

PURCHASE AND SALE AGREEMENT

This ____ day of September, 2020:

1. PARTIES AND MAILING ADDRESSES

Robert J. Donell, Mark Flagg, and Harvey M. Flagg, Trustees of the First Ayer Realty Trust, w/d/t dated November 25, 1987 and recorded at Middlesex South Registry of Deeds at Book 18718, Page 557, hereinafter called the SELLER, agrees to SELL and Peace Properties, Inc., a Massachusetts non-profit corporation an address of 143 Border Street, East Boston 02128 (for itself, its successors, nominees, and designees) hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

Land and the buildings thereon located at 65 FITCHBURG RD AYER, MA 01432. Parcel No. AYER M:011 B:0000 L:0053 (8.49 acres); Parcel No. AYER M:011 B:0000 L:0027 (.13 acres); FITCHBURG RD AYER, MA 01432 Parcel No. AYER M:011 B:0000 L:0030 (1.28 acres); FITCHBURG RD AYER, MA 01432 Parcel No. AYER M:011 B:0000 L:0031 (.69 acres), Massachusetts, more fully described in the following Deeds recorded with the Middlesex South District County Registry of Deeds Book 18718, Page 562, Book 18718, Page 563, Book 18718, Page 564, and Book 51669, Page 422, together with any easements, rights of ways or passageways of record (the "Premises").

3. BUILDING, STRUCTURES

Included in the sale as part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER, and used in connection therewith. Also included in the sale are originals (or copies, if originals are unavailable) of any and all existing title documents, plans, drawings, reports, professional studies, agreements, licenses, permits and approvals, or documentation regarding the historical or prior uses of the Premises in SELLER's possession (collectively, the "Related Property Documents")

4. TITLE DEED

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

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current tax fiscal year as are not due and payable on the date of delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current

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use of said Premises:

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said Premises and Related Property Documents is [REDACTED]

8. TIME FOR PERFORMANCE;
DELIVERY OF DEED

Such deed is to be delivered at 12:00 p.m. on the 255th day from the date of this executed agreement at the offices of Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, or at another mutually acceptable location in the Boston area, unless otherwise agreed upon in writing (the "Closing Date"). It is agreed that time is of the essence of this agreement. The Buyer shall have the right to extend the Closing Date by exercising up to 3 additional 90-day extensions by providing the Buyer written notice to do so thirty (30) days prior to the Closing Date (as such date may be extended).

9. POSSESSION AND
CONDITION

10. TITLE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

SELLER:

First Ayer Realty Trust

By: Philip M. Flag Trustee Mark Flag Trustee
Name: Philip M. Flag MARK FLAG
Title: Trustee

Robert Donnell Trustee
ROBERT DONNELL

BUYER:

Peace Properties, Inc.

By: [Signature]
Name: Philip Giffes
Title: Executive Director, duly authorized

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Fourth Amendment to Agreement (this "Agreement") is made effective as of this 23rd day of May, 2022 by and between Robert J. Donell, Mark Flagg, and Harvey M. Flagg, Trustees of the First Ayer Realty Trust, u/d/t dated November 26, 1987 and recorded at Middlesex South Registry of Deeds in Book 18718, Page 557, as SELLER, and Peace Properties, Inc., a Massachusetts nonprofit corporation (for itself, its successors, nominees, and designees), as BUYER.

Background

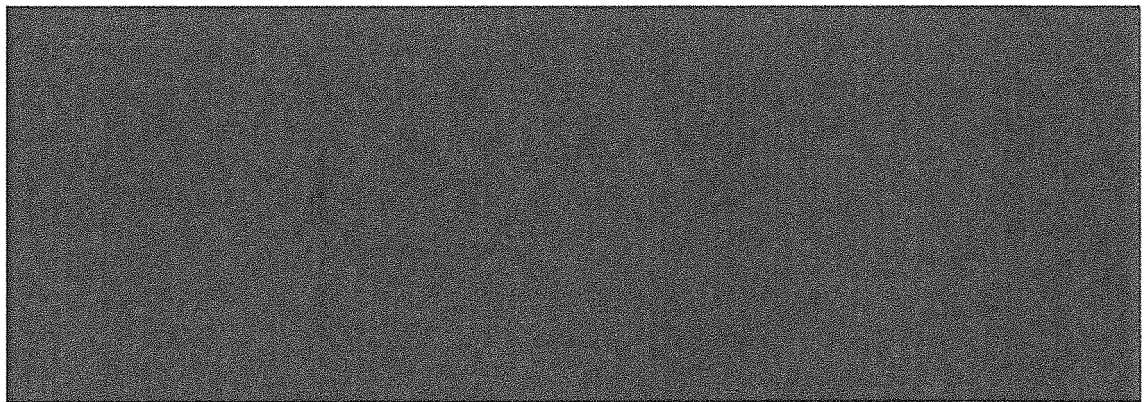
A. Reference is hereby made to that certain Purchase and Sale Agreement dated as of September 14, 2020 between the BUYER and SELLER, as affected by amendments dated November 18, 2020, April 25, 2021, and December 2, 2021 (collectively, the "Agreement"), regarding certain premises located at 65 Fitchburg Road, Ayer, Massachusetts. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. The BUYER and SELLER agree to further extend the closing date as set forth in Section 8 of the Purchase and Sale Agreement, and certain other terms, all pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree as follows:

1. Section 8 of the Agreement is hereby further amended by extending the closing date to March 30, 2023, and Buyer acknowledges that other than the extension to the closing date, all other due diligence, permitting, title objections, mortgage, and any other contingency dates have either expired or been waived.

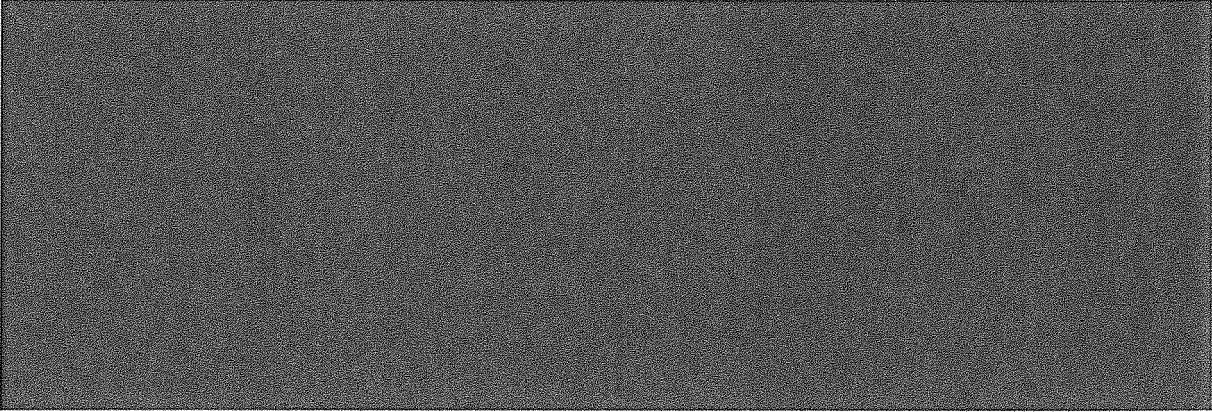
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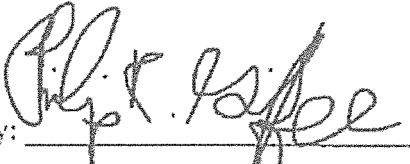
4. In all other respects, the Agreement shall remain unmodified and in full force and effect and shall be deemed a Purchase and Sale Agreement as of the date hereof, as contemplated.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

BUYER:

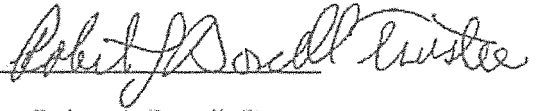
PEACE PROPERTIES, INC.

By: 
Name: Philip Giffie

Title: Executive Director. Duly Authorized

SELLER:

FIRST AYER REALTY TRUST

By: 
Name: Robert J. Donell, Trustee

By: 
Name: Mark Flagg, Trustee

By: 
Name: Harvey M. Flagg, Trustee

BROKER / ESCROW AGENT:

By: _____

Name:

Title: