

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

1. PARTIES
AND MAILING
ADDRESSES

This 13th day of **August, 2018**

(fill in)

NOTWEN REALTY TRUST, Paul R. Newton, Trustee of
33 Fruit Street, Norfolk, MA 02056

hereinafter called the SELLER, agrees to SELL and

SEB, LLC of 257 Hillside Avenue, Needham, MA 02494 and

KREBS INVESTOR GROUP LLC of 390 Commonwealth Avenue, PH4, Boston, MA 02215, or their nominee or assigns hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
(fill in and include
title reference)

A certain parcel of land at 39 Main Street, Medway, MA, being shown as Lot A and Parcel C on the plan entitled, "39 Main Street A.N.R. Plan of Land in Medway, MA" dated May 4, 2017 by Colonial Engineering, Inc., which plan is duly recorded with the Norfolk County Registry of Deeds in Plan Book 659, Page 045, all land being a portion of the land shown on the deed recorded with said Registry in Book 9237, Page 439.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

(fill in or delete)

Included in the sale as a part of said ANR Lot are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

ALL IN "AS IS" CONDITION

but excluding:

4. TITLE DEED
(fill in)

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

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** 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 year as not due and payable on the date of the delivery of such deed;

(d) Any liens for municipal betterments assessed after the date of this agreement;

(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

*(f)

5. PLANS

Intentionally deleted.

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
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is **\$1,000,000.00**
One Million

dollars, of which

\$ **10,000.00** to be paid within 2 business days of the date of this agreement and

\$ **10,000.00** to be paid within 2 business days of the end of the Due Diligence Period (as defined in Paragraph 8 of the Rider A)

\$ **880,000.00** are to be paid at the time of delivery of the deed in cash, or by certified cashier's, treasurer's or bank check(s), or by promissory note and first mortgage.

\$ **100,000.00** to be paid upon the Seller's receipt of the first certificate of occupancy

\$ 1,000,000.00 TOTAL

8. TIME FOR PERFORMANCE DELIVERY OF DEED (fill in) Such deed is to be delivered at **12 noon P M.** on the **date which is sixty (60) days after BUYER has received a satisfactory 40B Comprehensive Permit from the Town of Medway Zoning Board of Appeals with no appeal being necessary or having been filed – BUT IN ANY EVENT THE CLOSING SHALL NOT TAKE PLACE ANY LATER THAN JUNE 30, 2020** at the **Norfolk County Registry of Deeds**, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Nothing herein shall prevent the **BUYER** from electing to close with an appeal being necessary or having been filed. This election shall be at the **BUYER's** sole and exclusive discretion.
9. POSSESSION AND CONDITION OF PREMISE (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty **30** days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, either
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the 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.
15. INSURANCE *Insert amount (list additional types of insurance and amounts as agreed) Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
Type of Insurance Amount of Coverage
(a) Fire and Extended Coverage **As presently insured.**
(b)
16. ADJUSTMENTS (list operating expenses, if any, or attach schedule) Water and sewer use charges, and taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
- Intentionally deleted.**
19. BROKER(S) WARRANTY
(fill in name)
- Intentionally deleted.**
20. DEPOSIT
(fill in name)
- All deposits made hereunder shall be held in escrow by **Doherty, Ciechanowski, Dugan & Cannon, PC** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or pending an order of a Court of competent jurisdiction. All deposits shall be held in a non-interest bearing IOLTA account.
21. BUYER'S DEFAULT; DAMAGES
- If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, **which shall be SELLER's sole legal and equitable remedy.**
22. RELEASE BY HUSBAND OR WIFE
- The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY
- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement.
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
- Intentionally deleted.**
27. CONSTRUCTION OF AGREEMENT
- This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW
The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. SMOKE & CARBON MONOXIDE DETECTORS
Intentionally deleted.
30. ADDITIONAL PROVISIONS
The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Riders A and B attached hereto and incorporated herein.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

NOTWEN REALTY TRUST


SELLER: Paul R. Newton, Trustee

SEB LLC

By: 
BUYER: Geoffrey Eugler, Manager

KREBS INVESTOR GROUP LLC

By: 
BUYER: Justin D. Krebs, Manager

RIDER "A"

Buyer: SEB LLC & KREBS INVESTOR GROUP LLC

Seller: Notwen Realty Trust

Property: 39 Main Street, Medway, MA

1. The SELLER's obligation to use "reasonable efforts" as set forth in Clause 10, shall be interpreted that the SELLER shall not be required to expend in excess of \$5,000.00, exclusive of voluntary liens, to fulfill said obligation.
2. The SELLER may record all instruments necessary to clear the title to the premises, with the exception of discharges of private mortgages which must be recorded simultaneously with the delivery of the deed, promptly after closing so long as the same is done in keeping with customary conveyancing practices in the Greater Boston area.
3. Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association of Massachusetts shall be governed by said Standard to the extent applicable.
4. Except with the prior approval of the SELLER (which may be granted or withheld by SELLER in SELLER's sole discretion), in each instance, BUYER shall not assign or record this Agreement at the Registry of Deeds or Land Court in the county where the premises are located. Any purported assignment or recording shall be null and void. If BUYER purports record this Agreement, then at SELLER's option, this Agreement shall terminate and all deposits made hereunder shall be retained by the SELLER as liquidated damages. Nothing herein shall prevent the BUYER from assigning or nominating a newly created entity to purchase the Property herein.
5. The BUYER acknowledges that the BUYER has had professional structural, pest, lead paint, mold and radon inspections, or has waived BUYER's right to do so, BUYER is satisfied with the results of said inspections, accepts the premises in its present "AS IS" condition (subject only to the repairs and/or financial adjustments, if any, provided for herein) and waives any and all claims against the SELLER for any conditions or defects which were, or reasonably should have been, disclosed in said inspections. The provisions of this paragraph shall survive the delivery of the deed hereunder.
6. The BUYER and SELLER agree that all deposits made under this Agreement are a reasonable forecast of the SELLER's loss that could result if BUYER were to breach this Agreement, including without limitation, any loss which could result from SELLER's inability to resell the premises for the same agreed price due to any number of presently undeterminable factors, whether or not any such loss is actually incurred by the SELLER.
7. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any other real estate broker, agent or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein, and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.
8. Buyer will have the right until November 30, 2018 (the "Due Diligence Period") to conduct such due diligence with respect to the Property as it shall desire, including, without limitation, engineering, environmental (limited to Phase I only), soil and other physical inspections and testing, and reviews of books, records, financial statements, budgets, title policies, surveys, agreements, permits, approvals, leases, plans and specifications and all other documentation pertaining to the condition, ownership and operation of the Property. Buyer will also have the right to interview all existing tenants, if any, during the Due Diligence Period. Seller shall cooperate with Buyer and its agents and representatives in connection with such due diligence, including (i) providing copies of all such documentation within Seller's possession within ten days after the Effective Date, (ii) permitting access to the Property during normal business hours and upon reasonable notice, and (iii) arranging interviews with any existing tenants. In making any physical inspections of the Property, Buyer will (1) not

materially interfere with the activity of persons occupying, using or providing service at the Property, (2) restore promptly any physical damage caused by such inspections, other than reasonable wear and tear, (3) pay the fees and charges of all persons engaged by it, and (4) except to the extent caused by Seller's negligence or willful misconduct, indemnify, defend, and hold harmless Seller from any loss, injury, damage, claim, lien, costs or expense, including reasonable attorneys' fees and costs, arising out of a breach of the foregoing agreements by Buyer in connection with the inspection of the Property. Buyer will have the right during the Due Diligence Period, in its sole discretion, to terminate this agreement and receive a refund of the Deposit if it determines for any reason not to proceed with the Transaction. If Buyer so terminates, Buyer shall return to Seller all materials provided by Seller to Buyer during the Due Diligence Period, and copies of all of Buyer's engineering work and plans.

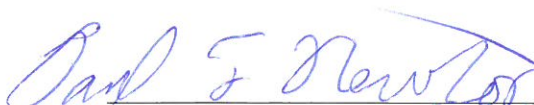
9. The final \$100,000.00 to be paid from the Buyer to the Seller only upon the Seller's receipt of the first Certificate of Occupancy for said 40B Comprehensive Permit, shall be secured by a mortgage from the Buyer to the Seller at closing, which mortgage shall be subordinate in all respects to Buyer's acquisition and construction financing.
10. Buyer understands and agrees that if the Buyer has not terminated this agreement on or before the end of the Due Diligence Period, and Buyer does not complete the closing on or before June 30, 2020, all deposits shall be nonrefundable and immediately paid to the Seller.
11. Signatures & Notice: Signatures via fax or email are considered binding. Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, (b) when transmitted via facsimile or email, or (c) when mailed by registered or certified mail, return receipt requested, all charges prepaid, addressed:

In the case of SELLER to:

Edward V. Cannon, Jr., Esq.
Doherty, Ciechanowski, Dugan & Cannon, P.C.
124 Grove Street, Suite 220
Franklin, MA 02038
Tel. (508) 541-3000 x218
Fax (508) 541-3008
Email: evc@dcdclaw.com

In the case of BUYER to:

Jason A. Pithie, Esq.
Pithie & Associates, PC
158 Pleasant Street
South Weymouth, MA 02190
Tel. (781) 682-9010
Fax. (781) 682-9011
Email: jaypithie@pithielaw.com



SELLER: Paul R. Newton, Trustee
Notwen Realty Trust

SEB LLC

By: _____

BUYER: Geoffrey Engler, Manager

KREBS INVESTOR GROUP LLC

By: _____

BUYER: Justin D. Krebs, Manager

RIDER B

PROPERTY: 33 and 39 Main Street, Medway, MA (“Premises”)
BUYER: SEB, LLC and Krebs Investor Group, LLC, or Nominee
SELLER: Notwen Realty Trust, Paul R. Newton, Trustee

1. **ADJUSTMENTS/ ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

Clause 17 is hereby supplemented by adding “This provision shall survive the delivery of the deed and conveyance.” to the end of this clause.

2. **ADDITIONAL REPRESENTATIONS OF SELLER**

SELLER hereby represents to the best of the SELLER’S knowledge and belief with respect to the following without having made any independent inquiry and being under no duty to make such inquiry:

- (a) there are no lawsuits, actions, orders, decrees, claims, writs, injunctions or proceedings pending on behalf of or against or threatened against the SELLER;
- (b) there is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER’S ability to perform under this Agreement;
- (c) there are no other existing rights, e.g. rights of first refusal, or other consents required for the completion of delivery of the deed other than the existing mortgages, if any, on the Premises which SELLER shall secure releases for using the purchase money hereunder;
- (d) there are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Premises and the SELLER has no knowledge of the Premises having removed such tanks or apparatus from the Premises and has no knowledge of any releases into the soil from any such tanks or apparatus; and other than reasonable quantities of normal household products, there has been no release of any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated, disposed of, or otherwise deposited, in, on, about or from the Premises, including without limitation oil, asbestos and/or chlordane.
- (e) SELLER has no knowledge of any conditions of the Premises or which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters;
- (f) as of the date hereof, the SELLER has received no notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (g) there are no rights or obligations affecting the Premises, which would entitle any entity to payment of a portion of the proceeds for any future conveyance of the Premises;

(h) That the Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises;

(i) That the SELLER is not obligated to offer any other person any right of first refusal to buy the within described premises;

(j) That the SELLER has full authority and consent of the holders of one hundred percent (100%) of the beneficial interest of the Notwen Realty Trust to enter into this transaction and all associated agreements.

3. TITLE COMPLIANCE

Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) Title to the Premises is insurable, for the benefit of the BUYERS, by a title insurance company reasonably acceptable to BUYERS, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(b) The Premises abut and have vehicular and pedestrian access to a public way, duly laid out or accepted as the Town of Medway and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(c) BUYER'S Lender determines that title to the Premises are satisfactory applying customary secondary market standards, to the extent applicable, and title insurance issued for the benefit of said Lender shall contain a Secondary Market Endorsement;

(e) It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement; and

(f) The Premises are not in violation of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings.

4. NON-FOREIGN STATUS OF SELLER

SELLER hereby represents that (i) SELLER is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445; and (ii) SELLER shall execute an affidavit in compliance with the IRC, Section 1445 (b)(2) and the applicable regulations thereunder.

5. TAXES/POST CLOSING ADJUSTMENTS

All reference to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable. Any discrepancy or error in the calculation of taxes or any other apportionment shall be brought to the attention of the other party within six (6) months from the date of

performance and upon confirmation of any such error or discrepancy by both parties with any third party or municipal entity, the appropriate and correct adjustment shall be made based upon such confirmation. This provision shall survive delivery of the deed.

6. **INDEPENDENT ADVICE OF COUNSEL**

Both parties have been informed that they should seek independent legal counsel with respect to this Agreement, and have done so to their satisfaction.

7. **CONFLICTS**

In the event of conflict between the terms of the Purchase & Sale Agreement and any other Exhibit or Addendum, and the Riders, the provisions of the Riders shall control.

8. **TITLE STANDARDS**

Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict any expressed term or condition of this Agreement, unless there is conflicting case law, or a holding in any court of law (including but not limited to: land court, housing court, probate court, district court, superior court) with said REBA title or practice standard and in such event, it is in BUYER'S sole discretion whether or not said REBA title or practice standard or case law will control.

9. **Intentionally deleted.**

10. **PLACE OF CLOSING/ ESCROW**

The parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney until such time as the Deed and other closing documents to be recorded are in fact placed on record at said Registry of Deeds, but no later than noon the next business day.

11. **FACSIMILE SIGNATURES**

For purposes of this Agreement, facsimile or email signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.

12. **REPRESENTATIONS**

Except as otherwise herein provided, the representations provided in this Agreement shall survive the Closing and refer to the date of execution of this Agreement. It shall be a condition of BUYER'S obligation to perform under this Agreement that all representations and warranties made by SELLER hereunder shall be true as of the time of Closing (subject to exceptions thereto approved by BUYER in writing, such approval to be in BUYER'S sole discretion). SELLER will promptly notify BUYER of any material adverse change in facts which arise prior to the Closing which would make such representation untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the parties hereto.

13. **DATES/TIMES**

In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

14. **SELLER'S PROCEEDS**

The SELLER represents to BUYER that the purchase price herein is sufficient to payoff all of the SELLER'S obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, document stamp tax and other reasonable and customary expenses of the sale.

15. If any errors or omissions are found to have occurred in any calculation of figures used in the settlement statement signed by the parties, and notice thereof is given within thirty (30) days of the date of delivery of the Deed to the party to be charged, then such party agrees to make a payment to correct the error or omission.

16. All risk of loss shall stay with the SELLER until delivery of the Deed.

17. **ELECTRONIC DELIVERY**

All documents related to this transaction may be delivered electronically, including by email or facsimile, and shall have the same effect as delivery of an original.

18. **AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES**

In order to facilitate the execution and delivery of certain documents contemplated hereby, the Parties grant to their respective attorneys named in Paragraph 11 of Rider A above the actual authority to execute, deliver and receive on each party's behalf (a) any agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the Parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein and SELLER further authorizes BUYER, BUYER's attorney or BUYER's lender's attorney to obtain pay-off figures on SELLER's mortgage from SELLER's mortgage lending institution(s).

Date: 8-24-18

Paul J Newton
SELLER: Notwen Realty Trust, Paul Newton, Trustee

Date: 8-13-2018

Geoff Engler
BUYER: SEB, LLC by Geoff Engler, Manager

Date: 8-13-2018

Justin Krebs
BUYER: Krebs Investment Group, LLC, by Justin Krebs, Manager