



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

Native Sun Wellness, Inc.

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

SITING PROFILE:

**Request for a Certificate of Registration to
Operate a Registered Marijuana Dispensary**

INSTRUCTIONS

This application form is to be completed by an entity that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health ("Department") to submit a *Siting Profile* ("applicant").

If invited by the Department to submit more than one *Siting Profile*, the applicant must submit a separate *Siting Profile* and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labeled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided on 8 1/2" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

RECEIVED

JUL 25 2018

MA Dept of Public Health
99 Chauncy Street
Boston MA 02111

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications or updates to the submitted application materials are needed. The Department will notify the applicant whether it has met the standards necessary to receive a Provisional Certificate of Registration.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100, as well as materials posted on the Medical Use of Marijuana Program website: www.mass.gov/medicalmarijuana.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- ☒ A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of support or non-opposition (as outlined in Section C)

SECTION A: APPLICANT INFORMATION

1. Native Sun Wellness, Inc.
Legal name of Applicant Corporation
2. 67 Kemble Street, Suite 2.3, Boston, MA 02119
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
3. Mark Schuparra
Applicant Corporation's point of contact (name of person Department should contact regarding this application)
4. (617) 710-7752
Point of contact's telephone number
5. mark@nativesunwellness.com
Point of contact's e-mail address
6. Number of applications: How many *Siting Profiles* does the applicant intend to submit? 2

SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	229-231 Third Street, Cambridge, MA 02142	Middlesex
2	Cultivation	140 Industrial Road, Fitchburg, MA 01420	Worcester
3	Processing	140 Industrial Road, Fitchburg, MA 01420	Worcester

☒ Check here if the applicant would consider a location other than the county or physical address provided within this application.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: TC

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant *must* submit a letter of support or non-opposition from *both* municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead. The letter must be dated on or after the date that the applicant's *Application of Intent* was received by the Department.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: TC

SECTION D: LOCAL COMPLIANCE

Describe how the applicant has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

Native Sun Wellness, Inc.'s ("NSW") proposed retail dispensary is located at 229-231 Third Street in Cambridge. In accordance with the Cambridge Zoning Ordinance, the proposed location is in the Industry A-1 Zoning District. The location is not within 1800 feet of another RMD and is not within 500 feet of any school, daycare center or afterschool facility, and has sufficient buffer from any places that could be construed as a place where children commonly congregate as set forth in the Zoning Ordinance. The proposed location will also comply with all applicable provisions of the Zoning Ordinance as the Planning Board will confirm during the Special Permit and Site Plan Review approval process.

NSW's proposed cultivation and processing facility is located at 140 Industrial Road in the City of Fitchburg. In accordance with the Fitchburg Zoning Code, the proposed location is in the Industrial zoning district designated for marijuana cultivation and processing facilities. The proposed location will also comply with all applicable provisions of the Zoning Code, as the Planning Board will confirm during the Special Permit and Site Plan Review approval process.


NSW has retained Vicente Sederberg LLC to assist with compliance.

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

Provide the three-year business plan for the proposed RMD, including revenues and expenses.

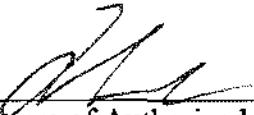
Projected Start Date for the First Full Fiscal Year: 1/1/2019

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS	SECOND FULL FISCAL YEAR PROJECTIONS	THIRD FULL FISCAL YEAR PROJECTIONS
	2019	2020	2021
Projected Revenue	\$892,800	\$4,166,400	\$7,737,600
Projected Expenses	\$3,100,000	\$1,588,000	\$2,092,000
VARIANCE:	\$2,207,200	\$2,578,400	\$5,645,600
Number of unique patients for the year	600	1400	2600
Number of patient visits for the year	7,200	33,600	62,400
Projected % of patient growth rate annually	---	133%	86%
Estimated purchased ounces per visit	.4	.4	.4
Estimated cost per ounce	\$310	\$310	\$310
Total FTEs in staffing	40	50	60
Total marijuana for medical use inventory for the year (in lbs.)	216	1008	1794
Total marijuana for medical use sold for the year (in lbs)	180	840	1,560
Total marijuana for medical use left for roll over (in lbs.)	36	168	234

Projected date the RMD plans to open: 6/1/2019Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.



Signature of Authorized Signatory

6/12/18

Date Signed

Timothy Caraboolad

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.



Signature of Authorized Signatory

6/12/18

Date Signed

Timothy Caraboolad

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: TC

I, the authorized signatory for the applicant, hereby attest that if the corporation is approved for a provisional certificate of registration, the applicant is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.



Signature of Authorized Signatory

6/12/18
Date Signed

Timothy Caraboolad

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory



City of Cambridge

Executive Department

LOUIS A. DePASQUALE
City Manager

LISA C. PETERSON
Deputy City Manager

July 12, 2018

Native Sun Wellness, Inc.
c/o Timothy R. Flaherty
Flaherty Consulting
699 Boylston Street, 12th Floor
Boston, MA 02116

***RE: Letter of Non-Opposition for Native Sun Wellness, Inc.'s Application to Operate
an RMD at 229-231 Third Street, Cambridge, MA***

Dear Mr. Flaherty:

The City of Cambridge hereby provides this letter of non-opposition to Native Sun Wellness, Inc.'s application to operate a Registered Marijuana Dispensary ("RMD") in the City of Cambridge, MA at 229-231 Third Street, provided that a Planning Board Special Permit is granted for the operation of such a facility at this location. I have been authorized to provide letters of non-opposition at my discretion on behalf of the City by a vote taken by the Cambridge City Council at a duly noticed meeting held on June 22, 2015. The City has verified with the appropriate local officials that the proposed RMD facility is located within a zoning district which allows such use if a special permit is granted by the Planning Board. In the event that the Planning Board grants a special permit for the siting of the proposed RMD at the above location, the City would have no opposition to its application.

Very truly yours,

Louis A. DePasquale
City Manager





The City of Fitchburg
Massachusetts
OFFICE OF THE MAYOR

STEPHEN L. DINATALE
MAYOR

166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

AARON TOURIGNY
CHIEF OF STAFF

AETOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

July 16, 2018

Mr. Mark Schuparra
Native Sun Wellness, Inc.
67 Kemble Street, Suite 2.3
Boston, MA 02119

Dear Mr. Schuparra,

I Stephen, L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to Native Sun Wellness, Inc. to operate a Registered Medical Marijuana Dispensary (RMD) facility in the City of Fitchburg, MA

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Respectfully yours,

Stephen L. DiNatale, Mayor City of Fitchburg

7/17/2018
Date

Letter of Intent to LeaseMay 11, 2018

RE: Letter of Intent to Lease
229-231 Third Street, Cambridge MA 02142

To Whom it may Concern:

On behalf of Native Sun Wellness, Inc., we are pleased to present the following Letter of Intent to Lease space located at 229-231 Third Street Cambridge, MA 02142. If these terms are acceptable to your client, please have the appropriate authority indicate so by signing below and returning a copy of this letter to me.

LEASE PROPOSAL

Property:	229-231 Third Street Cambridge, Massachusetts, 02142.
Suite Size:	2,548 RSF.
Landlord:	Joyce Kauffman and/ or Owner of Record.
Tenant:	Native Sun Wellness, Inc. or assigns acceptable to Landlord.
Use(s):	Business and professional offices as well as medical and adult use, laboratory, research and manufacturing facilities, delivery services, and other uses legally permitted under the laws of the Commonwealth of Massachusetts, including operation of a Medical Marijuana Facility pursuant to Chapter 369 of the Acts of 2012, <i>An Act for the Humanitarian Medical Use of Marijuana</i> , and 105 CMR 725.100 <i>et seq.</i>
Premises:	Approximately 2,548 rentable square feet.

NATIVE SUN WELLNESS LETTER OF INTENT

Page 2 of 6

Term: 8 years
Two 5 year options at market rate subject to mutual agreement

Option to Renew:

NNN Rent: Base rent is \$47.10 per square foot per year (\$10,000 per month) plus NNN with Tenant responsible for taxes, insurance, CAM (Landscaping, snow removal, cleaning, parking, alarm system and commercial trash/recycling). Base rent shall increase each year based upon terms to be included in the final lease, but in no event shall the increase be greater than \$1 per sq. ft. per year.

Tenant will start paying rent of \$6,250 per month ("the interim tenancy") immediately upon execution of this LOI as a tenant at will until the earlier of receipt of all contingencies and approvals from the Commonwealth of Massachusetts DPH and the City of Cambridge or November 1, 2018, at which time the tenant shall become a leasehold tenant for an 8 year term. In the event the tenant wants to terminate the interim tenancy between execution of the LOI and execution of the lease, tenant shall provide 30 days' notice to landlord.

A guarantor acceptable to the landlord shall execute a guaranty upon the signing of the lease.

Type of Lease: This would be a NNN lease whereby Tenant pays for its Utilities (Water and sewer, gas and electric) associated with the Premises leased, as well as 100% of Real Estate taxes, insurance and Operating Expenses. Landlord would be listed as an additional insured and the insurance shall cover a minimum of replacement cost plus premise liability of at least \$1,000,000.

Any costs associated with increased security shall be a Native Sun Wellness tenant specific expense and are not included in the figure above.

Tenant Utilities: Tenant shall be responsible for all utility costs (including, but not limited to electricity, water, gas, internet, water, sewer, etc.). Tenant understands that there may be additional costs associated with running utilities to existing buildings.

NATIVE SUN WELLNESS LETTER OF INTENT

Page 3 of 5

Tenant Improvements:

Tenant would take the space "As Is."

Any additional amounts required for tenant improvements will be provided by Tenant.

Tenant shall also be responsible for its own telephone and data requirements and costs associated therewith.

Space to be vacant at time of lease start.

Space will be delivered "as-is".

Building Systems:

Tenant shall submit plans to make any exterior improvements necessary to upgrade the physical appearance, waterproofing integrity of the building, install windows and doors, install a new front entrance and facade, all that will be an overall improvement to the operation of the intended business use for owner's approval, such approval not to be unreasonably withheld.

All tenant work shall be done by licensed contractors and permits shall be secured where necessary prior to any work being commenced.

NATIVE SUN WELLNESS LETTER OF INTENT

ADA:	Tenant would be responsible for any additional ADA compliance associated with its design, construction and use of the Premises.
Sublease & Assignment:	The Tenant would have the right to sublease all or part of the Premises, with Landlord's consent, such consent not to be unreasonably withheld.
Signage:	Tenant would provide directory and exterior signage as approved by owner and allowed by the City of Cambridge.
Lease Commencement:	Lease shall be signed within the review period but not later than November 1, 2018.
Parking:	Tenant shall have access to one parking space located behind the building. Owner will introduce Tenant to owner of parking lot next door and attempt to transfer the lease of three parking spaces currently leased. Tenant will acquire the lease of three parking spaces at its own cost and expense.
Access:	Tenant will have 24-hour, seven day per week, access to the building and Premises. Tenant may install its own security system for its Premises and to allow employees to carry one access card, and provide a copy to the landlord.
Security Deposit:	2 months' rent.
Review Period:	Upon acceptance of this Letter of Intent by Tenant and Landlord, Landlord and Tenant agree that the Tenant shall pay Landlord a refundable option payment of \$10,000.00 at the time of signing this Letter of Intent. This Letter of Intent shall be valid until Tenant has obtained the appropriate licensing and zoning approvals set forth below, or until November 1, 2018 whichever date is earlier. In the event the tenant fails to execute the lease on or before November 1, 2018 due to no fault of the landlord, tenant shall forfeit the deposit.
Contingency:	Any lease agreed to by the parties shall be contingent on the Tenant obtaining approval for their proposed use at this location from the Commonwealth's Department of Public Health and all local zoning approvals and permits. Landlord will cooperate in all respects to assist tenant in obtaining all approvals.
Non-Disturbance:	N/A

NATIVE SUN WELLNESS LETTER OF INTENT

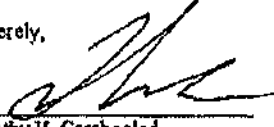
Brokerage:

The Tenant has not contacted any Broker, or any other third party, to represent them and shall not be responsible for any fees and/or commissions that may be due. Kevin Clancy of RE/MAX Destiny represents the owner and has a separate agreement. Page 5 of 5

We appreciate the opportunity to present to you this Letter of Intent and look forward to finalizing this document

The purpose of this document is to memorialize certain business points and the parties hereby agree to negotiate in good faith to execute a mutually agreeable lease based on these terms by _____. The parties mutually acknowledge that their agreement is qualified and that they therefore contemplate the drafting and execution of a more comprehensive agreement

Sincerely,


Timothy H. Caraboolad
Authorized Signatory for
Native Sun Wellness, Inc.

AGREED AND ACCEPTED:

Kauffman

Joyce Kauffman and/or owner of record

Name: 

Title: OWNER

Date: 5-12-18

FIRST AMENDMENT TO LETTER OF INTENT**AMENDMENT TO THE LETTER OF INTENT TO LEASE DATED MAY 11, 2018
BETWEEN:****JOYCE KAUFFMAN
("LANDLORD")****AND****NATIVE SUN WELLNESS, INC.
("TENANT")**

WHEREAS, the Landlord and Tenant entered into a Letter of Intent to Lease the property located at 229-231 Third Street, Cambridge, MA 02142 on May 11, 2018 (the "Letter of Intent"); and

WHEREAS, the Landlord and Tenant desire to amend the Letter of Intent as set forth in this First Amendment to Letter of Intent;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

I. Amendments

- A. A new "Limitation of Remedies" provision is hereby inserted with the following language:**

"Notwithstanding anything to the contrary in this Letter of Intent to Lease or the Lease, and in accordance with state regulatory requirements, the Parties agree that the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act (Ch. 369 of the Acts of 2012 or M.G.L. Ch. 94I) or M.G.L. Ch. 94G, i.e. any product containing any amount of marijuana, is not an available remedy in the event of a default, breach, surrender or any other failure to perform under this Letter of Intent to Lease or the Lease. In addition, the Parties understand and agree that a Certificate of Registration, whether provisional or final, or other marijuana establishment license, is non-transferable, and may not be assigned or transferred without prior approval from the applicable state regulatory authority. The Parties agree that Tenant's Certificate of Registration or other marijuana establishment license is not an asset that may be seized by Landlord or available as a remedy for Landlord's default, breach or other failure to perform under this Letter of Intent to Lease or the Lease."

II. No Other Change

Except for as provided in Section I of this Amendment, there are no other changes to the Letter of Intent, which is otherwise affirmed in its entirety by the Landlord and Tenant.

III. Governing Law

This First Amendment to Letter of Intent to Lease shall be governed, construed, and interpreted by, through and under the Laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have executed this First Amendment to Letter of Intent to Lease as of the date written below.

JOYCE KAUFFMAN (LANDLORD)

FOR NATIVE SUN WELLNESS, INC. (TENANT)


Joyce Kauffman, Owner


Timothy Caraboolad, Chief Executive Officer

Dated: 7/23/18

Dated: 7/23/18

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This 1st day of June, 2018 (the "Effective Date")

1. **PARTIES
AND MAILING
ADDRESSES**

Weissman Real Estate LLC, hereinafter called the SELLER, agrees to SELL and Timothy H. Caraboolad or his nominee hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION**

The premises (the "Premises") is defined as the land located at 140 Industrial Road, Fitchburg MA 01420 and Units A and B (each, a "Unit, and collectively, the "Units") of the 140 Industrial Condominium (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated September 8, 1988, and recorded with Worcester North District Registry of Deeds in Book 3245, Page 346, as amended (the "Master Deed"), together with (a) an undivided 100% percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, and (b) the rights and easements appurtenant to the Units as may be set forth in any document governing the operation of the Condominium including, without limitation, the Master Deed, the By-Laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The Premises was conveyed to the SELLER by deed recorded with the Worcester County North District Registry of Deeds in Book 8059, Page 163.
3. **BUILDINGS,
STRUCTURES
IMPROVE-
MENTS,
FIXTURES**

Included in the sale as a part of the Premises are the buildings (the "Buildings") structures, and improvements now thereon, together with all approvals, licenses, permits, site plan approvals and variances relating to the Buildings and the Premises, if any, and the fixtures used in connection therewith including, if any, furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, fences, gates, trees, shrubs, plants, air conditioning equipment, ventilators, and excluding: Security system equipment, including cameras, recording devices and switches, cabinets used to store security system equipment, wood humidification system, air compressor, time clocks, warehouse racks, freight weighing scale and components and dock bumpers, all of which shall be removed prior to the expiration of the use and occupancy period set forth in the Use and Occupancy Agreement (defined in Paragraph 9).

4. **TITLE DEED** The 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 before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this agreement; and
 - (e) Easements, restrictions and reservations of record if any, so long as the same do not prohibit or materially interfere with the current use of the Premises and BUYER's intended use of the Premises and are accepted by BUYER during the Due Diligence Period (defined in Paragraph 21 below).

5. **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.

6. **REGISTERED TITLE** In addition to the foregoing, if the title to the 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 Certification of Title.

7. **PURCHASE PRICE** The agreed purchase price for the Premises is Two Million Eight Hundred Seventy Five Thousand DOLLARS (\$2,875,000), of which:

\$100,000.00	have been paid on or before the date hereof (the "Deposit")
\$2,775,000.00	are to be paid at the time of delivery of the deed by Electronic Funds Transfer or Wire Transfer.
\$2,875,000.00 TOTAL	

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed is to be delivered at 12:00 Noon on the 1st day of August, 2018 (the "Closing" or "Closing Date") at the Worcester County Northern District Registry of Deeds in Fitchburg, MA, or at the office of BUYER's lender's counsel, located within thirty miles of the Worcester County Northern District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. **POSSESSION AND CONDITION OF PREMISES** Full possession of Premises free of all tenants and occupants, except as permitted pursuant to the Use and Occupancy Agreement attached hereto and incorporated herein by reference as Exhibit A ("Use and Occupancy Agreement"), is to be delivered at the time of the delivery of the deed, the Premises to be then: (a) in the same condition as they are as of the Effective Date, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, (c) not in violation of any federal, state, or local law, by-law, rule or regulations covering the Premises, and (d) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with terms of this Agreement.

10. **EXTENSION TO PERFECT TITLE** 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

- OR MAKE
CONFORM
- the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to resolve any defects in title, 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 SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a time period of up to thirty (30) calendar days. "Reasonable efforts" as used herein shall not require the Seller to spend more than \$15,000.00, including attorney's fees, to remedy any nonconformity or defect, excepting the payoff of municipal liens and consensual or financial liens granted by SELLER.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in the title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement of any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purpose, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto unless the BUYER elects to accept title pursuant to the terms of Paragraph Twelve (12) of this Agreement.
12. 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, if the the Premises shall have been damaged by fire or casualty insured against, then at BUYER option the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage, less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance and recording of the 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.
14. 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 to be procured are recorded simultaneously with the delivery of said deed, or, in the case of institutional lenders, within a reasonable amount of time thereafter in accordance with customary conveyancing practices.

15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on the Premises as follows:
- | Type of Insurance | Amount of Coverage |
|-----------------------------------|-------------------------|
| (a) Fire and / or Deluxe Property | 100% of the replacement |
| (b) Extended Coverage | cost of the Premises |
- All risk of loss to remain with SELLER until delivery and recording of deed.
16. **ADJUSTMENTS** Water and sewer use charges and taxes for the then current fiscal year shall be apportioned and fuel value and common expenses for the then current month 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. At closing, all funds, including any working capital, then held by the organization of unit owners shall be transferred to SELLER. BUYER shall not be required to contribute to said working capital at or prior to the closing. The provisions of this Paragraph shall survive the recording of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall there-after be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE** A Broker's fee for professional services of five percent (5%) of the purchase price is due from the SELLER to The Stubblebine Company, the Broker herein, if, as and when the purchase price has been paid to SELLER and the deed has been recorded, and not otherwise, regardless of the reason.
19. **BROKER(S) WARRANTY** The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT** All deposits made hereunder shall be held in escrow by The Stubblebine Company as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER, or by final order of a court of competent jurisdiction. The delivery, acceptance and recording of the deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder.
21. **DUE DILIGENCE, BUYER'S DEFAULT; DAMAGES** The Buyer shall have Sixty (60) days (the "Due Diligence Period") commencing from the execution of this Purchase & Sale Agreement, to conduct, at its sole expense and discretion, any and all due diligence BUYER deems necessary ("BUYER's Due Diligence Investigations"). BUYER shall have access to the Premises at reasonable times upon reasonable notice to conduct BUYER's Due Diligence Investigations. In the event the BUYER is not satisfied with BUYER's Due Diligence Investigations for any reason or no reason, the BUYER may terminate this Agreement by notifying SELLER or its counsel in writing on or before the expiration of the Due Diligence Period of BUYER's election to terminate this Agreement, whereupon all Deposits made hereunder will be returned to the BUYER within five (5) business days of termination and this Agreement shall be void without recourse to either party, except that, ten thousand dollars (\$10,000.00) from the Deposit shall be retained by the SELLER. In connection with the foregoing, the SELLER has provided, or will

provide within 3 days after Buyer's request, the BUYER with information pertaining to the Premises in SELLER's control or possession including but not limited to the following: (a) a current legal description of the Premises; (b) the previous or existing environmental reports for the Premises; (c) all plans, drawings, and specifications relating to the improvements and any engineering and architectural studies and similar data for the Premises; (d) a list and complete copy of all service contracts, maintenance contracts, management contracts, and warranties relating to the Premises; (e) a list and complete copy of all licenses, permits, maps, certificates of occupancy, building inspection approvals and covenants, conditions and restrictions (CC&R's) for the Premises; (f) copies of the financial statements, property tax bills and similar records for the Premises for the past three (3) years; (g) copies of all insurance certificates for the Premises; (h) surveys; and (i) title information (collectively, the "Seller Deliverables").

After the expiration of the Due Diligence Period, if the BUYER shall fail to purchase the Premises on the Closing Date and SELLER is not in default hereunder, then the Deposit made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER's sole remedy at law and in equity for BUYER's default. In the event that the BUYER terminates the Agreement pursuant to the terms specified herein, or the Buyer shall fail to fulfill the BUYER's agreements herein, then the BUYER will promptly convey all Due Diligence materials collected by BUYER to the SELLER for the SELLER's future use.

Within ten days of termination of this Agreement, BUYER shall return to SELLER any and all Seller Deliverables in BUYER's possession

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|---|--|
| 22. RELEASE BY HUSBAND OR WIFE | Intentionally Deleted. |
| 23. BROKER AS PARTY | The Broker(s) named herein join(s) in this agreement and become(s) a party hereto insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing. |
| 24. LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY, etc. | 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. |
| 25. WARRANTIES AND REPRESENTATIONS | <p>The BUYER acknowledges 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 made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):</p> <p style="text-align: center;">None except as otherwise set forth in this Agreement.</p> |
| 26. MORTGAGE CONTINGENCY CLAUSE | Intentionally Deleted. |
| 27. 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 ensures to the benefit of the parties |

hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. If two or more persons are named herein as BUYER their obligations 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.


28. ADDITIONAL PROVISIONS

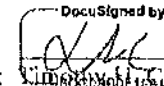
At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a statement from the organization of unit owners in recordable form and setting forth, in accordance with Section 6(d) of the Act, that there are no outstanding common expenses assessed against either Unit as of the end of the month in which the Closing occurs.

See Rider to Purchase and Sale Agreement attached hereto and incorporated herein.

[Signature Page to Follow]

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


Seller: Weissman Real Estate LLC
By: Joshua Weissman,
Manager

DocuSigned by:

Buyer: Timothy H. Karaboolad or his nominee
By: _____

RIDER TO PURCHASE AND SALE AGREEMENT

SELLER: Weissman Real Estate LLC
BUYER: Timothy H. Caraboolad or his nominee
PREMISES: 140 Industrial Road, Fitchburg MA

29. Buyer shall, at its sole expense, complete the following:

- a. No later than 15 days after the Closing, file all necessary requests and applications for permits and approvals to the Fire Department and other applicable authorities with the City of Fitchburg to complete the Post Closing Work (defined below).
- b. Upon Buyer's request with at least 5 days' prior notice to Seller, Seller will terminate all gas, electrical, fire alarm, security and sprinkler service located inside that portion of the connector building that runs between 172 Industrial Road and 140 Industrial Road ("Connector Building") that lies outside the Premises.
- c. Within 15 days of the date that Seller gives notice to Buyer in writing that the 480 electrical service is no longer needed for Seller to power its warehouse in 140 Industrial Rd, Buyer will remove, by pulling all wires for the 480 electrical service that runs underground, across the parking lot, from the circuit box located at 172 Industrial Road to 140 Industrial Road.
- d. Within 90 days following Buyer's receipt of all necessary permits and approvals build a permanent concrete block wall in the Connector Building along the boundary lines of 172 Industrial Road and 140 Industrial Road to prohibit access between the Premises and the adjacent structure at 172 Industrial Road via the Connector Building of a quality, thickness and appearance designed by a licensed structural engineer, consistent with the building and fire codes of the City of Fitchburg (the "Party Wall").

(Items a through d above are known collectively, as the "Post Closing Work"). The completion of the Post Closing Work is subject to Buyer receiving all applicable permits and approvals for the Post Closing Work and subject to Paragraph 29C below.

- e. Buyer shall diligently pursue all of the requests and applications for permits and approvals for the Post Closing Work;
- f. Buyer shall offer to Seller at no cost any dock levelers that Buyer intends to discard from 140 Industrial Road after removal;
- g. Buyer shall remove all debris from Post Closing Work promptly;
- h. Buyer shall consult with Seller until completion of the Post Closing Work;
- i. Buyer shall indemnify, defend and hold harmless Seller from and against all liability, loss, demands, causes of actions, damages, claims ("Claims") and all expenses pertaining

to, relating to or incidental to such Claims (including reasonable attorney's fees), based upon, caused by, arising out of or in any way related to or concerning the Post Closing Work unless such Claims arise out of Seller's negligence or intentional acts or omissions.

- j. Upon Buyer's receipt of all necessary permits and approvals for the construction of the Party Wall, Buyer and Seller agree to execute and record a mutual easement agreement establishing an ongoing easement on both 140 Industrial Road and 172 Industrial Road for the continued existence of the Connector Building, with Buyer to bear the responsibility for maintaining both the Connector Building and the Party Wall, and with either party having the right to demolish and deconstruct that portion of the Connector Building on their property, at their sole cost and expense, at any time after five years after the date of that the easement is recorded with the Worcester North Registry of Deeds upon 15 days prior written notice to the other party, in the form of the appended Exhibit B.

The provisions of this section 29 shall survive the Closing

29A If within ninety days after the Buyer files all necessary requests and applications for permits and approvals to the Fire Department and other applicable authorities within the City of Fitchburg, and such authorities have not granted or at the time Buyer reasonably determines such authorities will not grant all necessary permits and approvals to build a Party Wall, then, Buyer shall, at its sole expense, complete the following:

- a. No later than 15 days after Buyer determines that the applicable authorities will not grant all necessary permits and approvals to build a Party Wall, Buyer will file all necessary requests and applications for permits and approvals to the Fire Department and other applicable authorities with the City of Fitchburg to complete the Alternative Post Closing Work (defined below).
- b. If not already completed, within 15 days of the date that Seller gives notice to Buyer in writing that the 480 electrical service is no longer needed for Seller to power its warehouse in 140 Industrial Rd, Buyer will remove, by pulling all wires for the 480 electrical service that runs underground, across the parking lot, from the circuit box located at 172 Industrial Road to 140 Industrial Road.
- c. Subject to Paragraph 29C, demolish and deconstruct the Connector Building in its entirety and build a new exterior wall at 172 Industrial Road where the entranceway to the Connector Building had been. Such exterior wall shall be a quality, thickness and appearance consistent with the immediate exterior walls of the existing structure at 172 Industrial Road

(Items a, b and c above are known as the "Alternative Post Closing Work"). The completion of the Alternative Post Closing Work is subject to Buyer receiving all applicable permits and approvals for the Post Closing Work and subject to Paragraph 29C below.

- d. Buyer shall diligently pursue all of the requests and applications for permits and approvals for the Alternative Post Closing Work;

- e. Buyer shall offer to Seller at no cost any dock levelers that Buyer intends to discard from 140 Industrial Road after removal.
- f. Buyer shall upon demolition, deliver to the Seller the steel exit door from the Connector Building;
- g. Buyer shall remove all debris from Alternative Closing Work promptly;
- h. Buyer shall consult with Seller throughout; and
- i. Buyer shall indemnify, defend and hold harmless Seller from and against all liability, loss, demands, causes of actions, damages, claims ("Claims") and all expenses pertaining to, relating to or incidental to such Claims (including reasonable attorney's fees), based upon, caused by, arising out of or in any way related to or concerning the Alternative Post Closing Work unless such Claims arise out of Seller's negligence or intentional acts or omissions. The provisions of this Section shall survive the termination or cancellation of this Agreement.

The provisions of this section 29A shall survive the Closing.

29B. If Seller is notified by an applicable governmental agency that Seller's premises at 172 Industrial Road do not comply with applicable building, fire and trade codes, or may not be in compliance with applicable building, fire and trade codes as a result of work to be performed by Buyer or if Buyer's requests and applications for permits and approvals to perform Post Closing Work or Alternative Post Closing Work shall only be granted upon the performance of additional work at 172 Industrial Road such as, for example, but not limited to, installation of an egress to the outside, installation of sprinklers, fire alarms, and or electrical service in the portion of the Connector Building that is part of 172 Industrial Road ("172 Industrial Road Work"), then Buyer shall, within a reasonable period of time after receipt of a written request from Seller, complete the 172 Industrial Road Work and Seller shall cooperate in all respects to enable the Buyer to complete the 172 Industrial Road Work. If Buyer fails to complete the 172 Industrial Road Work in accordance with the immediately preceding sentence after written notice by the Seller and a reasonable opportunity to cure such incomplete work, then Seller shall complete the 172 Industrial Road Work, and Buyer, at its sole expense, shall reimburse Seller for all reasonable costs and expenses, including legal, permitting, architectural, trades and general contracting, incurred with regard to such 172 Industrial Road Work within 30 days of a request for reimbursement.

The provisions of this section 29B shall survive the Closing

29C. Notwithstanding any provision in Paragraphs 29, 29A and 29B to the contrary, Buyer shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of Paragraphs 29, 29A and 29B when prevented from so doing by causes beyond Buyer's control, which shall include, but not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God and such performance will be extended for a period of time equivalent to the period of such delay but not exceeding an additional 180 days.

The provisions of this section 29C shall survive the Closing.

29D. Seller agrees to cooperate in a timely manner as may reasonably be necessary, at no cost, however,

to Seller, with Buyer's applications for the permits and approvals for any work under Paragraphs 29, 29A and 29B.

The provisions of this section 29D shall survive the Closing.

29E. Buyer shall, on the Closing Date, pay to Robert Feigen, Esquire (the "Escrow Agent") the sum of \$25,000 (the "Escrow Funds") to be held until the Post Closing Work or Alternative Post Closing Work, as applicable, is complete. Upon completion of the Post Closing Work or Alternative Post Closing Work, as applicable, upon receipt of written request made by Buyer, the Escrow Agent shall refund the Escrow Funds to Buyer within 5 days of Escrow Agent's receipt of such request. If the Post Closing Work or Alternative Post Closing Work, as applicable, is not complete by 365 days after the Closing, subject to Paragraph 29C, then Seller may complete the Post Closing Work or Alternative Post Closing Work, as applicable, and access the Escrow Funds for expenses incurred for such completion. Escrow Agent shall promptly disburse Escrow Funds upon written request.

The provisions of this section 29E shall survive the Closing.

30. Upon expiration of the Due Diligence Period and if BUYER elects to proceed, BUYER acknowledges that SELLER is selling, and BUYER shall accept, the Premises in an "AS IS" condition and with "ALL FAULTS" as at the time of the Effective Date, without any warranty or representation by Seller, its employees, directors, officers, agents, consultants or brokers whatsoever relating to the Premises or this transaction except as set forth in this Agreement. Buyer further acknowledges and confirms that Buyer is not relying on any representation or inducement which was or may have been made or implied by Seller or any other party acting on behalf of Seller with respect to the Premises or any circumstances or conditions affecting the Premises (including, without limitation, matters relating to approvals and requirements of governmental authorities and utility companies, or the income or expenses associated with the Premises) except as expressly set forth in this Agreement. Buyer acknowledges that it is a sophisticated real estate investor who has had (or who will have pursuant to the provisions of this Agreement) access to and sufficient time to review all information, documents, agreements, studies and tests relating to the Premises which it deems necessary or desirable and that it has conducted or will conduct to its satisfaction a complete and thorough inspection, analysis and evaluation of the Premises, including but not limited to environmental issues, if any, and has conducted or will conduct pursuant to the provisions of this Agreement such tests and has or will receive and review such information as it required pursuant to this Agreement. Buyer is fully aware of or will investigate pursuant to the provisions of this Agreement the condition of the Premises as well as all facts, circumstances and information which may affect the use and operation of the Premises, and will rely on the Due Diligence Investigations in determining to purchase the Premises rather than any information that may have been provided by Seller unless such information provided by SELLER is specifically embodied in this Agreement. Except with respect to a breach by Seller of any representation or warranty expressly contained herein, all violations of, and/or any enforcement action of any kind whatsoever taken by any federal, state or municipal government to enforce any federal, state or municipal laws, statutes, regulations, ordinances, orders or requirements, whether or not noted or issued by any governmental authorities having jurisdiction of any type or character whatsoever, against or affecting the Premises or any part thereof, shall be the sole responsibility of Buyer, who expressly undertakes the duty and obligation to investigate the existence of any such violations, and Seller shall have no responsibility therefor.

Except with respect to a breach by Seller of any representation or warranty expressly contained herein, Buyer, on behalf of itself, its officers, directors and its and their respective successors and assigns, shall, and by the execution of this Agreement, hereby does, forever release Seller, its officers, directors, agents and employees, and its and their respective successors and assigns, of and from any and all claims, demands, obligations, costs, loss or damage, causes of action, legal or administrative proceedings, liabilities, penalties, fines, liens, judgments, or

expenses whatsoever whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of or in any way connected with the condition of the Premises, including without limitation, the environmental and structural condition of the Premises. Except with respect to a breach by Seller of any representation or warranty expressly contained herein, Buyer shall, upon the Closing, and, by the execution of this Agreement, hereby does, forever release Seller, its officers, directors, agents and employees, and its and their respective successors and assigns, of and from any environmental claims and causes of action now existing or hereafter created or enacted, whether at common law or by federal, state, county, or municipal law or ordinance. Except with respect to a breach by Seller of any representation or warranty expressly contained herein, Buyer agrees never to commence, aid in any way, or prosecute against Seller, its officers, directors, agents and employees and its and their respective successors and assigns, any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities covered in this Section.

Unless otherwise set forth herein, Buyer, on behalf of itself, its officers, directors and its and their respective successors and assigns, expressly waives any rights or benefits available to it with respect to this release under any provision of applicable law which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. Buyer, by the execution of this Agreement, acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known and unknown, described in this section.

Notwithstanding the foregoing, BUYER reserves all of BUYER's rights with respect to any representations or warranties expressly made by Seller in this Agreement.

The provisions of this section shall survive the Closing or the Termination of this Agreement.

31. Notice. All notices required or permitted to be given hereunder shall be in writing and delivered by (i) fax or email or (ii) by hand, overnight mail or certified mail, return receipt requested, to BUYER or SELLER as the case may be, to:

IF TO SELLER:

Joshua Weissman, Manager
Weissman Real Estate LLC
172 Industrial Road
Fitchburg, MA 0142

with a copy to:

Robert Feigin, Esquire
Hutchings Barsamian Mandelcorn LLP
110 Cedar Street, Suite 250
Wellesley Hills, MA 02481
Telephone: (781) 431-2231, ext 233
Fax: (781) 431-8726
Email: rfeigin@hutchingsbarsamian.com

IF TO BUYER:

Timothy H. Caraboolad
67 Kemble St.

Suite 2.3
Boston, MA 02119

with a copy to:

David J. Murphy, Esquire
MURPHY PC
160 Federal Street, 15th Floor
Boston, MA 02110
Phone: 617.423.1150
Fax: 617.507.5696
Email: djmurphy@murphypc.com

Any such notice shall be deemed given at the earlier of (i) when so sent by facsimile, with the transmitting party retaining confirmation of transmission (and if reasonably convenient, the transmitting party shall attempt to make a "courtesy call" to notify the other party of transmission); (ii) when delivered by email, provided that the transmitting party retains confirmation that the email transmitted was received; or, (iii) when so delivered by hand, received by overnight courier, or when deposited with the United States Postal Service. Facsimiles or electronic transmissions of signatures shall be deemed originals for purposes of the execution of this Agreement and any modification, extension or notice hereunder. Any such notice given to or by Buyer's or Seller's attorney, as appropriate, shall also be deemed adequate notice pursuant to and in compliance with this Section.

32. Title and Practice Standards. Any title matter which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be governed by said standard to the extent applicable.

33. Discharges. Discharges to be obtained by or on behalf of Seller from institutional mortgage lenders paid at closing for mortgages granted by Seller may be procured and recorded within a reasonable time after the delivery of the Deed in accordance with customary local conveyancing practice.

34. Real Estate Broker. Buyer and Seller represent and warrant to each other that neither has contacted any real estate broker in connection with this transaction other than the broker named herein, The Stubblebine Company, and that Buyer was not directed to Seller as a result of any services or facilities of any other real estate broker. Buyer and Seller agree to hold each other harmless from and indemnify each other against all damages, claims, losses and liabilities, including legal fees incurred in defending against such damages, claims, losses and liabilities, arising out of or resulting from the failure of such representation and warranty. This provision shall survive the closing hereunder.

35. Access. From and after the date of this Agreement, Seller agrees to permit Buyer and Buyer's designees to enter the Premises at reasonable times, upon reasonable prior notice for the purposes of making measurements, financing inspections, Due Diligence Investigations, and the like. Under no such circumstance shall the Buyer or any agent of the Buyer be allowed to make any sort of alteration to the Premises during their access unless otherwise agreed upon by the Buyer and Seller. In consideration of the foregoing, Buyer indemnifies and holds Seller harmless from and against all liability, loss, demands, causes of actions, damages, costs and expenses, including reasonable attorney fees caused or in any way related to any of the foregoing person(s) entry on the Premises, except to the extent the same is due to Seller's intentional acts or gross negligence or as covered by Seller's insurance. Buyer and Seller agree that the provisions of this Paragraph shall survive delivery of the deed.

36. Apportionments/Adjustments. In the event any apportionment/adjustment pursuant to Paragraph 17 is, within ninety (90) days subsequent to the Closing, found to be erroneous, then either party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) business days from the date of the invoice. The provisions of this Paragraph shall survive delivery of the deed.

37. Dates. In the event that the date scheduled for the Closing, or the date that any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday or legal holiday, the Closing, or the due date of said notice, shall be the next business day.

38. 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.

39. No Agreement Until Executed/Prior Agreements Superseded: The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or an acceptance of an offer to sell the premises; it being understood and agreed that neither the Buyer nor the Seller shall be legally obligated with respect to the purchase or sale of the Premises unless and until this Agreement has been executed by both the Buyer and the Seller and a fully executed copy thereof has been delivered to both parties. This Agreement reflects the complete and entire understanding of the parties as of the date of this Agreement. This Agreement supersedes and nullifies any pre-existing agreements of the parties, be they oral or written.

40. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at substantially the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement.

41. As a material inducement to BUYER to enter into and perform its obligations under this Agreement, SELLER represents and warrants as of today and as of the closing date:

- (a) the SELLER has received no notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (b) without having made any independent investigation, and with no duty to do so, SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- (c) without having made any independent investigation, and with no duty to do so, SELLER has no knowledge nor has the SELLER received any written notice of any takings, condemnations, or betterment assessments, actual or proposed with respect to the Premises;
- (d) Seller has full right and power to execute and enter into this Agreement and the other documents to be executed at Closing and, upon Seller obtaining the approval by Massachusetts Development Finance Agency for the release of Premises from the lien of

a Mortgage and Security Agreement and related documents dated April 24, 2018 to carry out the transactions contemplated hereby and therein; the execution, delivery and performance of this Agreement and the other documents to be executed at Closing and this Agreement and the other documents to be executed at Closing are, or will be, the legal, valid and binding obligations of the Seller, enforceable in accordance with their terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally. Seller may execute, deliver and perform this Agreement or any other document executed by one or both of the parties at Closing without the necessity of Seller obtaining any consent, approval, authorization or waiver giving any notice to or from any person, governmental body or agency other than consents, approvals, authorizations or waivers which have been, or prior to the Closing will be, obtained and on the Closing will be in full force and effect and such notices which have been or prior to the Closing will be duly given;

- (e) to the best of Seller's knowledge, Seller has good title to all of the Premises being sold to Buyer; subject to a Mortgage and Security Agreement and related documents dated December 27, 2013 and recorded in Book 8059, Page 167 granted to Massachusetts Development Finance Agency, as amended by Amendment to Security Agreements dated January 18, 2016 and recorded in Book 8492, Page 295 and a Mortgage and Security Agreement recorded in Book 9059, Page 182, all of which shall be, released with regard to the Premises and (ii) the Premises shall be free and clear of all liens, pledges, charges, encumbrances, equities, claims or other restrictions on the Closing except such as are to be paid off at closing pursuant to Paragraph 14 of this Agreement;
- (f) Seller is not a corporation and shall not be obligated to deliver to Buyer a release or other instrument from the Massachusetts Department of Revenue;
- (g) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller;
- (h) There are no occupancy agreements, leases or the like with respect to the Premises and no one has any right to use or occupy the Premises. Seller has no knowledge of any contingent liabilities relating to the Premises;
- (i) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445;
- (j) Seller has delivered to Buyer any and all environmental/hazardous waste studies and reports relating to the Premises which are in Seller's possession. Seller has not generated, stored or disposed of any Hazardous Substances on the Premises, other than such substances and in such quantities as are usual and customary to Seller's business, and, to the best of Seller's knowledge, there has been no generation, storage or disposal of any Hazardous Substances on the Premises or any real property abutting or adjoining the Premises that is owned by Seller or an affiliate of Seller (an "Adjoining Premises") by any other person or entity, including any current or former tenants of Seller or an affiliate of Seller, and Seller has not received written notice from any governmental authority regarding the presence or alleged presence of any Hazardous Substances on the Premises or any Adjoining Premises. As used in this Agreement, "Hazardous Substances" means any hazardous wastes or hazardous substances as defined in any

Environmental Law including, without limitation, any asbestos, PCB, toxic, noxious or radioactive substance, methane, radon, volatile hydrocarbons, industrial solvents or any other material or substance which could cause or constitute, a health, safety or other environmental hazard triggering any cleanup statutes, laws, rules or regulations, ordinances, orders, decrees and interpretations now or hereafter in effect ("Environmental Laws") including, without limitation (1) the Massachusetts General Laws, Chapter 21E; (2) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), as amended by Superfund Amendments and Reauthorization Act; (3) the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (4) the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.); (5) the Clean Air Act, (42 U.S.C. §7401, et seq.); (6) the Federal Pollution Control Act (33 U.S.C. §1251, et seq.); and (7) any other Federal, State or local environmental statute, code, regulation or ordinance, including those yet to be enacted; and includes all amendments, successor laws and/or replacement laws to same as well as all regulation issued under the foregoing.

- (k) all financial information with respect to the Premises that Seller has supplied to Buyer in connection with this transaction is true and accurate in all materials respects;
- (l) To the best of Seller's knowledge, without having made any independent investigation and with no duty to do so, there is no taking, condemnation, or special assessment, actual or proposed, concerning the Premises and Seller shall promptly deliver notice of any such taking, condemnation, or special assessment that arises during the term of this Agreement;
- (m) There are no service contracts affecting the Premises for which Buyer shall be responsible after Closing; and
- (n) SELLER has delivered accurate and complete copies of Seller Deliverables as defined in Paragraph 21.

All representations or warranties of the parties hereto shall be in full force and effect as of the Closing and shall survive the Closing for a period of 240 days.

42. Notwithstanding anything set forth in this Agreement to the contrary, the obligations of Buyer hereunder are contingent upon and subject to the fulfillment at or prior to the Closing of each of the following conditions and the transactions provided for herein shall not be closed unless each such condition has either been met, fulfilled or waived by Buyer:

- (a) Seller has complied with and otherwise performed in all materials respects each of the covenants and obligations of Seller set forth in this Agreement.
- (b) The condition of the Premises complies with this Agreement, specifically including but not limited to Paragraph 9.
- (c) The representations and warranties of Seller contained herein shall be true and correct in all material respects as provided for herein at the time of Closing and all agreements of Seller contained herein and required to be performed at or prior to the Closing shall have been performed in all material respects as provided for herein at the time of Closing.

- (d) Seller shall deliver to Buyer a certificate dated as of the date of the Closing, signed by Seller certifying that Seller's representations and warranties contained herein are true and correct in all material respects as of the Closing, except to the extent that such representations and warranties may be incorrect as of the Closing because of changes occurring after the date hereof with the written approval of Buyer.
- (e) That title to the Premises shall be insurable under an owner's form of title insurance policy issued to Buyer by a title insurance company licensed to do business in Massachusetts at standard rates on ALTA Form B without taking exception (other than the preprinted standard exceptions) for any matter not permitted under this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

In the event Seller shall not be able to convey the Premises on the Closing Date (as the same may be extended pursuant to the terms of this Agreement) in accordance with the provisions of this Paragraph, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Premises in such condition as Seller is able, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing for an additional five (5) business days, or (iii) terminating this Agreement, in which event the Deposit shall be returned to Buyer within five (5) business days and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.


43. Between the Effective Date and Closing:

- (a) Seller shall continue to operate the Premises as presently operated in the ordinary course of business; provided, however, Seller shall not enter into any agreement that extends beyond the Closing without Buyer's consent which may be granted or withheld in Buyer's sole discretion;
- (b) Seller shall not cancel any, or reduce the amount of coverage of any insurance policies now in effect with respect to the Premises;
- (c) Prior to the Closing, the Seller shall promptly inform the Buyer in writing of (i) Seller's receipt of any notice of any special assessment, zoning or other land use regulation proceedings relating to the Premises, and (ii) Seller's receipt of any notice of any violation or claimed violation of law, rule or regulation relating to Hazardous Materials located on the Premises or Adjoining Premises in which event Seller shall correct any such violation or claimed violation prior to the Closing.
- (d) From and after the Effective Date through the Closing, Seller shall take the Premises off the market and not offer the Premises for sale or lease to any other person or entity, or accept, invite, or respond to offers for the purchase or leasing of the Premises.
- (e) Seller shall not agree to any restriction, covenant, easement, taking or other matter affecting the title to the Premises, without Buyer's written consent, which may be granted or withheld by Buyer in Buyer's sole discretion.

- (f) Seller shall not modify, cancel, extend, renew or otherwise change in any manner any of the terms, covenants or conditions of any of contracts affecting the Premises or enter into any new agreement affecting the Premises without the prior written consent of Buyer, which consent may be granted or withheld in the sole and absolute discretion of Buyer.
 - (g) Seller shall cooperate with Buyer, at no out of pocket cost to Seller, in connection with Buyer's Due Diligence Investigations.
44. It is understood and agreed by the parties that the Premises shall not be in conformity with title provisions of this Agreement unless:
- (a) All buildings, structures and improvements, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the Premises of any other person or entity, excepting such encroachments as are detailed in Paragraph 29 hereof;
 - (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises, excepting such encroachments as are detailed in Paragraph 29 hereof;
 - (c) The Premises shall abut a public way duly laid out or accepted as such by the city or town in which the Premises are located;
 - (d) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use; and
 - (e) The Premises is equipped with all necessary utilities, including, without limitation, electric, water, public sewer or private legally conforming on-site subsurface wastewater disposal system, telephone, cable and/or natural gas.
45. SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents customary for a commercial closing in Massachusetts as may reasonably be required by BUYER's attorney, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) 1099 reporting form; (e) a certificate certifying that all SELLER's representations and warranties contained in this Agreement are true and correct in all material respects as of the Closing; and (f) keys to the Buildings.
46. By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that neither Party shall avoid any obligation hereunder by failing to provide such original signature.

47. Seller and Buyer agree to at all times maintain the confidentiality as to the existence of, and the terms and conditions of, this Agreement, except such disclosures to attorneys, accountants, consultants, lenders and others as are reasonably required in order to consummate this transactions (provided that Seller or Buyer who makes such disclosure to such persons advises such persons of the confidentially requirements contained herein and directs such persons to comply with the same), or otherwise required by any governmental authority or a court with appropriate jurisdiction. No press release or other media communication shall be issued relating to this transaction without the prior written approval of Buyer and Seller.
48. Right of First Refusal. At the Closing, the Buyer and Seller agree to execute the Right of First Refusal Agreement ("ROFR Agreement") attached hereto as Exhibit C and incorporated herein by reference. From the Effective Date until the Closing Date, as the same may be extended pursuant to the terms herein, the Seller shall not, in any manner, convey, sell or assign its fee interest in, or enter into a Long-Term Lease (defined in the ROFR Agreement) with respect to all or any portion of the ROFR Property, except in accordance with all of the terms and conditions contained in the ROFR Agreement. Any conveyance of the ROFR Property made in violation of the terms of the ROFR Agreement (as defined in the ROFR Agreement) from the Effective Date until the Closing Date shall be void. The provisions of this Paragraph shall survive the delivery of the deed hereunder.

[remainder of page is intentionally blank; signature page to follow]

Seller: 
nominee Weissman Real Estate LLC

By: Joshua Weissman, Manager
and not individually

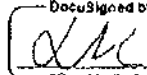
DocuSigned by:

Buyer: ANTHONY H. CARABOOLAD or his

EXHIBIT A

USE AND OCCUPANCY AGREEMENT

This use and occupancy (this "Agreement") is made by and between Weissman Real Estate LLC, (the "Seller"), and Timothy H. Caraboolad or his nominee (the "Buyer").

WITNESSETH:

WHEREAS, the Seller and the Buyer have executed a Purchase and Sale Agreement (the "P&S"), dated May ____, 2018 in which the Seller has agreed to sell and the Buyer has agreed to buy the premises (the "Premises") defined as the land located at 140 Industrial Road, Fitchburg MA 01420 and Units A and B of the 140 Industrial Condominium (the "Condominium");

WHEREAS, the date of the closing specified in Paragraph 8 of the P&S is August 1, 2018 (the "Closing");

WHEREAS, the Seller wishes to use and occupy Unit B including access areas and exclusive use areas pursuant to the Condominium Documents defined in the P&S and the portion of the Connector Building on the Premises (collectively, "Unit B") after the Closing; and

WHEREAS, the Buyer wishes to accommodate the Seller's desire to use and occupy Unit B after the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Occupancy and Term. The Seller shall have the right to use and occupy Unit B beginning on the Closing and terminating on the Termination Date ("U&O Period"). For the purposes of this Agreement, the Termination Date shall be **August 31, 2018** unless the date of Closing is extended pursuant to the P&S in which case the Termination Date will be 30 days following the date of Closing.

2. Payments. The Seller agrees to pay to the Buyer the sum of **\$10,000.00** in advance to be held in escrow by Buyer's counsel, MURPHY PC (the "Escrow Agent"). If the Seller fails to vacate Unit B or is not in compliance with the provisions of Paragraph 4 of this Agreement on the Termination Date, the Seller agrees to pay to the Buyer **\$500.00** per day for each day past the Termination Date that Seller or its agent(s) remain in possession of Unit B or are not in compliance with the provisions of said Paragraph 4.

3. Utilities. The Seller shall pay all amounts due for all utilities for the Premises attributable to Unit B, including but not limited to water, electricity, and gas, so long as Seller occupies Unit B.

4. Condition of Unit B. The Seller shall maintain Unit B in the same condition as it was in as of the date of the Buyer's inspection of the Premises pursuant to Paragraph 9 of the P&S (the "P&S

Inspection") and shall not permit Unit B to be damaged or suffer any waste. The Seller shall not be entitled to alter Unit B in any manner. On the Termination Date, the Seller shall surrender Unit B in broom clean condition free of personal effects except for items included in the P&S. The Seller shall be solely responsible for the cost of any repairs or replacements that are necessary to restore Unit B to the same condition they were in as of the date of the P&S Inspection. The Buyer shall be entitled to inspect Unit B on the Termination Date to ensure that the condition of Unit B complies with the terms of this Paragraph.

5. Liability. The Seller agrees they shall use and occupy Unit B at its sole risk and hazard, and the Buyer shall not be responsible for any loss or any damage to any or all of the Seller's personal belongings. The Seller agrees to indemnify and hold the Buyer harmless from any claims, losses, damages and expenses, including reasonable attorney fees, of any nature, whether for personal injury, property damage, or any other damage, or costs, arising out of (a) the Sellers' breach, or the Buyers' enforcement, of this Agreement, or (b) the Sellers' use of Unit B, including any liability arising out of injury to the Seller, its invitees or guests. The Seller further agrees that it will not make any claim, under any circumstances whatsoever, for any personal injuries or property damage or any other damages or injuries sustained by Seller as a result of its use of Unit B, regardless of the cause of said personal injuries, bodily damage, or other damages or injuries to the Seller.

6. No Tenancy. The Seller agrees that no tenancy of any nature has been established by the execution of this Agreement by the Buyer.

7. Notices. All notices required or permitted to be given hereunder shall be in accordance with the P&S.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Captions. The captions herein are for reference only and are not substantive provisions.

[Signature Page Follows]

Witness our hands and seals this __ day of May, 2018.

Seller: Weissman Real Estate LLC

Buyer: Timothy H. Caraboolad or his nominee

By: Joshua Weissman, Manager
and not individually

EXHIBIT B**RECIPROCAL EASEMENT AGREEMENT**

This RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is executed this ____ day of _____, 2018, by and between Weissman Real Estate LLC, a Massachusetts limited liability company having a business address at 172 Industrial Road, Fitchburg, MA 01420 ("Weissman") and _____, of _____ [address] ("Caraboolad"). Weissman and Caraboolad, as well as their successors and assigns, may sometimes be referred to as the "Owners".

RECITALS

WHEREAS, Weissman is the owner of the land and building known as and located at 172 Industrial Road, Fitchburg, Massachusetts ("172 Industrial"), being Parcel 2 of Parcel A conveyed to Weissman by deed recorded with the Worcester County North District Registry of Deeds in Book 8059, Page 163;

WHEREAS, Caraboolad is the owner of the land and building known as and located at 140 Industrial Road, Fitchburg Massachusetts ("140 Industrial"), conveyed to Caraboolad by deed recorded with the Worcester County North District Registry of Deeds in Book ____, Page _____. 172 Industrial and 140 Industrial may sometimes be referred to as the "Properties";

WHEREAS, there is a connector building running along and between the buildings on 140 Industrial and 172 Industrial as shown on a plan entitled "____" dated ____ and prepared by _____ attached hereto (the "Connector Building");

WHEREAS, the Owners intend to construct a party wall between the Properties dividing the Connector Building along the boundaries of each Property (the "Party Wall") if allowed by applicable government authorities; and

WHEREAS, Weissman and Caraboolad wish to create an easement for the use and maintenance of the Connector Building and Party Wall and for other purposes as are set forth herein.

NOW, THEREFORE, in consideration of the foregoing, Weissman and Caraboolad each hereby agree as follows:

- I. Weissman and Caraboolad hereby grant, for the mutual benefit of the other, and as appurtenant to their respective Property, the following rights and easements:
 - a. perpetual, non-exclusive right and easement for construction, support, enclosure, use, maintenance, repair, and replacement of the Party Wall along the boundaries of 140 Industrial and 172 Industrial whether or not shown on a plan attached to this Agreement.

- b. perpetual, non-exclusive right and easement to access the Connector Building and the area surrounding the Connector Building to the extent necessary for the use and maintenance of the Connector Building and the Party Wall as described in this Agreement.
 - c. perpetual, non-exclusive right and easement to maintain encroachments of any building of one Property to the extent that by reason of the original construction of the Party Wall, surveying errors or subsequent settling or shifting, any part of the building on the other Property encroaches upon the other.
 - d. temporary, non-exclusive right and easement to build the Party Wall and demolish and deconstruct the Connector Building in its entirety and to build a new exterior wall at 172 Industrial where the entrance way to the Connector building has been, to the extent necessary to complete such work. Once such work as been completed this temporary easement shall automatically expire.
- 2. For the period beginning on the date this Agreement is recorded at the Worcester North District Registry of Deeds through and including August 31, 2030, or until the Connector Building shall cease to exist if earlier demolished and deconstructed, Caraboolad shall be solely responsible for any and all expenses relative to the maintenance, repair, upkeep and replacement of the Connector Building and Party Wall. Caraboolad shall have the right to access 172 Industrial upon reasonable request with reasonable notice as is reasonably necessary for such purposes.
- 3. For the time period beginning on September 1, 2030 (if the Connector Building has not earlier been demolished and deconstructed), Weissman and Caraboolad shall each be responsible, at their sole cost and expense, for any and all expenses relative to the maintenance, repair, upkeep and replacement of any portion of the Connector Building as may then remain on their respective Properties, and shall have a mutual right to access each other's Properties for such purposes.
- 4. Each Owner shall keep such Owner's portion of the Party Wall in good condition. Caraboolad shall be solely responsible for any and all expenses relative to the maintenance, repair, upkeep and replacement of the Party Wall, unless the 172 Industrial Owner's (or its tenants, agents, or invitees) negligence causes damage to or destruction of the Party Wall, such negligent party shall bear the entire cost of repair or reconstruction. Caraboolad shall have the right to access 172 Industrial upon reasonable request with reasonable notice as is reasonably necessary for such purposes.
- 5. For the period beginning on the date this Agreement is recorded at the Worcester North District Registry of Deeds through and including August 31, 2030, or until the Connector Building shall cease to exist if earlier demolished and deconstructed, Caraboolad hereby agrees to indemnify, defend and hold harmless

Weissman from and against all liability, loss, demands, causes of actions, damages, claims (collectively, "Claims") and all expenses pertaining to, relating to or incidental to such Claims (including reasonable attorney's fees), based upon, caused by, arising out of or in any way related to or concerning the maintenance of the Connector Building and the construction or maintenance of the Party Wall, unless such Claims arise out of the 172 Owner's (or its tenants, agents, or invitees) negligence, in which case, such negligent party shall bear the entire cost of such repair.

6. For the time period beginning on September 1, 2030 (if the Connector Building has not earlier been demolished and deconstructed), Weissman and Caraboolad each hereby agrees to indemnify, defend and hold harmless the other from and against all Claims and all expenses pertaining to, relating to or incidental to such Claims (including reasonable attorney's fees), based upon, caused by, arising out of or in any way related to or concerning the maintenance of the Connector Building, unless such Claims arise out of the other Owner's (or its tenants, agents, or invitees) negligence, in which case, such negligent party shall bear the entire cost of such repair.
7. From and after the date which is five (5) years from the date of this Agreement, either Weissman or Caraboolad may at any time demolish and deconstruct that portion of the Connector Building as then exists on their respective Properties, at their sole cost and expense (and subject to their receipt of all approvals and permits as may be required by the City of Fitchburg), upon no less than 30 days prior written notice to the other Owner. Such demolition and deconstruction shall be completed in a manner that minimizes any damage to any remaining portion of the Connector Building on the other Owner's property or the Party Wall. Weissman and Caraboolad shall have the right to access each other's Properties upon reasonable request with reasonable notice as is reasonably necessary for such purposes. Weissman and Caraboolad agree mutually to indemnify, defend and hold harmless each other from and against all Claims and all expenses pertaining to, relating to or incidental to such Claims (including reasonable attorney's fees), based upon, caused by, arising out of or in any way related to or concerning the removal of their portion of the Connector Building pursuant to this Paragraph 7.
8. The easement created hereby shall (i) run with the land, (ii) be binding upon and benefit the owners of 140 Industrial, and any and all persons or entities now or hereafter owning 140 Industrial or any interest therein, and (iii) be binding upon and benefit the owners of 172 Industrial, and any and all persons or entities now or hereafter owning 172 Industrial or any interest therein; provided that all easements in this Agreement shall terminate upon the completion of the demolition and deconstruction of the Connector Building, if that shall occur.
9. In the event that either party shall fail to perform any action required under this Agreement, then the other party (the "Acting Party") may provide written notice of such failure to the party failing to perform (the "Non-performing Party"). In

the event that the Non-Performing Party shall fail to cure such failure within thirty (30) days after receipt of such notice, the Acting Party shall have the right, in the Acting Party's sole discretion, to undertake to perform such action, and to charge to the Non-performing Party the reasonable costs incurred by the Acting Party in taking such action.

10. At the time the Connector Building has been removed or detached from the Party Wall, as applicable, all easements under this Agreement shall terminate and will be of no further force and effect.

EXECUTED to take effect as an instrument under seal, as of the date first set forth above.

Weissman Real Estate, LLC

LLC

By:

Joshua Weissman, Manager

Timothy H. Caraboolad

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Joshua Weissman, as Manager of Weissman Real Estate, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Timothy H. Caraboolad, Manager of _____ LLC proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

4820-8907-0850, v. 0

EXHIBIT C**RIGHT OF FIRST REFUSAL AGREEMENT****I. PARTIES**

This Right of First Refusal Agreement (this "Agreement") is made as of this ____ day of _____, 2018 (the "Effective Date"), by and among Weissman Real Estate LLC, hereinafter called the Grantor, and _____, Inc., hereinafter called the Grantee. The Grantor and Grantee are, collectively, known as the "Parties".

II. RECITALS

A. The Grantor is the fee owner of the property described as the land with the buildings and improvements located thereon, if any, being shown as Lot 2 on a Definitive Subdivision Plan of Montachusett Industrial Park, Inc., owned by Michael C. Olson and Martin H. Seppala, February 8, 1974, which plan is recorded in the Worcester Northern District Registry of Deeds in Plan Book 196, Plan 4, containing approximately 8.09 acres located at 0 Industrial Road, Fitchburg, MA 01420 and further described as Parcel B in the deed to Grantor recorded on December 27, 2013 with the Worcester County North District Registry of Deeds in Book 8059, Page 163 (the "ROFR Property").

B. The Grantee is the fee owner of the property consisting of the improvements and land containing approximately 6.42 acres located at 140 Industrial Road, Fitchburg MA 01420 described in the deed from Grantor to Grantee dated _____, 2018 and recorded with the Worcester County North District Registry of Deeds in Book _____, Page _____ (the "Purchase Property").

C. The Parties wish to establish certain rights in the Grantee with respect to the ROFR Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and as an inducement to Grantee to enter into a purchase and sale agreement for the Purchase Property, and in consideration of the agreement to purchase the Purchase Property, the Parties hereby agree as follows:

III. AGREEMENT

1. **Grant of Right of First Refusal.** The Grantor hereby grants to the Grantee a right of first refusal with respect to the ROFR Property on the following terms and conditions:

(a) The Grantor shall not, in any manner, convey, sell or assign its fee interest in, or enter into a Long-Term Lease (defined below) (collectively, a "Transfer") with respect to all or any portion of the ROFR Property, except in accordance with all of the terms and conditions contained in this Agreement. Any conveyance of the ROFR Property

made in violation of the terms of this Agreement shall be void.

(b) If during the term of this Agreement, Grantor elects to Transfer all or portion of such ROFR Property, and the Grantor receives a written bona fide offer for such Transfer that the Grantor desires to accept (an "Offer"), the Grantor shall promptly deliver to the Grantee written notice (in the manner provided in Section 2 below) setting forth the material terms and conditions of the Offer, together with a copy of such Offer (the "Offer Notice"). The Grantor shall provide the Grantee with such reasonable evidence as the Grantee may require to satisfy it as to the bona fide nature of the Offer.

(c) The Grantee shall have the right to purchase or lease the ROFR Property, as the case may be, on the same terms and conditions set forth in the Offer Notice (the "First Refusal Right"), by delivering to the Grantor (in the manner provided in Section 2 below), written notice of its election to exercise the First Refusal Right, in accordance with the terms set forth below (the "Exercise Notice"), on or before the date that is five (5) days after the date of the Grantee's actual receipt of the Offer Notice (such 5-day period being known herein as the "First Refusal Period"). If the Grantee does not intend to exercise the First Refusal Right, Grantee may, but is not obligated to, notify the Grantor in writing that the First Refusal Right will not be exercised (a "Waiver Notice").

(d) If the Grantee gives an Exercise Notice in accordance with the provisions of this Agreement, the Grantor shall sell the ROFR Property to the Grantee and the Grantee shall buy the ROFR Property from the Grantor on the terms and conditions as contained in the Offer Notice, except that the closing on such purchase and sale shall be at the Registry at 11:00 a.m. on the date specified by the Grantee in the Exercise Notice which shall be not less than thirty (30) days nor more than ninety (90) days after the date the Grantee gives the Exercise Notice to the Grantor, unless the Offer Notice provides for a closing date later than ninety (90) days after the date the Grantee gives the Exercise Notice to the Grantor, in which case the closing shall occur on or before that date (such date, the "Closing Date").

(e) If, by the expiration of the First Refusal Period, Grantee shall have failed to deliver to the Grantor an Exercise Notice or Grantee waives its right to purchase by delivering a Waiver Notice to the Grantor, the Grantee shall be deemed to have waived its First Refusal Right with respect to such Offer and the Grantor shall be free to Transfer its interest in the subject ROFR Property on the same Material Terms contained in the Offer Notice and not otherwise, subject to any revived First Refusal Right with respect to a modified Offer, as described below in subparagraph (f).

(f) If the Grantor does not Transfer the subject ROFR Property on the same Material Terms and conditions set forth in the Offer, or if a closing pursuant to the Offer has not occurred on or before the date occurring 180 days after the expiration of the First Refusal Period (or a later date, if either the Offer or the Offer Notice specify a later date by which the closing of the Transfer may occur), the subject ROFR Property shall, as of such date, once again become subject to this Agreement and to the Grantee's right of first refusal and, thereafter, the Grantor may not Transfer the subject ROFR Property without first offering it to the Grantee in the manner provided in this Section 1. As used in this Agreement, "Material Terms" means purchase price reduced not more than \$30,000 from the

purchase price set forth in the Offer Notice, and the condition of the property that Grantor agrees to repair but is not reflected in a reduction of the purchase price so that between the cost of repair and any other reductions in the purchase price, the total amount would not exceed \$30,000.

(g) A lease or other arrangement for possession of the ROFR Property which, with options to extend or renew, if any, has a term of thirty (30) years or more (a "Long-Term Lease") shall be considered a Transfer subject to this Agreement. Any arrangement (including, without limitation, mergers or consolidations) for the purpose, or having the effect, of circumventing this Agreement shall be considered a Transfer subject to this Agreement.

(h) In the event of any Transfer that is not a sale of the fee interest of an ROFR Property, this Agreement will remain in full force and effect as to the reversion interest of such ROFR Property. In the event of any Transfer by Grantor in accordance with this Agreement, this Agreement shall remain in full force and effect with respect to the ROFR Property which is not the subject of such Transfer.

2. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Agreement or pursuant to law or otherwise (each, a "Notice"), shall be in writing and shall be delivered by hand, delivered by nationally-recognized overnight courier service, sent by registered or certified mail, return receipt requested, or sent by electronic mail with an original of such Notice sent for delivery by nationally-recognized overnight service, addressed as follows:

IF TO GRANTOR:

Joshua Weissman, Manager
Weissman Real Estate LLC
172 Industrial Road
Fitchburg, MA 0142

with a copy to:

Robert Feigin, Esquire
Hutchings Barsamian Mandelcorn LLP
110 Cedar Street, Suite 250
Wellesley Hills, MA 02481
Telephone: (781) 431-2231, ext 233
Fax: (781) 431-8726
Email: rfeigin@hutchingsbarsamian.com

IF TO GRANTEE:

Timothy H. Caraboolad
_____, LLC
67 Kemble St.

Suite 2.3
Boston, MA 02119

with a copy to:

David J. Murphy, Esquire
MURPHY PC
160 Federal Street, 15th Floor
Boston, MA 02110
Phone: 617.423.1150
Fax: 617.507.5696
Email: dmurphy@murphypc.com

or to such other address as any party may from time to time designate by written notice to the other parties hereto, or to such agent or agents as may be designated in writing by any party, provided, however, that neither the Offer Notice or notice of change of address shall be effective until actual receipt of such notice defined in this Paragraph. Notice shall be deemed given on the earlier of (i) the date of delivery by hand if delivered during business hours on a business day (otherwise, on the next business day), (ii) the date of delivery by overnight courier service if delivered during business hours on a business day (otherwise, on the next business day), (iii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt or (iv) the date of the transmission of the electronic mail if sent during business hours on a business day (otherwise, on the next business day), provided the original of such Notice is received on the next business day as provided above.

3. **Form Purchase Agreement.** Any purchase agreement between the Grantor and Grantee contemplated herein shall be substantially the same form as the form attached to this Agreement as Exhibit A with changes reflected in the substance of the ROFR Notice.

4. **Term Of Agreement.** This Agreement shall expire on August 1, 2023.

5. **Mortgage Of Premises.** This Agreement shall not prevent Grantor from granting mortgages to third party lenders covering the ROFR Property. Grantor hereby acknowledges and agrees that the rights of Grantee under this Agreement shall not apply in the event title to the ROFR Property is transferred as a result of the foreclosure of any mortgage or other security interest held by any third party lender covering the ROFR Property or to any conveyance in lieu of the foreclosure thereof to such lender or their nominee; provided, however, that Grantee's rights under this Agreement shall only remain in full force and effect for any subsequent sale of the ROFR Property by the holder of the mortgage being foreclosed or its nominee if such holder becomes successor in title to the ROFR Property due to a foreclosure sale or conveyance in lieu of foreclosure. The ROFR shall not remain in force and effect if a third party is the purchaser at any foreclosure sale.

6. **Other Exclusions.** This Agreement shall not prevent the transfer of title to the ROFR Property by gift, or by will or intestate succession, or to the spouse, former spouse, or lineal descendent (including adopted children) of Joshua Weissman (each a "Family Transferree"), or to one or more trusts established to hold a transferred interest for the benefit of one or more Family Transferrees or to an individual or entity that (a) is controlled by Grantor or

Joshua Weissman, (b) controls Grantor or (c) is under common control with Grantor, but title in those who take thereby shall remain subject to this Agreement. This Agreement shall not apply to any transfer of title by operation of law not covered above but the title of those taking thereby shall remain subject to this Agreement.

7. **Time.** Time is of the essence of this Agreement.

8. **Partial Invalidity.** If any of the foregoing provisions or any application thereof shall be invalid or unenforceable, the other provisions and any other application of such provisions shall not be affected thereby.

9. **Record Notice.** The Parties shall execute and record a notice of this Agreement in recordable form which may be recorded by either party containing all the material terms of this Agreement.

10. **Conveyance To Third Party.** The recording of (i) a deed of the ROFR Property executed by the Grantor, together with (ii) an affidavit by Grantor stating that all the terms of this Agreement have been complied with respect to such conveyance shall be conclusive evidence that the property so conveyed is free of this Agreement and may be relied upon by any third party.

11. **Calculate Days.** If any obligation to be performed hereunder is to be made or performed on a day other than a Business Day, it shall be deemed to be performed in a timely manner if done on the next succeeding Business Day.

12. **Governing Law.** This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the Parties but all of which shall be taken together as a single instrument.

14. **Modifications.** This Agreement shall not be modified or amended except in a written document signed by each Party

15. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

[SIGNATURE PAGES FOLLOW]

Signature Page – Right of First Refusal Agreement

Executed under seal as of the date first written above.

GRANTOR:

Weissman Real Estate LLC

By: Joshua Weissman, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this day, before me, the undersigned notary public, personally appeared Joshua Weissman, proved to me through satisfactory evidence of identification, which were _____ (source of ID) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Weissman Real Estate LLC.

Notary Public
My Commission Expires:

Signature Page – Right of First Refusal Agreement

Executed under seal as of the date first written above.

GRANTEE:

_____, LLC

By: Timothy H. Caraboolad, _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this day, before me, the undersigned notary public, personally appeared Timothy H. Caraboolad, proved to me through satisfactory evidence of identification, which were _____ (source of ID) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of _____, Inc.

Notary Public
My Commission Expires:

EXHIBIT A
[PURCHASE AND SALE AGREEMENT]

4821-5249-7765, v. 7

From the Office:

PURCHASE AND SALE AGREEMENT

1. PARTIES

Agreement made this the ___ day of _____, 20__.

_____, hereinafter called the Seller, agrees to sell and
_____, hereinafter called the Buyer, agrees to buy, upon the terms hereinafter
set forth, the following described Premises.

2. DESCRIPTION

That certain parcel of vacant land now known as _____. For title see
_____.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES

Not Applicable - Vacant land

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient Massachusetts statutory quitclaim deed running to the Buyer, or to a nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Laws, bylaws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, provided that none of the foregoing shall prohibit, prevent, or interfere with the Buyer's intended use of the Premises.
- (b) Real estate taxes for the then-current fiscal year and future periods that are not due and payable at the time of delivery of the deed.

5. 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.

6. PURCHASE PRICE

The agreed purchase price for said Premises is _____ (\$_____) dollars,
of which

- \$ _____ previously paid as deposit to bind the offer;
- \$ _____ paid as an additional deposit upon execution of this Agreement; and

\$ _____ is to be paid at the time of delivery of the deed in cash, by wire transfer or
by certified, cashiers, treasurer's, or IOLTA Bank check(s)
\$ _____ TOTAL.

7. TIME FOR PERFORMANCE: DELIVERY OF DEED

Such deed is to be delivered at 11:00 o'clock A.M. on the _____ day of _____ at the offices of the Worcester North Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises, free of all tenants and occupants, shall be delivered at the time of 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 hereof. The Buyer shall be entitled to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. 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 delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, 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 thirty (30) days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. 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.

12. ACCEPTANCE OF DEED

The acceptance and recording of a deed by Buyer or their 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.

13. 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 deed or within a reasonable time thereafter in accordance with local conveyancing practice.

14. INSURANCE

Not applicable - vacant land

15. ADJUSTMENTS

Real estate taxes for the then current fiscal year, shall be apportioned, as of the time of the delivery of the deed as of the time of the delivery of the deed 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 deliver of the deed.

16. ADJUSTMENT FOR UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with an apportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall there-after be reduced by abatement, the amount of such abatement, less reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. To the extent applicable, this provision shall survive the delivery of the deed.

17. BROKER'S FEE

Not applicable

18. BROKERS WARRANTY

Not applicable

19. DEPOSIT

All deposits made hereunder shall be held in escrow by _____, as Escrow Agent, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given by the Seller and the Buyer. Said deposits shall be held in an insured, interest-bearing account, and interest thereon shall accrue and shall be paid to the Seller at the time of the delivery of the deed, except such interest shall be paid to the Buyer if the Buyer shall become entitled to a refund of such deposit and shall not waive such right.

20. ESCROW AGENT

It is acknowledged by the parties that the Escrow Agent is not acting as the agent of the Seller alone in that capacity, notwithstanding the fact that the Escrow Agent is counsel to the Seller. The Escrow Agent shall not release any deposits hereunder to either party to this Agreement without the written consent of both of the parties to this Agreement or the final order of a court of competent jurisdiction.

21. BUYER'S DEFAULT DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein and the Seller is not in default hereunder, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be the Seller's sole and exclusive remedy at law or in equity.

22. WARRANTIES AND REPRESENTATIONS

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has the Buyer relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing by the Seller or agent.

23. 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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 obligations 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.

24. DELIVERY OF DOCUMENTS:

At the time of the delivery of the deed, as a condition for the Buyer's performance hereunder, the Seller shall deliver to the Buyer the following:

- (a) A so-called affidavit with respect to mechanic's liens and parties in possession so as to allow the Buyer to obtain title insurance free from all exceptions for such matters;
- (b) A form 1099-S to be filed with the Internal Revenue Service pursuant to 6045(e) of the Internal Revenue Code;
- (c) A certificate in compliance with Internal Revenue Code Section 1445(b)(2) stating that Seller is not a "foreign person" under said section and their taxpayer identification number;

25. SEVERABILITY

If any provision or condition of this Agreement shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

*****SIGNATURE PAGE TO
FOLLOW*****

Executed in multiple counter-part originals, under seal effective as of the date written above.

SELLER:

BUYER:

ESCROW AGENT

4828-2081-8535, v. 1

NOMINATION OF BUYER AND ACCEPTANCE AGREEMENT

WHEREAS, Native Sun Wellness, Inc. ("NSW") is an applicant for a Certificate of Registration to operate one or more Medical Marijuana Treatment Centers and Marijuana Establishments in Massachusetts pursuant to applicable laws and regulations;

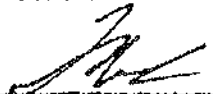
WHEREAS, Timothy H. Caraboolad ("Mr. Caraboolad") is the President of NSW, and on behalf of NSW, has been seeking to locate commercial real estate from which NSW may operate a marijuana cultivation and processing facility for its operations; and

WHEREAS, on or about June 1, 2018, Mr. Caraboolad entered into a Standard Form Purchase and Sale Agreement (the "P&S Agreement") with Weissman Real Estate LLC, whereby "Timothy H. Caraboolad or his nominee" is accorded certain rights to purchase condominium units located at 140 Industrial Road, Fitchburg, MA and referred to in the P&S Agreement as Units A and B;

NOW THEREFORE, NSW and Mr. Caraboolad agree as follows:


1. Timothy H. Caraboolad hereby nominates NSW to receive and exercise all rights under the P&S Agreement as Buyer; and
2. NSW accepts the aforesaid nomination and agrees to accept and exercise all rights under the P&S Agreement, assume all obligations thereunder and indemnify and hold harmless Mr. Caraboolad from all liabilities thereunder.

TIMOTHY H. CARABOOLAD



Date: 7/23/18

FOR NATIVE SUN WELLNESS, INC.



By: Timothy Caraboolad
Title: President

Date: 7/23/18