

**PURCHASE AGREEMENT
(COMMERCE WAY, PHASE II, MARSHFIELD, MA)**

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into by **VRT CORP.**, a Massachusetts corporation (“**Seller**”), and **MCRT INVESTMENTS LLC**, a Delaware limited liability company, or its assigns (“**Purchaser**”) as of May 14, 2021 (the “**Effective Date**,” as further defined in Section 27 below).

RECITALS:

Seller is currently the owner of that certain property located on Commerce Way in Marshfield, Massachusetts, containing approximately 12.68 acres of land more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”). The parties to this Agreement have agreed to the sale and purchase of the Property on terms and conditions more particularly set forth in this Agreement.

AGREEMENT:

1. **Purchase and Sale.** Subject to all of the terms and conditions of this Agreement, Seller will sell to Purchaser, and Purchaser will purchase from Seller the Property, together with all appurtenances, rights, easements, and rights of way incident thereto.

2. **Purchase Price and Deposit.**

(a) The purchase price (the “**Purchase Price**”) for the Property shall be the amount equal to Twenty Eight Thousand One Hundred Twenty-five and No/100 Dollars (\$28,125.00) per residential unit in the final unappealable Development Approvals (hereinafter defined) for the Intended Improvements (hereinafter defined). By way of example, if the Development Approvals are for two hundred forty (240) total residential units (the minimum number of units in the Intended Improvements), the Purchase Price will be Six Million Seven Hundred Fifty Thousand and No. 100 Dollars (\$6,750,000.00). The Purchase Price shall be paid by Purchaser to Seller at Closing (as defined in Section 7 below), by wire transfer of funds less the Deposit (as defined in Section 2(b) below) and any Extension Deposits (as defined in Section 7(a)(ii)), and as further adjusted for prorations and adjustments as set forth in this Agreement.

(b) Within five (5) business days following the Effective Date, Purchaser shall deliver to Commonwealth Land Title Insurance Company (the “**Title Company**”) the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “**Initial Deposit**”). Within two (2) business days after expiration of the Investigation Period (as defined in Section 3(a) below), and provided Purchaser has not terminated this Agreement, Purchaser will deposit an additional Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with the Title Company (the “**Second Deposit**”). The Initial Deposit and the Second Deposit, together with all interest earned thereon, are hereinafter sometimes collectively referred to as the “**Deposit**”. The Deposit shall be invested in an interest bearing account in an institute acceptable to Purchaser and shall be held in accordance with the terms of Section 14 below. The disposition of the Deposit shall be in accordance with the terms and conditions of this Agreement.

(c) If this Agreement terminates due to a Seller default or pursuant to any other provision of this Agreement that references the Deposit being returned to Purchaser, the Deposit shall be fully refunded to Purchaser; or, if this Agreement proceeds to Closing, the Deposit shall be applied as a credit to the Purchase Price. Notwithstanding the foregoing if this Agreement is not terminated prior to the expiration of the Investigation Period pursuant to Section 3(c) below, \$10,000 of the Deposit shall become non-refundable to Purchaser except in the case of a Seller default. In addition, after receipt of a final unappealable Comprehensive Permit (hereinafter defined) for the Intended Improvements, an additional \$25,000 of the Deposit shall become nonrefundable to Purchaser except in the case of a Seller default. Such nonrefundable portions of the Deposit shall still be applied as a credit to the Purchase Price if closing occurs.

3. **Investigation Period.**

(a) Commencing on the first (1st) business day following the Effective Date, Purchaser shall have forty-five (45) days (the “**Investigation Period**”) during which to perform, or have performed, at Purchaser’s sole cost and expense and option, such studies and investigations of the Property as Purchaser deems desirable, in the exercise of its sole and absolute discretion

(b) During the Investigation Period and continuing until Closing, Seller shall provide Purchaser and its agents with access to the Property and all structures located thereon. Upon reasonable notice to Seller, Purchaser shall be permitted to clear the Property and to access the Site and all structures thereon, but only as Purchaser reasonably determines is necessary for engineering, survey, geotechnical and environmental purposes including, but not limited to, soil borings and test pits, in connection with its due diligence and pursuit of the development and financing of the Intended Improvements; in no event shall Purchaser clear any trees with trunks greater than three (3) inches in diameter. Purchaser shall be permitted to discuss its potential development of the Property with governmental agencies and officials during and after the Investigation Period. Purchaser shall provide reasonable notice to Seller of scheduled meetings with such governmental agencies and officials and shall permit Seller to be present for such meetings.

(c) Purchaser agrees to maintain in full force and effect during any period that Purchaser is making any entry onto the Property pursuant to this Agreement commercial general liability insurance insuring Purchaser and naming Seller as an additional insured against any and all claims for bodily injury or death and property damage occurring in or about the Property to the extent the same is as a result of any such entry by Purchaser, which insurance: (i) shall be obtained from an insurer authorized to conduct business in the state in which the Property is located; (ii) shall have a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00); and (iii) shall include a contractual liability endorsement insuring Purchaser’s indemnity obligations hereunder. Purchaser shall deliver a certificate of such insurance to Seller prior to Purchaser’s initial entry onto the Property. Purchaser shall also indemnify and hold Seller harmless from any loss, cost or expense incurred by Seller to the extent the same is as a result of the negligence, recklessness or willful misconduct of Purchaser or any of Purchaser’s agents, employees or representatives who enter the Property and for any Hazardous Substance (as defined in Section 8(b) below) brought on the Property by Purchaser or any of Purchaser’s agents. Purchaser shall have no indemnification obligation or other liability for, or in connection

with, any claims arising from pre-existing conditions on or under the Property, or arising from the presence, discovery, or disturbance of any Hazardous Substance previously existing on the Property. The foregoing indemnification shall survive Closing or termination of this Agreement.

(d) Within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of all documents in Seller's possession or control pertaining to the Property and the proposed development thereof including, but not limited to: leases; service agreements; environmental reports; any correspondence from any governmental agency concerning any environmental condition of or issue related to the Property; title reports or policies; surveys; site plans; proposed governmental regulations; agreements relating to school, water, sewer, road, recreational impact fees and any other matters relating to the Property (whether recorded or not); engineering studies; wetlands studies and/or permits; and archeological studies; provided, however, that Seller shall not be obligated to provide any such materials that have been previously provided to Purchaser with respect to Purchaser's acquisition from Seller of land adjacent to the Property. If Seller fails to deliver to Purchaser all of such documents within such five (5) day period, the Investigation Period shall be extended by one (1) day for each day that Seller fails to deliver to Purchaser any of such documents. Seller agrees to assist Purchaser (at no cost to Seller) in its efforts to obtain any documents or information concerning the Property from any governmental agency or any other entity that may have possession of such documents or information. Seller and Purchaser acknowledge that certain permits have been previously obtained by Seller for the Property, as part of a larger development including other property, and Seller agrees to cooperate with Purchaser to amend any such permits if and to the extent required by Purchaser in connection with obtaining the Development Approvals. Purchaser shall be solely responsible for the cost and expense of any mitigation required under any Development Approvals for the Project consistent with Sections 5(a) and 6(a)(i) of this Agreement.

(e) Prior to the expiration of the Investigation Period, Purchaser, in its sole and absolute discretion, may elect to proceed with the Closing of this Agreement in accordance with the terms and conditions of this Agreement by delivering to Seller Notice (as defined in Section 21 below) of such election to proceed not later than 6:00 p.m. Eastern on the last day of the Investigation Period. If Purchaser fails to deliver to Seller such written notice of Purchaser's election to proceed with the Closing of this Agreement, Purchaser shall be deemed to have terminated this Agreement. Purchaser reserves the right to terminate this Agreement pursuant to this Section 3(e) for any reason or no reason whatsoever. Upon such termination, the Deposit shall be returned to Purchaser and the parties hereto shall be relieved of all liabilities and obligations under this Agreement, except as specifically set forth in this Agreement; provided, however, that Purchaser shall promptly restore any damage to the Property caused by Purchaser's activities on the Property during the Investigation Period. Upon such termination, Purchaser shall return to Seller the documents and other materials related to the Property delivered by Seller to Purchaser pursuant to Section 3(d) above. In the event Purchaser has elected to proceed with the Closing of this Agreement, then Purchaser shall pursue the Development Approvals. Buyer anticipates that it shall obtain all Development Approvals on or before the date that is two (2) years after expiration of the Investigation Period, provided, however, that in the event the Development Approvals have not been obtained by such date, this Agreement shall continue in full force and effect so long as Buyer shall continue to diligently pursue the Development Approvals (including, without limitation, pursuing and/or defending any appeal).

4. **Title, Title Insurance and Survey.**

(a) Purchaser may obtain from the Title Company a commitment (the "**Commitment**") for an ALTA owner's title insurance policy covering the Property and all easements and other rights appurtenant thereto, which commitment shall show that title to the Property is owned by Seller in fee simple and is marketable and insurable, subject to no liens, encumbrances, exceptions or qualifications that would preclude Purchaser, in its sole discretion, from constructing and developing a multi-family community with parking and other amenities upon the Property.

(b) In addition, Purchaser may obtain a current survey of the Property (the "**Survey**") prepared by a surveyor licensed by the state in which the Property is located. In the event this Agreement is terminated by Purchaser, Purchaser shall provide Seller with a copy of any Survey obtained by Purchaser.

(c) Prior to the expiration of the Investigation Period, Purchaser may examine the condition of title and survey matters. If, prior to the expiration of the Investigation Period, Purchaser fails either: (i) to terminate this Agreement pursuant to Section 3 above; or (ii) to provide Seller with written notice (the "**Title Defect Notice**") of specific defects in the title to or survey of the Property, then, for all purposes of this Agreement, Purchaser shall be deemed to have accepted title in the condition described in the Commitment and shown on the Survey. Any title or survey exceptions that are described in the Commitment and/or reflected on the Survey which are not objected to prior to the expiration of the Investigation Period shall be deemed to be "**Permitted Exceptions.**"

(d) If this Agreement is not terminated pursuant to Section 3 above, and if Purchaser timely delivers the Title Defect Notice, then Seller shall have five (5) business days (the "**Cure Election Period**") following receipt of the Title Defect Notice in which to elect in writing either: (i) to remove or cure, at Seller's sole cost and expense, all noted defects to the title and/or the Survey; (ii) to not remove or cure such noted defects to the title and/or the Survey; or (iii) to notify Purchaser that such noted defects are not removable or curable (such notice of election being referred to herein as the "**Cure Notice**"). If Seller fails to deliver the Cure Notice to Purchaser during the Cure Election Period, Seller shall be deemed to have elected not to cure the defects noted in the Title Defect Notice. If Seller declines to cure (or is deemed to have declined to cure) any defect noted in the Title Defect Notice, or if Seller notifies Purchaser that any such defect is not curable, Purchaser may elect, within five (5) business days after the Cure Election Period, either: (x) to accept title to the Property as it is (in which event any such title defect(s) shall be deemed a Permitted Exception hereunder), subject to the right to deduct from the Purchase Price funds necessary to satisfy outstanding Monetary Liens (hereinafter defined); or (y) to terminate this Agreement (whether or not the Investigation Period has terminated) by written notice to Seller delivered within the five (5) business day period after the Cure Election Period, in which event Seller and Purchaser shall be released from any and all obligations and liabilities hereunder (except as specifically set forth in this Agreement) and the Deposit shall be returned to Purchaser.

(e) Notwithstanding any other provision of this Agreement, Seller shall be unconditionally obligated to remove all mortgages, mechanic's or judgment liens and other

monetary liens and encumbrances on the Property (collectively, "**Monetary Liens**") prior to or simultaneously with the Closing. Whether or not listed in a Title Defect Notice, in no event shall any Monetary Lien be a Permitted Exception.

(f) Seller covenants that at Closing, Seller shall deliver to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions. Purchaser may object to the status of title of the Property at Closing and refuse to close this transaction if an updated title search or an update to the Survey done prior to Closing reveals: (i) that Seller has failed to remove or cure any exception to title that Seller agreed to remove or cure pursuant to Section 4(d) above or any Monetary Lien; or (ii) any matters other than the Permitted Exceptions, whereupon Purchaser may exercise any and all rights and remedies it may have available to it pursuant to this Agreement or at law, in equity or otherwise.

5. Development Approvals.

(a) Notwithstanding anything in this Agreement to the contrary, if, at any time: (i) Purchaser determines, in the exercise of its sole and absolute discretion, that it shall not be able to obtain all final and unappealable Development Approvals; or (ii) any contest(s) or appeal(s) of the Comprehensive Permit (as defined herein) or the other Development Approvals are filed, then Purchaser shall have the right to terminate this Agreement, in which event the provisions of Section 6(b) below shall apply. The term "**Development Approvals**" means all final and unappealable necessary permits and approvals from the appropriate governmental authorities including, without limitation, a Comprehensive Permit under M.G.L. c. 40B from the Marshfield Zoning Board of Appeals (the "**Comprehensive Permit**"), subdivision approvals and any other federal, state, or local permits and approvals that Purchaser deems necessary (but not including building permits), in order to permit the commencement of construction and occupancy of a multi-family residential community containing not less than two hundred forty (240) residential units, in one (1) or more multi-family residential buildings, with parking, a clubhouse and a leasing or sales office, together with related amenities serving the residential community, required landscaping, curb cuts and street openings (the "**Intended Improvements**") pursuant to a final, approved and unappealable site plan (the "**Site Plan**") in a manner that satisfies the conditions set forth in Section 6(a)(i) below. The Development Approvals also include permits and approvals for Purchaser's proposed on-site waste water treatment plant (the "**WWTP**"). Purchaser hereby agrees that it will pursue approval from the Massachusetts Department of Environmental Protection of the hydrogeological evaluation for the WWTP during the public hearing process for the Comprehensive Permit. In seeking the Development Approvals, Purchaser shall apply for water capacity in the amount equal to not more than gallons per day of water per residential dwelling unit which was approved for the previously developed nearby multifamily development by an affiliate of Purchaser; provided, however, that the final water allocation for the Intended Improvements shall be as determined by the Town of Marshfield. Purchaser agrees that it will incorporate the following in the Intended Improvements: use of well water for irrigation, installation of energy star or similar appliances and low flow toilets and faucets. In addition, Purchaser agrees that it will contact the Marshfield Department of Public Works early in the Investigation Period and discuss the water needs of the Intended Improvements and the remaining capacity remaining in the municipal water supply system. Purchaser will provide an update to Seller after such discussion and the parties will discuss the same and how to proceed.

(b) Seller covenants and agrees to cooperate fully with Purchaser in order to enable Purchaser to obtain the Development Approvals (including any modifications to existing governmental and approvals governing Enterprise Park required to permit the Intended Improvements on the Property, such as a Notice of Project Change to the Massachusetts Environmental Policy Act (“MEPA”) approval for the Enterprise Park Master Plan) in as timely a fashion as possible (including the signing and filing of any required applications by Seller and/or in Seller’s name, if required, within five (5) days after Seller’s receipt of Purchaser’s request that Seller take such action), but Seller will not be obligated to incur any expense thereby. The cost of preparing and filing the applications for Development Approvals shall be borne solely by Purchaser. Seller shall obtain and deliver to Purchaser at Closing a release of the Property from the subdivision covenant recorded against the Property, which shall be obtained at Seller’s sole cost and expense.

6. **Conditions Precedent to Closing.**

(a) The following are conditions precedent that must be satisfied prior to or at the Closing. Purchaser shall have the right, in the exercise of its sole and absolute discretion, to terminate this Agreement pursuant to Section 6(b) below if Purchaser determines at any time on or before the Closing Date (as defined in Section 7 below) that any one (1) or more of such conditions may not be satisfied by the Closing Date.

(i) Purchaser shall have received a final, approved and unappealable Comprehensive Permit and all other necessary, final and unappealable Development Approvals for the construction, development and use of the Property with the Intended Improvements (including, without limitation, approval of at least two hundred forty (240) residential units (no more than 25% of which shall be designated as affordable) or such other number of units acceptable to Purchaser in its sole and absolute discretion); and the time period for appeal of all Development Approvals shall have expired without contest. This condition shall not be satisfied if any Development Approval imposes any impact fees, mitigation, offsite obligations or other obligations on Purchaser or the Property, that shall be unlawful, arbitrary or unreasonable, as Purchaser shall determine in the exercise of its sole and absolute discretion, or if a contest to or an appeal of the Comprehensive Permit or any other Development Approvals shall be filed. In addition, the Development Approvals shall not impose any unreasonable material obligation on Seller without Seller’s consent.

(ii) All telephone, gas, electric, potable water, storm water, drainage, cable television, and other utilities (except for sanitary sewer, which will be provided by an on site wastewater treatment plant) shall be available to the lot lines of the Property through publicly dedicated streets or easements appurtenant to the Property with sufficient capacity to serve the Intended Improvements; no moratorium on service by any utility serving the Property shall have occurred and none is threatened; and no moratorium on development on the Property shall have been imposed by any governmental authority and none is threatened.

(iii) Seller shall deliver marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions.

(iv) There shall be no Hazardous Substance (hereinafter defined) at, on, under or threatening the Property or the Intended Use. There shall have been no Release (hereinafter defined) at, on, from or threatening the Property or the Intended Use. There shall be no claim pending or threatened against or with respect to Seller or the Property or the Intended Use under any Environmental Law (hereinafter defined).

(v) All of the representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date as if the same were made on and as of such date.

(vi) All covenants and obligations of Seller required in this Agreement to be performed on or before the Closing Date shall have been timely and duly performed.

(b) If Purchaser determines at any time on or before the Closing Date that any of the conditions set forth in Section 6(a) above may not be satisfied by the Closing Date, and, with respect to clauses (ii), (iii), (iv), (v), and (vi) of Section 6(a) only, such conditions remain unsatisfied for ten (10) business days after receipt by Seller of written notice thereof from Purchaser, then Purchaser may, in the exercise of its sole and absolute discretion, terminate this Agreement by giving written notice to Seller at any time on or before the Closing Date. Upon such termination, both parties shall be released from all duties and obligations created herein (except as expressly set forth in this Agreement), and the Deposit shall be returned to Purchaser (except for any portion thereof that has become nonrefundable hereunder). The conditions set forth in Section 6(a) above are for Purchaser's sole benefit, and Purchaser may, in its sole discretion, waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof. Seller shall not take or authorize, directly or indirectly, any action that modifies or changes the circumstances upon which the conditions set forth in Section 6(a) above were deemed satisfied or waived by Purchaser without Purchaser's prior written consent.

7. Closing.

(a) The Closing Date shall be determined as follows:

(i) Subject to Section 7(a)(ii) below, the Closing shall occur on a date (the "**Closing Date**") that is the earlier of (X) sixty (60) days after all conditions precedent set forth in Section 6(a) above have been satisfied, there are no appeals or contests pending with respect to the Development Approvals and all applicable appeal periods have expired, or (Y) twelve (12) months after the Comprehensive Permit has become final and unappealable. Notwithstanding anything contained herein to the contrary, at any time prior to the scheduled Closing Date, Purchaser, in its sole discretion, may elect to close this transaction. Purchaser shall exercise this election by delivering to Seller written notice of Purchaser's intention to close, which notice shall set a Closing Date not less than ten (10) nor more than thirty (30) days after the date of the notice. The Closing will be conducted by escrow through the Title Company or otherwise as the parties may mutually agree. As used in this Agreement, the term "**Closing**" shall mean the time at which the Title Company is in possession of all funds, instruments and documents necessary for the Title Company to perform its obligations under Section 7(b)(v) below. Purchaser shall be granted full possession of the Property as of the Closing.

(ii) Notwithstanding anything in Section 7(a)(i) above to the contrary, Purchaser shall have the right to extend the Closing Date for up to three (3) periods of sixty (60) days each by, in each instance: (x) delivering notice to Seller of Purchaser's election to extend the Closing Date prior to the then-current Closing Date; and (y) depositing with the Title Company the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (each, together with all interest earned thereon, an "**Extension Deposit**" and collectively, the "**Extension Deposits**"). Each Extension Deposit, once paid, shall be non-refundable to Purchaser except in the case of a Seller default. Any Extension Deposits paid shall be held in a similar manner to the Deposits and disbursed in accordance with the terms of this Agreement. If this Agreement proceeds to Closing, any Extension Deposits made shall be applied as a credit to the Purchase Price.

(b) The following procedures shall govern the Closing:

(i) Seller shall deliver to Purchaser, Purchaser's attorney and the Title Company at least five (5) business days prior to Closing for review, and, as executed, to the Title Company at least one (1) business day prior to the Closing, the following documents, each duly executed by Seller and notarized where applicable, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale of the Property:

(A) A quitclaim deed in recordable form and otherwise acceptable to the Title Company and Purchaser consistent with the terms and conditions set forth in this Agreement (the "**Deed**"), conveying to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, with the legal description provided in the Commitment;

(B) An original release of the Property from the Subdivision Covenant affecting the Property;

(C) An Access and Stormwater Easement Agreement (the "**Access/Stormwater Easement**") in materially the same form and substance as that Access and Stormwater Easement Agreement dated as of March 29, 2019 between Seller and CIP18 Marshfield Mews LLC, recorded with the Plymouth County Registry of Deeds in Book 50958, Book 223 (the "**2019 Access/Stormwater Easement**"); provided, however, subject to confirmation that it is either public or otherwise not controlled or owned by Seller, Proprietors Drive shall be excluded from the Access/Stormwater Easement and any other private ways addressed by the 2019 Access/Stormwater Easement that have subsequently been accepted by the Town of Marshfield as public ways shall be excluded from the Access/Stormwater Easement;

(D) An Assignment of Development Permits and Approvals for permits and approvals affecting the Property held by Seller (the "**Permit Assignment**");

(E) An owner's affidavit in the form reasonably required by the Title Company or to permit the Title Company to issue to Purchaser upon completion of the Closing a title policy with the standard pre-printed exceptions deleted or modified in a customary fashion (including exceptions for mechanics' liens, parties in possession and matters of survey), subject only to real estate taxes and the Permitted Exceptions (the "**Title Policy**");

(F) A Seller's affidavit under penalty of perjury stating Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder (FIRPTA), setting forth Seller's taxpayer identification number;

(G) If applicable, authority documentation and any other document reasonably required by the Title Company in order to confirm Seller's authority to consummate this transaction;

(H) A certificate stating that each and every representation and warranty of Seller contained in this Agreement is true and correct as of the Closing Date as if made by Seller on the Closing Date; and

(I) A Settlement Statement indicating Purchase Price, Deposits, credits, charges, and other allocations and adjustments described herein and agreed upon by Seller and Purchaser (the "**Settlement Statement**").

(ii) Seller shall deliver to the Title Company such funds, if any, as may be required of Seller to pay Closing costs or charges properly allocable to Seller (including, but not limited to, transfer taxes, recording fees, loan prepayment or other fees or otherwise related to the Property).

(iii) The Title Company shall make the Deposit and any Extension Deposits paid by Purchaser available in cash at the Closing.

(iv) Purchaser shall deliver the following to the Title Company at the Closing:

(A) The balance of the Purchase Price, less the Deposit and any Extension Deposits paid by Purchaser, adjusted for the prorations and other payments provided for in this Agreement;

(B) The Access/Stormwater Easement;

(C) The Permit Assignment;

(D) Appropriate authorizing resolutions, duly executed, authorizing Purchaser to close the subject transaction as required by the Title Company;

(E) A certificate stating that each and every representation and warranty of Purchaser contained in this Agreement is true and correct as of the Closing Date as if made by Purchaser on the Closing Date;

(F) Such additional funds as may be required of Purchaser to pay Closing costs or other charges properly allocable to Purchaser; and

(G) The Settlement Statement.

(v) After the Title Company has received all of the items to be deposited with it, and when confirmation from the Title Company has been received that it is in a position to issue the Title Policy required hereunder, the Title Company shall:

(A) Record any title clearing documents;

(B) Record the Deed;

(C) Record any other instruments executed by the parties or either of them that are contemplated by this Agreement to be placed of record;

(D) Issue to Purchaser a marked up Commitment obligating the Title Company to issue the Title Policy to Purchaser;

(E) Charge Purchaser for the cost of issuing the Commitment and the Title Policy including, but not limited to, the premium and any abstracting, search or service charges;

(F) Charge Seller for the cost of the state and county recording and transfer taxes due upon recordation of the Deed and for the cost of recording the Deed and any other title clearing documents;

(G) Disburse Closing funds, to the appropriate party as reflected on the Settlement Statement; and

(H) Deliver the Title Policy to Purchaser as soon as reasonably practicable.

(c) Any supplemental closing instructions given by either party shall also be followed by the Title Company provided they do not conflict with any instructions set forth herein or are consented to in writing by the other party.

(d) At the Closing, the real estate taxes and assessments on the Property shall be prorated between the parties as of the Closing Date on the basis of the real estate taxes and assessments paid for the most recent period that has been assessed and billed. If the actual real estate taxes and assessments for the period in which the Closing Date occurs are not determinable at the Closing Date, then the parties agree to re-prorate real estate taxes and assessments promptly upon issuance of the real estate tax and assessments bills for the applicable period. Seller and Purchaser shall allocate all closing costs between them in accordance with standard practice in Boston, Massachusetts. Each of Seller and Purchaser shall be responsible for preparing such documents as it is obligated to deliver pursuant to this Section 7. Each party shall be responsible for the payment of its respective attorneys' fees. This Section 7(d) shall survive Closing.

(e) The parties agree to cooperate with each other and to execute and deliver at Closing any agreements, certificates, affidavits and any other instruments not described in this Section 7 as may be necessary or desirable to effectuate the transactions contemplated hereby.

(f) Between the time that the Comprehensive Permit becomes final and unappealable and the Closing, Seller and Purchaser shall use commercially reasonable efforts to agree upon an access and utility easement over the paved areas of the Purchaser's development on the Property to the property labeled "Back Parcel" on Exhibit B attached hereto, provided that Seller has then obtained clear title to the Back Parcel, and further provided that such easement shall in no event adversely impact Purchaser's proposed development on the Property.

(g) Within three (3) days of the Closing, Purchaser shall deliver a letter to the Director of the Massachusetts Division of Fisheries & Wildlife ("NHESP") as required by General Condition 6 of the Conservation and Management Permit 005-072 for Enterprise Park originally issued on October 5, 2005 and amended on February 26, 2019 (collectively, the "CMP").

8. **Seller's Representations and Warranties.**

(a) Seller represents and warrants to Purchaser that the following statements are now, and on the Closing Date will be, true and accurate:

(i) Seller is vested with good and marketable fee simple title to the Property subject only to the Permitted Exceptions.

(ii) There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and Seller has received no notice of any public authority to take or use the Property or any part thereof.

(iii) There are no pending or, to the best of Seller's knowledge, threatened suits or proceedings against or affecting Seller or any part of the Property.

(iv) Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by Seller pursuant to this Agreement and to perform all obligations arising under this Agreement.

(v) There exists no violation of any law, regulation, ordinance, order or judgment affecting the Property.

(vi) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller in respect of the Property, nor are there any liens, actions, suits, proceedings, investigations or claims for taxes and/or assessments asserted by any taxing authority.

(vii) There are no mechanics' or materialmen's liens filed against the Property.

(viii) There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise.

(ix) There are no agreements of sale, options to purchase or rights of first refusal or first offer outstanding with respect to all or any portion of the Property.

(x) The Property is not subject to, and Seller has not entered into with respect to the Property, any service contracts or agreements.

(xi) To the best of Seller's knowledge Seller is in compliance with all requirements of the CMP.

(xii) Seller has not made or been a party to any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with by either transferor or transferee.

(xiii) To the best of Seller's knowledge, no Hazardous Substance is located on, in or under the Property, except as disclosed in the 3-volume set entitled "Enterprise Park Master Plan Plain Street (Route 139) Marshfield, Massachusetts" dated November 30, 2004, August 31, 2005, and January 12, 2006, respectively, and the Certificate of the Secretary of Environmental Affairs on the Draft Environmental Impact Report dated March 17, 2006.

(xiv) Seller does not use or has Seller ever used the Property for the use, storage, generation, manufacture, treatment, transportation, disposal or Release of any Hazardous Substance.

(xv) Seller's activities on the Property and, to the best of Seller's knowledge, those of its tenants, subtenants and licensees, if any, comply with all applicable Environmental Laws.

(xvi) Seller has disclosed or will disclose to Purchaser all assessments, studies, sampling results, evaluations and other reports commissioned by or for Seller or within Seller's possession or control relating to the environmental condition of the Property.

(xvii) To the best of Seller's knowledge, there are not now any above ground or underground storage tanks located in, on or under the Property. Seller has not removed, or caused to be removed, any underground storage tanks from the Property and to the best of Seller's knowledge, no underground storage tanks were removed from the Property before Seller acquired title to the Property.

(b) For purposes of this Agreement:

(i) The term "**Environmental Law**" means any federal, state, county, municipal, local or other statute, ordinance or regulation that relates to or deals with the protection of the environment and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including the Comprehensive Environmental Response and Liability Act of 1980 ("**CERCLA**"), as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("**RCRA**"), as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The term "**Hazardous Substance**" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof),

and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

(iii) The term “**Release**” means any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

(iv) The term “**Seller’s Affiliates**” means: (i) if Seller is an individual, any spouse, ancestor, descendant or sibling of Seller; (ii) any corporation in which Seller is or was an officer, director, or shareholder; (iii) any partnership in which Seller is or was a partner; (iv) any trust that is or was for the benefit of Seller or any spouse, ancestor, descendant or sibling of Seller; (v) if Seller is a partnership or limited liability company, any partner or member, respectively, of Seller; and (vi) if Seller is a corporation, any officer, director or controlling shareholder of Seller.

(c) The representations and warranties made in Section 8(a) above shall be deemed to have been remade by Seller as of the Closing Date, as if made on and as of such date, except for such matters, if any, arising subsequent to the date of this Agreement, that are set forth in a certificate executed by Seller and delivered to Purchaser on or before the Closing Date, which certificate upon delivery shall be deemed to constitute a part of this Agreement. If any representation or warranty made in Section 8(a) above was untrue when made or has become untrue as a result of Seller’s willful misconduct or intentional breach of this Agreement (or the willful misconduct or intentional breach of this Agreement by Seller’s agents, employees or counsel), it shall be deemed a default of Seller and Purchaser shall be entitled to pursue its remedies for Seller’s default as set forth in Section 13 below. If a matter represented by Seller hereunder was true as of the Effective Date, but subsequently is rendered inaccurate due to causes other than Seller’s willful misconduct or intentional breach of this Agreement, then such inaccuracy shall not constitute a default by Seller under this Agreement, but shall constitute a failure of a condition to Closing hereunder, as further set forth in Section 6 above.

(d) Seller shall indemnify and hold Purchaser forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses including, but not limited to, attorneys’ fees, asserted against, imposed on, or suffered or incurred by Purchaser (or the Property) directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties, including as remade as of the Closing (“Claims”). The foregoing indemnity obligation shall survive the Closing and delivery of the Deed for a period of twelve (12) months after Closing, and with respect to any written Claim made within such period, until final unappealable adjudication or settlement thereof.

(e) Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this Agreement, the Property will be conveyed in its “as-is” “where-is” condition on the Closing Date, “with all faults” and “subject to all defects.” Except as expressly set forth in this Agreement, Seller specifically disclaims making any representation or warranty concerning the Property.

9. **Purchaser's Representations and Warranties.**

(a) Purchaser represents and warrants to Seller that the following statements are now, and the Closing Date will be, true and accurate:

(i) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Delaware.

(ii) This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(iii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any contract or instrument to which it is a party, or to which it is subject, or by which it or any of its assets or properties may be bound.

(iv) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(b) The representations and warranties made in Section 9(a) above shall be deemed to have been remade by Purchaser as of the Closing Date, as if made on and as of such date, except for such matters, if any, arising subsequent to the date of this Agreement, that are set forth in a certificate of an authorized and incumbent general partner of Purchaser delivered to Seller on or before the Closing Date, which certificate upon delivery shall be deemed to constitute a part of this Agreement. If any representation or warranty made in Section 9(a) above was untrue when made or has become untrue as a result of Purchaser's willful misconduct or intentional breach of this Agreement (or the willful misconduct or intentional breach of this Agreement by Purchaser's agents, employees or counsel), and Purchaser is unable to close this transaction as a result thereof, it shall be deemed a default of Purchaser and Seller shall be entitled to pursue any other remedies for Purchaser's default as set forth in Section 13 below. If a matter represented by Purchaser hereunder was true as of the Effective Date, but subsequently is rendered inaccurate due to causes other than Purchaser's willful misconduct or intentional breach of this Agreement, then such inaccuracy shall not constitute a default by Purchaser under this Agreement, but shall constitute a failure of a condition to Closing hereunder.

(c) Purchaser shall indemnify and hold Seller forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses including, but not limited to, attorneys' fees, asserted against, imposed on, or suffered or incurred by Seller directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties, including as remade as of the Closing ("Claims"). The foregoing indemnity obligation shall survive the Closing for a period of twelve (12) months after Closing, and with respect to any written Claim made within such period, until final unappealable adjudication or settlement thereof.

10. **Covenants.**

(a) In addition to all other covenants and obligations of Seller in this Agreement, Seller covenants with Purchaser as follows:

(i) Between the Effective Date and the Closing Date, Seller shall not, without Purchaser's prior written consent, create or permit by its consent encumbrances on the Property that will adversely affect the legal description of the Property, the physical character of the same or the status of title of the Property.

(ii) Between the Effective Date and the Closing Date, Seller shall not file any application for any change of the present zoning classification of the Property unless Purchaser approves such change.

(iii) Between the expiration of the Investigation Period and the Closing Date, there shall be no material changes in the condition of the Property from the condition in which Purchaser shall have accepted the Property upon the expiration of the Investigation Period.

(iv) Between the Effective Date and the Closing Date, Seller shall deliver to Purchaser copies of any and all documents and information Seller shall receive from any third party pertaining to the Property or the proposed development thereof including, but not limited to, any correspondence from any governmental agency or correspondence or notices concerning pending or threatened suits or proceedings against or affecting Seller or any part of the Property, within three (3) business days after Seller's receipt thereof.

(v) If subsequent to Closing hereunder, any mechanics' or other liens are filed against the Property or against Purchaser or its assigns, based upon any act or omission of any party other than Purchaser occurring prior to Closing, and such liens are not satisfied at Closing, Seller shall take such action (or cause such action to be taken), within ten (10) days after such filing, by bonding, deposit, payment or otherwise, as will remove, transfer, satisfy or insure over such lien of record against the Property, at Seller's sole cost and expense. This Section 10(a)(v) shall survive the Closing.

(vi) On the Closing Date, there shall be no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise.

(vii) Seller shall not have any discussions or enter into any negotiations with any third party for any interest in or right to obtain an interest in the Property.

(b) Seller shall indemnify and hold Purchaser forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses including, but not limited to, attorneys' fees, asserted against, imposed on, or suffered or incurred by Purchaser (or the Property) directly or indirectly arising out of or in connection with any breach of the foregoing covenants, which covenants shall survive the Closing ("Claims"). With respect to the covenants set forth in clauses (ii), (iii), (iv), (v), and (vi) of Section 10(a), the foregoing indemnity obligation shall survive the Closing and delivery of the Deed for a period of twelve (12) months after Closing, and with respect to any written Claim made within such period, until final unappealable adjudication or settlement thereof.

11. **Real Estate Commission.** Seller and Purchaser represent and warrant to each other that they have not engaged or dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Each party indemnifies and holds the other harmless against any and all liability, cost, damage, and expense (including, but not limited to, attorneys' fees and costs of litigation and appeals) either shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with Purchaser or Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

12. **Condemnation.** If any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking, of any portion of the Property, by eminent domain, condemnation or otherwise, are commenced prior to Closing, or if any portion of the Property is taken by eminent domain, condemnation or otherwise, prior to Closing, then Seller shall notify Purchaser promptly and Purchaser shall have the option, in its sole and absolute discretion, of either: (i) terminating this Agreement and receiving a full refund of the Deposit; or (ii) Closing in accordance with the terms of this Agreement, but at the Closing Seller shall assign to Purchaser all of its right, title, and interest in and to any awards attributable to the Property that have been or may be made with respect to such eminent domain proceeding or condemnation (if the award is paid prior to Closing, such amount shall be held in escrow and delivered to Purchaser at Closing), provided, however, that if such taking or proposed taking does not adversely impact the development of the Intended Improvements in Purchaser's reasonable discretion, then Purchaser shall not elect to terminate under the foregoing clause (i). Such election must be made by Purchaser within thirty (30) business days after the notice furnished by Seller. If Purchaser fails to make an election in writing, Purchaser shall be deemed to have elected alternative (ii). If this Agreement is not terminated pursuant to this Section 12, Purchaser shall have the right to contest the condemnation of the Property and/or the award resulting therefrom, and Seller shall not agree to or accept any compromise or condemnation award without obtaining Purchaser's prior written approval, which approval shall not be unreasonably withheld.

13. **Default.**

(a) If Purchaser defaults in its obligations pursuant to this Agreement and such default continues for ten (10) days after receipt of written notice thereof from Seller or if Closing fails to occur due to a default on the part of Purchaser, then the total amount of the Deposit and any Extension Deposits shall be delivered to Seller as liquidated and agreed upon damages as Seller's sole remedy at law or in equity; and thereafter, Purchaser shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Purchaser for specific performance or for damages by reason of the failure of Purchaser to close this transaction.

(b) If Seller defaults in its obligations pursuant to this Agreement and such default continues for ten (10) days after receipt of written notice thereof from Purchaser, or if Closing fails to occur due to a default on the part of Seller, then, at the option of Purchaser: (i) Purchaser may terminate this Agreement and the Deposit and any Extension Deposits shall be returned to Purchaser; or (ii) Purchaser may maintain an action for specific performance. Notwithstanding the preceding sentence, if specific performance is not available as a remedy, Purchaser shall have

the right to maintain an action for damages and other remedies against Seller as may be available at law, in equity or otherwise.

(c) This Section 13 shall survive termination of this Agreement.

14. **Escrow.** The Title Company is authorized to receive funds and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by either party hereunder. If the Title Company has any doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the clerk of the local state or federal court. Upon notifying the parties of such action, all liability on the part of the Title Company shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Purchaser and Seller wherein the Title Company is made a party by virtue of acting as the escrow agent hereunder, or in the event of any suit wherein Title Company interpleads the subject matter of this escrow, the Title Company shall be entitled to recover reasonable attorneys' fees and costs incurred, such fees and costs to be charged and assessed as court costs in favor of the prevailing party. The parties agree that the Title Company shall not be liable to any party or person for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to the Title Company's willful breach of this Agreement or gross negligence. The parties shall have the right to change the holder of the monies from the Title Company to a mutually acceptable third party other than the Title Company, in which case the Title Company shall transfer any monies that are the subject of this escrow to such third party upon receipt of Notice from the parties. The Title Company's obligations shall survive termination of this Agreement or the Closing.

15. **Entire Agreement.** This Agreement, including the "Recitals" section hereof, constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and supersedes all prior understandings or agreements between the parties.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

17. **Survival of Sections.** Except as specifically set forth herein, the terms, conditions and warranties contained herein shall not survive the Closing and the delivery of the Deed.

18. **Waiver; Modification.** The failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Purchaser's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

19. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, not including the choice of law rules thereof.

20. **Headings.** The Section headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any Section herein.

21. **Notices.**

(a) Any notice, request, demand, instruction or other communication to be given to either party under this Agreement (collectively, the “**Notices**”), except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent by electronic mail (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by certified mail, return receipt requested, by express overnight courier or by same day delivery courier, as follows:

If to Purchaser:

Mill Creek Residential Trust
84 State Street - Suite 920
Boston, MA 02019
Attn: Doug Arsham
Email: darsham@mcctrust.com

with a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Deborah Horwitz, Esq.
Email: dhorwitz@goulstonstorrs.com

If to Seller:

VRT Corp.
80L Washington Square
Norwell, MA 02061
Attn: Michael Verrochi
Email: mverrochi@vrtcpr.com

with a copy to:

Clancy-Fredericks
2336 SE Ocean Boulevard, Suite 272
Stuart, FL 33996
Attn: Atty. James E Clancy
Email: jeclancy@clancyfredericks.com

If to Title Company:

Commonwealth Land Title Insurance Company
265 Franklin Street, 8th Floor
Boston, MA 02110
Attn: Megan F. Rapone, Esq.
Email: Megan.Rapone@fnf.com

(b) Notices shall be deemed given: (i) when received, if delivered by electronic mail or same day delivery courier; (ii) on the third (3rd) day following the date that the Notice is deposited in the facilities of the U. S. Postal Service, if forwarded by certified mail; or (iii) on the day following the date that the Notice is deposited in the facilities of an overnight courier, if delivered by express overnight courier. A party may change its Notice address by Notice to the other party. Notice to Seller's counsel is deemed to be notice to Seller.

22. **Assignment.** This Agreement may not be assigned by Purchaser without Seller's consent (which consent shall not be unreasonably withheld, conditioned or delayed), except that Seller's consent shall not be required: (i) if Purchaser assigns this Agreement to any person or entity affiliated with (i.e., controlling, controlled by, or under common control with) Purchaser or any Mill Creek Residential principals or to a joint venture in which Purchaser or any entity affiliated with Purchaser or Mill Creek Residential principals retains day-to-day management and control of the development of the Property; or (ii) with respect to an assignment that is effective after Purchaser has delivered immediately available funds to the Title Company as required under Section 7(b)(iv)(A) above; or (iii) Purchaser assigns to an intermediary, exchange accommodation titleholder or other unrelated third party in connection with a Section 1031 exchange. In the event of an assignment, the assignee of such rights agrees to be fully bound by the terms and conditions of this Agreement as if such assignee were the original party hereto. No such assignment shall release Purchaser from its obligations prior to Closing.

23. **Time of the Essence; Time for Performance.** Time is of the essence with respect to each provision of this Agreement that requires that an action be taken by either party within a stated time period, or upon a specified date; provided, however, if the date for performance of an obligation is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day, or if performance shall be impossible as a result of a utilities and/or communications systems failure beyond the control of the party whose action is required, the date for performance shall be extended to the next business day that utilities and/or communications shall be available to such party.

24. **Construction.** Each party hereto acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

25. **Counterparts.** This Agreement may be executed in as many counterparts as may be required.

26. **Signage.** Commencing upon the expiration of the Investigation Period and ending upon the termination of this Agreement, Seller grants to Purchaser the right to erect a sign, reasonably acceptable to Seller, upon the Property advertising the proposed development by Purchaser and directing inquiries regarding the proposed development to Purchaser, provided that Purchaser shall be solely responsible for obtaining any government approvals or permits required in connection therewith. If this Agreement is terminated for any reason, Purchaser shall promptly remove any sign erected by Purchaser.

27. **Effective Date.** The “Effective Date” of this Agreement shall be the date upon which the last of the parties executes and delivers this Agreement to the other party.

28. **Force Majeure.** If either party is prevented from fulfilling any of its respective Closing obligations as set forth in this Agreement because an act of terrorism, severe weather, epidemic, pandemic or other public health emergency or other uncontrollable conditions directly preclude a party either from wiring Closing funds or executing and delivering Closing documents, or otherwise from performing their rights and obligations hereunder, then the time of such performance by either party, including the time for payment of sums due hereunder, shall be extended by a time equal to the amount of such delay, provided that neither party shall be entitled to claim such delay unless it promptly notifies the other party in writing as soon as possible under the circumstances of such delay and the cause thereof.

29. **ARBITRATION.** EXCEPT AS PROVIDED IN THIS SECTION 29, ANY DISPUTE BETWEEN PURCHASER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”). THE ARBITRATION SHALL BE CONDUCTED IN BOSTON, MASSACHUSETTS, AND ADMINISTERED BY JAMS, WHICH WILL APPOINT A SINGLE ARBITRATOR. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON THE PARTIES, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION. NOTWITHSTANDING THE FOREGOING, NOTHING SHALL PRECLUDE PURCHASER FROM FILING A LIS PENDENS AGAINST THE PROPERTY AND/OR PURSUING AN ACTION IN COURT FOR SPECIFIC PERFORMANCE OR FOR DAMAGES IF SPECIFIC PERFORMANCE IS NOT AVAILABLE AS A REMEDY FOR A SELLER DEFAULT NOR SHALL ANYTHING PRECLUDE SELLER FROM PURSUING AN ACTION IN COURT FOR ANY MONETARY DAMAGES AWARDED VIA ARBITRATION AND NOT OTHERWISE PAID IN A TIMELY MANNER.

30. **JURY WAIVER.** EACH PARTY WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL. THIS SECTION 30 HAS BEEN INCLUDED ONLY IN THE EVENT THAT, DESPITE THE PARTIES’ INTENTION, THE AGREEMENT TO ARBITRATE DISPUTES IS OR IS HELD TO BE INAPPLICABLE, AND

NOTHING IN THIS SECTION 30 IS INTENDED TO QUALIFY THE PARTIES' AGREEMENT TO ARBITRATE ALL DISPUTES..

31. **Attorneys' Fees.** Each party: (a) will bear its own costs (including attorneys' fees) incurred in connection with any litigation, arbitration or similar proceeding between the parties arising out of a dispute related to this Agreement, the Property or the transactions contemplated by this Agreement; and (b) waives rights to recover attorneys' fees and other costs, if any, that otherwise would be available by statute or as a matter of law. This Section 31 shall survive termination of this Agreement or the Closing.

32. **Like-Kind Exchange.** Each of Purchaser and Seller acknowledges that the other is or may be seeking an exchange qualifying for tax-deferred like-kind exchange treatment under Section 1031 of the Internal Revenue Code of 1986, as amended, with respect to the transfer to Purchaser of the Property, and in connection therewith shall have the right to assign its rights and obligations pursuant to this Agreement to a qualified intermediary. Purchaser and Seller agree to cooperate with the other in accomplishing structuring of the transfer of the Property to Purchaser in a manner so that the transfer of the Property from Seller to Purchaser shall qualify for tax-deferred like-kind exchange treatment under Section 1031 of the Internal Revenue Code, as amended, provided that Seller or Purchaser, as applicable, shall be responsible for preparing all documents required to effect their respective exchange(s) and for all transaction costs associated solely with their respective exchange(s). Notwithstanding the foregoing, neither Seller nor Purchaser shall be required to take title to any exchange property(ies). The consummation of an exchange is not a condition precedent to Purchaser's or Seller's obligations under this Agreement and in no manner shall result in the extension of any time periods under this Agreement, including the Closing Date. Neither Purchaser nor Seller has made any representation or warranty to the other with respect to the tax effect of the transfer of the Property by Seller to Purchaser and by cooperating with the other in structuring the transaction, neither Purchaser nor Seller assumes any responsibility for the tax effects of the transaction upon the other.

33. **Confidentiality.** Seller agrees to keep all terms and conditions of this Agreement confidential; provided, however, Seller may disclose such terms and conditions to Seller's financial and legal advisors who have a need to know such information in order to assist Seller with its legal and financial matters. Prior to Closing, Purchaser agrees to keep all terms and conditions of this Agreement confidential; provided, however, Purchaser may disclose such terms and conditions to Seller's financial and legal advisors, who have a need to know such information in order to assist Seller with its legal and financial matters, and to such attorneys, accountants, lenders, governmental agencies and others as are reasonably required by Purchaser to evaluate and consummate the transaction, including obtaining the Development Approvals.

34. **Interpretation.** In this Agreement, whenever the context so requires: (a) the masculine gender includes the feminine and/or neuter; (b) the neuter includes the feminine and/or masculine; (c) the singular includes the plural; and (d) the use of the word "including" shall not be deemed to limit the generality of the term or clause to which it has reference, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference hereto.

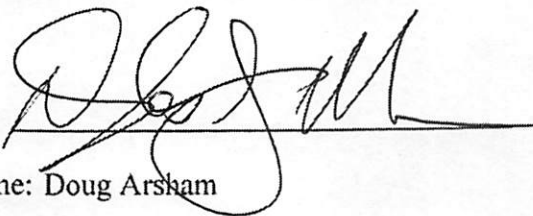
35. **Invalid Provisions.** If any term or provision of this Agreement or the application thereof to any person, circumstance or specific situation shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby and every provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

PURCHASER:

MCRT INVESTMENTS LLC,
a Delaware limited liability company

By: 

Name: Doug Arsham

Title: Managing Director

Date: May 14, 2021

SELLER:

VRT CORP.,
a Massachusetts corporation

By: _____

Name: Michael J. Verrochi

Title: President

Date: May __, 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

PURCHASER:

MCRT INVESTMENTS LLC,
a Delaware limited liability company

By: _____

Name: Doug Arsham

Title: Managing Director

Date: May ___, 2021

SELLER:

VRT CORP.,
a Massachusetts corporation

By: Michael J. Verrochi

Name: Michael J. Verrochi

Title: President

Date: May 12, 2021

The undersigned acknowledges and agrees to act as Title Company in accordance with the terms of this Agreement.

COMMONWEALTH LAND TITLE INSURANCE
COMPANY

By: Megan Rapone

Name: Megan Rapone

Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain parcel of vacant land situated in Marshfield, Plymouth County, Massachusetts containing 12.68 acres more or less and being shown as Lot 6R on a plan entitled "Plan of Land In Marshfield Showing Revised Lots 5 & 6, Commerce Way, Enterprise Park Definitive Subdivision" dated March 11, 2005, drawn by Stenbeck & Taylor, Inc. which plan is recorded with Plymouth County Registry of Deeds in Plan Book 50, Page 396 and is recorded as Plan No. 736 of 2005.

[Being a portion of the same land conveyed to the Seller by one or more of the following deeds: (a) Deed from David W. Ellis, individually and as Trustee and Caroline D. Ellis, dated January 7, 2002, recorded in Book 21322, Page 222; (b) Deed from Edward S. Soule, et ux, dated December 30, 1985, recorded in Book 6503, Page 288; (c) Deed from Lucy W. Callahan, dated November 25, 1981, recorded in Book 5085, Page 45; and (d) Deed from Mt. Skirgo Associates, Inc., dated September 24, 2001, recorded in Book 20590, Page 250, and by virtue of Land Court Confirmation Decree, recorded in Book 8676, Page 226.] **[Vesting deed information to be confirmed by title company.]**

EXHIBIT B

BACK PARCEL PLAN

[ATTACHED]

EXHIBIT B

BACK PARCEL PLAN

