

EXHIBIT B

RIGHT OF FIRST REFUSAL FOR PURCHASE OF REAL ESTATE

Attached Hereto and Made a part of
Agricultural Preservation Restriction to
Commonwealth of Massachusetts

I, **James Edgar Bardin** also known as **J. Edgar Bardin**, of Dalton, Berkshire County, Massachusetts (the "Owner") for good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant a Right of First Refusal to the Commonwealth of Massachusetts acting through the Commissioner of Food and Agriculture (the "Commissioner") for the purchase of land located at Route 9 and Cleveland Road, Dalton and Windsor, Berkshire County, Massachusetts described in Exhibit A of this Instrument (the "Property").

A. The owner hereby agrees that so long as the Property is subject to the Agricultural Preservation Restriction, the Owner will not undertake to sell the Property to any third party without first offering to sell the same to the Commonwealth for the price (the "Offering Price") at which the Owner is willing to sell the Property to others on the open market. It is understood that this Right of First Refusal shall constitute a restriction that runs with the land.

B. Any such offer made by the Owner to the Commonwealth pursuant to this agreement shall be carried out in accordance with the following procedures:

(i) The Owner shall give the Commonwealth written notice stating the Offering Price and other principal terms and conditions on which the Owner is willing to sell the Property, including any encumbrances subject to which the Property is to be conveyed and containing an offer by the Owner to sell the Property to the Commonwealth on such terms and conditions, and the Commonwealth shall then have the right for a period of sixty (60) days after receipt of such notice (the "Offering Period") to elect, by written notice to Owner, to purchase the Property in accordance with said offer.

(ii) If the Commonwealth shall for any reason fail to accept such offer in writing within sixty (60) days after its receipt as aforesaid (or having accepted such offer shall fail to complete such purchase as hereinafter provided), the Owner shall thereafter be free to sell the Property so offered to any purchaser the Owner shall determine at the same price and on the same terms and conditions provided that the deed conveying the Property has been recorded within one (1) year after the expiration of the Offering Period. If the Owner determines to alter the terms of such sale to call for a lower purchase price or other terms which are materially different from those set forth in the offer to the Commonwealth, then the Property shall be once again offered to the Commonwealth on such amended terms in accordance with the offering procedure herein set forth; and on each occasion thereafter that the Owner determines to further modify the terms of sale, the Owner shall offer the Property to the Commonwealth on such modified terms.

(iii) In the event that the Commonwealth shall elect to purchase the property in the manner aforesaid, the deed shall be delivered and the consideration paid at the Franklin County Registry of Deeds at 9 o'clock a.m. on the one hundred twentieth (120) day after the date of receipt by the Owner of such notice of election to purchase or, if a Saturday, Sunday or holiday, on the next business day thereafter, and said deed shall convey a good and clear record and merchantable title to the Property free of all encumbrances, except as set forth in the offer, and the Property shall be in the same condition as it was at the time of the acceptance of such Offer, reasonable wear and tear and use thereof excepted.

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(iv) If Owner shall make and record with said Registry an affidavit stating (1) that a conveyance to a third party by the Owner is made pursuant to the provisions hereof and following notice to the Commonwealth containing an offer to sell as hereinabove provided and stating the date that such notice was given; (2) that the Owner has not received from the Commonwealth written notice of election to purchase as above provided, or that the Commonwealth has given notice of election to purchase but has failed to complete the same in accordance with the provisions hereof; and (3) that the conveyance is made at a price which is not lower than the Offering Price as aforesaid and otherwise on materially the same terms as set forth in the offer, then such affidavit shall be conclusive evidence of compliance with the requirement of this paragraph with respect to such conveyance in favor of the purchaser therein and all persons claiming through or under such purchaser.

C. The obligations of the Owner under this Right of First Refusal shall not apply to (i) gifts for nominal consideration to the Owner's spouse and or to any issue or parent of the Owner, (ii) any first mortgage on the Property including foreclosure deeds or deeds in lieu of foreclosure given thereunder, or (iii) the devise or conveyance of said Property by the will or intestacy of the Owner his heirs, successors or assigns, or (iv) by operation of law. 20

D. Any offer to sell or acceptance made pursuant to this Right of First Refusal and any notices given by one party to another hereunder shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified or registered mail return receipt requested, addressed in the case of the Owner to such address as may be specified in such notice of offer or if none, then to the Property, and in the case of the Commonwealth to Commonwealth of Massachusetts, Department of Food and Agriculture, 100 Cambridge Street, Boston, MA 02202.

E. This Right of First Refusal is assignable to any other governmental or any non-governmental, non-profit organization whose intended uses include furtherance of the purposes of the Agricultural Preservation Restriction as recorded herewith, all at the discretion of the Commonwealth; provided however that no such assignment shall become effective unless the same is made in writing and duly recorded with said deed. Any waiver or declination of the Commonwealth's rights under a specific offer made by the Owner hereunder shall be in writing signed by the Commissioner of Food and Agriculture or his duly constituted agent.

F. The rights and obligations of each Owner hereunder shall inure to and be binding upon the Owner and the Owner's heirs, legal representatives, successors in title and assigns.

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