

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") dated as of mm/dd/yyyy (the "Effective Date"), is entered into by and between SEABOARD, LLC, a Massachusetts limited liability company, with an address of 518 Newton Street, Fall River, MA 02721 (the "Seller"), and _____ with an address of _____ (the "Buyer").

THE PARTIES AGREE AS FOLLOWS:

1. **Identification of the Property:** Seller agrees to sell, and Buyer agrees to buy, upon and subject to the terms and conditions set forth herein, all that certain piece or parcel of real estate with all improvements thereon and all appurtenances thereto, known as 350 Mariano Bishop Boulevard, containing approximately 2.712 acres of land, as further described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property" or the "Premises"). Said conveyance shall be by Quitclaim Deed in such form acceptable to Buyer (the "Deed") and shall be subject only to the following:
 - a. Applicable laws and regulations of any governmental authority in effect on the date hereof, provided that the Property is not in violation of such laws, ordinances and regulations;
 - b. Such taxes for the then current tax period as are not due and payable on the date of the delivery of the Deed;
 - c. Any liens for municipal betterments noticed and assessed after Closing; and
 - d. Any Permitted Encumbrances allowed pursuant to Section 7 herein.
2. **Consideration.** The total purchase price shall be Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00). Any interim payments made shall be applicable to the purchase price at closing.
3. **Deposits.**
 - a. Upon execution of this agreement the Buyer shall pay One Thousand and 00/100 Dollars (\$1,000.00) by personal or company check, in mail or in person on the Effective Date of this Agreement (the "Initial Deposit"); This payment establishes the closing date as 30 days from the effective date, hence occurring on:
mm/dd/yyyy
 - b. The Buyer may extend the closing date for 90 days (Due Diligence Period) as follows; The Buyer shall pay Five Thousand and 00/100 Dollars (\$5,000.00) per month, by personal or company check, in mail or in person. Each payment extends the closing date 30 days from the previous closing date, up to a maximum of 90 days, hence
mm/dd/yyyy
 - c. The Buyer may further extend the closing date for 180 days (Permitting Period) as follows; The Buyer shall pay Ten Thousand and 00/100 Dollars (\$10,000.00) per month, by personal or company check, in mail or in person. Each payment extends the closing date 30 days from the previous closing date, up to a maximum of 180 days, hence
mm/dd/yyyy

The Initial Deposit and any other Deposits (as defined in Section 7(A)) are also sometimes collectively referred to herein as the "Deposit".

- No deposits are refundable.
- This agreement may be cancelled at any time by written, verbal or email notice
- This agreement is automatically cancelled upon nonpayment of any deposits due on the day after the due date.
- No deposits shall be held or made through a third party.
- All payments are to be credited in full toward the purchase price at closing.

4. **Closing: Condition of Property and Other Closing Deliveries.** If Buyer has not terminated this Agreement as provided for herein, the Deed for the Property and possession of the Property shall be delivered by Seller in the manner required herein and the balance of the Purchase Price shall be delivered by Buyer via certified funds or wire (collectively, the "Closing"). The Closing shall be held on the day that is the earlier of: (i) thirty (30) days following the expiration of the Permitting Period; or (ii) seven (7) days after Seller receives written notice from Buyer that it waives the contingencies outlined Section 8 hereof (the "Closing Notice").

Buyer and Seller (or their respective counsel on behalf of Buyer and Seller) shall each provide escrow closing instructions to the Escrow Agent (the "Closing Instructions") which will provide that, on the Closing: (a) Seller and Buyer shall each deposit with the Escrow Agent all of the documents and instruments required under this Agreement (the "Closing Documents"); and (b) Buyer shall deposit with the Escrow Agent the balance of the Purchase Price required to be paid after application of the Deposit (including without limitation any Deposits) thereto and all prorations, adjustments and credits required to be made under this Agreement (the "Adjusted Purchase Price"), all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Buyer and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Escrow Agent shall be authorized and directed to record the Deed among the applicable land records with respect to the Property, to disburse the Adjusted Purchase Price to Seller or its designee(s), and to disburse the Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

5. **Conditions to Closing.** The obligation of Buyer to consummate the transactions contemplated herein is subject to the full and complete satisfaction of each of the following conditions precedent:

- a. The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Closing as if the same were made on and as of such date.
- b. There shall not have been filed by or against Seller at any time prior to or on the Date of Closing any bankruptcy, reorganization or receiver petition.
- c. Title to the Property shall be good and marketable, insurable by the Escrow Agent (the "Title Policy"), and with such endorsements as Buyer or its lender shall reasonably require, in a form reasonably acceptable to Buyer at standard rates

(both with respect to the form of the Title Policy and any endorsements thereto), without exceptions or reservations of any type or kind except the Permitted Encumbrances (as defined in Section 7(B) herein); and (b) the Escrow Agent shall be irrevocably committed to issue to Buyer the Title Policy, immediately upon Closing.

- d. Seller shall have performed each and every material obligation and covenant of Seller to be performed hereunder.
- e. Except as expressly permitted under this Agreement, Seller shall not have entered into any lease, agreement or obligation with respect to the Property, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion.
- f. Seller shall have kept in full force and effect with respect to the Property the policies of insurance in effect at the execution of this Agreement.
- g. The Property shall be in the same condition that it was in on the Effective Date, normal wear and tear excepted. The property is sold "as is" with no implied or expressed guarantees. It is also expressly stated and understood that this property was once a landfill and as such is noted in soils reports supplied to the Buyer.
- h. Seller shall have complied in all material respects with all laws, rules, regulations, ordinances, judgments, statutes or orders relating to the ownership, operation and maintenance of the Property, and Seller shall not have taken any action, or omitted to take any required action, which could give rise to a violation of any of same and shall have kept all requisite Permits and Approvals (as defined in Section 8(A) herein) in full force and effect and shall have taken all requisite action necessary to transfer or assign the Permits and Approvals to Buyer upon Closing (including, without limitation, delivery of the Assignment of Permits in the form attached hereto as Exhibit C).

Buyer shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Buyer unless it is in writing and executed by an authorized officer of Buyer.

Without limiting any of Buyer's remedies in connection with any default by Seller hereunder, in the event that on the scheduled Closing Buyer determines that any of the conditions to Closing set forth in this Section 5 cannot be satisfied by Closing, Buyer may terminate this Agreement and the Deposit shall be promptly refunded to Buyer.

6. Closing Deliveries. All Closing Documents shall be originals (except as provided otherwise below) executed by an authorized representative of Seller or Buyer, as applicable, and if such closing document is intended to be recorded, each signature will be properly acknowledged.

- a. Seller's Deliveries. At Closing, Seller shall deliver to Buyer the following items (collectively, the "Seller's Deliveries"):

1. a counterpart to the closing statement;
- II. the Deed;
- III. an owner's affidavit in such form and content with a gap indemnity and such other provisions as are necessary to induce the Title Company (defined in Section 7(B) herein) to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Buyer, at Buyer's sole expense, to obtain title insurance on the Property subject only to the encumbrances set forth in Section 1 herein;
- IV. any additional documents in recordable form needed to remedy any unacceptable survey matters pursuant to Section 7(C) herein; and
- V. such other instruments and documents as Buyer and/or the Title Company may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement and applicable provisions of applicable law.
- VI. Any certificates confirming the accuracy of the representations and warranties contained in Section 4 above.
- VII. The Assignment of Permits in the form attached hereto as Exhibit C. The Utility Letter in the form attached hereto as Exhibit D-1.

b. Buyer's Deliveries. At Closing, Buyer shall deliver to Seller the following items (collectively, the "Buyer's Deliveries"):

1. a signed counterpart to the closing statement (which may be a copy, fax or scan of the execution of the same);
2. that portion of the Purchase Price due and payable at Closing; and
3. Any such other instruments and documents as Seller may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Massachusetts law.

7. Buyer's Due Diligence. (A) For a period of time commencing on the Effective Date and expiring thirty (30) days thereafter (the "Due Diligence Period"), Buyer may analyze and study the Property. Without limiting the generality of the foregoing, Buyer, at its sole cost and expense, may examine and analyze the title to the Property, undertake an analysis of whether Buyer's proposed development of the Property is permitted by applicable zoning bylaws or any other ordinances and regulations, conduct survey(s), environmental site assessments, engineering studies, begin applying for such permits and approvals as Buyer deems appropriate, obtain such financing commitments as Buyer deems appropriate and obtain the approval of any prospective tenants. With the executed Agreement, Seller shall deliver to Buyer, to the extent that Seller has not already done so, any and all documents or information in Seller's possession, custody, or control with respect to the Property including, without limitation, the following (collectively, the "Due Diligence Materials"): (i) all environmental studies or impact statements or reports with respect to the Property, (ii) information concerning title to the Property, including any existing title insurance policies, title certifications or title reports together with copies of all documents and plans referred to therein, (iii) any surveys or plans of the Property, (iv) information concerning property taxes and utility charges in connection with the Property, including current year tax and utility bills, (v) any and all building plans, specifications, drawings and the like referring or

relating to any buildings and improvements on the Property, (vi) all permits, certificates of authority, permit applications and copies of any and all correspondence and memoranda concerning any governmental agency or authority having jurisdiction over the Property, its operation or development; and (vii) such other information and documents as Buyer shall from time to time request. Buyer's entry upon the Property in its exercise of its rights during the Due Diligence Period shall at all times be subject to the terms of Section 26 of this Agreement.

(B) Title. During the Due Diligence Period, Buyer, at its sole expense, may order such a report from the Escrow Agent (the "Title Company"), together with copies of all of the documents referred to therein as exceptions (the "Title Commitment"), and shall conduct any other investigations with respect to the title and access to the Property that Buyer deems necessary or desirable. Prior to the expiration of the tenth (10th) business day after the conclusion of the Due Diligence Period, Buyer shall notify Seller in writing of any, exceptions in the title report, in addition to the standard exceptions, which Buyer will require to be removed on or before Closing (the "Title Objection Notice"); any exceptions contained in the Title Commitment which are not objected to by Buyer shall constitute the "Permitted Encumbrances", except as otherwise provided herein. Notwithstanding anything contained herein to the contrary, Seller agrees that all tenancies, occupancy of the Premises, and any voluntary or monetary liens (collectively, the "Must Cure Items") must be discharged and paid by Seller on or before the Closing without the requirement of any notice by Buyer. Buyer acknowledges that Closing funds shall be utilized to satisfy monetary liens and that recordable instruments releasing said liens will be procured within a reasonable time following Closing if the same are held by an institutional commercial licensed bank; it being agreed that it shall be condition of Closing (to the benefit of Buyer only) that original, properly executed and recordable discharges and releases of any privately held monetary liens shall be delivered to Buyer at Closing. Thereafter, Seller shall cure any such objectionable exceptions in a manner acceptable to Buyer at or prior to Closing.

In any event, and regardless of whether such matters are objected to by Buyer in the Title Objection Notice, Seller acknowledges and agrees that Seller must satisfy and discharge all monetary and/or voluntary liens and encumbrances affecting the Property at Closing, except any statutory liens for nondelinquent real property taxes and real property assessments noticed and billed after the Closing, if any.

(C) Survey. Any survey of the Property may be conducted during the Due Diligence Period and at Buyer's sole cost and expense. On or before the end of the tenth (10th) business day following the expiration of the Due Diligence Period, Buyer shall provide Seller with a review of the survey and deliver in writing any encroachments noted on the Survey and/or any encroachments observed by Buyer during its physical inspections of the Property, which Buyer will require to be removed on or before Closing. Any matters shown on the Survey and/or any matters observable at or on the Property which are not objected to by Buyer shall constitute the "Permitted Survey Matters." Thereafter, Seller shall use its best efforts to assure the removal of any such objectionable encroachments or other unacceptable survey matters or the cure of such objectionable exceptions in a manner acceptable to Buyer by Closing.

(D) Extension to Perfect Title or Make Property Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property free of all tenants or occupants or otherwise as herein stipulated, or if at the time of the delivery of the Deed the Property does not conform with the provisions hereof, then the time for performance hereof

shall be extended for a period of time reasonably sufficient to permit Seller to perform hereunder, not to exceed thirty (30) days, provided that the Seller shall not be required to expend an amount greater than Fifty Thousand (\$50,000.00) Dollars, in the aggregate, to cure or remove any such defects, excluding any Must Cure Items.

(E) Failure to Perfect Title. If at the expiration of the extended time, Seller shall have failed to remove any such encumbrances, in title, or fails to deliver possession of the Property free of all tenants or occupants or otherwise as herein stipulated, or make the Property conform to the requirements hereof or Seller's representations, as the case may be, all as herein agreed, then, notwithstanding anything contained herein to the contrary, at Buyer's option, any and all payments made under this Agreement (including, without limitation, the Deposit and the Released Deposits) shall be forthwith refunded to Buyer and provided Seller is not then in default hereunder, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder, except those obligations which expressly survive the termination of this Agreement.

(F) Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to said Property in their then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause.

- 8. Permitting Period.** (A) For a period of one hundred eighty (180) days after the expiration of the Due Diligence Period (such period of time, as it may be extended pursuant to the terms hereof, the "Permitting Period"), Buyer may seek to obtain all governmental permits and approvals required to construct, finance, and develop the Property for Buyer's intended use, including without limitation, any and all special permits, re-zoning, site plan approvals, variances, curb cut permits, subdivision approvals and any and all other approvals, including a building permit for Buyer's intended use, required by local, state, or federal government rules, regulations, ordinances, bylaws, statutes or by any governmental authority or as deemed to be necessary in the opinion of Buyer's counsel, or in the opinion of the lender financing the development of the Property (collectively, the "Permits and Approvals"). Whenever the words "obtain" or "obtained" are used in connection with the Permits and Approvals, no Permit or Approval shall be deemed to have been obtained unless (i) the Permit or Approval was granted without qualifications or conditions that would interfere with or prohibit the development, use and operation of the Property by Buyer; and (ii) the expiration of all applicable appeal periods for the Permit or Approval has occurred, without appeal from the issuance therefrom or granting thereof, or the affirmance on appeal of the granting of the Permit or Approval without further appeal and without right of appeal or the final settling of any such appeal has occurred, and in any case subject to no conditions or terms that would interfere with or prohibit the development, use and operation of the Property by Buyer. Seller covenants and agrees to assist and cooperate with Buyer, at all times during the term. of this Agreement, in Buyer's efforts to obtain the Permits and Approvals, and Seller

further covenants and agrees to execute any document reasonably required to assist Buyer in obtaining the Permits and Approvals (including, without limitation, the Permit Authorization Letter in the form attached hereto as Exhibit D-2). Buyer shall be solely responsible for the payment of any and all costs and expenses associated with obtaining the Permits and Approvals.

(B) Intentionally Omitted.

(C) Notwithstanding anything contained in this Agreement to the contrary, Buyer shall have the right to terminate this Agreement, for any reason or no reason, by written notice to Seller at any time prior to the expiration of the Permitting Period, and the parties shall have no further recourse against one another.

9. Intentionally Omitted.

10. Condemnation. In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Buyer shall have the right, at its option, to terminate this Agreement by written notice to Seller, in which event all deposits and payments made hereunder shall be returned promptly to Buyer and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement. If Buyer does not so terminate the Agreement, then Buyer may, at its option, either (i) proceed to Closing with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings, or (ii) proceed to Closing with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds. Seller shall notify Buyer in writing of any eminent domain proceedings affecting the Property within five (5) days after Seller learns of such proceedings.

11. Prorations and Fees. All ordinary adjustments (including but not limited to real estate taxes, fire district taxes, water and sewer charges, fuel, or rents) will be made as of Closing in accordance with the custom of the Bar where the Property is located.

12. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties personally, by email, by facsimile, commercial express courier service or by first class United States mail, postage prepaid, addressed to the parties at the addresses set forth below. All notices given personally or by email or facsimile shall be deemed given when received. All notices given by mail or by commercial express courier service shall be deemed given when deposited in the mail, first class postage prepaid, or with such courier, addressed to the party to be notified. The parties may, by notice as provided above, designate a different address to which notice shall be given.

If to Seller: SEABOARD, LLC Attention:
Raymond Biszko
280 Fish Rd
Tiverton, RI 02878
Email: raymond.biszko@gmail.com

With a copy to: _____

if to Buyer:

With a copy to:

13. Attorneys' Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court; provided, however, such amounts shall not exceed the cap set forth in Section 22 below.
14. Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any other person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against said claim and the provisions of this Section shall survive Closing or any earlier termination of this Agreement.
15. Binding on Successors. This Agreement shall be binding upon the parties and also upon their respective heirs, personal representatives, assigns, and other successors in interest.
16. Entire Agreement; Modification; No Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be

enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
18. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts, where the Premises are located without regard for conflict of law principles.
20. Use of Purchase Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed, or within a reasonable time thereafter. Notwithstanding anything contained in this Agreement to the contrary, in the event any liens, encumbrances or mortgages affecting the Property are held by a party other than an Institutional Lender (as defined below), original executed recordable discharges and/or satisfactions of the same must be delivered in hand at the Closing. For the purposes hereof, the term "Institutional Lender" shall mean a bank, savings bank, savings and loan or insurance company as the same may exist from time to time.
21. Buyer's Default; Damages. If Buyer shall default and fail to fulfill Buyer's agreements herein, after five (5) business days written notice and failure of Buyer to cure such default, any Deposit then held hereunder and any interest earned thereon shall be retained by Seller as liquidated damages, and this shall be Seller's sole and exclusive remedy at law or in equity for any breach by Buyer hereunder. Seller and Buyer agree that the damages resulting to Seller as a result of such default by Buyer as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Buyer's and Seller's reasonable estimate of such damages.
22. Seller Default; Damages. In the event Seller shall be in material default hereunder, Buyer may deliver a written notice to Seller stating with particularity the alleged default of Seller and the action required by Seller to cure such default (the "Buyer Default Notice"), whereupon Seller shall have five days after receipt of the Buyer Default Notice in which to cure the alleged default (and the Closing Date shall be delayed, if necessary, until the end of such five-day period). In the event such default is not cured within such five-day period, Buyer may either (i) terminate this Agreement, in which event Buyer shall be entitled (as it determines in its sole and absolute discretion) to (A) the immediate return of the Deposit and (B) recover Buyer's actual out-of-pocket costs not to exceed Fifty Thousand Dollars (\$50,000.00), for, but not limited to, reasonable attorneys' fees, incurred in negotiating and pursuing this Agreement and Buyer's due diligence and inspections, or (ii) enforce this Agreement by specific performance against Seller. Notwithstanding anything contained in this Section to the contrary, in the event Seller shall default in its obligations at Closing by selling

the Property to an unrelated Third-Party, then Buyer shall be entitled to any and all damages and recovery allowed by applicable law.

23. Further Assurances. The parties agree that up to and after the Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.
24. Seller's Closing Costs. At the Closing, Seller shall pay and be responsible for the amount due for (i) deed stamps, conveyance tax, documentary tax or any other tax or charge substituted therefor customarily imposed upon the seller of real property in the Commonwealth of Massachusetts in connection with the consummation of the transaction contemplated hereby; (ii) recording fees for any instrument which releases or discharges any lien as required hereunder; (iii) intentionally omitted; and (iv) Seller's counsel's fees and expenses.
25. Buyer's Closing Costs. At the Closing, Buyer shall pay and be responsible for (i) recording fees other than as specified in Section 24 above; (ii) charges necessary to obtain a title insurance policy and all endorsements thereto; and (iii) Buyer's counsel's fees and expenses.
26. Buyer's Access. Prior to the Closing, Buyer and all others whom Buyer may designate shall have the right, at all reasonable times, upon reasonable notice, at Buyer's sole cost and expense, risk and hazard, to enter upon the Premises to examine and/or show the same and make, or cause to be made, engineering findings with respect thereto, including, without limitation, surveying, conducting test borings in order to determine sub soil conditions, and in general to conduct all other tests, analyses and studies of the Premises which Buyer deems prudent in connection with Buyer's intended use of the Premises; Prior to such entrance, Buyer shall provide to the Seller a certificate of insurance naming Seller as an additional insured and reflecting liability insurance in the amount of \$2,000,000 liability and property damage Buyer agrees to indemnify and hold Seller harmless from and against any claims, actions, costs, damages, losses or expenses arising out of any such inspection or any such other activities upon the Premises by the Buyer, its contractors, employees or agents. Also provided, that Buyer shall (i) not materially interfere with the current uses of the Premises by Seller (if any); (ii) not permit any work or tests to be conducted by person(s) not covered by workmen compensation liability insurance coverage; (iii) return the Premises to the condition existing prior to the exercise of its rights hereunder within a reasonable time thereafter, or reimburse Seller for Seller's reasonable costs in repairing such damage should Buyer not purchase the Premises, and (iv) indemnify Seller from and against any and all liens, injury or damage caused by Buyer or Buyer's employees, servants, agents and contractors in connection with Buyer's exercise of its rights under this provision. Buyer also shall have the right of access to the Premises and the use thereof for marketing purposes, including the right to show the Premises to prospective tenants and their representatives and agents. Buyer also shall have the right to work with and deal with any and all governmental authorities deemed proper by Buyer to obtain any governmental approvals necessary in connection with its intended use of the Premises. Seller shall cooperate with Buyer in all respects to assist Buyer (at Buyer's expense) in obtaining such governmental approvals (including, without limitation, delivery of the Permit Authorization Letter in the form attached hereto as Exhibit D-2). Buyer also shall have the right to install and locate on the Premises any marketing signage, including without limitation, "available", "for sale", "for lease" and "developed by" signs in accordance with applicable local ordinances.

27. Headings. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof.

28. Next Business Day. In the event that any date for performance such as, for example, the Closing, or notice hereunder falls on a holiday or weekend day, the deadline for performance shall be automatically extended to the next business day.

29. Representations and Covenants.

Seller represents, covenants and warrants to and agrees with Buyer as follows:

- a. Seller is the current fee simple owner of the Premises and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in a breach of, any order or decree of any governmental authority or any agreement or instrument to which Seller is a party or by which it is bound. There are no rights, options, purchase agreements or other agreements held by any party affecting the Premises in any manner nor are there any other obligations of Seller to convey the Premises to any other party in any manner.
- b. At the Closing, there shall be no tenancies, occupancies or licenses in or having rights with respect to the Premises.
- c. There are no agreements or contracts affecting any of the Premises or any use of the Premises that would not be immediately terminable at will by Buyer without penalty after the Closing. True, correct and complete copies of all contracts and agreements affecting any of the Premises or any use of the Premises, if any, have been previously delivered to Buyer.
- d. No work has been done on the Premises which could give rise to any liens on the Premises, and no contracts are outstanding or in effect with respect to the doing of any such work.
- e. As previously disclosed to Buyer in several environmental reports that have been provided by Seller, certain environmental issues exist at the Premises as the location of a former landfill.
- f. There is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations, covenants or other requirements with respect to the Premises (or any portion thereof) in, of or by any court or governmental authority having jurisdiction over the Premises.
- g. There are no suits, actions or proceedings pending or to the best of Seller's knowledge, threatened against Seller affecting the Premises or Seller's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or officer.

- h. There is no condemnation proceeding pending against any portion of the Premises and Seller has not received any notice with respect to the initiation of any condemnation proceeding or action.
- 1. The Premises complies with all zoning, building, environmental, health and public safety, subdivision, land sales or similar law, rule, ordinance or regulation, pertaining to the Premises or any portion thereof.
- j. No material licenses, permits and/or other approvals required for the ownership or any portion thereof have been terminated, suspended or otherwise are not in full force and effect.
- k. Seller has delivered true, correct and complete copies of each of the Due Diligence Materials described. The representations, warranties and statements contained in this Agreement and in the certificates, exhibits and schedules delivered by Seller to Buyer pursuant to this Agreement do not, to the best knowledge of Seller, omit to state a material fact required to be stated therein or necessary in order to make such representations, warranties or statements not misleading in a material respect to a reasonable person in light of the circumstances under which they were made. There are no facts known to Seller which presently or may in the future have a material adverse effect on the Premises which have not been specifically disclosed herein.
- 1. Seller shall, at all times from the execution of this Agreement to the Closing, maintain the Premises in the same condition as of the date of this Agreement, subject only to reasonable use and wear. Buyer shall be entitled to inspect the Premises on the days immediately preceding the Closing to determine compliance with the foregoing and may enter and inspect the Premises any time after the Closing without notice.
- m. Seller shall, at all times from the execution of this Agreement to the Closing, maintain in force commercial general liability coverage in reasonable and customary amounts for properties similar to the Premises, insuring against liability for personal injury and property damage occurring on the Premises.
- n. From and after the date hereof through the Closing, Seller shall take the Premises off the market and not (i) enter into any leases affecting the Premises or any portion thereof, (ii) modify, amend, cancel, terminate, extend or change the terms of any leases, (iii) apply any security deposit or (iv) enter into any other agreements with respect to the sale or lease of the Premises or any portion thereof, in each case without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion.

All of Seller's representations made in this Agreement are material and shall be deemed to have been made again as of the time the Deed is delivered and shall survive delivery of the Deed for a period of twelve (12) months. Without limiting the generality of the foregoing, in the event of any such breach of warranty or covenant prior to the Closing, Buyer may, in addition to any other remedy therefor, cancel this Agreement by written notice to Seller, in which event all deposits hereunder (including, without limitation, the Deposit (and the Released Deposits)) shall be returned to Buyer forthwith.

30. Confidentiality & Non-Disclosure. Seller nor any of Seller's agents, consultants, brokers, employees or representatives shall make any public announcement or disclosure of

any information related to this Agreement or the transaction contemplated herein to any third party, person or entity, before or after the Closing, without the specific prior written consent of Buyer, except for such disclosures to Seller's employees, agents, consultants, attorneys and accountants, tenants (the "Necessary Parties") as may be necessary to perform its obligations hereunder, provided such Necessary Parties agree to keep such information confidential. In connection therewith, Seller covenants and agrees to take the Property off the market, not to offer the Property for sale or lease to any other person or entity, nor to accept, invite, or respond to offers for the purchase or leasing of the Property, unless and until such time as this Agreement is terminated by Buyer. Accordingly, Seller shall forward any inquiry or offer with respect to the Property to Buyer.

31. Limitation on Liability. If Seller or Buyer executes this Agreement (and/or any other agreements contemplated hereby in a representative or fiduciary capacity), only the principal represented shall be bound and neither Seller or Buyer so executing, nor any shareholder, shall be personally liable for any obligation, express or implied, hereunder.

SIGNATURE PAGE TO
PURCHASE AGREEMENT BY AND
BETWEEN
SEABOARD,LLC, AS SELLER AND

_____, AS BUYER

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Seaboard LLC, ("Seller")

_____ [BUYER ENTITY]

By: Raymond Bisko
Title: Officer
Hereunto duly authorized

By:
Title:
Hereunto duly authorized

EXHIBIT A

Legal Description of Property

THAT PARCEL OF LAND WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN THE CITY OF FALL RIVER COUNTY OF BRISTOL, COMMONWEALTH OF MASSACHUSETTS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND HEREIN CONVEYED AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF NEWTON STREET WITH THE SOUTHEASTERLY LINE OF MARIANO S. BISHOP BOULEVARD; THENCE,

EASTERLY IN LINE OF SAID NEWTON STREET, THREE HUNDRED TEN AND 96/100 (310.96) FEET TO LAND NOW OR FORMERLY OF JOSE DEARRUDA; THENCE,

SOUTHERLY IN LINE OF LAST-NAMED LAND, THREE HUNDRED AND 90/100 (300.90) FEET TO A STAKE IN THE NORTHERLY LINE OF AMITY STREET; THENCE,

WESTERLY IN SAID NORTHERLY LINE OF AMITY STREET, FOUR HUNDRED FIFTY-FOUR AND 19/100 (454.19) FEET TO A POINT AT THE INTERSECTION OF SAID AMITY STREET WITH SAID MARIANO S. BISHOP BOULEVARD THENCE IN THE ARC OF A CIRCLE BEARING RIGHT HAVING A RADIUS OF TWENTY (20) FEET, FORTY-THREE AND 77/100 (43.77) FEET TO A POINT IN THE SAID SOUTHEASTERLY LINE OF MARIANO S. BISHOP BOULEVARD; AND THENCE

NORTHEASTERLY IN SAID SOUTHEASTERLY LINE OF SAID MARIANO S. BISHOP BOULEVARD, BY THE ARC OF A CIRCLE HAVING A RADIUS OF ONE THOUSAND EIGHT HUNDRED TEN (1,810) FEET, A DISTANCE OF THREE HUNDRED ELEVEN (311) FEET, MORE OR LESS.

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 23-1791, WITH AN EFFECTIVE DATE OF OCTOBER 19, 2023 AT 8:00 A.M.

*350 MARIANO S. BISHOP BOULEVARD
FALL RIVER, MASSACHUSETTS 02721*

TOTAL AREA:

118,156 SQ. FEET±

2.712 ACRES±

APN: C-06-0023 Book, Page:7911, 282, Tax Assessor Property ID: C-06-0023

EXHIBIT B

POSSESSORY RIGHTS

Date: _____

Re: 350 Mariano Bishop Blvd, Fall River Massachusetts 02721, ("the Property")

To whom it may concern:

To the seller's actual knowledge, no person or entities have any rights to possession of the property at 350 Mariano Bishop Blvd, Fall River Massachusetts 02721 or any portion thereof.

Seaboard LLC, ("Seller")

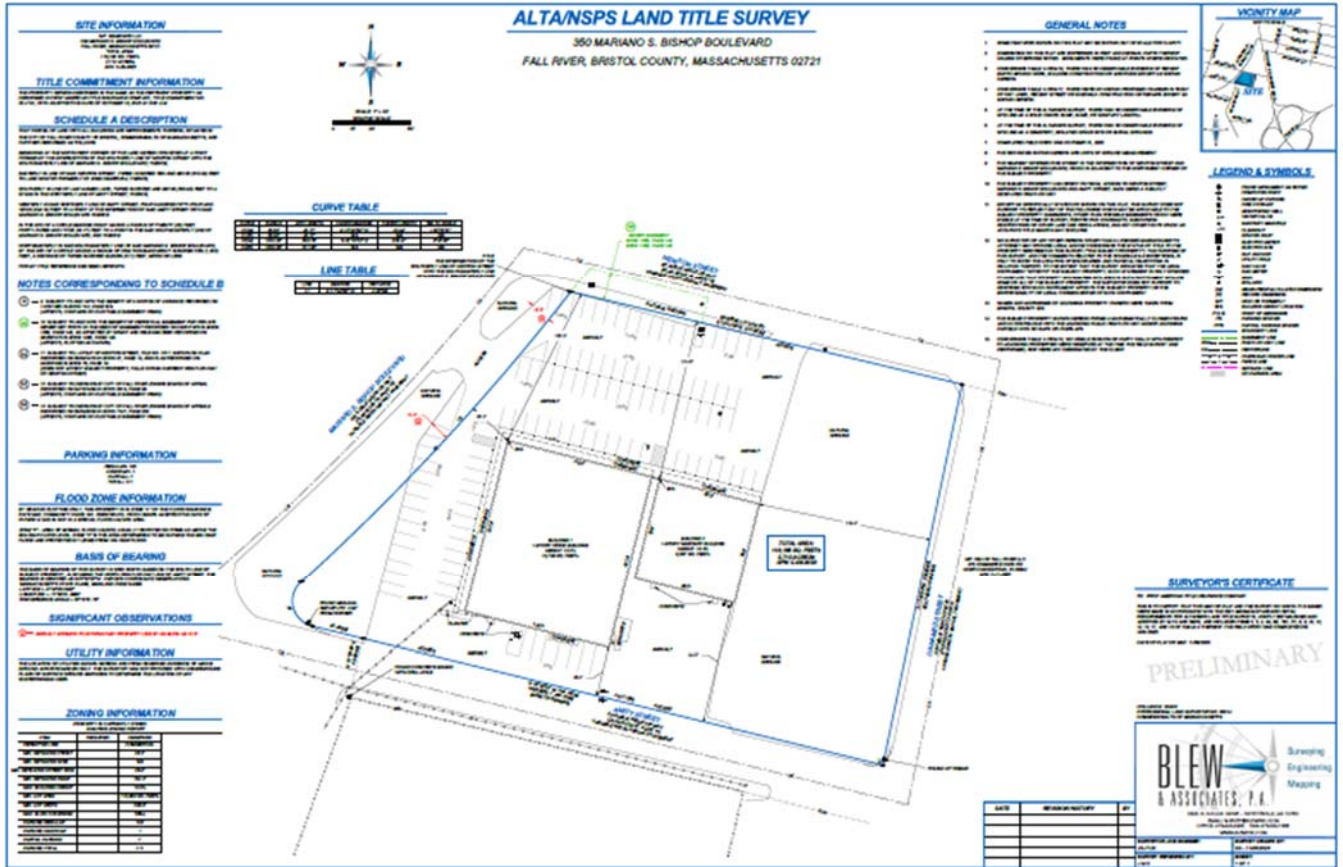
By: _____

Name: Raymond Biszko

Title: Officer

Hereunto duly authorized

EXHIBIT C



ASSIGNMENT OF PERMITS

For the consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Seaboard LLC**, having an address of 350 Mariano Bishop Blvd, Fall River Massachusetts 02721 (hereinafter collectively, "the Assignor") hereby transfers and assigns to _____, having an address of _____ (hereinafter, "Assignee") all of Assignor's right, title and interest in and to the approvals, permits, licenses, consents, authorizations, permissions and the like, including, without limitation, variances and special use permits from governmental authorities that allow Assignor to maintain and operate the facility (together, the "Permits") as of the date hereof on the premises known as 350 Mariano Bishop Blvd, Fall River Massachusetts 02721, as more particularly described on Exhibit A attached hereto (the "Property").

In connection with this Assignment, Assignor hereby certifies as follows:

Other than for liabilities arising after the date hereof under the Permits, Assignor shall remain liable for all obligations of whatever kind incurred by it.

Assignor agrees to execute such further assignment documents as may be required by third parties, if any, consistent herewith, to vest in Assignee all of Assignor's right, title and interest in and to the Permits.

IN **WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed and delivered as of this ____ day of _____, 20__.

WITNESS

ASSIGNOR:

By: _____

Name:

Title:

Hereunto duly authorized.

STATE OF MASSACHUSETTS

-----' ss

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, as _____, a

-----' proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires: _____

EXHIBIT D-1

Utility Connections Disclosure and Authorization

Date: _____

Re: 350 Mariano Bishop Blvd, Fall River Massachusetts 02721, ("the Property")

To whom it may concern:

The following utilities affect the Property.

Utility	Provider Name	Account#	Name on Account	Open/Closed and Date
Electric	None	None		
Telephone	None	None		
Water/Sewer	None	None		
Other:	None	None		

The undersigned hereby authorize the closure and/or transfer to of any and all utilities affecting the Property. To the extent required therefor, the undersigned hereby names and/or _____ as its agent(s) to execute any and all such documents required for such purposes.

Sincerely,

Seaboard LLC, ("Seller")

[BUYER ENTITY]

By: Raymond Biszko
Title: Officer
Hereunto duly authorized

By:
Title:
Hereunto duly authorized

EXHIBIT D-2

Authorization For the Application and the Issuance of Any and All Permits

Date: _____

Re: 350 Mariano Bishop Blvd, Fall River Massachusetts 02721, ("the Property")

To whom it may concern:

The undersigned Seller and Buyer acknowledge that they have entered into a purchase and sale agreement for the Property, and hereby authorize the application for and the issuance of any and all permits, approvals, licenses and consents to allow the construction and operation by _____ upon the Property in the name of Seller, Buyer or designated entity.

To the extent required therefor, the undersigned hereby names and/or LLC as its agent(s) to execute any and all such documents required for such purposes.

Sincerely,

Seaboard LLC, ("Seller")

By: _____

Name: Raymond Biszko

Title: Officer

Hereunto duly authorized

[BUYER ENTITY] ("Buyer")

By: _____

Name:

Title:

Hereunto duly authorized