

PURCHASE AND SALE AGREEMENT

ARTICLE 1: PROPERTY/PURCHASE PRICE/Specific terms

(a) Purchaser and Notice Address:

NE Edge LLC
4433 Post Road
East Greenwich, RI 02818

With a copy to:

George A. McLaughlin, III
giii@mclaughlinbrothers.com
The McLaughlin Brothers,
PC
One Washington Mall
Boston, Ma 02108

(b) Seller and Notice Address:

Town of Killingly
172 Main St
Danielson, CT 06239
Attention: Town Manager

With a copy to:

Richard P. Roberts
One Goodwin Square
Hartford, CT 06103
roberts@halloransage.com
Telephone: (860) 297-4695
Facsimile: (860) 548-0006
E-mail:
roberts@halloransage.com_____

(c) Title Company/Escrow Agent:

CONNECTICUT ATTORNEYS TITLE
INSURANCE COMPANY
101 Corporate Place
Rocky Hill, Connecticut 06067
p. 800-842-2216

(d) Property. Subject to the terms of this Purchase and Sale Agreement (this “Agreement”), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following property (collectively, the “Property”):

The “Real Property”, Parcel of land consisting of approximately 39.10 ac± in the Town of Killingly known as 125 Alexander Parkway, Killingly, CT (MB 36-2)

TOGETHER WITH (i) all buildings, structures, fixtures, development rights and improvements located thereon (the “Improvements”); (ii) all right, title, and interest of Seller in and to all alleys, strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such real property; (iii) Seller’s rights in and to any easements, water rights, sewer rights, drainage areas or air rights which may directly or indirectly benefit the Property

(e) Purchase Price: The Purchase Price for the Property, Five Million Four Thousand Eight Hundred Dollars (\$ 5,004,800.) (adjusted as provided below), shall be paid at the Closing.

(f) Earnest Money: \$100,000.⁰⁰ (the “Initial Earnest Money”), within 5 business days after the Effective Date. This Initial Earnest Money, in immediately available federal funds, evidencing Purchaser’s good faith to perform Purchaser’s obligations under this Agreement, shall be deposited with the Title Company acting as the escrow agent (in such capacity, the “Escrow Agent”) not later than five (5) business days after the Effective Date of this Agreement. Seller and Purchaser shall execute such standard Supplemental Escrow Instructions as Escrow Agent may require. Thereafter, on the first and

second anniversary of the effective date of this Agreement, Purchaser shall make additional payments of \$100,000 and \$50,000, respectively, to the Escrow Agent (which, together with the Initial Earnest Money shall constitute the “Earnest Money”) In the event that Purchaser fails to timely deposit any installment of the Earnest Money with the Escrow Agent, this Agreement shall be of no force and effect. On the second anniversary of the effective date of this Agreement and on each subsequent anniversary date through and until the Closing, the Escrow Agent shall disburse to Seller a non-refundable payment of \$50,000 from the Earnest Money. Such payments shall be applied to the Purchase Price at Closing, together with the balance of the Earnest Money held by the Escrow Agent. Otherwise, the Earnest Money shall be delivered to the party entitled to receive the Earnest Money in accordance with the terms and conditions of this Agreement.

Refund During Due Diligence Period. Purchaser and Seller hereby agree that the Earnest Money shall become non- refundable upon deposit except in the event that:

- (i) Purchaser terminates this Agreement pursuant to its rights hereunder;
- (ii) Purchaser determines in its sole and absolute discretion to terminate this Agreement for any reason or no reason at all prior to the expiration of the Due Diligence Period;
- (iii) Seller breaches any of the representations or warranties contained herein, which remains uncured after any cure period;
- (iv) any condition set forth in Article 1 of this Agreement does not occur and is not waived by Purchaser; or
- (v) any other provision of this Agreement provides for the return of the Earnest Money to Purchaser.

With the occurrence, and identification to Seller, of any of (i) through (v) above, Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of termination; or in the event that Section 4.3, 7.3, or 8.2 shall occur, and after which this Agreement terminates, the Title Company shall promptly return the Earnest Money to Purchaser with no further approvals required from any of the parties, and neither party shall have any further rights or liabilities hereunder except for those provisions which expressly survive the termination of this Agreement which shall include Seller’s indemnification under Section 2.3(a) and the provisions of Section 2.1, all of which shall survive.

(g) Effective Date of this Agreement: The latest date of execution by the Seller, the Purchaser and Escrow Agent as indicated on the signature page.

(h) Due Diligence Period (DDP): The period beginning at the execution of this Agreement extending to the date of expiration of any appeal period following the issuance of a building permit for the first building constituting the Qualified Data Center as described below.

(i) Closing Date: On or before thirty (30) days after the date of the expiration of all appeal periods related to the in-hand building permits.

(k) Conditions Precedent. Purchaser’s Conditions. Notwithstanding anything in this Agreement to the contrary, Purchaser’s obligation to close and purchase the Property shall be subject to and contingent upon:

- i. Seller shall have timely and properly performed such Seller’s obligations under this Agreement;
- ii. Seller’s representations and warranties shall be true and correct as stated herein on the date of Closing;

- iii. The Title Company having unconditionally committed to issue to Purchaser an ALTA Title Insurance Owner's Policy in the amount of the Purchase Price, naming Purchaser as the insured and insuring title to the Property subject only to the Permitted Exceptions;
- iv. Purchaser, at its sole cost and expense, having received regulatory approvals from any and all local, state and federal authority of competent jurisdiction necessary for the Purchaser's intended use of the Property as the site of 950,000 sf of data center space on the plan attached hereto as Exhibit C ("**Regulatory Approvals**")
- v. Electricity contract ("PPA") at quantities necessary to operate the intended use of the property. In the event electricity is not available due to conditions beyond the Purchaser's control at the time the building permit appeals expire due to FCA or Cap Reserve requirements timing, an extension shall be agreed until this condition is resolved.

(A) Waiver of Conditions Precedent. Purchaser may, at its sole election, at any time on or before the date specified for the satisfaction of the condition set forth in Section 1, either: (i) waive in writing the benefit of any of the conditions set forth in Section 1(k) above; or (ii) postpone the Closing for: (A) ninety (90) days; or (B) such reasonable time as mutually agreed to by Seller and Purchaser.

(B) Failure or Waiver of Conditions Precedent. (a) In the event any of the conditions set forth in Section 1 are not fulfilled or waived as of Closing or the period otherwise specified herein, Purchaser may, by written notice to Seller, terminate this Agreement, whereupon all rights and obligations hereunder of each party shall be at an end except those that expressly survive any termination.

(C) Refund Upon Termination. In the event this Agreement is terminated as a result of any condition set forth above, the remaining balance of the Earnest Money shall be immediately returned to Purchaser.

(D) Presumed Consent. In any event, Purchaser's consent to the close of escrow pursuant to this Agreement shall waive any remaining unfulfilled conditions, excluding any material misrepresentations or breaches of warranties by any Seller of which Purchaser has no actual knowledge of prior to or at Closing.

(I) As used in this Agreement, any and all references to "Seller's Knowledge", "Seller's Actual knowledge", or phrases of similar import shall mean the conscious awareness of facts or other relevant information, by (as shall apply) the Town Manager.

Broker: Purchaser represents and warrants to Seller, that no broker or finder has been engaged by Buyer in connection with any of the transactions contemplated by this Agreement or to its knowledge is in any way connected with any of such transactions, except for PEQUOT COMMERCIAL (John Jenson, Broker), 15 Chesterfield Road, Ste 4, East Lyme, Connecticut (860) 447-9570, which commission shall be paid by Purchaser in the amount of 1% ONE PERCENT. Purchaser shall indemnify, protect, defend and hold such Seller harmless from and against the same, as well as from any and all claims for broker's or finder's fee or commissions in connection herewith, if it shall be based upon any statement or agreement alleged to have been made by Purchaser. Seller represents and warrants to Purchaser that no broker or finder has been engaged by it, in connection with any of the transactions contemplated by this Agreement or to its knowledge is in any way connected with any of such transactions. In the event of a claim for broker's or finder's fee or commissions in connection herewith, then Seller shall indemnify, protect, defend and hold Purchaser harmless from and against the same if it shall be based upon any

statement or agreement alleged to have been made by Seller.

(m) Conditions Precedent. Seller's Conditions. Notwithstanding anything in this Agreement to the contrary, Seller's obligation to close and purchase the Property shall be subject to and contingent upon receipt of any and all necessary municipal approvals, including without limitation, a positive report from the Planning & Zoning Commission under CGS 8-24, the approval of the Town Council and the affirmative vote of a special Town Meeting.

ARTICLE 2:INSPECTIONS

2.1 Property Information; Confidentiality. Seller shall deliver, as soon as reasonably practicable, to Purchaser copies of the property information concerning the Property in Seller's possession or reasonable control set forth in Schedule

2.1(the "Property Information"). The Property Information and all other information, other than matters of public record, furnished to, or obtained through inspection of the Property by, Purchaser or the Purchaser Related Parties (as defined herein), will be treated by Purchaser and the Purchaser Related Parties as confidential, and will not be disclosed to anyone other than those persons who are involved with the financing and/or determining the feasibility of the Purchaser's acquisition of the Property, except as required by law or ordinance of any governmental body having jurisdiction. Notwithstanding the foregoing, Purchaser may disclose any of such information to its proposed investors and lenders and its officers, directors, employees, agents, attorneys, accountants, consultants and other professionals to whom such disclosure is reasonably necessary for the consummation of the transactions contemplated hereby, provided that each such person is informed by Purchaser of the confidential nature of the Property Information and directed by Purchaser to maintain such information in a confidential manner. The confidentiality provided for in this provision shall survive the Closing or any termination of this Agreement.

2.2 "As-Is" Purchase. Except as set forth in Section 1 the Property is being sold in an "AS IS, WHERE IS"

condition and "WITH ALL FAULTS" as of the date of this Agreement and as of the date of Closing. Except as expressly set forth in this Agreement, or in any documents delivered by Seller at Closing pursuant to this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of Seller. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement, the Exhibits annexed hereto or in any documents delivered by Seller at Closing pursuant to this Agreement.

2.3 Inspections. Subject to the provisions of Section 2.4 below, at all times prior to Closing, including times following the termination of the Due Diligence Period, Purchaser shall be permitted to make a complete review, inspection, and investigation of all matters of interest to Purchaser, including but not limited to the physical, legal, and environmental condition of the Property, soil conditions, hazardous waste, toxic substance or other environmental matters, compliance with land use and zoning laws, regulations and orders, traffic patterns, and all other information pertaining to the Property.

2.4 Conduct of Inspections.

(a) Inspections in General. At all times prior to the termination of the Due Diligence Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of surveying the Property, determining the soil conditions, the mapping of wetlands, and such other studies as

Purchaser requires at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times during normal business hours and after reasonable prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the opportunity to accompany Purchaser during any inspection activities performed by Purchaser on the Property. If any inspection or test performed by or on behalf of Purchaser damages the Property (excluding any pre-existing condition identified or uncovered by Purchaser, its agents or representative during its inspection or testing of the Property), Purchaser will restore the Property to substantially the same condition as existed before the inspection or test. Purchaser shall indemnify, defend and hold harmless Seller and Seller's partners and their respective shareholders, directors, officers, affiliates, tenants, agents, contractors, employees, successors and assigns ("Seller Related Parties") from and against any and all losses, costs, damages, claims, or liabilities (collectively, "Losses") arising out of or in connection with any entry or inspections performed by Purchaser, its agents or representatives (excluding any pre-existing condition identified or uncovered by Purchaser, its agents or representatives during its inspection or testing of the Property). This indemnity shall survive the Closing or any termination of this Agreement. Purchaser agrees that, in making any physical or environmental inspections of the Property, Purchaser and all of Purchaser's agents entering onto the Property shall carry not less than One Million and 00/100 Dollars (\$1,000,000.00) comprehensive general liability insurance insuring all activity and conduct of Purchaser and such representatives while exercising such right of access. Purchaser represents and warrants that it carries not less than One Million Dollars and 00/100 Dollars (\$1,000,000.00) comprehensive general liability insurance with contractual liability endorsement which insures Purchaser's indemnity obligations hereunder. Purchaser shall provide Seller with a certificate evidencing that such insurance is in full force and effect prior to any entry upon the Property for purposes of performing any of the tests, studies or investigations authorized herein.

(b) Environmental Inspections. The inspections permitted hereunder may include a non- invasive Phase I environmental inspection of the Property, and a Phase II environmental inspection which may include sampling of soil or materials which may not be performed without the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned. In addition to the foregoing, the Purchaser, without obtaining the prior written consent of Seller, may perform deep hole tests, to determine the suitability of the soils for development purposes, provided that it substantially restores the Property to its original condition.

(c) Contact with Governmental Authorities. Except as provided in this Agreement, in no event shall Purchaser provide any governmental entity or agency with information concerning the environmental condition of the Property without obtaining Seller's prior written consent thereto, which Seller agrees to provide in the event that Purchaser is required by applicable law to provide such information to a governmental entity or agency.

(d) Transfer Act Provisions. Notwithstanding the above, however, immediately upon receipt of the same, Purchaser shall provide Seller with copies of environmental reports, if any, that Purchaser has obtained in the course of its due diligence as provided in **Paragraph 2.4**. It is understood, however, that Seller is making, and shall make, no representations on which Purchaser can rely regarding the accuracy of such reports. If said environmental reports reveal that the Premises could constitute an "Establishment," as defined in Section 22a-134 of the Connecticut General Statutes, as amended, then prior to the Closing, Purchaser and Seller shall endeavor to determine whether the Premises is an Establishment. If Purchaser and Seller determine that the Premises is an Establishment, the parties agree to either (a) enter into an agreement allocating the responsibility and expense of remediation; or (b) upon not less than fifteen (15) days prior written notice to the other party, terminating this Agreement, in which event, except for obligations which specifically survive a termination of this Agreement, neither party shall have any further liability hereunder and the deposit shall be returned to the Purchaser.

ARTICLE 3:TITLE AND SURVEY REVIEW

3.1 Delivery of Title Commitment. On or before December 15, 2023, Purchaser shall request at its own expense: (a) a current Commitment for an Owner's Policy of Title Insurance (hereinafter referred to as the "Title Commitment") issued by the Title Company, whereby said Title Company commits to issue an Owner's Policy of Title Insurance ("Owner's Policy") in the amount of the Purchase Price written in accordance with this Agreement; and (b) copies of all instruments shown as exceptions on the Title Commitment (the "Exception Documents"). The Title Company shall be responsible for providing the Title Commitment which shall: describe the Property; list Purchaser as the prospective named insured; show as the policy amount the Purchase Price; contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property upon the Closing; and show the status of the title of the Property and all exceptions which would appear in an Owner's Policy, if issued.

3.2 DEED & MARKETABLE TITLE: Seller agrees to convey fee simple title of the Real Property to Buyer by a good and sufficient Quitclaim Deed subject only to any and all provisions of any ordinance, municipal regulation, public or private law, restrictions and easements as appear of record, if any, provided they do not affect marketability of title, current real estate taxes, water and sewer charges, and current water and sewer assessment balance, if any. Title to be conveyed by Seller shall be marketable as determined by the Standards of Title of the Connecticut Bar Association in force as of the Effective Date.

3.3 Survey. Seller shall provide Purchaser as part of the Property Information, with Seller's most recent survey (the "Existing Survey"), if Seller has such in its possession or reasonable control, for the Real Property. Seller shall cooperate with Purchaser and Purchaser's surveyors so that Purchaser may have a new survey (the "New Survey") prepared, at Purchaser's sole cost and expense. The new Survey shall be certified to the Title Company, the Purchaser and Purchaser's lender. Any objections to the Existing Survey shall be made within the period provided for Title Objections set forth in Section 3.4.

3.4 Objections. Purchaser shall have until February 15, 2024 (the "Title Objection Period") to review the Existing Survey, the Title Commitment and Exception Documents and deliver to Seller, in writing, such objections as Purchaser may have to anything contained or set forth in the Existing Survey, Title Commitment and Exception Documents ("Title Objections"). Any items to which Purchaser does not object to within the Title Objection Period shall be deemed to be approved by Purchaser and shall be deemed to be Permitted Exceptions (hereinafter defined) for purposes of this Agreement. Notwithstanding the foregoing or anything to the contrary herein, the items set forth as normal and standard requirements of Seller in the Title Commitment (such as, resolutions, certified governmental documentation, delivery of deed, etc.), and all other items the Title Company identifies to be released upon Closing including but not limited to Monetary Liens, shall be deemed Title Objections made by Purchaser. If Title Objections are timely delivered to Seller by Purchaser, Seller shall have ten (10) days after receipt of Purchaser's Title Objections to give Purchaser and Title Company, with respect to each Title Objection, either: (i) evidence satisfactory to Purchaser of the removal of the Title Objection or that the Title Objection will be removed or cured on or before the Closing (in which event such cure or removal shall be a condition precedent to Purchaser's obligation to proceed with the Closing); or (ii) written notice that Seller elects not to remove or cure such Title Objection. Seller's failure to timely respond to Purchaser's Title Objections shall be deemed an election by Seller not to remove or cure such Title Objections. If Seller notifies Purchaser of its election (or deemed election) not to remove or cure any Title Objection, within said ten (10) day period as set forth above, Purchaser shall, within thirty (30) days thereafter, either: (i) waive such Title Objection and proceed with the Closing; or (ii) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money. If Purchaser fails to notify Seller of its election to terminate the Agreement on or prior to the expiration of the thirty (30) day notice period set forth above, Purchaser shall be deemed to have elected

to waive the Title Objection and proceed to Closing. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing, all matters reflected as normal and standard requirements of the Title Commitment of Seller (such as, resolutions, certified governmental documentation, delivery of deed, etc.), including Monetary Liens, other liens and items which are not Permitted Exceptions as defined above shall be discharged and satisfied by Seller at or prior to Closing and, as a result such, matters shall not constitute Permitted Exceptions for purposes hereof.

- 3.5 Conveyance of Title. On or prior to the Closing Date, Seller shall deposit with the Escrow Agent instruments of conveyance as required under this Agreement as will enable the Title Company to issue to Purchaser the Title Policy covering the Real Property in the full amount of the Purchase Price. Notwithstanding anything contained herein to the contrary, the Seller shall convey to the Purchaser on the Closing Date a Quitclaim Deed as under Section 3.2 above.

ARTICLE 4: OPERATIONS AND RISK OF LOSS

- 4.1 Ongoing Operations. During the pendency of this Agreement, except in the case of a casualty, Seller shall maintain the Property in its present condition and Seller shall perform all other obligations of Seller as owner of the Property including, without limitation, payment of all taxes, compliance with all laws and ordinances affecting ownership of the Property. Seller shall manage the Property as required by the preceding clause, exercising the practices of a commercially prudent property owner and committing or permitting no waste or damage thereto, ordinary wear and tear excepted. After the Effective Date, Seller shall not encumber or permit the encumbrance of the Property in any manner, but if such event occurs, Seller shall have the right to cure such event by satisfying such encumbrance from and at the Closing, and shall keep the Property insured consistent with his past practices.

- 4.2 Contracts for Sale and Encumbrances. After the Effective Date and during the executory period of this Agreement, Seller shall not enter into any agreements or contracts with respect to the sale or transfer of the Property and Seller shall not encumber the Property in any way.

- 4.3 Damage or Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Purchaser, as Purchaser's sole and exclusive remedy, may terminate this Agreement by written notice to Seller given within five (5) business days after Purchaser receives written notice from Seller of the taking, in which event the Earnest Money shall be immediately returned to Purchaser. If the Closing Date is within the aforesaid five (5) business day period, then Closing shall be extended to the next business day following the end of said five (5) business day period. If no such election is made, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking. The provisions of this Section 4.3 supersede the provisions of any applicable laws with respect to the subject matter of this Section 4.3.

ARTICLE 5: CLOSING

- 5.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur on the Closing Date through the Escrow Agent.

5.2 Seller's Deliveries in Escrow. On or before the Closing Date (as the same may be extended as provided herein), Seller shall deliver in escrow to the Escrow Agent the following:

Deed. The Deed identified in Section 3.6 (the "Deed");

Assignment. An assignment to Purchaser of all assignable Intangible Property, by a duly executed assignment agreement. To the extent any permit cannot be validly assigned to Purchaser pursuant to such agreement, Purchaser may cause the same to be issued at or immediately following the Closing;

State Law Disclosures. Such affidavits, disclosures and reports as are required to be performed by Seller exclusively by applicable state and local law in connection with the conveyance of real property, including, without limitation, any documentation required by state or local law to assure the Escrow Agent and Purchaser that no state or local tax withholding is required;

FIRPTA. Foreign Investment in Real Property Tax Act affidavit executed by Seller;

Reaffirmation of Representations and Warranties. A written statement as of the Closing Date reaffirming that all of the warranties and representations of Seller made in this Agreement are true, correct and complete (with appropriate modifications permitted under this Agreement);

Authority. Evidence of Seller's authority including, without limitation, if applicable, good standing certificates in form and content satisfactory to Purchaser and Purchaser's title insurer;

Release of Liens. Releases executed and in proper form to satisfy the requirements of Section 3.2 above; and

Additional Documents. Any additional documents that Escrow Agent, Purchaser's lender or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement as referenced in Section 3.2, including, without limitation, an owner's title affidavit in the form as reasonably agreed upon by the Purchaser's lender, Seller and Title Company.

5.3 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

Purchase Price. All sums to be then paid by the Purchaser deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Seller's account pursuant to the agreement of Seller;

State Law Disclosures. Such affidavits, disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;

Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement; and

Reaffirmation of Representations and Warranties. A written statement as of the Closing Date reaffirming that all of the warranties and representations of Purchaser made in this Agreement are true, correct and complete (with appropriate modifications permitted under this Agreement).

5.4 Closing Statement. At the Closing, Seller and Purchaser shall deposit with Escrow Agent an executed closing statement consistent with this Agreement and agreed upon by Seller and Purchaser and in the form reasonably required by the Escrow Agent.

5.5 Possession and Property Documents.

At Closing, Seller shall deliver possession of the Property to Purchaser, free and clear of all tenants in possession, except as expressly provided otherwise .

At Closing, Seller shall deliver to Purchaser the following items, to the extent the same have not

been

theretofore delivered by Seller to Purchaser, and if and to the extent the same are in Seller's possession, any and all certificates licenses, permits, authorizations, consents and approvals of any governmental authority previously issued in connection with the Property.

5.6 Closing Costs. At Closing, Seller and Purchaser shall pay the costs of closing the transaction contemplated hereby as provided on Schedule 1 attached hereto. Each party shall pay its own attorneys' fees.

ARTICLE 6: PRORATIONS

6.1 Prorations. All state, and municipal real estate taxes, utilities, and other assessments (if any) for the Property for the year of Closing shall be adjusted in accordance with the custom of the Windham County Bar Association in effect as of the Effective Date. All agreements between Seller and Purchaser set forth in this Agreement relating to the proration and payment of taxes on the Property may be modified only by an express writing signed by all parties to this Agreement.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES AND COVENANTS

7.1 Seller's Representations and Warranties. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller for his or its account, and not jointly, represents and warrants to Purchaser as of the Effective Date of this Agreement and as of the Closing Date (subject to changes in facts between the Effective Date and the Closing Date) that:

- a. Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby except as specifically provided herein. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms;
- b. Conflicts and Pending Action. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. Seller's execution and performance of this Agreement, and the consummation of the transactions by Seller contemplated hereby, will not result in any breach or violation of any of the terms or the provisions of or constitute a default under, any indenture, deeds of trust, mortgage, note, or other agreement or instrument by which Seller is bound. As of the Effective Date, and except as otherwise disclosed to Purchaser in writing, there is no action or proceeding pending or, to Seller's Actual Knowledge, threatened against Seller or the Property, including condemnation proceedings or similar proceedings or special assessments (inclusive of assessments for street widening, repair or improvement); and Seller has received no written notice threatening any such action, suit or proceeding;
- c. There are no parties in possession of any portion of the Real Property as lessees, tenants at sufferance or trespassers;
- d. Except as otherwise disclosed to Purchaser in writing, there are no actions, suits, arbitration, claims or proceedings at law, in equity or otherwise pending or, to Seller's Actual Knowledge, threatened against Seller or all or any portion of the Property or in which Seller is a party by reason of Seller's ownership of the Property, including but not limited to, judicial, municipal or administrative proceedings in eminent domain, noticed alleged building code violations, health and safety violations, federal, state or local agency action regarding environmental matters,

federal environmental protection agency or zoning violations, personal injuries or property damages alleged to have occurred at the Property or by reason of the condition or use of or construction on the Property. Seller has received no written notice threatening any such litigation or proceeding. Seller shall immediately provide Purchaser a copy of any notice received regarding any such litigation or proceeding received after the Date of this Agreement;

e. As of the Effective Date, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or, to the Seller's Actual Knowledge, threatened against Seller or the Property. Seller is not presently the subject of any bankruptcy, insolvency or probate proceedings and Seller does not anticipate nor intend to file or cause to be filed any bankruptcy or insolvency proceeding involving Seller or Seller's assets during the pendency of this Agreement;

f. Seller has not received any written notice from any governmental entity or other person that the Property is not in compliance with any Environmental Laws or that Seller has any liability with respect thereto; and (ii) Seller has no Actual Knowledge of any liens arising under or pursuant to any Environmental Laws on the Property. To Seller's Actual Knowledge, there are no underground tanks for Hazardous Materials, active or abandoned, at the Property and no Hazardous Materials are present or have been released in a reportable quantity, where such a quantity has been established by statute, ordinance, rule, regulation or order, at, on or under the Property in violation of applicable laws. To Seller's Actual Knowledge, neither Seller nor the Property is in violation of any Environmental Laws and there is no asbestos or PCBs on the Real Property or any part thereof. For purposes of this Agreement,

g. "Environmental Laws" shall mean the Resource Conservation and Recovery Act (42 U.S. § 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act (49 U.S. § 1801 et seq.); the Toxic Substance Control Act (15 U.S. § 2601 et seq.); the Clean Air Act (42 U.S. § 9402 et seq.); the Clean Water Act (33 U.S. § 1251 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S. § 136 et seq.); the Occupational Safety and Health Act (29 U.S. § 651 et seq.); and all other applicable federal, state and local environmental laws (including, without limitation, obligations under the common law), ordinances, orders, rules and regulations, as any of the foregoing may have been amended, supplemented or supplanted prior to the Closing, relating to regulation or control of hazardous, toxic or dangerous substances, materials or wastes (collectively, "Hazardous Materials"), or their handling, storage or disposal or to environmental health and safety;

h. Within the past twelve (12) months prior to the Effective Date, Seller has not received any written notice that has not been cured or is being addressed:

(i) from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof;

(ii) from any person that the Property contains any condition which such notice or complaint alleges to be unsafe, negligently maintained or violates any governmental order, regulation, statute or ordinance dealing with the construction, operation, health, safety, and/or maintenance of same. In the event that a claim is brought against the Seller, Purchaser or the Property relating to an incident which arises prior to

the Closing, then Seller shall indemnify, defend, and hold harmless Purchaser and Purchaser's partners and their respective shareholders, directors, officers, affiliates, tenants, agents, contractors, employees, successors and assigns from and against any and all losses, costs, damages, claims, or liabilities resulting therefrom. This indemnity shall survive the Closing indefinitely. If any such notice is received prior to the date of Closing, Seller shall promptly notify Purchaser thereto.

i. Seller is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the consummation by Seller of the transaction herein described;

j. Patriot Act Compliance. Seller (a) is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this Transaction, directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; (b) is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering; (c) none of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law; and (d) Seller has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing;

k. There are no impositions or special assessments which currently encumber the Real Property or any portion thereof or any interest therein, other than impositions or special assessments disclosed in writing to Purchaser which are not yet due or payable. To Seller's Actual Knowledge, there are no: (A) additional assessments against the Property (general or special, public or private) pending or contemplated; and (B) there are no pending contests or appeals related to the amount of any tax or assessments levied against or paid with respect to the Property, including, but not limited to, any contest or appeal of the assessed value thereof;

l. That from the Effective Date to the Closing Date, Seller will: (i) keep in effect policies of public liability and hazard and extended coverage insurance insuring the Property under the same or greater limits of liability now existing; and (ii) keep current and free from default all mortgages, land contracts or other financing obligations relating to the Property, and provide Purchaser with copies of all mortgages, deeds of trust and other documentation evidencing all such encumbrances on the Property;

m. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as amended, and any applicable regulations promulgated thereunder; and

7.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

a. Organization and Authority. Purchaser is a duly organized and validly existing limited liability company, in good standing in the State of Connecticut. Purchaser has the full right and authority

and has obtained any and all consents required to enter into this Agreement and, to consummate the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

b. Conflicts and Pending Action. There are no agreements to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser which are in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's actual knowledge, threatened in writing against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

c. Patriot Act Compliance. Purchaser: (a) is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this Transaction, directly or indirectly, on behalf of; or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; (b) is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering; (c) none of the funds of Purchaser have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Purchaser is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law; and (d) Purchaser has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

7.3 Notification of Material Breach or Material Inaccuracy. Each party covenants and agrees to promptly notify the other party of any state of facts which would constitute a material breach of or render materially inaccurate any of the foregoing covenants, representations or warranties promptly after becoming aware of such state of facts; provided, however, the failure to disclose such change in facts or circumstances shall not be deemed a default under this Agreement unless the party failing to disclose intentionally failed to disclose such material change or was negligent in its failure to disclose such material change. In the event that the Purchaser is notified or learns of a breach or inaccuracy prior to the Closing, the Purchaser may elect as its exclusive remedy for such breach or inaccuracy to either: (i) accept the same and close; or (ii) terminate this Agreement and receive the Earnest Money.

ARTICLE 8:DEFAULT AND DAMAGES

8.1 Default by Purchaser. If on the Closing Date, Purchaser shall default in its obligation to purchase the Property pursuant to this Agreement and all conditions precedent and contingencies to Purchaser's obligations are satisfied or any representation or warranty of Purchaser is not materially true and such default shall remain uncured for a period of fifteen (15) days following receipt of written notice thereof from Seller to Purchaser, Purchaser agrees that Seller shall, as its sole and exclusive remedy, have the right to terminate this Agreement (in which case Purchaser shall have no further rights or interests in the Property) and to have the Escrow Agent deliver the Earnest Money to Seller (subject to the provisions of this Agreement and to the extent Seller is entitled to receive same) as liquidated damages to recompense Seller for time spent, labor and services performed, and the loss of its bargain, and except for Purchaser's obligation to indemnify Seller pursuant to Section 2.4 of this Agreement, Seller hereby waives and releases any right to and covenants that Seller shall not sue Purchaser: (a) for specific performance of this Agreement; or (b) to recover actual damages in excess of

the Earnest Money. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages if Purchaser so defaults and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages. In no event shall Purchaser be liable to Seller for any direct or indirect punitive, speculative or consequential damages.

8.2 Default by Seller. Except as provided in Section 1(k) of this Agreement (i.e., when a failure of a condition precedent does not constitute a default or untrue representation of Seller), in the event Seller defaults under this Agreement, or any representation or warranty of Seller is not materially true, or in the event Seller fails to perform any obligation of Seller under this Agreement, and such default shall remain uncured for a period of fifteen (15) days following receipt of written notice thereof from Purchaser to Seller, then Purchaser shall elect as its exclusive remedy to either: (i) seek to enforce specific performance of Seller's obligations; or (ii) cancel and terminate this Agreement and receive a refund of all Earnest Money as liquidated damages. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages if Seller so defaults and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Purchaser's damages. In no event shall Seller be liable to Purchaser for any direct or indirect punitive, speculative or consequential damages.

8.3 Limitations.

Limitation Period. (a) The representations and warranties of Seller and/or Purchaser, and any covenants and indemnities of Seller and/or Purchaser contained in this Agreement and in any document executed by Seller pursuant to this Agreement shall survive Purchaser's purchase of the Property for a period of twelve (12) months after the recording of the Deed. The Limitation Period referred to herein shall apply to known as well as unknown breaches of such covenants, indemnities, warranties or representations. Purchaser specifically acknowledges that such termination of liability represents a material element of the consideration to Seller. The limitation as to Seller's liability in this Section 8.3 does not apply to Seller's liability with respect to prorations and adjustments hereunder.

(b) In the event that Closing shall occur, and subsequently during the Limitation Period, Purchaser discovers that any surviving representations or warranties of Seller ("Surviving Representation") was materially inaccurate as of the Closing Date, and the inaccuracy of such Surviving Representation is not based on a condition, state of facts or other matter which was known, to Purchaser's actual knowledge prior to Closing, then Purchaser shall have a remedy against Seller for damages actually incurred by Purchaser as a result of such inaccuracy of such Surviving Representation. Notwithstanding the foregoing, or anything else in this Agreement which may be to the contrary, in no event shall Purchaser have the right to maintain any action against Seller for so called "consequential," "punitive" or "special" damages.

8.4 Indemnification.

(a) Except as otherwise set forth in this Agreement, Seller hereby agrees to defend, indemnify and hold Purchaser and all directors, officers, shareholders, affiliates, members, managers, partners, employees and agents of Purchaser (each, a "Purchaser Indemnified Party") harmless from and against all losses, damages, costs and expenses incurred by a Purchaser Indemnified Party (including, without limitation, reasonable legal fees and disbursements) incurred by Purchaser arising out of any matter or thing concerning the Property that arises prior to the Closing Date (other than any such matter or thing that is caused by the actions of a Purchaser Indemnified Party), including, without limitation: (a) any matter or thing pertaining to the operation of the Property prior to the Closing Date; (b) any litigation, action or proceeding based on actions or events occurring prior to the Closing Date; and (c) any loss incurred by Purchaser by reason of a material breach of the representations of Seller. Notwithstanding the foregoing, or anything else in this Agreement which may be to the contrary, in no event shall Purchaser have the right to maintain any action against Seller for so called "consequential," "punitive" or

“special” damages.

(b) Except as otherwise set forth in this Agreement, Purchaser hereby agrees to defend, indemnify and hold Seller and all officers, affiliates, employees and agents of Seller (each, a “Seller Indemnified Party”) harmless from and against all losses, damages, costs and expenses incurred by a Seller Indemnified Party (including, without limitation, reasonable legal fees and disbursements) incurred by Seller arising out of any matter or thing concerning the Property that arises after the Closing Date (other than any such matter or thing that is caused by the actions of a Seller Indemnified Party), including, without limitation: (a) any matter or thing pertaining to the operation of the Property on and after the Closing Date; (b) any litigation, action or proceeding based on actions or events occurring on and after the Closing Date; and (c) any loss incurred by Seller by reason of a material breach of the representations of Purchaser.

Notwithstanding the foregoing, or anything else in this Agreement which may be to the contrary, in no event shall Seller have the right to maintain any action against Purchaser for so called “consequential,” “punitive” or “special” damages.

ARTICLE 9: EARNEST MONEY PROVISIONS

9.1 Investment and Use of Funds. The Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser and Seller and the interest thereon shall be added to and become a part of the Earnest Money, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall apply the Earnest Money to the Purchase Price on the Closing Date.

9.2 Termination. Except as otherwise expressly provided herein, upon not less than 10 business days’ prior written notice to the Escrow Agent and the other party, Escrow Agent shall deliver the Earnest Money to the party requesting the same; provided, however, that if the other party shall, within said 10 business day period, deliver to the requesting party and the Escrow Agent a written notice that the other party disputes the claim to the Earnest Money, Escrow Agent shall retain the Earnest Money until Escrow Agent receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment. Notwithstanding any provision in this Agreement to the contrary, if Purchaser exercises its right to terminate this Agreement for any reason or no reason during the Due Diligence Period, Escrow Agent shall immediately deliver the Earnest Money to Purchaser regardless of whether Seller disputes Purchaser’s claim to the Earnest Money and Seller and Purchaser hereby agree to indemnify and hold Escrow Agent harmless in connection with such disbursement.

9.3 Interpleader. Seller and Purchaser mutually agree that, except as otherwise provided in Section 9.2 above, in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money’s disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys’ fees. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys’ fees of the prevailing party in accordance with the other provisions of this Agreement.

9.4 Liability of Escrow Agent. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this

Agreement, but shall be liable for Escrow Agent's negligent acts or intentional misconduct and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence or intentional misconduct on the part of the Escrow Agent.

ARTICLE 10: MISCELLANEOUS

10.1 Parties Bound. Subject to the provisions of Section 10.18 hereof, Purchaser and Seller may assign this Agreement to any person or entity only upon the prior written consent of the other party, which consent shall not be unreasonably withheld. If such an assignment is made, the sale made pursuant to this Agreement shall be consummated in the name of such assignee, which shall succeed to all of the rights, obligations and liabilities of the respective party hereunder, and Purchaser or Seller shall be released and relieved of all obligation and liability hereunder; provided that any Earnest Money deposited by Purchaser shall not be returned to Purchaser due to any such assignment, but Purchaser's rights, if any, to such Earnest Money may be assigned by Purchaser to such assignee and Seller's rights, if any, to such Earnest Money may be assigned by Seller to such assignee. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

10.2 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Connecticut.

10.5 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

10.6 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.7 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith. This shall survive the termination of this Agreement and the Closing.

10.8 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either by (a) by overnight courier, in which case notice shall be deemed delivered upon written confirmation of receipt by the intended recipient (and/or his office), (b) sent by personal delivery, in which case notice shall be deemed delivered upon receipt by the intended recipient (and/or his office), or (c) transmitted by

electronic transmission during normal business hours of 8:00 a.m. to 5:00 p.m. Eastern Standard Time with a confirmation hard copy sent within one (1) business day by any of the foregoing means, in which case notice shall be deemed delivered upon the earlier of receipt of the electronic transmission by the addressee or the date of deemed receipt of the confirmation hard copy sent as set forth above. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice delivered to the parties' counsel shall serve as proper service hereunder. The attorney for each party may send a notice on behalf of such party.

10.9 Construction. The parties acknowledge that the parties and/or their counsel have reviewed and revised this Agreement and that the normal rule of construction — to the effect that any ambiguities are to be resolved against the drafting party — shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern Standard Time.

10.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or electronic transmission counterparts of the Agreement.

10.12 Confidentiality. Neither party will disclose the amount of the Purchase Price to any third party except as required by law or ordinance of any governmental body having jurisdiction, including without limitation the Connecticut Freedom of Information Act; provided, however, that the parties may disclose the Purchase Price to third parties involved with the financing and/or determining the feasibility of the Purchaser's acquisition of the Property, and/or to the persons and entities to whom disclosure is permitted pursuant to Section 2.1. Either before or after the Closing, Seller will not make, or permit anyone to make on their behalf, any public statement or public comment with respect to this Agreement, the transactions contemplated hereby, that is intended for public distribution or made to any newspaper, trade publication, or other print or other media, without the approval by the Purchaser, which approval shall be granted or denied in Purchaser's sole discretion. This provision shall survive the Closing or any termination of this Agreement.

10.13 Merger. Except as otherwise expressly provided in this Agreement, any and all rights of action of Purchaser for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive the Closing.

10.14 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.15 Limitation of Liability. (a) No constituent partner or member in, or agent of Seller, nor any present or future partner, member, manager, trustee, beneficiary, director, officer, shareholder, employee, advisor, affiliate or agent of any partnership, limited liability company, corporation, trust or

other entity that has or acquires a direct or indirect interest in Seller or any affiliate of Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Purchaser and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's interest in the Property and the sales proceeds therefrom for the payment of any claim or for any performance, and Purchaser on behalf of itself and its successors and assigns hereby waives any and all such personal liability. For purposes of this subsection (a), no negative capital account or any contribution or payment obligation of any partner or member in Seller shall constitute an asset of Seller. The limitations of liability contained in this subsection (a) shall survive the termination of this Agreement or the Closing Date, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to Seller provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument.

(b) No constituent partner or member in, or agent of Purchaser, nor any present or future partner, member, manager, trustee, beneficiary, director, officer, shareholder, employee, advisor, affiliate or agent of any partnership, limited liability company, corporation, trust or other entity that has or acquires a direct or indirect interest in Purchaser or any affiliate of Purchaser shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made and entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitation, all other persons and entities, shall look solely to the Earnest Money for the payment of any claim or for any performance, and Seller on behalf of itself and its successors and assigns hereby waives any and all such personal liability. The limitations of liability contained in this Section shall survive the termination of this Agreement or the Closing Date, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to Purchaser provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument.

10.16 Further Assurances. Commencing on the Effective Date and continuing after the Closing (if the Closing occurs), each party shall execute and deliver to the other such instruments as may be reasonably requested by the other party in connection with the transactions described herein.

10.17 Recording of Notice of Contract. Upon Purchaser's election, the Parties shall execute in full the Notice Of Purchaser's lien under CGS §49-92a in substantially the same form and content as EXHIBIT C attached, for recording on the land records of each municipality within which the Property lies (the **Land Records**) at Purchaser's sole expense.

10.18 Assignment. The parties agree Purchaser may assign this contract, but only to a corporate entity formed prior to Closing, of which not less than 51% of the ownership interest of the assignee entity shall be identical to that of Purchaser.

10.19 This agreement is contingent upon the Purchaser closing on the two parcels of property located at 141 Louisa Viens Drive, Assessor Parcel Numbers 036-001-000 and 036-002-001, Killingly, Connecticut (the "Alexander Parkway Parcel") . If the Purchaser does not close on the Alexander Parkway parcel simultaneously with the closing on the Property through no fault of Purchaser, then Purchaser may terminate this Agreement, whereupon it will become null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year
written below. Seller

Town of Killingly
Duly authorized

Date:

NE EDGE LLC
(Purchaser)

BY:

Date:

SCHEDULES

- Joinder of Escrow Agent
- 1 Closing Costs
- 1.1(e) Allocation of Purchase Price
- 2.1 Property Information
- 3 Due Diligence Period & Closing

EXHIBITS

- A Legal Description
- B Notice Of Purchaser's Lien §49-92a

JOINDER OF ESCROW AGENT

i. **JOINDER OF ESCROW AGENT.** Escrow Agent has executed this Agreement to confirm that Escrow Agent, upon receipt shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Article 10 hereof.

Connecticut Attorneys Title Insurance Company (CATIC)

By: _____
Name: _____
Title: _____
Date: _____

ii. **RECEIPT OF PURCHASE AND SALE AGREEMENT ACKNOWLEDGMENT.** Escrow Agent acknowledges receipt of a fully executed Purchase and Sale Agreement on this __ day of __, 2023 (but, for the avoidance of doubt, the Escrow Agent's signature below shall not be required in order for this Agreement to be deemed effective).

Connecticut Attorneys Title Insurance Company (CATIC)

By: _____
Name: _____
Title: _____
Date: _____

iii. **RECEIPT OF EARNEST MONEY DEPOSIT ACKNOWLEDGMENT.** Escrow Agent acknowledges receipt of the Earnest Money Deposit in the amount of \$_____ on this __ day of _____, 2023.

Connecticut Attorneys Title Insurance Company (CATIC)

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Closing Costs

<u>Item:</u>	<u>Responsible Party:</u>
Title Commitment, Title Search Fees, and Owner's Title Insurance Policy	Purchaser
Endorsements to Owner's Policy	Purchaser
Lender Policy and endorsements	Purchaser
Documentary Fees/Stamp Taxes/Transfer Taxes	Seller
Update to Seller's Survey or New Survey	Purchaser
Recording Fees	Seller (for releases to clear title) Purchaser (for Deed and its Mortgage documents)
Recording & Release Fees for Seller's Liens and Encumbrances	Seller (duplicate of above)
Escrow Agent Fees	Split 50:50 between Seller and Purchaser

SCHEDULE 2.1

Property Information

1. All surveys of the Property
2. Borings Tests, if any
3. All Environmental Reports, if any
4. Wetlands Mapping, if any
5. Engineering Studies, if any

EXHIBIT A

[Attach Legal Descriptions]

EXHIBIT B - NOTICE OF PURCHASER'S LIEN (CGS §49-92a)

_____ (the "Seller"), has entered into a contract (the "Contract") for the sale to _____ (the "Buyer") of certain real property more particularly set forth below.

1. The names and addresses of Seller and Buyer are as follows:

- a. **Seller:**
- b. **Buyer:**

2. The Contract is dated _____, 2023.

3. The closing date as set forth in the Contract is not provided.

4. The real property described in the Contract is known as _____ and is more particularly described in Exhibit A attached hereto.

5. Pursuant to the Contract, Buyer has paid to Seller a deposit in the amount of \$__.

In Witness Whereof, the Seller and the Buyer have caused their names to be set hereunto this ____ day of _____, _____.

Signed, sealed and delivered in the presence of:

Seller

Buyer

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, _____ of _____, a _____, signer and sealer of the foregoing instrument who acknowledged the same to be his/her free act and deed and the free act and deed of said _____.

Commissioner of the Superior
Court Notary Public

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of __,
_____, by _____, signer and sealer of the
foregoing instrument who acknowledged the same to be his/her free act and deed.

Commissioner of the Superior Court
Notary Public

Schedule A,
attached