



Town of Sudbury

Housing Trust

HousingTrust@sudbury.ma.us

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-639-3314
www.sudbury.ma.us/housingtrust

AGENDA

Thursday, March 9, 2023

8:00 AM

Virtual Meeting

Pursuant to Chapter 107 of the Acts of 2022, this meeting will be conducted via remote means. Members of the public who wish to access the meeting may do so in the following manner:

Please click the link below to join the virtual Housing Trust Meeting:

<https://us02web.zoom.us/j/85164326118>

For audio only, call the number below and enter the Meeting ID on your phone keypad:

Call In Number: 978-639-3366 or 470-250-9358

Meeting ID: 851 6432 6118

No in-person attendance of members of the public will be permitted and public participation conducted during this meeting shall be by remote means only.

Board Operations

1. Minutes: Approve Meeting Minutes of February 9, 2022, if presented.
2. Financial Update
 - Ratify FY23 January Transactions, if presented

Housing Trust Initiatives

1. Minute Man Arc
2. Housing Production Plan
3. Citizens' Housing and Planning Association: Municipal Engagement Initiative
4. Chapter 61B Notice of Intent to Sell – 137 Brimstone Lane (Assessor's Map L04-0006)
5. 67-73 Nobscot Road
6. Dutton Road Home Update
7. Small Grant Application

Public Comment

Other or New Business

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

**Sudbury Housing Trust
FY23 Transactions**

Date	Post MO	Amount	Balance	Account	Description	Payer/Payee
7/1/22	Jul-22	\$305,025.34	\$305,025.34		Carryover \$305,025.35	
8/1/22	Aug-22	\$0.00	\$315,534.70		Balance to \$315,534.70	
9/1/20	Sep-22	\$0.00	\$310,396.56		Balance to \$310,396.56	
10/1/22	Oct-22	\$0.00	\$297,439.25		Balance to \$297,439.25	
11/1/21	Nov-22	\$0.00	\$304,323.14		Balance to \$304,323.14	
12/1/21	Nov-22	\$0.00	\$302,486.44		Balance to 302,486.44	
1/1/22	Dec-22	\$0.00	\$291,172.46		Trust Balance to 291,172.46	
1/18/23	Jan-22	\$2,000.00	\$293,172.46	Fee	Leland Dr, Sherborn	Atty Selami Law
1/31/22	Jan-22		\$293,172.46	Interest	Interest January	Town of Sudbury
1/31/22	Jan-22		\$293,172.46	Interest	Interest January	Town of Sudbury
1/18/23	Jan-22	\$505.00	\$293,677.46	Other	SHA Nobscot	SHA
1/17/23	Jan-22	(\$784.91)	\$292,892.55	Salary	Payroll	Town
1/31/23	Jan-22	(\$784.91)	\$292,107.64	Salary	Payroll	Town
12/31/22	Dec-22	(\$1,222.00)	\$290,885.64	Other	Mortgage Assistance	SHA
12/31/22	Dec-22	(\$1,010.00)	\$289,875.64	Expense	Nobscot feasibility	Beales & Thomas
2/1/22	Jan-22	\$0.00	\$289,875.64		Balance to 289,875.64	
						Total YTD
Date	Post MO	Amount	Balance	ARPA Account	Description	
			\$75,000.00	Small Grant - 520171	Starting Balance	
12/22/22	Dec-22	(\$2,237.00)	\$72,763.00	Small Grant - 520171	Small Grant #115	
12/29/22	Dec-22	(\$1,095.00)	\$71,668.00	Small Grant - 520171	Small Grant #114	
9/14/22	Sep-22		\$125,000.00	SRRP - 520173	Starting Balance	
12/22/22	Dec-22	(\$4,848.00)	\$120,152.00	SRRP - 520173	December Rent	
12/29/22	Dec-22	(\$20,459.49)	\$99,692.51	SRRP - 520173	January Rent	
12/28/22	Dec-22	\$75,000.00	\$174,692.51	SRRP - 520173	Add'l funding	
1/31/23	Jan-23	(\$22,873.16)	\$151,819.35	SRRP - 520173	January Rent	

**Sudbury Housing Trust
Financial Projection - Detail**

Description	Line#	FY20	FY21	FY22	FY23				Total
		Actual	Actual	Actual	Actual	Remaining	Projected	Planned	
Housing Unit Creation									
Cumulative #units created	1	14	14						
Cumulative per unit subsidy of created units	2	\$181,812	\$181,812						
Annual #Trust Created Units	3	0	0						
Annual \$Trust Created Units	4	\$0	\$0						
Total subsidy of created units	5	\$2,545,366	\$2,545,366						
#Trust Assisted Units	6	126	126						
\$Trust Assisted Units	7	\$650,000	\$650,000						
Cumulative per unit subsidy of assisted units	8	\$5,158.73	\$5,159						
Detailed Statement of Revenues and Expenditures									
Carry Forward	10	\$222,566	\$155,241	\$129,310.94	\$305,025.35	\$0	\$305,025		
Fees - 712543/430000	20	\$70,332	\$89,115	\$58,972	\$19,987	\$83,868	\$103,855	\$99,200	\$943,256
Resales	21	\$5,382	\$10,675	\$750	\$4,905	\$0	\$4,905		\$25,854
External Contracts (sum of below)	22	\$64,950	\$78,440	\$58,222	\$15,082	\$83,868	\$98,950		\$905,582
<i>Bedford Woods/Concord Millrun</i>	23		\$4,000	\$9,400	\$0	\$17,800	\$17,800		\$31,200
<i>Harvard - Pine Hill Village</i>	24	\$4,200	\$5,000	\$2,500	\$0	\$12,500	\$12,500		\$24,200
<i>Natick Graystone Lane</i>	25			\$1,000	\$0	\$5,500	\$5,500		\$6,500
<i>Medford Wellington Woods</i>	26	\$1,000	\$9,000	\$5,000	\$2,000	\$18,000	\$20,000		\$36,000
<i>Holliston - Village Green</i>	27			\$1,000	\$0	\$11,000	\$11,000		\$13,000
<i>Rental Recertification: Messenger, Corey St</i>	28	\$3,750	\$3,650	\$3,350	\$1,750	\$3,400	\$5,150		\$37,900
<i>Monitoring - MassHousing, Cold Brook</i>	29		\$20,790	\$24,212	\$9,332	\$15,668	\$25,000		\$70,002
<i>Misc</i>	29				\$2,000	\$0	\$2,000		
Completed		\$56,000	\$29,500	\$11,760	\$0	\$0	\$0		\$678,280
CPA/Financing - 712549/497000	30	\$0	\$0.00	\$404,903	\$104,838	\$284,300	\$389,138	\$350,000	\$3,558,934
SHA Nobscot (CPA)	31	\$0.00	\$0.00	\$16,403	\$1,198	\$9,300	\$10,498		\$30,798
CPA	36	\$0	\$0	\$388,500	\$0	\$0	\$0		\$2,958,396
State ARPA - Mortgage Assistance	32				\$75,000	\$0	\$75,000		\$75,000
Sudbury ARPA 520171 - Small Grant	34				\$3,332	\$75,000	\$71,668		\$71,668
Sudbury ARPA 520173 - Rental Assistance	35				\$25,307	\$200,000	\$174,693		\$174,693
Interest - 712548/482000, 712548/489000	41	\$16,311	\$638	\$408.50	\$516	\$500	\$1,016	\$500	\$65,229
State Earmark - Mortgage Assistance	45			-\$1,593.66	-\$19,406.34	-\$54,000.00	-\$73,406.34		-\$75,000
Expenditures - 712557/522100/earmark	50	-\$153,032.88	-\$113,434	-\$284,603.46	-\$111,501	-\$495,751	-\$607,252	-\$668,634	-\$4,075,784
Legal/Insurance	52	\$0	\$0		-\$1,910		-\$1,910		-\$5,510
RHSO/Contract Assistance	54	-\$42,416	-\$44,525	-\$44,889.00	-\$40,946	\$0	-\$40,946		-\$260,631
Programs - sum of below	56	-\$97,326	-\$57,704	-\$231,398.06	-\$57,975	-\$481,751	-\$539,726		-\$3,446,905
<i>Remaining CPA</i>	560	\$0	\$0		\$0	-\$159,187	-\$159,187		-\$159,187
<i>Nobscot Feasibility (CPA)</i>	561	\$0	-\$3,528	-\$29,277.80	-\$2,396	-\$16,204	-\$18,600		-\$51,406
<i>Small Grant Program</i>	562	-\$16,900	-\$4,286	-\$22,404.00	\$0	\$0	\$0		-\$212,530
<i>Sudbury ARPA - COVID Small Grant</i>	563				-\$3,332	-\$71,668	-\$75,000		-\$75,000
<i>Home Preservation Grants/HFH</i>	564	-\$30,426	-\$10,040	-\$17,950.00	\$0	-\$40,000	-\$40,000		-\$105,103
<i>Rental Assistance - ERAP (Trust funded)</i>	565		-\$39,850	\$0.00		\$0	\$0		-\$39,850
<i>Rental Assistance - SRRP (CPA funded)</i>	566			-\$161,766.26	-\$26,939	\$0	-\$26,939		-\$188,705
<i>Sudbury ARPA - Rental Assistance</i>	567				-\$25,307	-\$174,693	-\$200,000		-\$200,000
<i>H4H,Dutton Road</i>	568	\$0	\$0			-\$20,000	-\$20,000		-\$68,249
Lottery Expense (sum of below)	58	-\$13,291	-\$11,205	-\$8,316.40	-\$10,670	-\$14,000	-\$24,670		-\$240,001
<i>Advertising/Insurance</i>	581	-\$13,291	-\$11,205	-\$8,316.40	-\$10,670	-\$14,000	-\$24,670		-\$179,072
Trust portion of Salaries - 712551/511100	60	-\$934.79	-\$2,249	-\$2,372.28	-\$9,584	-\$42,916	-\$52,500		-\$228,714
Ending Balance	70	\$155,241.43	\$129,310.94	\$305,025.35	\$289,875.65	-\$170,000	\$139,282		

Law Office of Theodore P. Orenstein

29 Ricker Road
Newton, Massachusetts 02458
(617) 964-1173
(e) tporenstein@gmail.com

RECEIVED
FEB 23 2023

February 21, 2023

BY:

Via Certified Mail
Return Receipt Requested

Town of Sudbury
Select Board
c/o Town Clerk
322 Concord Road
Sudbury, MA 01776

RE: **NOTICE OF INTENT TO SELL/CONVERT LAND SUBJECT TO M.G.L. CHAPTER 61B §9.** 69,752 +/- sq. ft. of land ("Property"), being a portion of 137 Brimstone Lane, Sudbury, Massachusetts, Assessors Map L04 Parcel 006, owned by Theodore Orenstein and Judith Aronson Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003, and Theodore Orenstein and Judith Aronson Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (Owner") with an address of 29 Ricker Road, Newton, MA 02458; Telephone No. 617) 964-1173

Dear Members of the Board:

This letter pertains to the above-referenced Property which is currently registered with the Town of Sudbury as recreational land pursuant to M.G.L. Chapter 61B. I enclose a reduced copy of a plan of land entitled "Plan of Land of 137 Brimstone Lane in Sudbury, MA" prepared by Connorstone Engineering Inc., dated April 8, 2022 ("Plan") for reference purposes. The Plan has been endorsed by the Planning Board and recorded with the Middlesex South Registry of Deeds as Plan No. 507 of 2022. Please note that the Property is only a 69,752 +/- sq. ft. portion Lot 1 shown on the Plan, and the Property is specifically delineated as "REMAINING Area=69,752 S.F." on the additional plan enclosed herewith. Pursuant to M.G.L. Chapter 61B §9, notice is hereby given to the Town of Sudbury of the intent of the Owner to sell the Property to Kenneth Busch and Jason Gasdick or their nominee or permitted assignee ("Buyer"), for residential, industrial or commercial use in consideration of \$200,000. The present intent of the Buyer is to occupy the Property and the adjacent portion of Lot 1 for residential purposes as soon as practicable after closing. Lot 1 as shown on the Plan is 3.0+/- acres, which includes 61,033+/- sq. ft. of land which is not classified pursuant to said Chapter 61B (1,033 sq. ft. of which was recently conveyed from the Town) in addition to the Property. Enclosed please find a certified copy of the executed Purchase and Sale Agreement for the Property, specifying the purchase price and all terms and conditions of the proposed sale, as well as a certified copy of the Purchase & Sale Agreement for the 61,033+/- sq. ft. contiguous portion of Lot 1 which is not subject to Chapter 61B.

I ask that you kindly schedule this matter for the next available hearing. If you require any additional information or documentation, please do not hesitate to contact me.

Thank you.

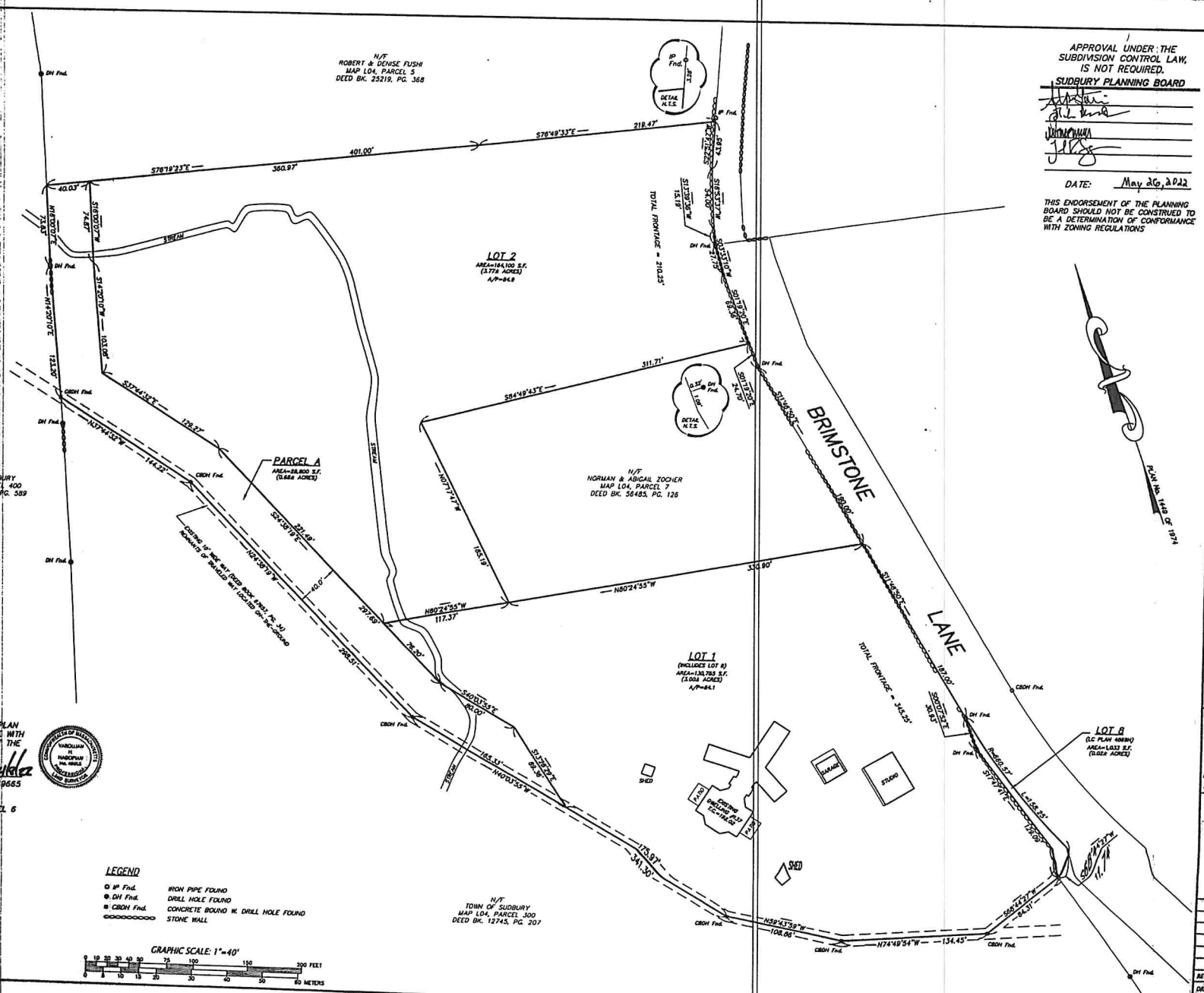
Very truly yours,

A handwritten signature in black ink, appearing to read 'Theodore P. Orenstein', written over a horizontal line.

Theodore P. Orenstein

Enclosures

cc: By Certified Mail Return Receipt Requested
Sudbury Planning Board, with enclosures
Sudbury Conservation Commission, with enclosures
Sudbury Board of Assessors, with enclosures
State Forrester c/o Commissioner of Department of Conservation and Recreation,
with enclosures
Lee Smith Esq., with enclosures (regular mail)



N/T
ROBERT & DENISE FUSH
MAP L04, PARCEL 5
DEED BK. 25219, PG. 368

LOT 2
AREA=137,718 S.F.
(3.174 ACRES)
A/P=841

N/T
NORMAN & ABIGAIL ZOCHER
MAP L04, PARCEL 7
DEED BK. 56463, PG. 128

LOT 1
INCLUDES LOT B1
AREA=134,782 S.F.
(3.086 ACRES)
A/P=841

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW,
IS NOT REQUIRED.
SUDBURY PLANNING BOARD

DATE: May 26, 2022

THIS ENDORSEMENT OF THE PLANNING BOARD SHOULD NOT BE CONSTRUED TO BE A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS

Massachusetts Registry of Deeds
Sudbury District
Plan No. 22-1 of 20
Record 17-22 of 20
at 12:14 P.M. on 17 of 2022

Register

GENERAL NOTES:
1. THE DEVELOPER SHALL VERIFY THAT ALL INFORMATION IS ACCURATE AND IS NOT A CONTRADICTION TO THE TITLE RECORDS OF THE COUNTY RECORDS. DIVISIONS OF ADJOINING PARCELS ARE SHOWN ACCORDING TO CURRENT TOWN OF SUDBURY ASSESSORS RECORDS.
2. THIS PLAN IS BASED ON AN ON-POSS-GROUND SURVEY BY CONNORSTONE ENGINEERS INC. PERFORMED IN AUGUST 2014 AND UPDATED IN NOVEMBER 2021.
3. LEGAL STATUS OF EASEMENTS AND RIGHTS NOT SHOWN BY THIS SURVEY.
4. PARCELS ARE INTENDED TO BE CONVEYED FROM AROUND TO THE TOWN OF SUDBURY PARCELS AS NOT TO BE CONSIDERED AN ADDITIONAL BUILDING LOT.
5. LOT 1 IS A SHOWN ON LAND COURT PLAN A-888 IS INTENDED TO BE CONVEYED FROM THE TOWN OF SUDBURY TO AROUND.
6. THE PLANNING BOARD LOTS 1 AND 2 ARE BORN BILINEAR LOTS. PLANNING BOARD APPROVAL IS CONSIDERED FOR LOTS 1 AND 2 CONVEYED TO THE PERSON OWNER OF LOT 1 TO PROVIDE THE REQUIRED FRONTAGE.

OWNERS:
THE DAVID ARONSON 2003
REVOCABLE TRUST
137 BRIMSTONE LANE
SUDBURY, MA 01776

CONNORSTONE ENGINEERING INC.
CIVIL ENGINEERS AND LAND SURVEYORS
110 SOUTHWEST CUTOFF, SUITE 7
NORTH HIGHCHURCH, MASSACHUSETTS 01532
PHONE: 516-389-8773 FAX: 508-489-1224

PLAN OF LAND
OF
137 BRIMSTONE LANE
SUDBURY, MA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

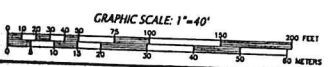
VARDGHAN H. AGOPYAN, P.L.S. #9665



TOWN ASSESSOR MAP L04, PARCEL 6
DEED BOOK 87857, PAGE 34
PLAN NUMBER 1449 OF 1875
PLAN NUMBER 1570 OF 1855
PLAN NUMBER 1115 OF 1905
PLAN NUMBER 1754 OF 1805
PLAN NUMBER 886 OF 1804
PLAN NUMBER 1531 OF 1803
LAND COURT PLAN 4889H

ZONING: RESIDENCE C
AREA = 63,000 S.F.
FRONTAGE = 210 feet
SETBACKS: FRONT = 40 feet
SIDE = 20 feet
REAR = 30 feet

LEGEND
○ IP Fnd. IRON PIPE FOUND
● DH Fnd. DRILL HOLE FOUND
■ CBON Fnd. CONCRETE BOUND W. DRILL HOLE FOUND
○○○○○○○○ STONE WALL



N/T
TOWN OF SUDBURY
MAP L04, PARCEL 300
DEED BK. 12745, PG. 207

5-27-22

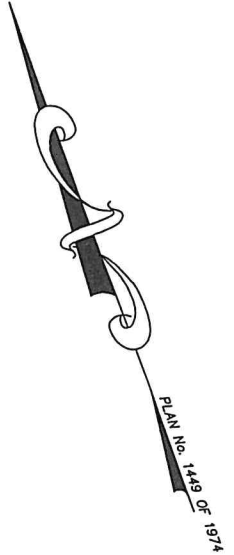
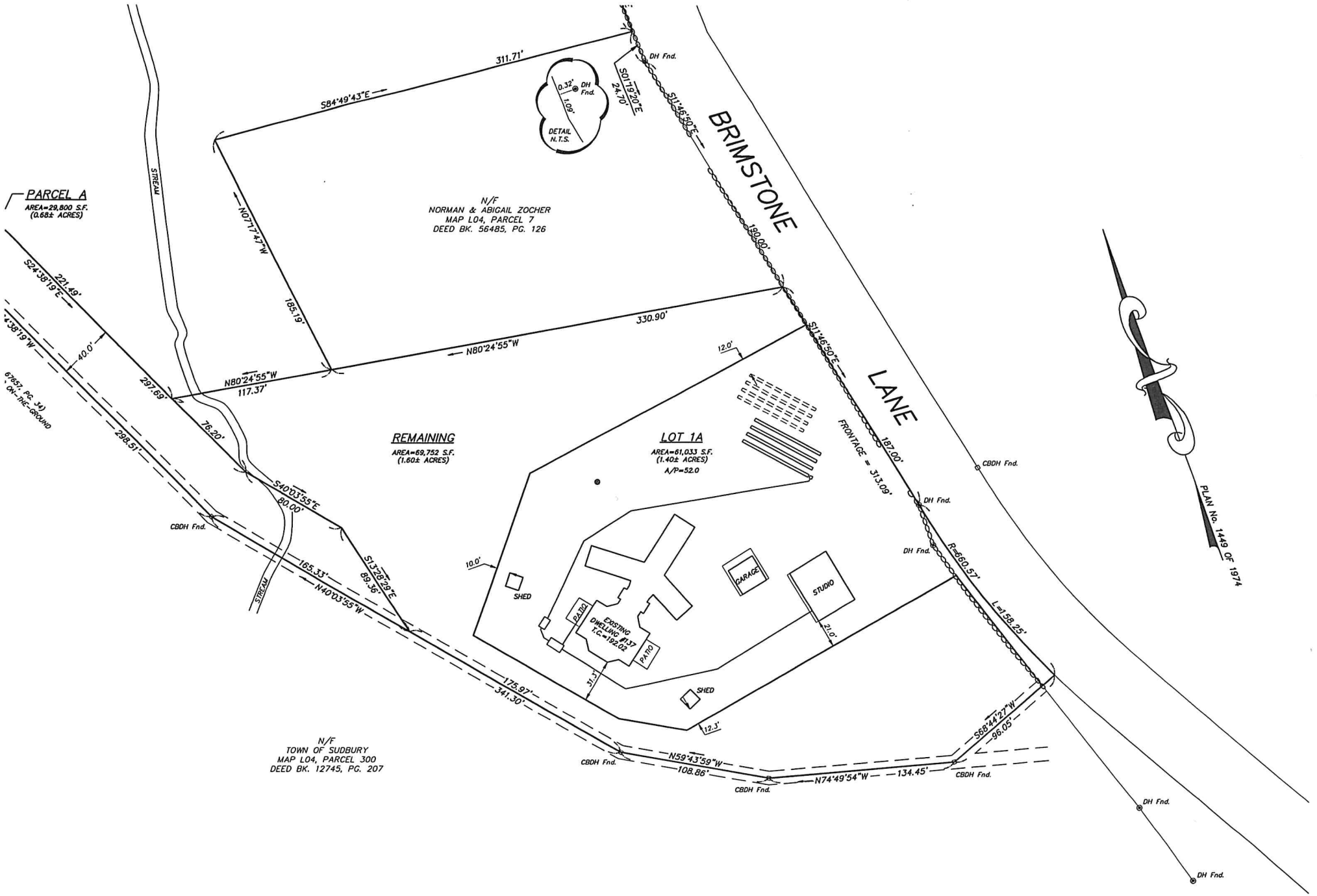
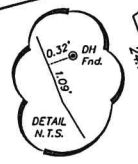
PARCEL A
AREA=29,800 S.F.
(0.68± ACRES)

N/F
NORMAN & ABIGAIL ZOCHER
MAP L04, PARCEL 7
DEED BK. 56485, PG. 126

REMAINING
AREA=69,752 S.F.
(1.60± ACRES)

LOT 1A
AREA=61,033 S.F.
(1.40± ACRES)
A/P=52.0

N/F
TOWN OF SUDBURY
MAP L04, PARCEL 300
DEED BK. 12745, PG. 207



~~A True Copy~~

ATTEST: Theodore P. Orenstein

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

This 6th day of December, 2022.

- 1. **PARTIES AND MAILING ADDRESSES** Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust w/d/t/ dated September 11, 2003, as evidenced by a Trustee's certificate pursuant to M.G.L. c. 184, §35 recorded with the Middlesex South Registry of Deeds in Book 68485, Page 90, and Theodore Orenstein and Judith Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (hereinafter referred to as the "SELLER") agree to sell and Kenneth Busch and Jason Gasdick (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agree to buy, upon the terms hereinafter set forth, the following described premises:
- 2. **DESCRIPTION** A- 69,752 sq. ft. portion of a parcel of the land and the buildings and improvements, if any being known and numbered as 137 Brimstone Lane, Sudbury, MA 02539, which is shown as a portion of Lot 1 sketched on the attached plan which is an excerpt of the plan entitled Plan of Land of 137 Brimstone Lane in Sudbury, MA prepared by Connorstone Engineering, Inc. dated April 8, 2022 recorded with the Middlesex South Registry of Deeds as Plan No 507 of 2022 ("Plan"). Seller's title is derived from the deed recorded with the Middlesex South Registry of Deeds in Book 67657 Page 34, the Estate of Georgianna Aronson and the deed from the Town of Sudbury of Lot 8 on the Plan which deed will be registered prior to closing (hereinafter referred to as the "Premises"). For the avoidance of doubt, Lot 1 does not include Parcel A shown on the Plan.
- 3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, if any, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers and remotes, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built in heaters. heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and all appliances and fixtures.
- 4. **TITLE DEED** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least 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) Provisions of existing building and zoning laws;
 - (b) intentionally omitted;
 - (c) Such taxes for the then current fiscal 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 delivery of such deed; and
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises as a single-family residential dwelling.
- 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 said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.
- 7. **PURCHASE PRICE** The agreed to purchase price for said Premises is \$200,000.00, of which:
 - \$ 20,000.00 having previously been paid as a deposit and Sale Agreement; and
 - \$ 180,000.00 are to be paid to SELLER at the time of recording of the deed by attorney's IOLTA account check, domestic wire, funds transfer, pursuant to written wiring instructions of the SELLER on the closing attorney's wire release form.

\$ 200,000.00 TOTAL

DS
KDB JG

DS
TB JW

8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING") Such deed is to be delivered **simultaneously with the closing** for the non 61B parcel of 137 Brimstone Lane, Sudbury MA (the "non 61 B parcel"), which closing date shall be set pursuant to the terms of the purchase and sale agreement (for the non 61 B parcel) of even date between the parties at the office of the settlement agent. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor SELLER's agents or attorney shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of Attorney, and other customary documents are delivered to the closing attorney in a timely fashion for Closing and recording on the same business day.
9. POSSESSION AND CONDITION OF PREMISES Full possession of said Premises free and clear of all tenants and occupants, prior to the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's home inspection, or if none as of the date of the Offer to Purchase, reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in this Agreement; and (d) in compliance and conformity with all other terms and provisions of this Agreement. The BUYER shall be entitled personally 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 Agreement.
- Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of closing, the Premises shall be broom cleaned and free of all SELLER's possessions, debris and rubbish, and between the date hereof and the closing, the SELLER shall maintain and service the premises and its appurtenances, including landscaping, at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER'S own account prior to this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, 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, the Closing shall be extended for up to sixty (60) calendar days from the Closing Date. The SELLER shall not be obligated to expend more than one-half of one percent of the purchase price exclusive of voluntary monetary liens, municipal liens and real estate taxes, and/or unexpired attachments of record.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If the SELLER elects to not expend more than the amount outlined in Paragraph 10 above to perfect or cure any issues contemplated by Paragraph 10 or 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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded to the BUYER 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 proceed pursuant to Paragraph Twelve (12), below.
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 if the said Premises shall have been damaged by fire, vandalism or any other casualty, whether or not insured against, or in the event of a taking of all or a portion of the Premises then the BUYER may terminate this Agreement.
13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or the BUYER's 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 shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveying practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. INSURANCE Until the acceptance and recording of the deed, the SELLER shall maintain insurance on said Premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|---------------------------|
| (a) Fire and Extended Coverage | as presently insured |

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All risk of loss shall remain with SELLER until delivery and recording of the Deed. SELLER represents that the Premises are currently insured.

16. ADJUSTMENTS Real estate taxes for the then current month or quarter or fiscal year as the case may be in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing day 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.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate taxes which are to be apportioned shall thereafter 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 – pursuant to a separate agreement is due from the SELLER to **Coldwell Banker to be shared with Compass per MLS split.** if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, the BUYER and SELLER specifically authorize the distribution of the ALTA settlement statement and/or Closing Disclosure to the aforementioned Agents/Brokers.
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 **Coldwell Banker.** in a federally-insured, non-interest-bearing account, 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 the final judgment of a court with 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. If deposits are held in an interest-bearing account, then interest shall follow the deposit.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER shall have fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any and all BUYER default(s) hereunder. The SELLER agrees that upon the closing on this property with full consideration hereunder passing to the SELLER, and the acceptance and recording of the deed by the BUYER, the SELLER agrees to waive any claim to liquidated damages under this Agreement and any prior breach by the BUYER shall be deemed cured. This paragraph shall survive the delivery of the deed.
22. RELEASE BY HUSBAND OR WIFE Intentionally omitted as Grantors are trustees of a trust/estate.
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 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, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): **NONE**, except as expressly provided in this Agreement.
26. MORTGAGE CONTINGENCY CLAUSE Intentionally Omitted. Cash purchase.
27. CONSTRUCTION OF AGREEMENT This Agreement, which may be 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

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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 or their respective attorneys. The Parties may rely upon digitally/electronically signed, facsimile and/or scanned e-mail copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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. LEAD PAINT LAW The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
- 29. SMOKE/CARBON MONOXIDE DETECTORS The SELLER shall, at the time of delivery of the deed, deliver an unexpired certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.
- 30. ADDITIONAL PROVISIONS The executed Rider A attached hereto, is incorporated herein by reference. If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement, the provision contained in the Rider shall control. BUYER acknowledges that SELLER is the listing agent.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

BUYERS:

DocuSigned by:
Kenneth Busch
4F3E156E318042F...
Kenneth Busch

DocuSigned by:
Jason Casdick
89C570E204CF...
Jason Casdick

SELLER:

DocuSigned by:
Theodore Orenstein
0F478E86A0394EE...
By: **Theodore Orenstein, Trustee and Personal Representative as Aforesaid**

DocuSigned by:
Judith A. Webb
179CB1A88174454...
By: **Judith Webb, Trustee and Personal Representative as Aforesaid**

RIDER A

**Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003,
and as Personal Representatives of the Estate of Georgianna Aronson ("SELLER")**

and

Kenneth Busch and Jason Gasdick ("BUYER")

RE: 137 Brimstone Lane, Sudbury MA 01776

31. All notices required or to be given hereunder shall be in writing and deemed duly given when hand delivered, or sent via recognized express/overnight carrier or sent via e-mail with proof of transmission addressed as follows: If to Buyer: Anthony Troiano, 1 Thompson Square, #303, Charlestown, MA 03129, Tel-617-242-4400, fax-617-241-3888.
- and if to SELLER: Joshua M. Fox, Esquire, Rollins, Rollins & Fox, P.C., 36 Glen Avenue, Newton, MA 02459; Tel: 617-969-7555; E-mail: jfox@rrf-law.com; or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer") and any addenda thereto, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees other than appraisers, reasonable access at reasonable times, to the said Premises. BUYER shall abide by all CDC guidelines and COVID-19 protocols implemented by the listing agent's office. Said right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable prior notice to the SELLER or SELLER's agent. 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, except as may be specifically permitted herein. In consideration of the foregoing, BUYER shall be responsible for any uninsured damages or personal injury caused by BUYER or BUYER's agent(s) or as a result of such access, except for any damages caused by the negligence of SELLER and/or the SELLER's agents.
34. Except as otherwise set forth herein, the SELLER and its agents make no warranties or representations of any kind or nature, either express or implied, as to the Premises. By execution of this Agreement, the BUYER acknowledges for the BUYER and the BUYER's successors, heirs and assigns, that the BUYER (a) has been provided a reasonable opportunity to inspect and investigate the Premises, either independently or through agents of the BUYER's choice and has made and/or intentionally waived all inspections, and (b) except as specifically set forth herein, is not relying upon the SELLER or its agents as to the condition of the Premises, including, but not limited to, electrical, plumbing, heating and other systems and services in or provided to the Premises, roof, foundation, soils, geology, environmental condition, air and water quality or quantity, habitability, fitness, zoning/subdivision matters or any other matter with respect to the Premises. Further, the BUYER acknowledges and represents to the SELLER that except as specifically set forth herein, the BUYER is not relying upon the SELLER or its agents as to the structural soundness of the Premises and is accepting the physical condition of the Premises and all systems and fixtures, as of the time of the BUYER's offer (. BUYER further acknowledges and agrees that, and as a material inducement to the execution and delivery of this Agreement by SELLER, the Closing of this transaction shall constitute an acknowledgment by the BUYER that the Premises are accepted, except as otherwise noted herein, without representation or warranty of any kind or nature and in an "AS IS" (at the time of BUYERS' offer), "WHERE IS" condition, based upon BUYER's independent inspection of the Premises unless otherwise stated herein to the contrary. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. BUYER understands that Mass. General Laws, Chapter 11, Sections 190-199 (the "Lead Paint Law"), provides for a program of lead paint poisoning prevention and control, and further that there is a possibility of lead paint violation if a child under six (6) years of age becomes a resident of the Premises. Upon the recording of the

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deed, BUYER acknowledges that, in certain circumstances, BUYER may incur post-closing obligations to remove any lead-containing materials pursuant the Lead Paint Law, and BUYER hereby agrees to accept and assume any such obligations. The Mass. Department of Public Health Property Transfer Notification form has been provided to BUYER prior to the execution of this Agreement, BUYER has read the Notification or had it read to BUYER, was informed of the availability of inspections for the presence of lead, and has signed the Notification. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil which is part of the Premises. The provisions of this paragraph and the aforementioned Notification shall survive delivery of the deed.

36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
37. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
38. At closing, SELLER agrees to deliver to the closing attorney such affidavits, documents and certificates as may be customarily and reasonably requested and prepared by the closing attorney, the title insurance company issuing title insurance coverage for BUYER's benefit and the closing attorney, including without limitation the following: (i) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which could entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises (but SELLER shall not certify as to other title or survey matters); (iii) Internal Revenue Code, 1099S Form; and (iv) an affidavit representing that to the best of SELLER's knowledge, there is no urea formaldehyde foam insulation on or in the Premises.
39. Effective only as of the Closing, SELLER hereby assigns to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. SELLER will also provide BUYER with all keys, and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the Deed. It is understood that SELLER will provide the manuals and other documentation as an accommodation to BUYER, and it is not a condition of Closing.
40. Any assignment of this Agreement by BUYER or any recording of this Agreement or any portion hereof or reference hereto, or any notice or memorandum thereof, by BUYER shall constitute a default hereunder. In any such case, notwithstanding the terms of paragraph 20 hereof, all deposits shall be forthwith released by the escrow agent to the SELLER, and this Agreement shall terminate without further recourse to the parties hereto. This provision is not in derogation of the BUYER's rights under Paragraph Four (4) to designate a nominee to take title, or add a spouse or family member to the deed.
41. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement, Massachusetts case law or statute.

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42. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within a valid and duly-recorded rights of way and/or easement area benefiting the Premises, and shall not unlawfully encroach upon, over or under any property not within such lot lines or property of any other person or entity;

(b) No buildings, structures, rights of way or improvements of any kind, including any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells belonging to any other person or entity encroaches upon, over or under the Premises from other premises unless it is pursuant to and within a valid and duly-recorded easement or right of way area benefiting said other premises granted from the Premises;

(c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" and schedule B1 to such form or policy;

(d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way or right of way with irrevocable rights of access and egress to the Premises; and

(e) In the event there are lot specific Orders of Conditions of record applicable and enforceable as to the Premises, SELLER shall obtain and record at or prior to the Closing such Certificates of Compliance as are necessary to release such Orders of Conditions.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may, in BUYER's discretion, elect to accept same but shall not be required to do so, and shall have the right, at the option of BUYER's counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

43. Without conducting any investigation or inquiry SELLER represents that to SELLER's actual knowledge:

(a) There are no underground oil storage tanks or other subsurface facilities holding petroleum or oil on the Premises;

(b) Other than reasonable quantities of normal household products, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;

(c) SELLER has complete and unencumbered ownership of all appliances, fixtures, fittings and equipment located in the Premises and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder;

(d) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement; In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

(e) As of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently 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;

(f) 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;

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- (g) There are no amounts due and owing to any person, firm, or entity with respect to work, labor, or services furnished or performed to, at, or for said Premises or any part thereof, and there are no liens asserted against the Premises or any part thereof with respect to any work, labor, or services performed to, at, or for said Premises;
- (h) There are no municipal betterments assessed presently affecting said Premises; and the SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises;
- (i) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than existing mortgages;
- (j) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder;
- (k) There are no leases affecting the use of the property which will survive the delivery of the deed.

SELLER will promptly notify BUYER of any change in facts, which SELLER becomes actually aware of, which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed on the date of execution of this Agreement and, unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have, the option of canceling this Agreement by notifying the SELLER thereof in writing before the original or extended time for Closing as the case may be, in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not survive the closing and shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
- 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. For purposes of this Agreement and any modification thereof, electronic signatures, email transmissions and/or facsimile signatures shall be binding.
- 47. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
- 48. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.
- 49. BUYER's obligations are not contingent upon the sale of any property or the financing of the Premises or any other property, including the Premises.
- 50. The parties agree and understand that in the event the closing is held at a place other than a Registry of Deeds, except in the event of a gap closing in which case disbursements will be made on the closing date regardless of

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recording, the SELLER's proceeds will be held in escrow until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds. BUYER'S attorney shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The Parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this Agreement.

51. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the Party to be charged, then such Party agrees promptly to make a payment to correct the error or omission.
52. INTENTIONALLY DELETED.
53. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town or City in which the Premises are situated, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town or City in which the Premises are situated ("Inspector").
54. SELLER's obligation to sell the Premises to BUYER is conditioned upon and is expressly subject to SELLER receiving, prior to the closing, no other offer to purchase the Premises at a price higher than the purchase price of \$200,000 or otherwise containing terms that are more favorable when reasonably considered by SELLER in the aggregate, giving consideration to the fact that this offer is cash and without inspection contingency, provided however, should the SELLER, after signing this Agreement, receive a written offer to purchase the Premises at a purchase price that is higher than the aforementioned price of \$200,000 or otherwise containing terms that are more favorable (as described above), the SELLER shall forthwith notify the BUYER as to the new offer made and shall provide the BUYER with a copy of the new written offer to purchase (buyer's name to be redacted). The BUYER then shall have a period of forty-eight (48) hours from receipt of a copy of the new written offer to either increase the purchase price hereunder so as to match the higher purchase price in the new written offer and/or to meet the more favorable terms or to withdraw from this transaction. If the BUYER notifies the SELLER in writing within a forty-eight hour period that the BUYER elects to increase the purchase price hereunder and/or to meet the more favorable terms, this Agreement shall be amended to reflect the new higher purchase price and/or more favorable terms and the BUYER and SELLER shall sign said Amendment forthwith. If such notice is not timely received, then the BUYER shall be deemed to have elected to withdraw from this transaction, and the Deposit, together with all accrued interest thereon, if any, shall be refunded to BUYER forthwith and this Agreement shall thereupon be rendered null and void and without further recourse or liability to either party hereto.
55. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
56. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."
57. This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile or by electronic transmission, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.

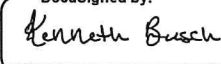
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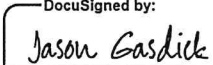
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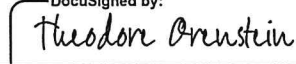
- 58. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
- 59. **WIRE FRAUD WARNING.** Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.
- 60. The Parties obligations hereunder are subject to the Town of Sudbury waiving its Right of First Refusal under G.L. c. 61B; SELLER agrees to obtain and provide at SELLER's sole expense, any title documentation required in connection with the Right of First Refusal waiver. The BUYER's obligations hereunder are also subject to BUYER's simultaneous acquisition/closing of the non 61B portion of 137 Brimstone Lane, Sudbury MA, pursuant to the separate purchase and sale agreement of even date between the parties.
- 61. Notwithstanding any provision to the contrary, in the event the closing does not occur on or before May 1, 2023, the BUYER shall have the option, at BUYER's discretion, to terminate the Agreement, whereupon all deposits paid by BUYER hereunder shall be refunded to the BUYER, including any amounts to be paid by SELLER to BUYER pursuant to the Purchase and Sale Agreement for the non 61 B portion of 137 Brimstone Lane, Sudbury, MA.


BUYERS:

DocuSigned by:

Kenneth Busch

DocuSigned by:

Jason Gasdick

SELLER:

DocuSigned by:

By: Theodore Orenstein, Trustee and Personal Representative as Aforesaid

DocuSigned by:

By: Judith A. Webb, Trustee and Personal Representative as Aforesaid

PROPOSAL

DJ Morris Contracting

P.O. Box 778
 Sudbury, MA, 01776
 Tel: 978-443-2599
 Email: djmorriscontracting@gmail.com

DATE	6/3/2022
PROPOSAL NO.	474
PHONE NO	
FAX NO	


PROPOSAL SUBMITTED TO
Judy Aronson-Webb 10630 Ester Ave. Los Angeles, CA 90064

WORK TO BE PERFORMED AT
137 Brimstone Sudbury

DESCRIPTION		
<p>We hereby propose to furnish the materials and perform the labor necessary for the installation of sewage disposal system as designed by Sullivan Connors Engineering. All work to be done in accordance with Board of Health Regulations and approval. Price includes all work shown except lawn reseeding, & blasting of ledge or boulders. Pumping up to 1500 gallons, and filling of existing system included. All disturbed areas to be returned to a machine grade. Not responsible for damage to underground utilities not commonly marked by DigSafe, invisible dog fence, plant material, communication cables. sprinkler systems, etc. Price includes: Import 192 Yard of Title 5 Septic Sand, Pump and Pump wiring Not Included: Town or engineering Fees.</p>		
<table border="1"> <tr> <td>Payments</td> </tr> <tr> <td>1/3 to start 1/3 with progress, 1/3 balance at completion</td> </tr> </table>	Payments	1/3 to start 1/3 with progress, 1/3 balance at completion
Payments		
1/3 to start 1/3 with progress, 1/3 balance at completion		

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over and above the estimate. Workman's compensation and Public Liability Insurance are carried by this contractor.

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS.

Respectfully Submitted: 

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to

SIGNATURE _____

TOTAL	\$36,500.00
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DS  DS 

Theodore P. Orenstein
ATTEST
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

This 6th day of December, 2022.

1. PARTIES AND MAILING ADDRESSES Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust w/d/t dated September 11, 2003, as evidenced by a Trustee's certificate pursuant to M.G.L. c. 184, §35 recorded with the Middlesex South Registry of Deeds in Book 68485, Page 90, and Theodore Orenstein and Judith Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (hereinafter referred to as the "SELLER") agree to sell and Kenneth Busch and Jason Gasdick (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agree to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION A 61,033 sq. ft. portion of the land and the buildings and improvements including the detached garage being known and numbered as 137 Brimstone Lane, Sudbury, MA 01776, which is a portion of Lot 1 (Lot 1 containing 3.0+/- ac total) sketched on the attached plan which is an excerpt of the plan entitled Plan of Land of 137 Brimstone Lane in Sudbury, MA prepared by Connorstone Engineering, Inc. dated April 8, 2022 recorded with the Middlesex South Registry of Deeds as Plan No 507 of 2022 ("Plan"). Seller's title is derived from the deed recorded with the Middlesex South Registry of Deeds in Book 67657 Page 34, the Estate of Georgianna Aronson and the deed from the Town of Sudbury of Lot 8 on the Plan which deed will be registered prior to closing (hereinafter referred to as the "Premises"). For the avoidance of doubt, Lot 1 does not include Parcel A shown on the Plan.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers and remotes, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and all appliances and fixtures.
4. TITLE DEED Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least 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) Provisions of existing building and zoning laws;
 - (b) intentionally omitted;
 - (c) Such taxes for the then current fiscal 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 delivery of such deed; and
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises as a single-family residential dwelling.
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 said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.
7. PURCHASE PRICE The agreed to purchase price for said Premises is Eight Hundred Thousand (\$800,000.00) Dollars, of which:

\$ 80,000.00	having previously been paid as a deposit and Sale Agreement; and
\$ 720,000.00	are to be paid to SELLER at the time of recording of the deed by attorney's IOLTA account check, domestic wire, funds transfer, pursuant to written wiring instructions of the SELLER on the closing attorney's wire release form.
\$ 800,000.00	TOTAL
8. TIME FOR PERFORMANCE; Such deed is to be delivered at 10:00 AM on December 20, 2022, at the office of the settlement agent. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor SELLER's agents or attorney

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- DELIVERY OF DEED ("CLOSING") shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of Attorney, and other customary documents are delivered to the closing attorney in a timely fashion for Closing and recording on the same business day.
- 9. POSSESSION AND CONDITION OF PREMISES Full possession of said Premises free and clear of all tenants and occupants, is to be professionally cleaned prior to the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's home inspection, or if none as of the date of the Offer to Purchase, reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in this Agreement; and (d) in compliance and conformity with all other terms and provisions of this Agreement. The BUYER shall be entitled personally 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 Agreement.

Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of closing, the Premises shall be broom cleaned and free of all SELLER's possessions, debris and rubbish, and between the date hereof and the closing, the SELLER shall maintain and service the premises and its appurtenances, including landscaping, at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER'S own account prior to this Agreement.

- 10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform to 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, the Closing shall be extended for up to two sixty (60) calendar day periods. The SELLER shall not be obligated to expend more than one-half of one percent of the purchase price exclusive of voluntary monetary liens, municipal liens and real estate taxes, and/or unexpired attachments of record. In the event the Closing Date is extended as set forth herein and the SELLER is unable to give title or to make conveyance, or to deliver possession of the Premises, the BUYER, at BUYER's option, may further extend the Closing Date by written notice to the SELLER for up to two sixty (60) calendar day periods. See also Paragraph 70.

- 11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If the SELLER elects to not expend more than the amount outlined in Paragraph 10 above to perfect or cure any issues contemplated by Paragraph 10 or 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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded to the BUYER 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 proceed pursuant to Paragraph Twelve (12), below.

- 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 if the said Premises shall have been damaged by fire, vandalism or any other casualty, whether or not insured against, or in the event of a taking of all or a portion of the Premises then the BUYER may terminate this Agreement.

- 13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or the BUYER's 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 shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.

- 15. INSURANCE Until the acceptance and recording of the deed, the SELLER shall maintain insurance on said Premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	as presently insured

All risk of loss shall remain with SELLER until delivery and recording of the Deed. SELLER represents that the Premises are currently insured.

16. ADJUSTMENTS Real estate taxes for the then current month or quarter or fiscal year as the case may be in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing day 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.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate taxes which are to be apportioned shall thereafter 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 – pursuant to a separate agreement is due from the SELLER to Coldwell Banker to be shared with Compass per MLS split. if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, the BUYER and SELLER specifically authorize the distribution of the ALTA settlement statement and/or Closing Disclosure to the aforementioned Agents/Brokers.
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 Coldwell Banker. in a federally-insured, non-interest-bearing account, 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 the final judgment of a court with 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. If deposits are held in an interest-bearing account, then interest shall follow the deposit.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER shall have fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any and all BUYER default(s) hereunder. The SELLER agrees that upon the closing on this property with full consideration hereunder passing to the SELLER, and the acceptance and recording of the deed by the BUYER, the SELLER agrees to waive any claim to liquidated damages under this Agreement and any prior breach by the BUYER shall be deemed cured. This paragraph shall survive the delivery of the deed.
22. RELEASE BY HUSBAND OR WIFE Intentionally omitted as Grantors are trustees of a trust/estate.
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 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, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): NONE, except as expressly provided in this Agreement.
26. MORTGAGE CONTINGENCY CLAUSE Intentionally Omitted. Cash purchase.
27. CONSTRUCTION OF AGREEMENT This Agreement, which may be 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 or their respective attorneys. The Parties may rely upon

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digitally/electronically signed, facsimile and/or scanned e-mail copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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. LEAD PAINT LAW The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
- 29. SMOKE/CARBON MONOXIDE DETECTORS The SELLER shall, at the time of delivery of the deed, deliver an unexpired certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.
- 30. ADDITIONAL PROVISIONS The executed Riders attached hereto, is incorporated herein by reference. If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement, the provision contained in the Riders shall control. BUYER acknowledges that SELLER is the listing agent.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

BUYERS:

DocuSigned by:
Kenneth Busch
Kenneth Busch

DocuSigned by:
Jason Gasdick
Jason Gasdick

SELLER:

DocuSigned by:
Theodore Orenstein
By: Theodore Orenstein, Trustee and Personal Representative as Aforesaid

DocuSigned by:
Judith A. Webb
By: Judith Webb, Trustee and Personal Representative as Aforesaid

Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003,
and as Personal Representatives of the Estate of Georgianna Aronson ("SELLER")

and

Kenneth Busch and Jason Gasdick ("BUYER")

RE: 137 Brimstone Lane, Sudbury MA 01776

31. All notices required or to be given hereunder shall be in writing and deemed duly given when hand delivered, or sent via recognized express/overnight carrier or sent via e-mail with proof of transmission addressed as follows: If to Buyer: Anthony Troiano, 1 Thompson Square, #303, Charlestown, MA 03129, Tel-617-242-4400, fax-617-241-3888.
- and if to SELLER: Joshua M. Fox, Esquire, Rollins, Rollins & Fox, P.C., 36 Glen Avenue, Newton, MA 02459; Tel: 617-969-7555; E-mail: jfox@rrf-law.com; or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer") and any addenda thereto, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees other than appraisers, reasonable access at reasonable times, to the said Premises. BUYER shall abide by all CDC guidelines and COVID-19 protocols implemented by the listing agent's office. Said right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable prior notice to the SELLER or SELLER's agent. 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, except as may be specifically permitted herein. In consideration of the foregoing, BUYER shall be responsible for any uninsured damages or personal injury caused by BUYER or BUYER's agent(s) or as a result of such access, except for any damages caused by the negligence or willful misconduct of SELLER and/or the SELLER's agents.
34. Except as otherwise set forth herein, the SELLER and its agents make no warranties or representations of any kind or nature, either express or implied, as to the Premises. By execution of this Agreement, the BUYER acknowledges for the BUYER and the BUYER's successors, heirs and assigns, that the BUYER (a) has been provided a reasonable opportunity to inspect and investigate the Premises, either independently or through agents of the BUYER's choice and has made and/or intentionally waived all inspections, and (b) except as specifically set forth herein, is not relying upon the SELLER or its agents as to the condition of the Premises, including, but not limited to, electrical, plumbing, heating and other systems and services in or provided to the Premises, roof, foundation, soils, geology, environmental condition, air and water quality or quantity, habitability, fitness, zoning/subdivision matters or any other matter with respect to the Premises. Further, the BUYER acknowledges and represents to the SELLER that except as specifically set forth herein, the BUYER is not relying upon the SELLER or its agents as to the structural soundness of the Premises and is accepting the physical condition of the Premises and all systems and fixtures, as of the time of the BUYER's offer (other than the Title V work mentioned in this agreement and other work to be completed by SELLER as a condition of closing, as set forth herein). BUYER further acknowledges and agrees that, and as a material inducement to the execution and delivery of this Agreement by SELLER, the Closing of this transaction shall constitute an acknowledgment by the BUYER that the Premises are accepted, except as otherwise noted herein, without representation or warranty of any kind or nature and in an "AS IS" (at the time of BUYERS' offer), "WHERE IS" condition, based upon BUYER's independent inspection of the Premises unless otherwise stated herein to the contrary. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. BUYER understands that Mass. General Laws, Chapter 11, Sections 190-199 (the "Lead Paint Law"), provides for a program of lead paint poisoning prevention and control, and further that there is a possibility of lead paint violation if a child under six (6) years of age becomes a resident of the Premises. Upon the recording of the

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deed, BUYER acknowledges that, in certain circumstances, BUYER may incur post-closing obligations to remove any lead-containing materials pursuant the Lead Paint Law, and BUYER hereby agrees to accept and assume any such obligations after recording of the deed. The Mass. Department of Public Health Property Transfer Notification form has been provided to BUYER prior to the execution of this Agreement, BUYER has read the Notification or had it read to BUYER, was informed of the availability of inspections for the presence of lead, and has signed the Notification. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil which is part of the Premises. The provisions of this paragraph and the aforementioned Notification shall survive delivery of the deed.

36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
37. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
38. At closing, SELLER agrees to deliver to the closing attorney such affidavits, documents and certificates as may be customarily and reasonably requested and prepared by the closing attorney, the title insurance company issuing title insurance coverage for BUYER's benefit and the closing attorney, including without limitation the following: (i) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which could entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises (but SELLER shall not certify as to other title or survey matters); (iii) Internal Revenue Code, 1099S Form; and (iv) an affidavit representing that to the best of SELLER's knowledge, there is no urea formaldehyde foam insulation on or in the Premises.
39. Effective only as of the Closing, SELLER hereby assigns to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. SELLER will also provide BUYER with all keys, and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the Deed. It is understood that SELLER will provide the manuals and other documentation as an accommodation to BUYER, and it is not a condition of Closing.
40. Any assignment of this Agreement by BUYER or any recording of this Agreement or any portion hereof or reference hereto, or any notice or memorandum thereof, by BUYER shall constitute a default hereunder. In any such case, notwithstanding the terms of paragraph 20 hereof, all deposits shall be forthwith released by the escrow agent to the SELLER, and this Agreement shall terminate without further recourse to the parties hereto. This provision is not in derogation of the BUYER's rights under Paragraph Four (4) to designate a nominee to take title, or add a spouse or family member to the deed.
41. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement, Massachusetts case law or statute.

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42. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
- (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within a valid and duly-recorded rights of way and/or easement area benefiting the Premises, and shall not unlawfully encroach upon, over or under any property not within such lot lines or property of any other person or entity;
 - (b) No buildings, structures, rights of way or improvements of any kind, including any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells belonging to any other person or entity encroaches upon, over or under the Premises from other premises unless it is pursuant to and within a valid and duly-recorded easement or right of way area benefiting said other premises granted from the Premises;
 - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" and schedule B 1 to such form or policy;
 - (d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way or right of way with irrevocable rights of access and egress to the Premises; and
 - (e) In the event there are lot specific Orders of Conditions of record applicable and enforceable as to the Premises, SELLER shall obtain and record at or prior to the Closing such Certificates of Compliance as are necessary to release such Orders of Conditions.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may, in BUYER's discretion, elect to accept same but shall not be required to do so, and shall have the right, at the option of BUYER's counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

43. Without conducting any investigation or inquiry SELLER represents that to SELLER's actual knowledge:
- (a) There are no underground oil storage tanks or other subsurface facilities holding petroleum or oil on the Premises;
 - (b) Other than reasonable quantities of normal household products, and except as expressly set forth in Section 63 hereof, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (c) SELLER has complete and unencumbered ownership of all appliances, fixtures, fittings and equipment located in the Premises and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder;
 - (d) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement; In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
 - (e) As of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently 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;
 - (f) 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;

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- (g) There are no amounts due and owing to any person, firm, or entity with respect to work, labor, or services furnished or performed to, at, or for said Premises or any part thereof, and there are no liens asserted against the Premises or any part thereof with respect to any work, labor, or services performed to, at, or for said Premises;
- (h) There are no municipal betterments assessed presently affecting said Premises; and the SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises;
- (i) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than existing mortgages;
- (j) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder;
- (k) There are no leases affecting the use of the property which will survive the delivery of the deed.

SELLER will promptly notify BUYER of any change in facts, which SELLER becomes actually aware of, which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed on the date of execution of this Agreement and, unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have, the option of canceling this Agreement by notifying the SELLER thereof in writing before the original or extended time for Closing as the case may be, in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not survive the closing and shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
- 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. For purposes of this Agreement and any modification thereof, electronic signatures, email transmissions and/or facsimile signatures shall be binding.
- 47. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
- 48. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.
- 49. BUYER's obligations are not contingent upon the sale of any property or the financing of the Premises or any other property, including the Premises.
- 50. The parties agree and understand that in the event the closing is held at a place other than a Registry of Deeds, except in the event of a gap closing in which case disbursements will be made on the closing date regardless of

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recording, the SELLER's proceeds will be held in escrow until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds. BUYER'S attorney shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The Parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this Agreement.

- 51. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the Party to be charged, then such Party agrees promptly to make a payment to correct the error or omission.
- 52. INTENTIONALLY DELETED.
- 53. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town or City in which the Premises are situated, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town or City in which the Premises are situated ("Inspector").
- 54. SELLER's obligation to sell the Premises to BUYER is conditioned upon and is expressly subject to SELLER receiving, prior to the closing, no other offer to purchase the Premises at a price higher than the purchase price of \$800,000 or otherwise containing terms that are more favorable when reasonably considered by SELLER in the aggregate, giving consideration to the fact that this offer is cash and without inspection contingency, provided however, should the SELLER, after signing this Agreement, receive a written offer to purchase the Premises at a purchase price that is higher than the aforementioned price of \$800,000 or otherwise containing terms that are more favorable (as described above), the SELLER shall forthwith notify the BUYER as to the new offer made and shall provide the BUYER with a copy of the new written offer to purchase (buyer's name to be redacted). The BUYER then shall have a period of forty-eight (48) hours from receipt of a copy of the new written offer to either increase the purchase price hereunder so as to match the higher purchase price in the new written offer and/or to meet the more favorable terms or to withdraw from this transaction. If the BUYER notifies the SELLER in writing within a forty-eight hour period that the BUYER elects to increase the purchase price hereunder and/or to meet the more favorable terms, this Agreement shall be amended to reflect the new higher purchase price and/or more favorable terms and the BUYER and SELLER shall sign said Amendment forthwith. If such notice is not timely received, then the BUYER shall be deemed to have elected to withdraw from this transaction, and the Deposit, together with all accrued interest thereon, if any, shall be refunded to BUYER forthwith and this Agreement shall thereupon be rendered null and void and without further recourse or liability to either party hereto.
- 55. The parties acknowledge that these Premises are served by private well water and a private septic system.
- 56. Prior to closing Seller shall complete the septic replacement work described in the estimate from DJ Morris attached hereto as Exhibit A and shall provide Buyer with the Certificate of Compliance by the Town of Sudbury Health Department. The Seller shall ensure that the affected area from the Title V work will be reseeded with the goal to restore the property to the same condition it was before the Title V work. In addition, to the extent disturbed, the Seller shall restore the patio area, yard, retaining wall, back stairs and any other affected areas to substantially the same condition as before the Title V work began, provided said restoration work is completed to the reasonable satisfaction/approval of the BUYER, or at BUYER's option, if the BUYER and the SELLER mutually agree on a credit amount, SELLER shall provide a mutually agreed upon closing cost credit so BUYER may complete the work (to restore the patio area, yard, retaining wall, back stairs and any other affected areas) after closing. In the event the BUYER and SELLER are unable to mutually agree on a credit amount, the parties will obtain estimates to complete any outstanding item(s) from three mutually agreed upon licensed and insured professionals and the closing cost credit for each outstanding item will be based on the average of the three estimates. Said Title V Certificate must be for a 5 bedroom system. Further, said Title V system must be connected to both the main house and the studio. In the event the SELLER has not obtained the Title V Certificate prior to the Closing Date as defined in Paragraph 8, Buyer shall have the option but not the obligation to proceed

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with the closing subject to a hold back of a portion of the Seller's proceeds pending completion of the work and receipt of a passing Title V certificate, pursuant to a mutually agreeable escrow agreement.

57. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
58. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."
59. This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile or by electronic transmission, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.
60. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
61. **WIRE FRAUD WARNING.** Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.
62. The SELLER's obligations hereunder are contingent upon the Buyer purchasing the land currently subject to the Town of Sudbury's Right of First Refusal under G.L. c. 61B regarding the adjacent 69,752 sq. ft. ("61B Land") on the terms and conditions set forth in a separate purchase and sale agreement of even date between the parties if the Town does not exercise its Right of First Refusal. SELLER agrees to obtain and provide at SELLER's sole expense, any title documentation required in connection with the Right of First Refusal waiver.
63. The Parties acknowledge that one of the two heating oil storage tanks has leaked oil. SELLER has notified MADEP and has hired an LSP to oversee MADPEP required soil removal and remediation. Prior to closing, at SELLER'S sole cost and expense, SELLER shall cause the Premises to be remediated so that the LSP has confirmed in writing that no further remediation is required under MADEP regulations. In the event that BUYER is not satisfied, in its sole discretion with the remediation work, remediation results or soil conditions, BUYER shall be permitted to terminate this Agreement within 5 business days after receipt of the LSP's confirmation in writing that no further remediation is required under MADEP regulations, in which case all deposits shall be refunded to BUYER, and SELLER shall have the obligations described in Sections 64 and 65 hereof, without further recourse to the parties hereto Both oil tanks have been removed. As BUYER plans to convert to a different heating source after closing, SELLER will install one oil tank prior to closing as set forth herein. As part of the remediation process, the parties acknowledge that the deck off the dining room must be removed. SELLER will obtain and provide BUYER with multiple estimates from licensed and insured contractors for replacement of the deck. BUYER shall have the option,

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at BUYER's discretion, to have the deck replaced by one of the contractor approved by BUYER or to accept a credit from SELLER for replacement of the deck based on an average of three mutually agreeable estimates. As a condition precedent to closing, after the completion of remediation, SELLER shall, at SELLER's sole cost and expense, have the well water retested and will provide BUYER with written test results to confirm that the premises has a safe source of good drinking water and that the results meet or exceed state and federal water standards. In the event that the well water test results do not meet or exceed state and federal water standards, SELLER agrees, at SELLER's sole cost and expense, to have a licensed professional take all necessary measures to cause the well water to meet or exceed state and federal water standards, which may require, installation of a new well prior to closing. In the event of new well installation, the model, size, depth, location, etc. of the well shall be subject to BUYER's approval, which approval shall not be unreasonably withheld, conditioned or delayed BUYER's obligations hereunder shall remain contingent on SELLER providing written well water test results, which meet or exceed state and federal water standards. Upon BUYER's acceptance and recording of the deed, SELLER shall have no further remediation obligations, and BUYER shall hold SELLER harmless from any cost, loss, expense claims or liability associated with oil contamination/remediation on, under, or near the Premises. The provisions of this paragraph shall survive the delivery of the deed.

64. Between the date hereof and the date of Closing, BUYER shall be permitted to perform the following work at BUYER's sole risk, cost and expense, such work to be performed by licensed and insured contractors in compliance with all applicable laws, naming SELLER as a certificate holder prior to work commencement; demolition work in the basement area under the main bedroom where the old maid's room, tiny bathroom, and storage room are located. If it is determined that an additional spot would benefit from demolition BUYER and SELLER will agree in writing before any work is done. Before any work begins, Buyer and Seller will walk the property with Wesley and clearly mark what is to be demolished. Notwithstanding the foregoing, in the event that this agreement is terminated and BUYER is entitled to a refund of the deposit, SELLER agrees to reimburse BUYER for its actual out of pocket costs and expenses for this work, not to exceed \$5,000.00 once the house is sold to a third party. The provisions of this paragraph shall survive termination of this Agreement.
65. In the event that this agreement is terminated and BUYER is entitled to a refund of the deposit, SELLER agrees to also reimburse BUYER for its actual out of pocket costs and expenses for architectural work at the Premises, not to exceed \$7,500.00 once the house is sold to a third party. The provisions of this paragraph shall survive termination of this agreement.
66. INTENTIONALLY DELETED.
67. The parties acknowledge that after the new oil tank is installed and the oil burner is heating the Premises, the BUYER shall have the opportunity to have a licensed HVAC contractor(s) assess the heating system for informational purposes only (to assist the BUYER in determining best options for future replacement of the system), at BUYER's expense. BUYER's obligations under the Agreement are contingent on SELLER completing the following:

After completion of the HVAC assessment , SELLER shall have a licensed and insured pool professional clean, service, winterize and "close out" the pool for the season; SELLER shall provide BUYER with documentation confirming payment in full and completion of the same and BUYER shall reimburse SELLER at or prior to closing for fifty (50%) of said cost; Buyer to be responsible for pool reopening after closing.
68. BUYER's obligations hereunder are contingent on SELLER having a licensed professional install, at SELLER's sole expense, two (2) 62 gallon pressurized well water tanks to replace the two (2) tanks removed to clean up the oil.

Upon the mutual agreement of the parties that the oil remediation work referenced in Paragraph 63 and rebuilding of the basement have advanced sufficiently to allow for additional work, SELLER agrees to have a licensed professional install, at SELLER's sole cost and expense, one oil tank in a mutually agreeable location and shall ensure that the current heating system runs properly and sufficiently heats the premises through the Closing; the oil tank will be installed with all appropriate safety measures, including but not limited to a catch basin under the oil tank to safeguard

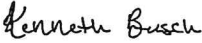
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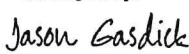
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against potential leaks. SELLER further agrees to maintain the Premises through the Closing Date at a minimum temperature of 48 degrees Fahrenheit.

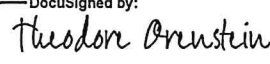
69. Prior to closing, BUYER shall have the option to undertake and make certain improvements to the Premises (improvements which shall improve the value of the Premises), provided that SELLER has approved the specific improvement(s) in writing in advance of any work being completed; the parties further agreed that said written approval shall specifically indicate whether the SELLER agrees to reimburse the BUYER for said improvement(s) in the event of termination of the Agreement. All such work shall be performed by licensed and insured contactors in accordance with all applicable law. The provisions of this paragraph shall survive termination of this Agreement.
70. Notwithstanding any provision to the contrary, in the event the closing does not occur on or before May 1, 2023, the BUYER shall have the option, at BUYER's discretion, to terminate the Agreement, whereupon all deposits paid by BUYER hereunder shall be refunded to the BUYER and SELLER shall have the obligations described in Sections 64 and 65 hereof, without further recourse to the parties hereto.
71. The Premises include a registered parcel of land located off Brimstone Lane, shown as Lot 8 on a plan of land entitled "Subdivision Plan of Land in Framingham and Sudbury" dated October 17, 1974 prepared by Arthur E. Harding Jr., Surveyor registered with the Middlesex South Registry District of the Land Court in Book 857, Page 142, Plan 4869H (two sheets), noted on Certificate of Title No. 145492 ("Lot 8") which is to be conveyed from the Town of Sudbury to the SELLER. Land Court has suggested that because the grantee clause on the Town's deed includes an estate, the estate must quickly convey Lot 8 out. As such, notwithstanding any provision to the contrary in this Agreement: (i) if required by Land Court, SELLER may, with notice to BUYER, convey Lot 8 to BUYER prior to closing for consideration of \$10,000, which \$10,000 remains part of the herein purchase price (with no additional consideration due from the BUYER) and deposit and will continue to be held in escrow ("Lot 8 Escrow") with the balance of the deposit; (ii) simultaneous with the execution hereof, BUYER shall execute a deed of Lot 8 for \$10,000 to Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003 to be held in escrow by Rollins, Rollins & Fox, PC; (iii) if this Agreement is terminated for any reason whatsoever, the deed referenced in (ii) immediately above shall be released by Rollins, Rollins & Fox, PC to SELLER and the Lot 8 Escrow shall be paid over to BUYER as the Lot 8 purchase price; and (iv) if the transaction contemplated by this Agreement is consummated, Rollins, Rollins & Fox, PC shall release the aforesaid deed to BUYER.

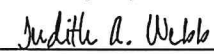
BUYERS:

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Kenneth Busch
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DocuSigned by:

Jason Casdick
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SELLER:

DocuSigned by:

By: Theodore Orenstein, Trustee and
Personal Representative as Aforesaid
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DocuSigned by:

By: Judith Webb, Trustee and Personal
Representative as Aforesaid
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