

PURCHASE AND SALE AGREEMENT

1. **Information and Definitions.**

(a) **DATE OF THIS AGREEMENT:** 4/2/2026, 2026.

(b) **PREMISES:** The parcels of land located at 25 Winthrop Street, 33 Winthrop Street, 34 Winthrop Street, and 38 Winthrop Street, Medway, identified as Assessor's Parcels 38-010, 39-001, 30-006, and 30-005, respectively, containing a total of approximately 88 acres, and described in deeds recorded with the Norfolk Registry of Deeds in Book 8613, Pages 554-557.

(c) **SELLER:** **Arlene Siderski and Ellen Galleger (a/k/a Ellen Spear), Trustees of Shady Oaks Realty Trust, u/d/t March 27, 1990, recorded with said Deeds in Book 8613, Page 546.**

Attorney for Siderski: Paul Kenney, Esq., Kenney & Kenney, 181 Village Street, Medway, MA 02053

Phone: (508) 570-2063

Email:

(d) **BUYER:** **Town of Medway, 155 Village Street, Medway, MA 02053**

Buyer's Attorney: Shirin Everett, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: 617-654-1731

Email: severett@k-plaw.com

(e) **PURCHASE PRICE:** The total purchase price for the Premises is Four Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$4,850,000.00), which Purchase Price is to be paid at the time of delivery of the deed, subject to adjustments set forth herein, by municipal treasurer's check, attorney's IOLTA check, or by wire transfer, at BUYER'S election.

(f) **CLOSING DATE:** Thirty (30) days following the date on which the Closing Conditions have been satisfied, as defined and set forth more particularly in Section 16 (as the same may be extended or advanced in accordance with this Agreement, the "Closing Date"). Time is of the essence.

- (g) PLACE: A closing by mail. SELLER's documents, including the deed to the Premises and other closing documents, shall be delivered to BUYER's attorney at least one (1) business day prior to the closing. Neither BUYER nor SELLER, nor their attorneys, are obligated to attend the closing.
- (h) TITLE: Quitclaim Deed, which shall be signed by Seller personally, it being acknowledged that a deed signed under power of attorney will not convey good title.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. Included in the Premises are any and all buildings, structures, fixtures and other improvements thereon, if any.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER, by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) provisions of existing building and zoning laws; (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as set forth in Section 14; and (c) any liens for municipal betterments assessed after the date of this Agreement.

5. Deed; Plans. SELLER shall prepare the deed and shall deliver the deeds in form adequate for recording or registration.

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

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, 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) in compliance with provisions of any instrument referred to in Section 4 hereof. Notwithstanding anything herein to the contrary, SELLER shall not and shall not permit others to: cut or remove any trees (except dead trees) and/or vegetation on the Premises, construct, install or place any buildings, structures, fencing, utilities and/or other objects on the Premises, or otherwise disturb the natural condition of the Premises. BUYER shall be entitled to inspect said Premises personally before Closing in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform. If 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 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, and thereupon the time for performance hereof shall be extended for no more than thirty (30) days.

10. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, in which case SELLER shall convey such title.

12. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or 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.

13. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

14. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the Closing Date, taxes will be apportioned as of the Closing Date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the Closing Date, such payments shall not be refunded or credited, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. All betterments and/or special assessments and other similar charges which affect or have become a lien upon the Premises at Closing shall be paid in full by SELLER at Closing. If any assessment/betterment may be or are being paid in installments, all installments shall be deemed payable as of the day prior to Closing and shall be discharged of record by SELLER, or BUYER shall be given credit therefor against the Purchase Price. It is hereby agreed by BUYER that SELLER shall have no obligation to pay rollback taxes on the sale of the Premises to BUYER.

15. Brokers. SELLER is represented by Paul Harkey as SELLER's agent and SELLER shall be solely responsible for paying any commission to said agent. SELLER represents and warrants that it has not contacted any broker other than the Broker and BUYER represents that it has not contacted any real estate broker in connection with this transaction and the parties agree to defend, indemnify the other against and hold the other harmless, to the extent

permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

16. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject, at BUYER'S option, to the following conditions (collectively, the "Closing Conditions"):

- (a) The Community Preservation Committee shall have recommended the acquisition of the Premises and the purchase price and Medway Town Meeting shall have authorized the acquisition of the Premises on the terms set forth herein and appropriated the purchase price and any and all costs related thereto (the "Town Approval"). Town Meeting is scheduled to occur on May 11, 2026;
- (b) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act), if applicable. BUYER shall file a uniqueness determination with the Central Register, and 30 days must pass from the publication thereof without any objections being filed;
- (c) SELLER shall (i) deliver the Premises free and clear of all leases, tenants and/or occupants, as evidenced by a written notice from SELLER to BUYER, informing BUYER that the Premises are free and clear of tenants and occupants and BUYER shall have inspected the Premises to ensure compliance with the provisions hereof, (ii) obtain written waivers of any right to claim relocation benefits under the provisions of M.G.L. c. 79A and 760 CMR 27.03 from all occupants of the Premises, if any, and SELLER shall represent and warrant at Closing that all such waivers have been provided as to all occupants, and (iii) waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A (the "Seller Condition"). SELLER shall defend, indemnify and hold harmless BUYER as to any claim for relocation benefits brought against BUYER by any tenant or occupant of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (d) Notwithstanding anything herein to the contrary, BUYER shall have completed its inspection of the physical condition of the Premises, as set forth in Section 21, and its review of the title to the Premises and be satisfied with the same, in its sole and absolute discretion; and
- (e) Compliance by BUYER with the terms of this Agreement and with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER.

If any of the Closing Conditions with the exception of the Seller Condition (the "Buyer Conditions") are not satisfied by June 1, 2026 (the "Initial Contingency Date"), BUYER shall have the right, by written notice given to SELLER on or before June 1, 2026, to extend the Initial Contingency Date for a reasonable period of time to satisfy said Buyer Contingencies (but in no

event later than August 31, 2026, the "Extended Contingency Date"). If the Buyer Conditions are not satisfied by the Initial Contingency Date or the Extended Contingency Date, as the case may be (the "Contingency Date"), BUYER shall have the right to terminate this Agreement by written notice to SELLER on or prior to the Contingency Date, without recourse and SELLER shall then be free to offer, negotiate and sell the Premises to a third party without penalty. If the Seller Condition is not satisfied by Contingency Date despite SELLER's good faith and diligent efforts, the closing shall be continued until the Seller Condition has been satisfied, provided, however, that if the Seller Condition is not satisfied by August 31, 2027, BUYER may terminate this Agreement, without recourse. SELLER agrees to use good faith and diligent efforts to satisfy the Seller Condition.

17. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use. It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean: policy or provide affirmative coverage" over a known defect or problem, BUYER may, in its sole and absolute discretion, elect to accept same and to deem title to the Premises unacceptable or unmarketable and to terminate the Agreement; (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and (d) the Premises abut a public way, duly laid out or accepted as such by the Town of Medway unless there is a recorded easement or other recorded agreement pertaining to said means of access, and said easements and/or agreements are on terms satisfactory to BUYER in its sole and absolute discretion.

18. Affidavits, etc. SELLER shall provide to BUYER together with the deed to the Premises: (a) affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W 8 or Form W 9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back up withholding; (d) a Disclosure of Beneficial Interest form, as required by G.L. c. 7C, §38; (e) a Trustees' Certificate; (f) a Transferor's Certificate, NWF Form, and any other information and/or documents required under 830 CMR 62B.2.4 for each SELLER, to be provided to the closing attorney at least seven (7) days prior to the Closing Date; and (g) such additional and further instruments and documents as may be customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

19. Title Standards. 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 at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

20. **Representations and Warranties.** SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the Closing Date (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;
- (b) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER is not a party to any litigation affecting the Premises, and SELLER knows of no litigation or threatened litigation affecting the Premises or affecting SELLER, or any basis for any such litigation, which would affect SELLER'S performance under this Agreement or adversely impact the Premises;
- (e) SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties;
- (f) SELLER has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms;
- (g) To the best of SELLER'S knowledge, (i) no oil, hazardous, toxic or radioactive materials, substances or waste, as defined in federal, state, or local law regulating or addressing the generation, storage, use, or transportation of such materials, including, but not limited to, GL c. 21E, and any rules, regulations, codes and guidance promulgated pursuant thereto or under any similar federal, state or local statute, rule or regulation ("Hazardous Materials"), (ii) underground storage tanks or other subsurface facilities holding petroleum or oil products were used or are currently in use or previously abandoned on the Premises, but, to the best of SELLER'S knowledge, there has been no release or discharge of Hazardous Materials from said tanks and/or facilities, (iii) chlordane has not been used as a pesticide on the Premises, and (iv) there is not now in the Premises any asbestos, lead paint or unsafe concentrations of radon gas;

- (h) SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence or release of any Hazardous Materials at or near the Premises;
- (i) Neither SELLER nor any person, or entity that directly owns a ten percent (10%) or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 14, 2001 and entitled "Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, and SELLER activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time); and
- (j) To the best of SELLER's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER shall not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations and warranties to be false as of Closing, and in any event shall notify BUYER promptly of any change in these representations and warranties.

21. Inspection Rights. BUYER or BUYER'S agents shall have the right, upon at least forty-eight (48) hours prior notice to SELLER, which notice may be oral notice, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting such inspections, investigations, surveys and/or tests as BUYER deems appropriate, including, without limitation, subsurface environmental site assessments. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, in its sole and absolute discretion, with the condition of the Premises and on not having found on the Premises any oil, hazardous waste or hazardous material, or other materials hazardous to health and safety. In the event hazardous waste, hazardous material, or other hazardous substance is found or BUYER is otherwise not satisfied with the Premises for any reason, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement without recourse by written notice given to SELLER on or prior to the Closing Date. BUYER shall repair any damage caused to the Premises by BUYER or BUYER's agents, employees, contractors, and/or representatives to the condition the Premises were in immediately prior to such damage, which obligation shall survive the termination of this Agreement.

22. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have

been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) by electronic transmission (provided that any email sent later than 5:00 p.m. on a business day shall be deemed received on the following business day), to the party's attorney at the addresses set forth in Section 1.

23. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

24. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, but free and clear of leases, tenants and/or occupants.

25. Casualty, Condemnation. All risk of loss shall be on SELLER until the recording of the deed. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease.

26. Liability of Trustee, Shareholder, Fiduciary, etc; Limitation on Liability. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. Further, in no event shall either party be liable to the other for indirect, consequential, special, and/or punitive damages.

27. Measuring Periods. If any date herein set forth for the performance of any obligations of BUYER or SELLER or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday during which the Registry of Deeds is not open. A "business day" is any day that is not a Saturday, Sunday, or a legal holiday.

28. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them.

29. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months from the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

30. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

31. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, by electronic mail in .pdf format, all of which when taken together shall comprise one (1) agreement. The persons signing this Agreement on behalf of the parties hereto represent and warrant that they have the necessary power and authority to bind their respective party. If there are more than one person or parties that constitute the SELLER or BUYER, all such parties shall be jointly and severally responsible for the obligations set forth in this Agreement.

32. Further Assurances. On or before Closing, each party shall do, make, execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provisions of this Agreement. Without limiting the foregoing, SELLER agrees to reasonably cooperate with BUYER and BUYER'S representatives (but at no material cost to SELLER unless BUYER pays the same) in connection with due diligence activities, any permitting activities, and other relevant matters pertaining to this transaction.

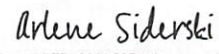
33. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER.

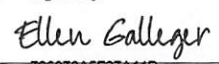
34. Governing Law. This Agreement and any disputes arising hereunder shall be subject to the laws of the Commonwealth of Massachusetts, and any proceedings to adjudicate disputes between the parties and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

[Signature Page Follows]

In Witness whereof, the parties hereto sign this Agreement under seal as of this second day of April, 2026.

SELLER:


Signed by:

B7EB733A2865499...
Arlene Siderski, Trustee
Shady Oaks Realty Trust


Signed by:

726078A5F37A44D...
Ellen Galleger (a/k/a Ellen Spear), Trustee
Shady Oaks Realty Trust

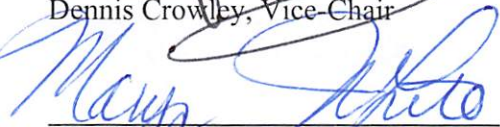
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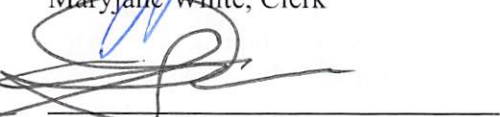
TOWN OF MEDWAY,
By its Select Board

Signed by the Select Board on
April 6, 2026


Todd Alessandri, Chair


Dennis Crowley, Vice-Chair


Maryjane White, Clerk


Glenn Trindade, Member


Frank Rossi, Member