

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement is executed as of the ___ day of September 2020 (the "Effective Date"), by and between Orestes G. Brown, Trustee of the George A. Brown Revocable Living Trust under Declaration of Trust dated April 26, 2017 and Certificate of Trust recorded at the Essex County South Registry of Deeds at Book 35928, Page 351 and Andrew P. Brown, Trustee of the Brown Family Irrevocable Trust of 2012, under Declaration of Trust dated December 27, 2012 and Certificate of Trust recorded at the Essex County South Registry of Deeds at Book 33909, Page 192 (hereinafter collectively referred to as "Seller") and SLV School Street, LLC, Massachusetts limited liability company having an address of 257 Hillside Avenue, Needham, MA 02494, or its assigns or nominee, (hereinafter referred to as "Buyer").

Whereas, Buyer and Seller are parties to Purchase and Sale Agreement dated November 26, 2019 (the "Agreement") and wish to amend the Description of Premises to be conveyed by that Agreement.

Therefore, The Parties agree that paragraph 2, "Description of the Premises" of the Agreement is hereby deleted in its entirety and the following "Description of the Premises" is hereby inserted:

"2. Description of Premises. The premises to be conveyed by Seller to Buyer hereunder shall include the following (the "Premises");

The Premises described in the deeds to the Sellers recorded in the Essex South District Registry of Deeds in Book 35928, Page 355 and in Book 37672, Page 565, namely up to six (6) parcels of land located on School Street in Manchester, Massachusetts, as corrected by the certain Affidavit Pursuant to G.L. c. 183 sec. 5B recorded in the Essex South District Registry of Deeds in Book 38057, Page 061. Said parcels comprise two parcels described in the deed of Alice M. Keighley to Harrington & Co., Inc. dated July 14, 1961, and recorded in said Registry in Book 4792, Page 193, namely a parcel of 4.811 acres as shown on a plan recorded in said Registry as Plan 124 of 1960 and a parcel of 4.5 acres, more or less, and a parcel of 5.41 acres and a parcel of .15 acres, marked "Lewis Morgan," as shown on the above-mentioned plan and two parcels of woodland described in the deed of Augustine O. Morley to Harrington & Company Inc. dated August 24, 1961 and recorded in said Registry in Book 4808, Page 356. The parties agree that at the time of Closing they shall exclude from this conveyance that portion of the Premises not necessary or required by federal, state or municipal law or regulation or requested or required by any federal, state or municipal regulatory authority for use in the Proposed Development, as defined in Paragraph 5 hereunder (the "Seller's Retained Land"). Seller shall retain a right of way over and under the Premises for the purpose of access and utilities and for all purposes for which public rights of way are used and as may be required the Town of Manchester zoning by-law or subdivision rules and regulations running

from School Street and southerly of Buyers' buildings, structures and driveways to Seller's retained land, but in no event no less than 50 feet from the centerline of Buyer's access road at the entrance of School Street to the Premises, in a manner that does not unreasonably interfere with or materially impact or adversely impact (which shall not require all three occurrences, only one) Seller's Proposed Development."

All other terms and conditions of the Agreement not otherwise amended herein remain in full force and effect and are incorporated herein by reference.

Each party hereby acknowledges that they have complete authority to execute this Amendment in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase and Sale Agreement pursuant to due authority in multiple counterparts, each of which shall be considered an original hereof, as of the Effective Date.

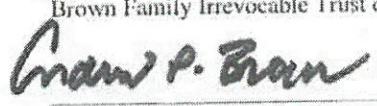
SELLER:

George Brown Revocable Living Trust


By Orestes G. Brown
Its Trustee

SELLER:

Brown Family Irrevocable Trust of 2012


By Andrew P. Brown
Its Trustee

BUYER:

SLV School Street, LLC

By: Strategic Land Ventures, LLC, its
Manager

By:
Manager

