

Richardson Green, Inc. (978) 762-6238
2 Central St., Middleton, MA 01949

July 31, 2020

Via Hand Delivery and USPS CERTIFIED MAIL

Lynnfield Board of Selectmen c/o Town Clerk
Town of Lynnfield
55 Summer St.
Lynnfield, MA 01940

Re: Notice of Intent to Sell for Residential Use a certain parcel of land comprising a parcel of vacant land located off Main Street in the Town of Lynnfield, MA 01940, containing 20 acres +/-, and shown on Town of Lynnfield Tax Assessor's Map as Map 8, Parcel 1325, which lists the property as containing approximately 20.04 acres, and Map 8, Parcel 1488, which list the property as containing approximately 35,208 ft.², which includes access to Main Street, Lynnfield (collectively herein the "Property") and further described in Quitclaim Deed dated December 21, 2008 and recorded on January 20, 2009 at Essex South Registry of Deeds in Book 28255 Page 254.

Dear State and Municipal Agents,

Pursuant to the provisions of Massachusetts G. L. c. 61B, § 9, you are required to receive this **Notice of Intent to Sell for Residential Use**. This Letter (and its enclosures) constitutes the Statutory **Notice of Intent to Sell the Property for Residential Use** (herein, the "**Notice of Intent**"). Enclosed please find: a statement of intent to sell; a statement of the proposed use of the land; the location and acreage of the lands as shown on a map drawn at the scale of the assessors map in the Town of Lynnfield; above is the name, address of the land owner, and the telephone number above is that of the landowner's attorney, Attorney Jill Mann, with whom you may speak to about this Notice of Intent.

A certified copy is enclosed of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under Chapter 61B, and which with the certified copy of the parties' June 12, 2020 **EXTENSION TO AGREEMENT FOR PURCHASE AND SALE** constitutes a bona fide offer as described in G. L. c. 61B, § 9.

As you will see from the enclosed Purchase and Sale Agreement, the Purchaser is Network Estates LLC (formerly known as Netwotk Estate LLC), a Massachusetts limited liability company of 100 Burt Road, Andover, MA 01810. The Purchaser's attorney is Robert W Lavoie, Esquire of Johnson & Borenstein LLC 12 Chestnut St.,

July 31, 2020

Page 2

Andover, MA 01810 978-302-5523 bob@jblclaw.com, with whom you are also authorized to communicate relative to this Notice of Intent.

In particular, you will note that Section 35 of the Purchase and Sale Agreement deals with G. L. c. 61B, the first sentence of which confirms that it is the Purchaser's obligation and right to secure from the Town of Lynnfield A waiver of its right to acquire the Property under G. L. c. 61B.

Please be advised that this **Notice of Intent** constitutes the statement that there are no other additional agreements for any contiguous land under the same ownership, and not classified under this chapter; there are no such other lands so none are being sold or to be sold contemporaneously with the proposed sale.

Pursuant to the provisions of Massachusetts G. L. c. 61B, § 9:

"Land taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use.

...

Any notice of intent to sell for such other use shall be accompanied by a statement of intent to sell, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, and the name, address and telephone number of the landowner. Any notice of intent to sell for other use shall be accompanied by a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below. Any notice of intent to sell for other use shall also be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

...

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land..

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written notice of non-exercise, signed by the Board of Selectpersons, to the landowner as specified in the appended Notice of Intent to Convey.”

We thank you for your prompt action in this matter.

Very Truly Yours,

Richardson Green, Inc.

Enclosures

cc: Attorney Jill Mann
Attorney Robert W. Lavoie

Via Hand Delivery and USPS CERTIFIED MAIL:

Town of Lynnfield Town Administrator
Town of Lynnfield Board of Selectmen c/o Town Clerk
Town of Lynnfield Town Clerk
Town of Lynnfield Board of Assessors
Town of Lynnfield Planning Board
Town of Lynnfield Conservation Commission

Via USPS CERTIFIED MAIL:

State Forester c/o Commissioner of the Department of Conservation & Recreation

Richardson Green, Inc. (978) 762-6238
2 Central St., Middleton, MA 01949

**Statement of intent to sell;
and
Statement of the proposed use of the land**

Re: Notice of Intent to Sell for Residential Use a certain parcel of land comprising a parcel of vacant land located off Main Street in the Town of Lynnfield, MA 01940, containing 20 acres +/-, and shown on Town of Lynnfield Tax Assessor's Map as Map 8, Parcel 1325, which lists the property as containing approximately 20.04 acres, and Map 8, Parcel 1488, which list the property as containing approximately 35,208 ft.², which includes access to Main Street, Lynnfield (collectively herein the "Property") and further described in Quitclaim Deed dated December 21, 2008 and recorded on January 20, 2009 at Essex South Registry of Deeds in Book 28255 Page 254.

This document constitutes Richardson Green, Inc.'s Statutory **Notice of Intent to Sell the Property** to the Purchaser, Network Estates LLC (formerly known as Network Estate LLC), a Massachusetts limited liability company of 100 Burtt Road, Andover, MA 01810. For the price of \$2,710,000.

This document also constitutes Richardson Green, Inc.'s Statutory **Statement of the proposed use of the land constituting the Property for Residential Use**. Richardson Green, Inc. is under binding Purchase and Sale Agreement, to sell the Property for the price of \$2,710,000 to Network Estates LLC (formerly known as Network Estate LLC), a Massachusetts limited liability company of 100 Burtt Road, Andover, MA 01810. The Purchaser's attorney is Robert W Lavoie, Esquire of Johnson & Borenstein LLC 12 Chestnut St., Andover, MA 01810 978-302-5523 bob@jblclaw.com, with whom you are also authorized to communicate relative to this Notice of Intent.

**EXTENSION TO
AGREEMENT FOR PURCHASE AND SALE**
(Vacant land off Main St, Lynnfield, MA)

THIS EXTENSION TO PURCHASE AND SALE AGREEMENT ("Extension") is made and entered into effective as of June 12, 2020 (the "Extension Date"), by and between Richardson Green, Inc. ("Seller") and Network Estates LLC (formerly known as Network Estate LLC) ("Purchaser"). All initially capitalized terms used but not defined in this Extension shall have the meanings ascribed thereto in the Purchase Agreement (hereinafter defined).

RECITALS:

WHEREAS, Purchaser and Seller entered into that certain Agreement for Purchase and Sale, dated effective as of January 18, 2019, as amended by a First Amendment and a Second Amendment (the "Purchase Agreement"), pursuant to which Seller agreed to sell the Property to Purchaser, and Purchaser agreed to purchase the Property from Seller;

WHEREAS, the Purchase Agreement provided Purchaser with a Due Diligence Period that expired on August 30, 2019;

WHEREAS, pursuant to the Purchase Agreement, Purchaser was required to and did deliver an additional Deposit in the amount of forty thousand (\$40,000.00) dollars (the "Additional Deposit"), which is being held by the Escrow Agent;

WHEREAS, Purchaser and Seller have agreed that such Additional Deposit shall be released to Seller upon the execution of this Extension;

WHEREAS, the Purchase Agreement made arrangements for Purchaser to have certain rights to extend the Closing Date; and

WHEREAS, the parties desire to provide Purchaser with additional rights to extend the Closing Date as set forth herein and to remove all contingencies from the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension Rights. The Purchase Agreement is modified by deleting Section 9 Due Diligence/Permitting in its entirety, and replacing it with the following:

9. Purchaser's Extension Rights; the Extension Periods.

A. Elimination of Contingencies. Purchaser has previously satisfied itself relative to the suitability of the Premises for Purchaser's purposes. Consequently, it is agreed that the original Section 3 Conditions to Buyer's Obligations are hereby eliminated from the Purchase Agreement.

B. Extension Periods: The Parties agree that the Purchaser shall have the following rights to extend the Closing Date, by invoking **Extension Periods**.

(i) Effective May 30, 2020, Purchaser delivered to Seller Purchaser's first Extension Payment of \$10,000, thereby invoking the Extension Period to be an additional 90 days through August 30, 2020.

(ii) On or before August 30, 2020, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 90 days through November 30, 2020 by delivering to Seller an additional \$10,000 Extension Payment.

(iii) On or before November 30, 2020, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through January 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(iv) On or before January 30, 2021, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through March 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(v) On or before March 30, 2021, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through May 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(vi) On or before May 30, 2021, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through July 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(vii) On or before July 30, 2021, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through September 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(viii) On or before September 30, 2021, Purchaser shall have the right to adjust and enlarge the Extension Period an additional 60 days through November 30, 2021 by delivering to Seller an additional \$10,000 Extension Payment.

(ix) On or before November 30, 2021, Purchaser shall have a final right to adjust and enlarge the Extension Period an additional 60 days through January 30, 2022 by delivering to Seller an additional \$10,000 Extension Payment. January 30, 2022 shall be the final date of the Extension Period.

C. The Purchaser agrees that the Additional Deposit shall be released by Escrow Agent to the Seller as a condition of the parties entering into this Extension.

It is agreed that none of the Extension Payments shall be applicable to the Purchase Price, and it is further agreed that all of the Extension Payments are nonrefundable and are to be delivered free of escrow to the Seller for Seller's use.

D. Purchaser shall have the right at any time to notify Seller in writing ("Purchaser's Closing Notice") that Purchaser has determined that no further Extension Periods need to be utilized, and that the Closing shall occur on a date set forth in Purchaser's Closing Notice, which date shall be no later than 60 days following the expiration of the then current Extension. Notwithstanding the foregoing, Seller shall have the right, in its sole discretion, by written notice to Purchaser sent within 21 days of Purchaser's Closing Notice ("Seller Closing Extension") to extend the time to close at no expense to Purchaser for a period of up to ninety (90) days from the date of Seller Closing Extension to enable Seller to identify replacement property for a §1031 exchange; provided, however, that should the Seller Closing Extension come into effect, Purchaser may with written notice to Seller and with compliance with (i) the Access Requirements set forth on Exhibit A attached hereto, (ii) all applicable Lynnfield permits and approvals obtained by Purchaser and (iii) all applicable State and local rules, regulations and requirements, have pre-closing access and enter onto the Premises to accomplish tree cutting and land clearing activities.

2. **Miscellaneous.**

(a) All other terms, provisions and conditions set forth in the Purchase Agreement remain unaffected hereby. In the event of any conflict or inconsistency between the provisions of this Extension and the provisions of the Purchase Agreement, the provisions of this Extension shall govern and control.

(b) The section headings contained in this Extension are for reference purposes only and shall not affect the interpretation of this Extension.

(c) This Extension may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Delivery of an executed counterpart of this Extension may be made by electronic transmission, and any such counterpart or signature page sent by electronic transmission shall be deemed to be a written and signed original for all purposes, and a copy of this Extension containing a signature page that has been delivered by electronic transmission shall constitute an enforceable original document.

(d) This Extension, together with the Purchase Agreement, contains the entire agreement between the parties regarding the subject matter hereof. Any prior agreements, discussions or representations not expressly contained herein shall be deemed to be replaced by the provisions hereof, and no party has relied on any such prior agreements, discussions or representations as an inducement to the execution hereof.

[signature page follows]

[Signature Page to Extension of Purchase and Sale Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed by their duly authorized representatives as of the Extension Date.

PURCHASER:

Network Estate, LLC
(fkn Network Estate, LLC)

By: 

David E. Deloury, its Manager

SELLER:

Richardson Green, Inc

By: 

Its President

By: 

Its Treasurer

EXHIBIT A

RIGHT OF ACCESS

1. GRANT OF ACCESS; ACCESS PERIOD. Pursuant to the License, defined below, Seller hereby grants access to Buyer, its employees, agents, contractors, invitees, licensees and representatives (collectively, the "Buyer Representatives"), to the Property for the purpose of conducting pre-Closing Site Work (tree cutting and grubbing and other earth moving activities, herein the "Work"), at Buyer's sole cost and expense, commencing on _____, 20__ and expiring as of the Closing Date (the "Access Period").
2. ACCESS. During the Access Period, Buyer and the Buyer Representatives shall be permitted to enter upon the Property for the purpose of conducting the Work.
3. PREVENTION OF LIENS. Buyer agrees to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including, without limitation, reasonable attorney's fees, directly arising out of any entry by Buyer or the Buyer Representatives in connection with the Work. Buyer will hold Seller harmless and indemnify Seller in the event that any lien or encumbrance attaches to the Property as a result of Buyer's activities under this Agreement. As security for the foregoing, Buyer shall deposit with its legal counsel a sum in the amount of \$50,000.00 to be held in escrow ("Funds") for the benefit of Seller. Provided the Buyer closes on its purchase of the Property in accordance with the terms of the Purchase and Sale Agreement, as amended, the Funds shall be released to Buyer on the Closing Date. In the event Buyer does not close on the Closing Date, Buyer shall deliver to Seller evidence of payment and lien waivers from any and all contractors and subcontractors performing any of the Work. Provided such payment receipts and lien waivers collectively certify that payment in full has been received for all Work, Buyer shall be entitled to a return of the Funds. Should Buyer fail to provide the required payment receipts and lien waivers, Seller shall have the right to demand that the Funds be applied to any and all outstanding payment balances that relate to the Work. To the extent the Funds are insufficient to satisfy such the outstanding balances in full, the Buyer shall remain obligated to indemnify and hold Seller harmless and therefore shall be required to satisfy all such outstanding obligations incurred to perform the Work.
4. GRANT OF TEMPORARY LICENSE. Prior to entry on the Property and start of Work, Buyer shall submit Schedule 1 attached hereto (Notification of Identity of Sub-Contractors and Scope of Work) to Seller providing information regarding the personnel to be utilized for the Work and the scope of Work proposed. Effective upon full execution of Schedule 1, Seller hereby grants to Buyer a temporary license (the "License") for the limited purpose of permitting Buyer, Buyer's consultants, Sub-Contractors engineers, employees, agents, representatives, vendors, suppliers or persons or entities acting on Buyer's behalf, hereinafter referred to as individually, a "Buyer Entity" and collectively, "Buyer Entities") to enter upon the Property and perform the Work
5. CONDITION OF PROPERTY. Buyer acknowledges and affirms that it has been provided the opportunity to inspect the condition of the Property prior to entering this Access Agreement and has advised each of the Buyer Entities of such condition. Buyer acknowledges that Seller has no

duty to inspect for defects in the Property and further acknowledges that Seller has not made any such inspections.

6. **PERMITS.** This License and all obligations under the Access Agreement are specifically dependent upon the issuance to Buyer, at its sole cost and expense, of all permits and licenses required to undertake the Work at the Property in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, and compliance by the Buyer and the Buyer Entities with such permits and licenses. Buyer acknowledges and affirms that as of the date hereof it has, and all Buyer Entities will have prior to entering the Property, obtained any and all permits and licenses required by local, state and/or federal authorities to enter the Property and perform the Work and shall immediately provide copies of the same to Seller upon request.
7. **INDEMNIFICATION.** Buyer shall indemnify, protect, hold harmless, and defend (with counsel selected by Buyer and approved by Seller) Seller, its Trustee and their respective members, partners, shareholders, officers, directors, affiliates, servants, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against all claims, costs, damages, fines, judgments, penalties, losses, liabilities or expenses suffered or incurred by Indemnified Parties, arising directly or indirectly out of or as a consequence of any of the Work conducted at, on, under or about the Property. The foregoing indemnification shall include, without limitation, the following: (a) personal injury claims, (b) payment of liens (including, without limitation, mechanics or materialmens liens), (c) reasonable attorney fees, consulting fees and expert fees, and (d) loss of use or damage to the Property. Buyer hereby acknowledges and agrees that the Indemnified Parties shall not be liable to any of the Buyer Entities for any injury, loss, damage, liability, claim, cause of action or expense incurred or suffered by any of the Buyer Entities directly or indirectly arising out of or in any way relating to entry upon the Property and/or the performance thereon of any Work by any of the Buyer Entities from any cause whatsoever, except as caused by the Indemnified Parties' gross negligence or willful misconduct.
8. **CONDUCT OF BUYER ENTITIES**
 - a. Compliance with Laws The Buyer Entities shall at all times perform the Work in accordance with all environmental laws and other applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies. The Buyer Entities shall maintain throughout the term of this Access Agreement, all requisite licenses and/or certifications referenced in this Access Agreement.
 - b. Sanitation Buyer shall maintain the Property in a sanitary condition and shall follow all directions of Seller with regard to the collection and disposal of refuse or construction debris.
 - c. Security Seller is not responsible for the security of the Property, which shall be the sole responsibility of Buyer during the times that Buyer Entities are entering upon the Property and/or using, occupying or maintaining equipment of any kind at the Property under this Access Agreement.

- d. Costs of Operations Buyer shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the Buyer Entities activities under the License.
9. **RISK OF LOSS** Buyer agrees that Buyer and the Buyer Entities shall enter upon the Property at their own risk, and Seller shall not be liable to any of Buyer or the Buyer Entities for any injury or death to persons entering the Property pursuant to the Access Agreement, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of any of Buyer or the Buyer Entities, or of anyone claiming by or through any of them, that are brought upon the Property pursuant to the Access Agreement, except if such injury, death, loss or damages is caused by the willful misconduct or gross negligence of Seller.
10. **INSURANCE.** While the Access Agreement is in effect, the Buyer Entities shall maintain insurance meeting the requirements set forth in Schedule 2 attached hereto and incorporated herein.

IN WITNESS WHEREOF, THIS LICENSE HAS BEEN SIGNED BY THE PARTIES ON THIS
DAY OF _____, 2021.

PURCHASER:

Network Estate, LLC
(fkn Netwotk Estate, LLC)

By: _____
David E. Deloury, its Manager

SELLER:

Richardson Green, Inc

By: Paul F. Richardson
Its President

By: Christopher Paul Richardson
Its Treasurer

Schedule 1

NOTIFICATION OF IDENTITY OF SUB-CONTRACTORS

Pursuant to the requirements of the Right of Access Agreement ("Access Agreement") executed, Buyer is providing notification of the identity of the following Buyer Entity (defined to include, but not be limited to, Buyer's consultants, sub-contractors, engineers, employees, agents, representatives, vendors, suppliers or persons or entities acting on Buyer's behalf) who will be providing Work on the Property located at _____ for the period beginning _____ through _____:

Name of Buyer Entity: _____

Address: _____

Contact Information: _____

The Work that will be performed by Buyer Entity is set forth below:

[Attach Scope of Work.]

All capitalized terms not defined herein shall have the meaning ascribed to them in the Access Agreement.

By its signature below, Buyer acknowledges that Buyer Entity has been provided with a copy of the Access Agreement and any other information required to be provided pursuant to the Access Agreement, and they represent, covenant and warrant that the Work will be conducted in compliance with the requirements of the Access Agreement and the Scope of Work herein.

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

Schedule 2

Insurance Requirements

Buyer Entity performing Work pursuant to this Access Agreement and the Purchase Agreement shall carry, at a minimum, casualty and general liability insurance in amounts of not less than One Million U.S. Dollars (\$1,000,000.00 USD) per occurrence and at least Two Million U.S. Dollars (\$2,000,000.00 USD) general aggregate; automobile liability insurance in amounts of not less than One Million U.S. Dollars (\$1,000,000.00 USD) per occurrence and at least Five Hundred Thousand U.S. Dollars (\$500,000.00 USD) property damage; and worker's compensation and employer's liability insurance as required by statute. All such insurance shall be in a form acceptable to Seller to cover damages, losses, suits, liabilities or claims that may result from, arise out of, or relate to Work performed by Buyer Entity on the Property. The insurance shall include Buyer liability coverage for the type of Work and actions undertaken pursuant to this Access Agreement. All applicable policies also will name Seller as an additional insured on the policies and waive all subrogation against Seller, and shall not be canceled, terminated, materially changed or have coverage reduced without thirty (30) days' prior written notice to Seller. Seller shall be provided with copies of certificates of insurance and proof of additional insured status prior to entry on the Property.

PURCHASE AND SALE AGREEMENT

This 18th day of January, 2019

1. PARTIES

RICHARDSON GREEN, INC., a Massachusetts corporation, with a mailing address of 2 Central Street, Middleton, Massachusetts, 01949, hereinafter called the SELLER, agrees to SELL and

NETWORK ESTATE LLC, OR ITS NOMINEE, a Massachusetts limited liability company, with a mailing address of 100 Burt Road, Andover 01810 hereinafter, the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises (the "Premises"):

2. DESCRIPTION (Parcels 1325 and 1488)

A landlocked parcel of vacant land located off Main Street in the Town of Lynnfield, Massachusetts, 01940, containing 20 acres±, and shown on Town of Lynnfield Tax Assessor's Map as Map 8, Parcel 1325, which lists the property as containing approximately 20.04 acres, and Map 8, Parcel 1488, which lists the property as containing approximately 35,208 square feet, which includes access to Main Street, Lynnfield, and further described in Quitclaim Deed dated December 21, 2008 and recorded on January 20, 2009 at Essex South Registry of Deeds in Book 28255, Page 254.

3. CONDITIONS TO BUYER'S OBLIGATIONS. Conditions to Buyer's obligations all of which must be satisfied or waived in writing prior to the Closing, failing which, at the Buyer's option, this transaction may be terminated:

- a. The Buyer's obligations hereunder shall be contingent upon the Buyer obtaining, at its sole cost and expense, all approvals from the Town of Lynnfield and from the Town's officials, boards or agencies, of all necessary permits and approvals for Buyer's intended use of the acquired parcels as part of a residential real estate development.
- b. Final approval from the Town of Lynnfield, its boards, officials or agents of all necessary licenses, permits and approvals necessary for utilities, but not limited to water, sewer, electric, gas, sufficient to service a 55+ senior residential development.

4. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

~~Included in the sale as a part of said premises are the buildings, structures, and improvements new thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall carpeting, drapery rods, automatic garage door openers, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants.~~
Excluding: None

DED
CR PTR

TITLE DEED. Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least fourteen (14) days before the deed is to be delivered as herein provided, and said deed shall convey a good clear, record, insurable, and marketable title thereto, free and clear of all liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments, unrecorded leases, and other matters affecting title other than the Permitted Exceptions, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Chapter 61, Forest Tax Lien recorded with said Registry of Deeds in Book 33209, Page 262 (the "Ch. 61 Lien");
- (e) Any easement, restriction or agreement of record presently in force and applicable which does not interfere with the Buyers' use of the premises as part of a residential development;

6. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

7. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. PURCHASE PRICE

The agreed purchase price for said premises is **Two Million, Seven Hundred Ten Thousand and 00/100 (\$2,710,000.00) Dollars**, of which:

\$ 35,000.00	are to be paid to the Escrow Agent (the "Initial Deposit") upon the execution of the P&S Agreement, \$10,000.00 of which shall be non-refundable and released to the Seller;
\$ 40,000.00	are to be paid at the completion of the Due Diligence Period (the "Second Deposit" together with the Initial Deposit, the "Deposits"); and
<u>\$2,635,000.00</u>	are to be paid at the time of delivery of the deed by wire transfer wire subject only to the payment of a standard wire fee of \$25.00;
<u>\$2,710,000.00</u>	TOTAL

All Deposits shall be nonrefundable at the time made and credited to the Buyer at Closing.

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In the event the Buyer elects to exercise its first extension right under Section 9 b hereof, all Deposits set forth above shall be released to the Exchange Agent for the purposes of the §1031 Exchange.

9. DUE DILIGENCE/PERMITTING

Except as set forth in this Section 9, there are and shall be no conditions or contingencies, of any kind whatsoever, to the obligation of Buyer to purchase the Premises.

a. Investigation; Title Objections; Due Diligence:

- i. The Buyer shall have from the date of execution until the date that is fifteen (15) days following the earlier to occur of: the completion of the 2019 Annual Town Meeting for the Town of Lynnfield or May 15, 2019 to perform its due diligence (the "Due Diligence Period"). Buyer, its agents, employees and contractors, shall be entitled to perform, at Buyer's sole cost and expense, such inspections of the Premises and all matters relating thereto and each aspect thereof that Buyer determines reasonably necessary and appropriate, all in accordance with the terms and conditions of this Section, in order to enable Buyer to determine the suitability of the Premises for a 55+ senior development. Such inspections may include conducting surveys, reviewing and assessing the compliance of the Property with applicable laws, rules and regulations such as those relating to zoning, land-use matters, and reviewing and analyzing environmental and soil conditions affecting the Premises.
- ii. If any inspection or test by or on behalf of Buyer disturbs any of the Premises, Buyer shall restore the Premises to substantially the same condition as existed prior to any such inspection or test.
- iii. Prior to the signing hereof, the Seller has delivered to the Buyer all information in its possession regarding survey, topography, title, permits, hazardous waste and any other information regarding the property. Within thirty (30) days of the execution hereof (the "Title Inspection Period"), Buyer shall notify Seller in writing of all title and survey objections (the "Title Objections"). Within five (5) business days of receiving the Title Objections, Seller shall notify Buyer in writing (the "Seller's Title Response") that it will either attempt or refuse to cure such matters. Buyer shall have ten (10) business days to object to Seller's Title Response and to terminate this Agreement and all other obligations of the parties hereto shall cease and this Agreement shall be void and of no further force or effect. Failure to object and or notify Seller shall not excuse Buyer's performance hereunder.
- iv. Any title or survey objections not issued in writing and delivered to Seller and Seller's legal counsel during the Title Inspection Period shall be deemed waived. Provided however, any title issues that are created after the Title Inspection Period shall be cured by Seller prior to Closing.

In the event of a termination in accordance with this Section 9.a. or in the event that the Buyer fails to deliver the Second Deposit to the Escrow Agent in accordance with Section

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8 above, the balance of the Initial Deposit being held by Escrow Agent shall be free from any right, title or interest of the Buyer. In furtherance thereof, Buyer and Seller hereby direct the Escrow Agent to immediately release the balance of the Initial Deposit to Seller upon the occurrence of either event. Thereafter the entirety of the Initial Deposit shall be the property of Seller.

b. **Permitting:**

- i. The Buyer shall have Twelve (12) months from the expiration of the Due Diligence period (the "Approval Period") in order to obtain from the Town of Lynnfield, all permits and approvals necessary for a 55+ senior development on the premises satisfactory to the Buyer.
- ii. If the Buyer, is unable to receive the required permits as set forth above, then the Buyer may extend the permitting period (**First Permitting Extension**) at its option, for an additional period of ninety (90) days by notification to the Seller, and upon a non-refundable payment to Seller of Ten Thousand and 00/100 (\$10,000.00) Dollars (the "**First Extension Fee**").
- iii. If the Buyer, is unable to receive the required permits as set forth above, then the Buyer may extend the permitting period (**Second Permitting Extension**) at its option, for an additional period of ninety (90) days by notification to the Seller, and upon a non-refundable payment to Seller of Ten Thousand and 00/100 (\$10,000.00) Dollars (the "**Second Extension Fee**").
- iv. If the Buyer, is unable to receive the required permits as set forth above, then the Buyer may extend the permitting period (**Third Permitting Extension**) at its option, for an additional period of sixty (60) days by notification to the Seller, as long as the Buyer is using reasonable efforts to permit the Project, and upon a non-refundable payment to Seller of Ten Thousand and 00/100 (\$10,000.00) Dollars (the "**Third Extension Fee**" together with the First and Second Extension Fee, the "**Extension Fees**").

Prior to the expiration of the Approval Period, as may be extended by the Permitting Extension(s), Buyer shall notify Seller in writing that it is unable to obtain the requisite permits whereupon this Agreement shall terminate and all obligations by and between the parties shall cease, provided however all Extension Fees upon payment and delivery to Seller and all Deposits held by the Escrow Agent shall be deemed to be the property of Seller free from any interests of the Buyer. Failing the delivery of such notice, Buyer continues to be obligated hereunder and the parties shall proceed to the Closing as provided in Section 10 below.

10. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 o'clock A.M., on the date that is on or before the sixtieth (60th) day following the end of the Approval Period as may have been extended by a Permitting Extension, but in no event later than twenty-two (22) months from the expiration of the Due Diligence Period, at the Essex South Registry of Deeds or at the office of counsel for Buyer's lender, unless otherwise agreed upon in writing. Notwithstanding, Seller shall be entitled, in its sole discretion, to extend the time to close for a period of up to ninety (90) days to enable Seller to identify replacement property for its §1031 Exchange.

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11. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are and (b) in compliance with provisions of any instrument referred to in clause 4 thereof. Any title matters or objections that Buyer fails to raise during the Title Inspection Period shall be deemed waived.

12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall address all Title Objections in accordance with Seller's Title Response, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) days.

13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed to address the Title Objections in accordance with Seller's Title Response or deliver possession, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, then, at the Buyer's option, the Deposits, less the \$10,000 portion of the Initial Deposit delivered to the SELLER with the execution of this Agreement made under this agreement shall be returned to Buyer and this agreement shall be void without recourse to the parties hereto.

14. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause.

15. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

16. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

SELLER may, at the Closing, use all or part of the purchase Price to clear the title of any encumbrances of interests provided that all instruments necessary for this purpose are

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recorded with the deed or at such later time as shall be reasonably acceptable to BUYER, and provided further, with respect to discharges of mortgages from insurance companies, banks, credit unions, and other institutional lenders, such discharges may be recorded within a reasonable time after the recording of the deed and in conformity with local conveyance practices.

17. INSURANCE The Premises is an unimproved vacant parcel of land for which the Seller maintains no insurance. Buyer intends to access the Premises for the purpose of testing, surveying and otherwise evaluating the development potential of the Premises. Accordingly, Buyer shall ensure that it carries general liability insurance and that all agents, contractors, engineers, surveyors, architects and any other parties accessing the Premises at the request of Buyer or in connection with Buyer's desire to develop the Premises shall carry general liability insurance as well as worker's compensation insurance (in the amounts and as required by the Commonwealth of Massachusetts). Prior to accessing the Premises, Buyer shall deliver to Seller evidence of such insurance coverage and shall note the Seller as a certificate holder under the worker's compensation insurance and as an additional insured under the general liability insurance.

18. ADJUSTMENTS

~~Fuel, Water and sewer use charges, and~~ taxes for the then current fiscal year, shall be apportioned ~~and fuel value shall be adjusted,~~ as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Buyer shall be solely responsible for any and all increases in taxes as well as all roll back taxes assessed against the Premises as a result of the removal from the Ch. 61 Lien.

19. ADJUSTMENTS OF UNASSESSED AND ABATED TAXES

Intentionally Deleted

20. DEPOSIT

All Deposits, excluding the \$10,000 portion of the Initial Deposite delivered directly to the SELLER, made hereunder shall be held in escrow by MANN & MANN, P.C., as escrow agent (the "Escrow Agent"), subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. All Deposits shall be nonrefundable upon the delivery thereof to the Escrow Agent and shall be free and clear of any interest or claim by Buyer.

Upon the receipt of notice that the Buyer has elected to extend the Approval Period, the Escrow Agent immediately shall release the Deposits to the §1031 Exchange Agent free and clear of any interest or claim by Buyer.. In the event, the Closing does not occur (not due to Seller Default), the §1031 Agent shall return the Deposits to the Escrow Agent for release to the Seller. Escrow Agent shall not be required to secure any approval or consent from Buyer as to the release of the Deposits.

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21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, the Deposits previously paid to Seller or delivered to the Escrow Agent and any other payments made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity.

**22. RELEASE BY HUSBAND OR WIFE
NOT APPLICABLE**

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS

a. The BUYER acknowledge that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously make in writing, except for the following additional warranties and representatives, if any, made by either the SELLER or the Broker(s):

b. SELLER and Broker has made no warranties or representations on which BUYER has relied (except as otherwise specifically set forth in this agreement) with respect to the premises, and it is the understanding of the parties that the entire agreement of the parties with respect to the transaction which is the subject of this agreement in fully and completely set forth in this agreement in this paragraph shall survive the delivery of the deed.

c. All statements and/or representations by Seller are to the best of Seller's actual knowledge and all references herein or elsewhere to "the Seller's actual knowledge" or "to the best of Seller's knowledge" or words of similar import are agreed to mean the Seller's current actual knowledge and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the closing.

d. There is no litigation or proceedings of any nature or investigations and/or orders from any municipal agency or to the Seller's knowledge threatened against or relating to the premises of the Seller.

e. There are no liens or claims on the premises, except for the existing real estate taxes.

f. Seller represents that (i) SELLER is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) Seller will execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC section 1445(b)(2) and the applicable regulations there under.

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g. **Compliance with Laws.** To the best of its knowledge and information, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property. Performance of this Agreement by Seller will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

Hazardous Substances. Seller hereby represents, to the best of Seller's knowledge, that Seller has not received any notice or advice from any governmental agency with regard to Hazardous Substances on, from or affecting the Property. The Seller has no knowledge of any toxic waste or hazardous material, as that term is defined in M.G.L., c.21E, upon any part of the premises.

25. CONSTRUCTION OF AGREEMENT

This Instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligation hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

26. NOTICE

Any permitted or required notice shall be deemed duly given when delivered by certified mail, return receipt requested, by delivery service against receipt or date upon which delivery is refused or by facsimile; to the Seller, c/o Attorney Jill Elmstrom Mann, Mann & Mann, P.C., 191 South Main Street, Suite 104, Middleton, MA, 01949, Telephone (978) 762-6238, Fax, Email: jill@manny.com, and to the Buyer c/o Howard R. Perkins, Jr., Telephone (978) 794-7940, Email: _____.

It is hereby agreed that Buyer's and Seller's counsel are hereby granted due authority and power to execute extensions of any clause or provision of this Agreement including the date for performance on behalf of their client(s).

27. TITLE MATTERS

Any matter which is the subject of Title Standard or Practice Standard of the Real Estate Bar Association (REBA) at the time of the delivery of the deed shall be governed by said Title Standard or Practice standard to the extent applicable.

28. CERTIFICATE

The Seller or Seller's agent under a written power of attorney agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be required by the Buyer's lender providing the purchase money mortgage funds, its attorney, or Buyer's attorney provided that the same are reasonable and customary for closings of this nature.

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In compliance with real estate sales reporting requirements of Section 6045 of the Internal Revenue Code of 1986, SELLER covenants and agrees to provide the tax identification number to the person or persons taking responsibility for such report in connection with this transaction.

SELLER represents that (i) SELLER is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) SELLERS will execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC section 1445(b)(2) and the applicable regulations there under.

29. LEGAL COUNSEL

BUYER and SELLER acknowledge that this is a legal document that creates binding obligations; and that they have been afforded an opportunity to seek independent legal counsel.

30. RECORDING

The BUYER agrees not to record or file this agreement with any public office or registry of deeds, including without limitation, the Essex South County Registry of Deeds. If BUYER so records or files this Agreement, then at SELLER'S option, this Agreement may be terminated, and the act of so recording or filing this Agreement shall be deemed a default by the BUYER hereunder.

31. COOPERATION

The SELLER hereby agrees to execute and deliver, at the time of performance, such affidavits, documents and certificates as may be reasonably required by the BUYER'S Title Insurance Company which is providing an Owners Title Policy to the BUYER for this transaction provided that the same are reasonably requested by such Title Insurance Company; affidavits pursuant to Sections 1445 and 6045 of the Internal Revenue Code, if applicable, which certify that SELLER is not a nonresident alien and provides the SELLER'S Taxpayer Identification Number; and other affidavits as may be reasonably required by BUYER'S lender.

32. ENTIRE AGREEMENT/CONFLICT

This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement between BUYER and SELLER. All prior offers, listing sheets, disclosures and agreements, if any, between the parties with respect to the transactions contemplated between the parties shall be null and void. If this Agreement or any other provision by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of this Agreement or other instrument as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law assuming such term or provision does not materially affect the obligations of the parties nor the essence of this Agreement.

33. The premises shall not be considered in compliance with the title provisions and requirements of this agreement and Buyer, subject to the provisions below, shall not be obligated to close unless, but not limited to the following conditions:

- a. No building, structures or improvement belonging to any other person or entity

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- encroaches on or under the premises.
- a. The availability at normal premium rates of an owner's title insurance policy without exceptions other than those title problems not conflicting with paragraph four of this agreement.
 - b. Any title or practice matter which is the subject of a title or practice standard of the Massachusetts Conveyancer's Association at the time of the delivery of the deed shall be governed by said title or practice standard to the extent possible.

Provided such conditions shall have been raised by the Buyer during the Title Inspection Period, unless a subsequent updated title inspection shows a title defect that arose after the end of the Title Inspection Period. Failure of the Buyer to raise such objections during the Title Inspection Period shall not excuse Buyer's performance hereunder.

34. §1031 EXCHANGE.

Seller may consummate the sale of the Property as part of a like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) except as otherwise agreed upon by the parties, the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (ii) Seller shall effect the Exchange through an assignment of its rights under this Agreement to a qualified intermediary; (iii) Buyer shall not be required to take an assignment of the purchase agreement for the replacement property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (iv) Seller will reimburse Buyer for any additional costs and fees (including, without limitation, attorneys' fees) incurred by the Buyer in connection with the Exchange. Buyer shall not by this Agreement or acquiescence to the Exchange (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to Seller that the Exchange in fact complies with §1031 of the Code.

35. CHAPTER 61.

Buyer acknowledges that the Premises is subject to the Ch. 61 Lien and that the Buyer's right to acquire the Premises will be subject to Buyer securing from the Town of Lynnfield a waiver of its right to acquire the Premises. Buyer also acknowledges that it shall be solely responsible for all costs (including but not limited to the payment of roll back taxes) associated with removing the Premises from Chapter 61 and obtaining a release from the Ch. 61 Lien. Seller agrees to provide assistance to the Buyer in obtaining the release. Provided however Seller shall have no obligation to pay any costs or back taxes or portion of any future taxes associated with or resulting from said release. In no event will the Buyer be entitled to remove the Premises from the Ch. 61 Lien until Buyer waives its rights to terminate this agreement under Section 9 and all Deposits are delivered to the Escrow Agent. Such release to be held and not recorded until the Closing.

36. ASSIGNMENT OF PLANS, REPORTS.

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Notwithstanding the reference to the Deposit, as being the sole and exclusive remedy of Seller, or Buyer's right to terminate this Agreement during the Due Diligence Period, upon the voluntary termination of this Agreement by Buyer, Buyer shall assign to Seller all of Buyer's right, title, and interest in any and all plans and third party due diligence reports without cost to the Seller.

37. The Buyer's obligations hereunder are conditioned upon the Seller signing and delivering at the closing such documents as may be customarily and reasonably requested by the bank or other lending institution which is providing the purchase money mortgage funds to the Buyer for this transaction or by the title insurance company providing title insurance to the Buyer or by his mortgage lender, including, without implied limitations, (i) so called affidavits with respect to mechanic's liens and parties in possession so as to allow Buyer and Buyer's mortgage lender to obtain title insurance policies free from any exceptions for such matters; (ii) form 1099B which shall be filed by Buyer or by the mortgage lender with the Internal Revenue Service pursuant to section 6045, Subsection E of the Internal Revenue Code (IRC);

38. Seller's Obligations at Closing. At the Closing, the Seller covenants and agrees to do the following:

a. Execute, acknowledge, and deliver to Buyer a Quitclaim deed (the "Deed"), conveying the Property to Buyer subject only to the Permitted Exceptions, which Deed shall be in form for recording with all required documentary stamps in the proper amount affixed thereto by Seller at its expense. The legal description of the Property contained in such Deed shall be identical to the legal description of the Property as contained in the survey and Title Commitment. If the title to the Property is registered, the deed shall be in a form sufficient to entitle the Buyer to a Certificate of Title of the Property, and the Seller shall deliver with the deed any other instruments necessary to enable the Buyer to obtain a Certificate of Title.

b. Execute and deliver to Buyer and Title Company, an Affidavit(s) of No Lien satisfactory to the Title Company so as to cause the Title Company to remove the mechanics lien, parties in possession and unrecorded easements standard exceptions from the Title Policy.

c. Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary or advisable to consummate the transaction contemplated hereby.

d. Deliver to the Buyer a duly executed non-foreign certification in the form prescribed by Section 1445 of the Internal Revenue Code and the Treasury Regulations adopted thereunder, and if required by the Title Company or Buyer's counsel, a duly executed 1099 Real Estate Report Filing form to report the conveyance of the Property to the IRS.

e. Deliver to the Buyer a duly executed assignment and assumption of the Permits and of all of the rights of the Seller thereunder executed together with Buyer.

f. Deliver to the Title Company and/or the Buyer such other duly executed documents, certificates or affidavits as are reasonably and customarily required by the Buyer's attorney or Title Company.

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g. In compliance with real estate sales reporting requirements of Section 6045 of the Internal Revenue Code of 1986, SELLER covenants and agrees to provide the tax identification number to the person or persons taking responsibility for such report in connection with this transaction.

h. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transaction contemplated herein and to vest title to the Property in Buyer, and to readjust for closing costs and adjustments which were in error at Closing.

Signature Pages to Follow

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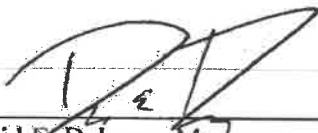
RICHARDSON GREEN, Inc.

By:  1/22/19
Paul Richardson, President Date

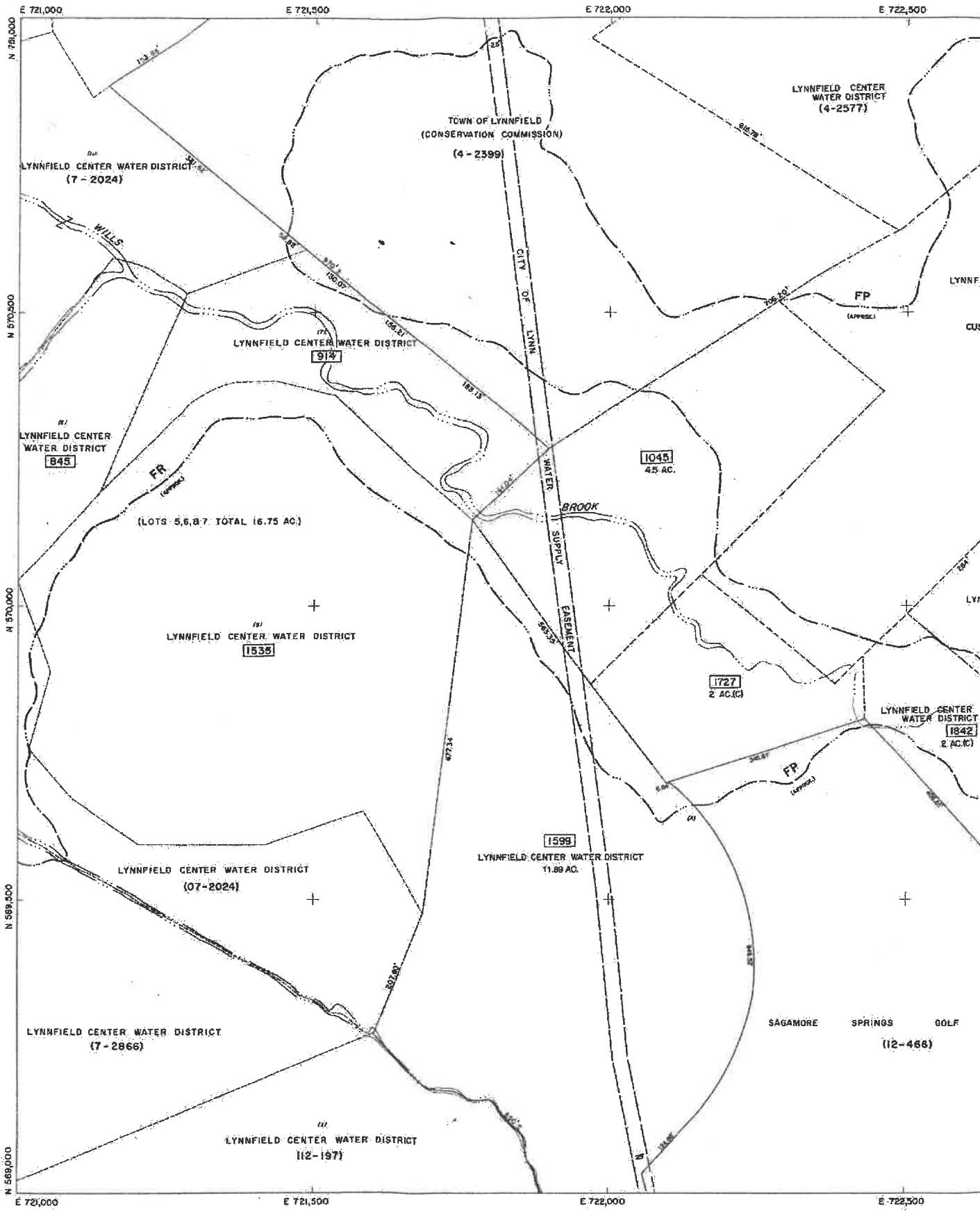
By:  1/22/19
Christopher P. Richardson, Treasurer Date

BUYER

NETWOTK ESTATE LLC

By:  1/22/19
David E. Deloury, Manager Date
(duly authorized)





REVISED: ABBA CONSULTING GROUP, INC., SURVEYORS & ENGINEERS
 DATE OF MAP: NOV. 1968
 REVISED 3/70, 12/75, 4/77, 4/81, 4/82

AERIAL PHOTOGRAPHY FLOWN APRIL, 1968
 DEEDS MICROFILMED SEPT. 1968

PREPARED BY
 AIR SURVEY CORPORATION
 RESTON, VIRGINIA



LEGEND

STATE OR COUNTY LINE	---
CITY, TOWN, OR VILLAGE LINE	----
SPECIAL DISTRICT LINE	-----
ROAD OR RAILROAD R/W LINE	-----
PROPERTY PARCEL LINE	-----
EASEMENT LINE	-----
FILED PLAN LOT LINE	-----
PROPERTY HOOK	-----

LYNNFIELD,

