

OPTION TO PURCHASE

AGREEMENT (the "Agreement") made as of this 10th day of February, 2022 ("Effective Date") by and between Jane Nichols Ashbrook, formerly known as Jane A. Hamrock and Mary D. Buntin, as they are Trustees of the AB Realty Trust (hereinafter "Owner") and Robert W. Murchison of 177 Lake Street, Sherborn, MA 01770 ("Option Holder").

WHEREAS, Owner is the owner of certain parcels of vacant land (the "Land") situated in Sherborn, Middlesex County, Massachusetts commonly known as and numbered 121-129 Washington Street, Sherborn, MA, more particularly described as Parcel II in the deeds to Seller recorded with the Middlesex County (S.D.) Registry of Deeds at Book 25396 Pages 417, 421,424, 426, 428, copies of which are attached hereto and incorporated herein as Exhibit A, and also shown as Assessors Map 7 Lot 49, and also shown as Lot 2 on a plan recorded with Middlesex Registry of Deeds as Plan No. 1131 of 2005 containing 18.53 Acres, a copy of such Plan is attached hereto as Exhibit B.

WHEREAS, Option Holder is desirous of obtaining an option to purchase the Land on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid herewith, and the other mutual covenants and agreements contained herein, the receipt and sufficiency of which are acknowledged by the Parties as good and valuable consideration, the Owner and Option Holder agree as follows:

1. The Whereas Recitals set forth above shall and are hereby made a part of this Agreement.

2. For the stated consideration, Owner hereby grants Option Holder, the option, to be exercised by Option Holder in his sole discretion, to purchase the Land for the sum of One Million Two Hundred Thousand (\$1,200,000.00) Dollars (hereinafter the "Purchase Price") on or before July 30, 2023, as that date may be extended as set forth in Paragraph 3 below (hereinafter "Option Exercise End Date"). The Option Holder may at any time upon 10 days notice to the Owner accelerate the Option Exercise End Date and exercise its rights to purchase the Land earlier than the Exercise Option End Date.

3. Upon payment to Owner of Twenty-Five Thousand (\$25,000.00) Dollars on or before July 23, 2023, and upon the condition that Option Holder has provided the Owner with a status report describing the actions taken by him to develop the Land during the initial Option period, Option Holder shall have the additional right and option, to extend the Option Exercise End Date for one (1) year from July 30, 2023 to July 30, 2024. Said Twenty-Five Thousand (\$25,000.00) Dollar payment shall be non-refundable, and shall be deemed earned by the Seller in consideration for the extension, in addition to the Purchase Price. There shall be no further extensions of the Option Exercise End Date unless mutually agreed to by the parties.

4. Commencing with the Effective Date of this Agreement, Owner shall grant to Option Holder, complete access to the Land to conduct, at Option Holder's expense, such

engineering, environmental, regulatory, well water, septic viability, title examinations and other due diligence studies, as Option Holder may desire or deem necessary ("Due Diligence"). Commencing with the Effective Date, Option Holder shall diligently commence its Due Diligence as soon as weather and soil conditions permit the completion of such Due Diligence, and continue to complete its Due Diligence investigations prior to the Option Exercise End Date. Option Holder shall restore all areas of the Land disturbed by said Due Diligence studies to substantially the same condition as the Land was in prior to any disturbance. The Option Holder shall indemnify and hold Owner harmless from and against any and all claims, loss, costs or damages arising out of actions taken by the Option Holder and/or any of the Option Holder's Representatives, in connection with the Option holder's entry on the Land and performance of Due Diligence.

5. To the extent that Owner currently has in its possession, information related to the Land, including, but not limited to any title insurance policies, surveys, well locations, septic viability reports or tests, wetlands delineations, or other information about the Land, Owner shall provide that information to the Option Holder. Said delivery of said materials, will be otherwise without warranty of marketability, merchantability or of any other kind, and in its then as is condition.

6. If Option Holder does not exercise its option to purchase the Land, then at Owner's request, Option Holder shall provide to Owner, copies of all studies conducted by or for Option Holder concerning the Land's conditions, on or within ten (10) business days of Owner's request. Said delivery of said materials, will be otherwise without warranty of marketability, merchantability or of any other kind, and in its then as is condition. Option Holder, or its successors and assigns, shall deliver to the Owner an original Release of this Option to Purchase in recordable form simultaneously with the Option Holder's notice to Owner of Option Holder's election to NOT exercise the Option Holder's option to purchase set forth herein.

7. If the Option Holder does exercise its option to purchase, the Closing shall occur on such date as the Option Holder shall select in a written notice to Owner on at least ten (10) business days prior notice, which date shall be the earlier of thirty (30) days from the date the Option Holder receives all federal, state, and local permits and approvals with all appeal periods having ended or the Option Exercise End Date. At the Closing, the Land shall be in its "as-is" condition, free and clear of any and all liens and encumbrances created by the Owner.

8. Prior to the Option Holders exercise of its rights to purchase the Land, but no later than the Exercise Option End Date, Option Holder shall provide the Owner written notice (the "Title Objection Notice"), designating all defects in record title (each, a "Title Defect" and collectively, the "Title Defects") to which Option Holder objects, existing as of the date of the Title Objection Notice. Option Holder shall not be precluded from objecting to, and is not waiving its rights to object to, title matters first arising after the date of the Title Objection Notice, and any such matters shall be included in the definition of Title Defects for purposes hereof. Upon receipt of the Title Objection notice, Owner shall use reasonable efforts to cure any Title Defect on or prior to the Option holder's exercise of its option to purchase the Land in accordance with the provisions hereof and, if necessary, shall be required to expend no more than Five Thousand and No/100s Dollars (\$5,000.00) to clear any Title Defects. Option Holder will be deemed to have

waived its right to object to title if it fails to provide a Title Objection Notice prior to the Exercise Option End Date.

9. All notices between the Owner and Option Holder shall be in writing and shall be sent by hand, by overnight mail, or by certified mail, return receipt requested, addressed to Owner or Option Holder, at the respective addresses set forth below, and shall be deemed given on the day delivered, if by hand or overnight mail or electronic mail, or two days after being postmarked if sent by certified mail, return receipt requested:

If to Owner:

Jane N. Ashbrook, Trustee AB Realty Trust
7 St. Joseph Street
Hyannis, MA 02601

Mary Buntin, Trustee, AB Realty Trust
80 Maple Street
Wenham, MA 01984

With a copy to:

Dean P. Plakias, Esquire
Hill & Plakias P.C.
888 Washington Street, Suite 302
Dedham, MA 02026
Tel: (781) 326-8848
dean@hillplakias.com

If to Option Holder:

Robert W. Murchison
177 Lake Street
Sherborn, MA 01770

With a copy to:

James W. Murphy
Law Offices of James W. Murphy
Post Office Box 1327
Sherborn, MA 01770
Tel: (508) 653-7162
Email: james.murphy.esquire@gmail.com

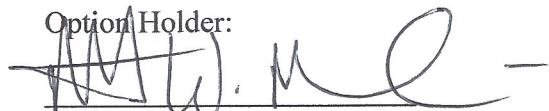
If any of the parties shall, during the term of this Agreement, change their address for notices, then upon giving notice to the other party in the manner provided herein, then the new address shall be the address for notice.

10. In the event that the Owner fails to fulfill its obligation to convey the Land to the Option Holder, except for failure to perform for a Title Defect, the Option Holder shall notify the Owner in writing, and the Owner shall have thirty (30) business days to cure said breach. In the

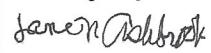
event that the Owner has undertaken to cure such breach, Owner a shall have an additional sixty (60) days to cure such breach. In the event that the Owner shall have failed to cure such breach within thirty (30) days , as extended, Option Holder shall have all rights at law or in equity to enforce Options Holder's rights under this Agreement.

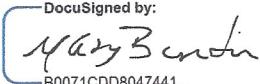
11. The Parties agree that a Notice of Option Agreement shall be recorded in the Middlesex South Registry of Deeds, substantially in the form attached hereto as Exhibit C. This Agreement shall be deemed to be a covenant running with the land. The Option Holder may assign his rights in this Agreement to an entity in which he retains majority control. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement is executed as a sealed instrument the date and year first above written.

Option Holder:

Robert W. Murchison

Owner:
AB Realty Trust

DocuSigned by:

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By: Jane N. Ashbrook, formerly known as Jane A. Hamrock, Trustee
Hereunto duly authorized

DocuSigned by:

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By: Mary D. Buntin, Trustee
Hereunto duly authorized