

E. Evidence of Site Control

Although Section 56.04(6) of the 40B Regulations states that the issuance of a Determination of Project Eligibility shall be considered by the Zoning Board of Appeals as conclusive evidence that the Project and the Applicant have satisfied the Project Eligibility requirements of 760 CMR 56.04(1), NOVO Riverside Commons LLC has attached an Option Agreement evidencing site control. A copy of the Deed into Owner is also attached.

**OPTION AGREEMENT
AND ESCROW AGREEMENT**

BY AND BETWEEN

**NOVO RIVERSIDE COMMONS LLC, as
"Optionee"**

and

**CD 211 PROPERTY LLC, as
"Optionor"**

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**OPTION AGREEMENT
AND ESCROW AGREEMENT**

THIS OPTION AGREEMENT (this “**Agreement**”) is made as of June 16, 2023 (the “**Effective Date**”) by and between CD 211 PROPERTY LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110 (“**Optionor**”), and NOVO RIVERSIDE COMMONS LLC, a Massachusetts limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110 (“**Optionee**”).

RECITALS

A. Optionor is the owner of certain real property located at 300-310 Baker Avenue, Concord, Massachusetts consisting of a total of approximately 65 acres (the “**300 Baker Property**”).

B. Optionor wishes to grant to Optionee the option to acquire the portions of the 300 Baker Property shown as and labeled “Lot B, 445,000 ± S.F., 10.2 ± Acres” and “Parcel B, 296,100 ± S.F., 6.8 ± Acres” on the lotting plan attached hereto as Exhibit A (the “**Option Property**”).

NOW, THEREFORE, in consideration of the foregoing Recitals (which Recitals constitute a part of this Agreement), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - OPTION TO PURCHASE

1.1 **Option Agreement.** Subject to the terms and provisions hereof, Optionor grants to Optionee an option to purchase the Option Property, which option shall be exercisable by written notice delivered by Optionee to Optionor on or before the date that is three (3) years after the Effective Date (such period from the Effective Date through such subsequent date, the “**Option Term**”). Upon the exercise of such option to purchase granted to Optionee herein, and subject to the terms and conditions hereinafter set forth, Optionor agrees to sell and convey to Optionee, and Optionee agrees to purchase from Optionor, the Option Property, together with all rights and appurtenances pertaining to such property, including any right, title and interest of Optionor in and to adjacent streets, alleys or rights-of-way. Alternatively, Optionee shall also have the right by written notice to Optionor to convert the option to purchase granted hereby to an option to lease, which lease (if such option is exercised by Optionee) shall be on commercially reasonable terms consistent with the use of the Option Property contemplated by Optionee and the agreed value of the Option Property reflected in the Purchase Price (defined below), as such terms are mutually reasonably agreed upon by Optionor and Optionee. In the event that Optionee elects to so convert its option, Optionor and Optionee shall enter into an amendment of this Agreement modifying the terms hereof as is reasonably necessary to reflect such conversion.

1.2 **Purchase Price; Deposit.** Optionor is to sell and Optionee is to purchase the Option Property for a dollar amount payable in cash (the “**Purchase Price**”) established by good faith negotiations between Optionor and Optionee. For so long as this Agreement is in effect, Optionor will not actively negotiate a sale of the Option Property with any other person or entity.

(a) **Deposit.** Optionee shall, within two (2) business days after the mutual execution of this Agreement by Optionor and Optionee, post a deposit hereunder (the “**Initial**

Deposit", and together with any Additional Deposit(s) made by Optionee pursuant to Section 2.2 below, the **"Deposit"** in the amount of Five Thousand and No/100 Dollars (\$5,000.00) by paying said sum in cash to [REDACTED] (**"Escrow Holder"**). The Deposit shall be held pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit B** by Escrow Holder in escrow as earnest money for the proper performance of this Agreement on the part of Optionee. Interest earned on the Deposit shall be considered part of the Deposit.

(b) **Independent Consideration.** A portion of the Deposit in the amount of One Hundred Dollars (\$100.00) (the **"Independent Consideration"**) shall be earned by Optionor upon execution and delivery of this Agreement by Optionor and Optionee. The Independent Consideration represents adequate bargained for consideration for Optionor's execution and delivery of this Agreement, Optionee's option to purchase the Option Property, and Optionee's right to inspect the Option Property pursuant to the terms hereof. The Independent Consideration is in addition to and independent of any other consideration or payment provided for herein and is nonrefundable in all events. Upon the Closing, the Independent Consideration shall be paid to Optionor as part of the Purchase Price, or shall be paid to Optionor upon the earlier termination of this Agreement.

(c) **Payment of Purchase Price.** The Purchase Price, as increased or decreased by prorations and adjustments as herein provided, shall be payable in full at Closing by Optionee delivering to Optionor by wire transfer of immediately available funds to a bank account designated by Optionor in writing to Optionee prior to the Closing.

ARTICLE II –TITLE AND SURVEY; PERMITTING

2.1 Title Examination.

(a) During the period commencing on the Effective Date and ending on the date that is [REDACTED] days thereafter (hereinafter referred to as the **"Title Inspection Period"**), Optionee shall have the right to obtain a title commitment (the **"Title Commitment"**) from Escrow Holder and to examine the status of title to the Option Property.

(b) Further, during the Title Inspection Period, Optionee shall have the right (but not the obligation) to obtain, at the sole cost of Optionee, and approve a new or updated ALTA survey of the Option Property to be prepared by a licensed surveyor or engineer hired by Optionee (the **"Survey"**). Any and all matters shown on such a survey of the Option Property, prepared in accordance with applicable ALTA survey standards, are referred to herein as **"Survey Matters"**.

(c) Optionor agrees that in the event Optionee determines (such determination to be made in Optionee's sole discretion) that the title to the Option Property is unsatisfactory in any manner, including without limitation any Survey Matters, Optionee shall give written notice (a **"Title Objection Notice"**) to Optionor of the specific manner in which title is unacceptable. If Optionee requires the removal of certain exceptions, then, within five (5) business days of receipt of the Title Objection Notice, Optionor shall notify Optionee whether it will remove such exceptions. If Optionor elects not to remove such exception or if Optionor does not respond to the Title Objection Notice within such five-business day period, which non-response shall be deemed to mean that Optionor has elected not to remove or cure such exceptions, Optionee may

terminate this Agreement in writing within three (3) business days of receipt of Optionor's notice and the Deposit shall be returned to Optionee. If Optionee fails to give Optionor a Title Objection Notice prior to the expiration of the Title Inspection Period, then (i) Optionee shall no longer have any right to terminate this Agreement under this Section 2.1(c) and (ii) Optionee shall be deemed to have approved the state of title to the Option Property as it exists on the effective date of the Title Commitment, as last amended during the Title Inspection Period, and any exceptions to title disclosed in the Title Commitment, any amendments and any Survey Matters shall be Permitted Exceptions (as defined in Section 2.4 below). Notwithstanding the foregoing, Optionor shall be responsible for discharging any mortgages or voluntary monetary liens (other than municipal liens not yet due and payable), including mechanics' liens for unpaid work at the Option Property performed on behalf of Optionor, at or prior to Closing.

(d) Optionee shall have the right to object to any title exceptions first raised by Escrow Holder in any amendments to the Title Commitment issued after the expiration of the Title Inspection Period by giving written notice to Optionor of the title exceptions to which Optionee is objecting on or before the earlier of (a) the date and time for Closing and (b) three (3) days after the issuance of any such amendment. If Optionee does not object to any title exception first raised in any such amendment to the Title Commitment issued after the expiration of the Title Inspection Period by giving timely written notice as herein provided, such exception shall be a Permitted Exception. In the event Optionee gives timely written notice of objection to any title exception first set forth in any such amendment as herein provided, the provisions of Section 2.1(c) shall apply with respect thereto as if set forth herein in full.

2.2 Permitting Contingency. On or before the day that is [REDACTED] days after the Effective Date, Optionee shall provide Optionor with written notice describing all federal, state, and municipal permits, licenses and approvals, including, without limitation, zoning relief, variances, special permits, Chapter 40B comprehensive permit, site plan approval, orders of conditions, demolition permits, and historic approvals deemed necessary by Optionee, in Optionee's sole judgment, for Optionee's intended development, construction, and use of the Option Property (collectively, the "Approvals"). Optionor agrees to promptly cooperate with and privately and publicly support Optionee and execute or join in executing such documents reasonably required in connection with the Approvals. Optionor shall assist Optionee, at Optionee's sole cost, to the extent Optionor may deem reasonably necessary or expedient in seeking to obtain the Approvals. Such Approvals will not impose any burden or be binding upon the Option Property prior to Closing, nor impose any cost or liability on Optionor, except to the extent consented to by Optionor in the sole discretion of Optionor. Optionor will cooperate with Optionee in executing any applications or other materials prepared by Optionee for submission to government authorities in connection with Optionee's development plans. Furthermore, Optionor shall, upon Optionee's request and upon reasonable advance notice, attend and support Optionee in any meetings or hearings of administrative officials and legislative bodies necessary to obtain such Approvals. If Optionee obtains all of the Approvals, with all applicable appeals periods having expired, Optionee shall promptly provide Optionor with written notice thereof (the "Approvals Notice"), and, for purposes of this Agreement, the "Approvals Date" shall be the date that Optionee delivers the Approvals Notice to Optionor. However, in the event that, despite using diligent efforts, Optionee is not able to obtain (or determines that in no event will Optionee be able to obtain) the Approvals on or before the day that is [REDACTED] following the Effective Date (the "Approvals Contingency Date"), then either Optionor or Optionee may

terminate this Agreement by written notice delivered to Optionor before 5:00 p.m. Eastern time on the Approvals Contingency Date. Notwithstanding the foregoing, in the event that Optionee is diligently pursuing the Approvals, Optionee shall have two (2) options to extend the Approvals Contingency Date by one (1) year each (each, an “**Approvals Contingency Extension**”) upon written notice delivered to Optionor before 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date, and provided further that upon delivery of each such notice from Optionee exercising an Approvals Contingency Extension, Optionee shall deposit the additional sum of Five Thousand and No/100 Dollars (\$5,000.00) with each such extension notice (each, an “**Additional Deposit**”). From time to time upon Optionor’s reasonable request, Optionee shall update Optionor on Optionee’s progress towards obtaining the Approvals. Unless Optionee delivers the Approvals Notice to Optionor as and when provided herein, Optionee shall be deemed to have terminated this Agreement effective immediately prior to 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date, Escrow Holder will promptly return the Deposit to Optionee, and all obligations of the parties under this Agreement will terminate, except for those obligations that expressly survive termination of this Agreement. Further, if Optionee notifies Optionor on or before 5:00 p.m. Eastern time on the then-existing Approvals Contingency Date of its termination of this Agreement as set forth in this Section 2.2, then Escrow Holder will promptly return the Deposit to Optionee, and thereafter neither Optionor nor Optionee will have any continuing rights or obligations other than those obligations which expressly survive the termination of this Agreement. Notwithstanding anything contained herein to the contrary, once Optionee has obtained the Approvals and delivered the Approvals Notice to Optionor, Optionee shall have no further right to terminate this Agreement pursuant to this Section 2.2.

2.3 **Reciprocal Easement Agreement.** During the Title Inspection Period, Optionor and Optionee, acting in good faith, shall use commercially reasonable efforts to negotiate a reciprocal easement agreement granting easement rights to the remainder of the 300 Baker Property and the Option Property, respectively, for vehicular and pedestrian access and egress, utilities, parking, irrigation systems, and stormwater management facilities that are necessary for the full use, construction, installation, maintenance, repair, replacement, and removal of the driveways, access drives, parking areas, utility supply lines, irrigation systems, stormwater management facilities, and landscaping on the respective properties as they exist as of the Effective Date or may be constructed and/or modified in the future (the “**REA**”). It shall be a condition to the parties’ respective obligations to close under this Agreement that the parties shall have reasonably agreed upon the form of the REA to be executed and delivered at Closing.

2.4 **Conveyance of Title.** At Closing, Optionor shall convey and transfer to Optionee the Option Property by execution and delivery of a Deed (as defined in Section 4.2(a) hereof) respecting the Option Property. Evidence of delivery of such title shall be the issuance by Escrow Holder of an ALTA Extended Coverage Owner’s Policy of Title Insurance (the “**Title Policy**”) covering the Option Property, in the full amount of the Purchase Price, subject only to title exceptions and Survey Matters not objected to under Section 2.1(c) and 2.1(d) and local, state, and federal laws, ordinances, rules, and regulations (collectively, the “**Permitted Exceptions**”).

ARTICLE III - REVIEW OF PROPERTY

3.1 **Right of Inspection.** During the period commencing on the Effective Date and ending on the date that is [REDACTED] days after the Approvals Date (hereinafter referred to as the “**Inspection Period**”), Optionee shall have the right to:

- (i) Perform, or hire consultants to perform a physical inspection of the Option Property.
- (ii) Inspect, or hire consultants to inspect, the environmental condition of the Option Property pursuant to the terms and conditions of this Agreement, and to obtain and review, at Optionee’s sole election and cost, soils, geology, and environmental and any other engineering reports.

Any on-site inspections of the Option Property shall occur at reasonable times agreed upon by Optionor and Optionee after reasonable prior written notice to Optionor and shall be conducted so as not to interfere unreasonably with the use of the Option Property by Optionor. Optionor may have a representative present during any such inspections. If Optionee desires to do any invasive testing at the Option Property, Optionee shall do so only after notifying Optionor and obtaining Optionor’s prior written consent thereto, which consent shall be granted or denied in the sole discretion of Optionor. Without limitation on the foregoing, in no event shall Optionee: (a) conduct any invasive physical testing (environmental, structural or otherwise) at the Option Property (such as soil borings, water samplings or the like) or take physical samples from the Option Property without Optionor’s express written consent, which consent, as to such intrusive physical testing or sampling, may be given or withheld in Optionor’s sole and absolute discretion (and Optionee shall in all events promptly return the Option Property to its prior condition and repair thereafter); (b) knowingly contact any tenant of the 300 Baker Property (or its representatives), in each case without Optionor’s express written consent, which consent, as to contact with tenants, may be given or withheld in Optionor’s sole and absolute discretion (provided in all instances Optionor shall have the right, at its option, to cause a representative of Optionor or property manager to be copied on all correspondences and present during any in person contact or phone interview). Prior to entry upon the Option Property, Optionee shall provide Optionor with copies of certificates of insurance evidencing commercial general liability insurance policies (naming Optionor, Optionor’s property manager, Optionor’s lender and such other parties designated by Optionor as an additional insured) that shall be maintained by Optionee and by any consultants or other third parties engaged by Optionee in connection with Optionee’s and such consultants’ and third parties’ investigations upon the Option Property, with limits, coverages and insurers under such policies complying with the requirements set forth in Exhibit C attached hereto. Optionee agrees to protect, indemnify, defend and hold Optionor harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys’ fees), damages or injuries arising out of or resulting from the inspection of the Option Property by Optionee or its agents or consultants, and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Optionor shall survive the Closing or any termination of this Agreement. Optionee shall keep the Option Property free and clear of any mechanic’s liens or materialmen’s liens arising out of Optionee’s entry onto the Option Property.

3.2 **Termination Right.** Prior to the expiration of the Inspection Period, Optionee may in its sole and absolute discretion, for any reason or no reason, terminate this Agreement by

written notice of termination to Optionor (such notice being herein called the “Termination Notice”), whereupon this Agreement, and the obligations of the parties hereunder, shall terminate (and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement), the Independent Consideration shall be paid to Optionor, and the balance of the Deposit shall be delivered to Optionee by Escrow Holder within three (3) business days thereafter. In the event that Optionee shall fail to have delivered the Termination Notice to Optionor before the expiration of the Inspection Period, Optionee shall have no further right to terminate this Agreement pursuant to this Section 3.2. Further, in the event that Optionee does not deliver the Termination Notice to Optionor before the expiration of the Inspection Period, Optionee’s right to access the Option Property for industry standard tests and inspections shall continue until the Closing, the expiration of the Option Term, or the earlier termination of this Agreement, whichever occurs first.

ARTICLE IV - CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby (the “Closing”) shall be a so-called “escrow closing” arranged with Escrow Holder on the date which is thirty (30) days following Optionee’s exercise of its option to purchase the Option Property (the “Closing Date”). On the Closing Date, and provided that all conditions to Closing (both as set forth herein and as set forth in the Escrow Agreement) have been satisfied, Optionor and Optionee shall deliver the closing documents listed in Sections 4.2 and 4.3 below to Escrow Holder, and Escrow Holder, upon authorization from Optionor and Optionee shall release such closing documents and close this transaction as set forth herein; provided that the Deed shall not be recorded until Escrow Holder has received the full amount of the Purchase Price, adjusted by prorations as set forth herein.

4.2 Optionor’s Obligations. Optionor shall:

(a) on the Closing Date, and subject to the terms of the Escrow Agreement, deliver to Escrow Holder to be held in escrow pursuant to the terms hereof:

- (i) a duly executed and notarized quitclaim deed (the “Deed”) in the form attached hereto as Exhibit D, conveying the Option Property, subject only to the Permitted Exceptions;
- (ii) a FIRPTA certificate in the form attached hereto as Exhibit E, duly executed by Optionor; and
- (iii) a Title Affidavit in the form of Exhibit F attached hereto;
- (iv) a duly executed notarized counterpart of the REA;
- (v) an executed closing statement reasonably acceptable to Optionor;
- (vi) if any representation or warranty of Optionor needs to be modified due to changes since the Effective Date, a certificate, dated as of the date of Closing and executed on behalf of Optionor by a duly authorized representative thereof, identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. In no event shall Optionor be liable to Optionee for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (x) occurs between the Effective Date and the date of Closing and

(y) is expressly permitted under the terms of this Agreement. The occurrence of a change in a representation and warranty which is not permitted hereunder shall, if materially adverse to Optionee, result in a credit to the Purchase Price as set forth herein, or in such other credit as is reasonably required by Optionee;

(vii) a Certificate of Legal Existence and Good Standing for Optionor issued by the Delaware Secretary of State's Office and such other authority documents as Escrow Holder may require to evidence Optionor's authority; and

(viii) any other documents reasonably required by Optionee or Escrow Holder to consummate the transaction contemplated by this Agreement;

(b) on the Closing Date, deliver possession of the Option Property to Optionee, subject only to the Permitted Exceptions.

4.3 Optionee's Obligations. Optionee shall:

(a) on the Closing Date, and subject to the terms of the Escrow Agreement, deliver to Escrow Holder to be held in escrow pursuant to the terms hereof:

(i) the full amount of the Purchase Price as increased or decreased by prorations and adjustments, as provided in Section 1.2(b) hereof;

(ii) a duly executed notarized counterpart of the REA;

(iii) such evidence as Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Optionee;

(iv) such affidavits as may be customarily and reasonably required by Escrow Holder;

(v) an executed closing statement reasonably acceptable to Optionee; and

(vi) any other documents reasonably required by Optionor or Escrow Holder to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations.

(a) All income and expenses of the Option Property shall be apportioned as of 12:01 a.m., on the day of Closing as if Optionee were vested with title to the Option Property during the entire day upon which Closing occurs. Such prorated items include, without limitation, the following:

(i) taxes and assessments levied against the Option Property;

(ii) utility charges respecting the Option Property, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (dated not more than fifteen (15) days prior to Closing) or, if unmetered, on the basis of a current bill for each such utility;

(iii) any other operating expenses or other items pertaining to the Option Property which are customarily prorated between a buyer (Optionee) and a seller (Optionor) in the county in which the Option Property is located.

(b) Notwithstanding anything contained in Section 4.4(a) hereof:

(i) Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments due and payable during the year of Closing have not been paid before Closing, Optionor shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing, and Optionee shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days after such amounts are determined following Closing, subject to the provisions of Section 4.4(b)(iii) hereof. Optionee shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the Closing Date;

(ii) Optionor may prosecute an appeal of the real property tax assessment for any tax years to and including the tax year in which the Closing occurs, and may take related action which Optionor deems appropriate in connection therewith. Optionee shall cooperate with Optionor in connection with such appeal and collection of a refund of real property taxes paid. Optionor owns and holds all right, title and interest in and to such appeal and refund relating to the period prior to the Closing, and all amounts payable in connection therewith shall be paid directly to Optionor by the applicable authorities. If such refund or any part thereof is received by Optionee, Optionee shall promptly pay to Optionor any amounts relating to the period prior to the Closing. Any refund received by Optionor shall be distributed as follows: first, to reimburse Optionor and Optionee for all costs incurred in connection with the appeal; and second, to Optionor to the extent such appeal covers the period prior to the Closing, and to Optionee to the extent such appeal covers the period as of the Closing and thereafter. If and to the extent any such appeal covers the period after the Closing, Optionee shall have the right to participate in such appeal.

(iii) Except as otherwise provided herein, any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration sixty (60) days after Closing, or as soon thereafter as the precise amounts can be ascertained. Optionee shall promptly notify Optionor when it becomes aware that any such estimated amount has been ascertained. Once all revenue and expense amounts have been ascertained, Optionee shall prepare, and certify as correct, a final proration statement which shall be subject to Optionor's approval. Upon Optionor's acceptance and approval of any final proration statement submitted by Optionee, such statement shall be conclusively deemed to be accurate and final.

(iv) The provisions of this Section 4.4 shall survive Closing.

4.5 Transaction Taxes and Closing Costs.

(a) Optionor and Optionee shall execute such returns, questionnaires and other documents as shall be required with regard to all applicable real property transaction taxes imposed by applicable federal, state or local law or ordinance.

(b) Optionor shall pay the fees of any counsel representing Optionor in connection with this transaction. Optionor shall also pay the following costs and expenses:

(i) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;

(ii) any documentary transfer tax or similar tax which becomes payable by reason of the transfer of the Option Property; and

(iii) the fees of all Brokers, if any, identified in Article VIII hereof.

(c) Optionee shall pay the fees of any counsel representing Optionee in connection with this transaction. Optionee shall also pay the following costs and expenses:

(i) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;

(ii) the fees for recording the Deed;

(iii) the premium for the Extended Coverage Owner's Policy of Title Insurance to be issued to Optionee by Escrow Holder at Closing, and the fee for all endorsements thereto; and

(iv) the cost of the Survey.

(d) All costs and expenses incident to this transaction and the Closing hereof, but not specifically described above, shall be paid by the party incurring same; and

(e) The provisions of this Section 4.5 shall survive the Closing.

4.6 Conditions Precedent to Closing Obligation of Optionee. The obligation of Optionee to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Optionee in its sole discretion:

(a) Optionor shall have delivered to Optionee and Escrow Holder all of the items required to be delivered to Optionee pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.2 hereof;

(b) All of the representations and warranties of Optionor contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement, if any); and

(c) Optionor shall have performed and observed in all material respects all covenants and agreements of this Agreement to be performed and observed by Optionor as of the date of Closing.

4.7 Conditions Precedent to Closing Obligation of Optionor. The obligation of Optionor to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Optionor in its sole discretion:

(a) Optionor shall have received the Purchase Price as adjusted as provided herein, and payable in the manner provided for in this Agreement;

(b) Optionee shall have delivered to Optionor all of the items required to be delivered to Optionor pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.3 hereof;

(c) Optionee shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Optionee as of the date of Closing; and

(d) Optionor shall have received all necessary approvals from the holder of the first mortgage on the 300 Baker Property (the "Mortgagee") to permit Optionor to perform all of Optionor's obligations under this Agreement, including but not limited to the conveyance of the fee interest in the Option Property to Optionee and execution and delivery of the REA to Optionee. Optionor shall inform Optionee of the status of such request and approval upon Optionee's reasonable request made from time to time.

(e) Optionor shall have received all necessary governmental approvals to construct and use a parking garage on the remaining portion of the 300 Baker Property to serve the office uses located on the remaining portion of the 300 Baker Property. Optionor shall inform Optionee of the status of such application(s) and approvals upon Optionee's reasonable request made from time to time.

ARTICLE V - REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Optionor. Optionor hereby makes the following representations and warranties to Optionee as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing, subject to Section 4.2(a)(vi) hereof:

(a) Organization and Authority. Optionor has been duly organized and is validly existing under the laws of the State of Delaware and is registered to do business in and in good standing with the Commonwealth of Massachusetts. Optionor has the full right and authority to enter into this Agreement and to transfer all of the Option Property and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Optionor is authorized to do so.

(b) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending, or, to Optionor's knowledge, threatened against Optionor which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement. Except as set forth on Exhibit G attached hereto, there is no litigation which has been filed against Optionor that arises out of the ownership of the Option Property and would materially affect the Option Property or use thereof, or Optionor's ability to perform hereunder.

(c) Condemnation. Optionor has received no written notice of any condemnation proceedings relating to the Option Property.

(d) Violations. Optionor has not received written notice of any violation of any federal, state or local law relating to the use or operation of the Option Property.

(e) Authorization. This Agreement has been, and, on the Closing Date, all documents to be executed by Optionor hereunder will have been, duly authorized, executed and delivered by Optionor, and constitute and will constitute the valid and binding obligations of Optionor enforceable against it in accordance with their respective terms.

(f) No Consents Required. No consent, approval or other authorization of, or registration, declaration or filing with, any governmental authority is required for the due

execution and delivery of this Agreement, and/or any of the documents to be executed by Optionor hereunder, or for the performance by or the validity or enforceability thereof against Optionor, other than the recording or filing for recordation of the Deed.

(g) **No Violations.** The execution and delivery of this Agreement, and all other documents to be executed by Optionor hereunder, are in compliance with the provisions hereof and thereof and the consummation of the transaction contemplated hereunder and thereunder will not result in (a) a breach or violation of (i) any governmental requirement applicable to Optionor or the Option Property now in effect; (ii) the organizational documents of Optionor; (iii) any judgment, order or decree of any governmental authority binding upon Optionor; or (iv) any agreement or instrument to which Optionor is a party or by which it is bound; (b) the acceleration of any obligation of Optionor; or (c) the creation of any lien, encumbrance or other matter affecting title (other than the Permitted Exceptions) to the Option Property.

(h) **Special Risk Areas.** A portion of the Option Property is located within an area of flood hazard.

(i) **Tax Withholding.** Optionee is not required to withhold taxes from the payment of sale proceeds to Optionor under the Internal Revenue code or any applicable federal, state, or local tax laws.

(u) **Streets and Highways.** Optionor has not received written notice of any existing, and, to Optionor's knowledge, there are no proposed, plans to widen, modify or realign any street adjoining the Option Property.

(v) **Material Facts.** Neither this Agreement nor any certificate, statement or other document furnished or to be furnished to Optionee by or on behalf of Optionor in connection with the transaction contemplated hereunder and the exhibits hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(w) Optionor represents and warrants that (i) Optionor and its affiliates (A) are not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control (the "List", and (B) are not persons or entities with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Optionor constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (i.e., any person, entity or government subject to trade restrictions under applicable U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder), and (iii) Optionor has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

Optionor also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Optionor is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section shall not apply to any

person to the extent that such person's interest in Optionor is through a U.S. Publicly-Traded Entity.

5.2 Survival of Optionor's Representations and Warranties. The representations and warranties of Optionor set forth in Section 5.1 hereof, as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of nine (9) months.

5.3 Covenants of Optionor. Optionor hereby covenants with Optionee as follows:

(a) From the Effective Date hereof until the Closing or earlier termination of this Agreement, Optionor shall operate and maintain the Option Property in accordance with its customary business practices and shall keep the Option Property in good condition and repair, ordinary wear and tear and casualty excepted, and shall pay all costs for such upkeep.

(b) Except as provided hereinbelow, between the Effective Date and the Closing, Optionor agrees not to enter into any contract or agreement regarding the Option Property which cannot be canceled upon not less than thirty (30) days' notice and without payment of a cancellation fee without the prior written approval of Optionee, which approval shall not be unreasonably withheld, conditioned, or delayed. Optionor will submit to Optionee, prior to execution by Optionor, any such contract or agreement and Optionee shall have five (5) business days after its receipt thereof to notify Optionor in writing of either its approval or disapproval thereof. If Optionee fails to notify Optionor in writing of its approval or disapproval within the five (5) business day period set forth above, Optionee shall be deemed to have disapproved such contract or agreement.

(c) Optionor or its affiliates shall not commence any administration action or lawsuit or otherwise file any legal action against any party in connection with, or in any way related to, the Option Property without the prior written consent of Optionee, which consent may be withheld in Optionee's sole discretion.

5.4 Representations and Warranties of Optionee. Optionee hereby makes the following representations and warranties to Optionor as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(a) Organization and Authority. Optionee has been duly organized and is validly existing under the laws of the State of Delaware. Optionee has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Optionee is authorized to do so.

(b) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending or to Optionee's knowledge, threatened against Optionee which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) No Violations. Optionee represents and warrants to Optionor that this Agreement and all documents executed by Optionee which are to be delivered to Optionor at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Optionee is a party or to which Optionee is subject.

(d) Optionee represents and warrants that (i) Optionee and its affiliates (A) are not currently identified on the List, and (B) are not persons or entities with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Optionee constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as defined above), and (iii) Optionee has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

Optionee also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Optionee is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Optionee is through a U.S. Publicly-Traded Entity.

Each of the representations and warranties of Optionee contained in this Section shall be deemed remade by Optionee as of the Closing and shall survive the Closing for the same period of time as set forth in Section 5.2 hereof.

ARTICLE VI - DEFAULT

6.1 Default by Optionee. If the sale of the Option Property as contemplated hereunder is not consummated due to Optionee's refusal to close notwithstanding Optionor's performance of all obligations hereunder, Optionor, after providing written notice of such failure to perform to Optionee, and Optionee's failure to cure within thirty (30) days of Optionee's receipt of such notice (or such longer period of time as may be necessary to cure such failure using diligent efforts), shall be entitled, as its sole remedy, to terminate this Agreement and to receive payment of the Deposit from Escrow Holder as its full and liquidated damages in lieu of any additional recovery on account of Optionee's default, whereupon neither party shall have any further liability to the other hereunder. The parties acknowledge that in the event of Optionee's default hereunder it is impossible to compute exactly the damage that Optionor would suffer due to such failure. The parties have taken these facts into account in setting the amount of the Deposit hereunder and agree that the Deposit is the best estimate of the damage Optionor would suffer and the Deposit represents damage and not any penalty against Optionee.

6.2 Default by Optionor. In the event the sale of the Option Property as contemplated hereunder is not consummated due to Optionor's default hereunder (through no fault or breach by Optionee), Optionee shall, at Optionee's option, be entitled either (a) to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Optionor from any and all liability; or (b) to seek to enforce specific performance of the Optionor's obligation to convey the Option Property hereunder. Optionee shall be deemed to have elected to have waived its right to specific performance if Optionee fails to file suit for specific performance against the Optionor in a court having jurisdiction located in the county and state where the Option Property is located on or before sixty (60) days following the date upon which the Closing was to have occurred.

6.3 Recoverable Damages. Notwithstanding Sections 6.1 and 6.2 hereof, in no event shall the provisions of Sections 6.1 and 6.2 limit the damages recoverable by either party against the other party due to the other party's obligation to indemnify such party in accordance with this Agreement.

ARTICLE VII - RISK OF LOSS

7.1 Risk of Loss. In the event of loss or damage to the Option Property or any portion thereof, this Agreement shall remain in full force and effect. If Optionor performs repairs upon the Option Property, Optionor shall use reasonable efforts to commence and complete such repairs promptly, and the date of Closing shall be extended a reasonable period of time in order to allow for the completion of such repairs. If Optionor assigns a casualty claim to Optionee, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Optionor's insurance policy or the cost of such repairs as reasonably determined by Optionee. Upon Closing, full risk of loss with respect to the Option Property shall pass to Optionee.

ARTICLE VIII - BROKERAGE COMMISSIONS

8.1 Brokerage Commissions. With respect to the transaction contemplated by this Agreement, Optionor represents that it has not engaged or dealt with any broker or finder, and Optionee represents that it has not engaged or dealt with any broker or finder. Optionor agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the sale of the Option Property by Optionor to Optionee, Optionor will protect, indemnify, defend and hold Optionee free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith. The provisions of this section shall survive Closing or any termination of this Agreement.

ARTICLE IX - MISCELLANEOUS

9.1 Confidentiality. Optionor and its representatives shall hold in confidence all data and information obtained with respect to Optionee and its business, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Optionor may disclose (a) prior to the Closing, to the employees, lenders, consultants, accountants and attorneys of Optionor, any such data and information, if such persons agree to treat such data and information confidentially and (b) on and after the Closing, to the public, the fact that Optionee has acquired the Option Property.

9.2 Public Disclosure. Prior to and after the Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Optionee. The provisions of this Section 9.2 shall survive the Closing or any termination of this Agreement.

9.3 Assignment. Subject to the provisions of this Section 9.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Optionee may assign its rights under this Agreement. The provisions of this Section 9.3 shall survive the Closing or any termination of this Agreement.

9.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon delivery or refusal to accept delivery, or, in the case of email transmission, as of the date of the email transmission provided that such email is received prior to 5:00 p.m. Eastern Time. Unless

changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Optionor: CD 211 Property LLC
c/o Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110
Attention: [REDACTED]
Email: [REDACTED]

with a copy to: [REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

If to Optionee: Novo Riverside Commons LLC
c/o Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110
Attention: [REDACTED]
[REDACTED].com

with a copy to: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If Escrow Holder: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.6 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any confidentiality agreement executed in connection with the Option Property.

9.7 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. The provisions of this Section 9.7 shall survive Closing.

9.8 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.9 Electronic Signatures. In order to expedite the transaction contemplated herein, electronically transmitted or digital signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. Optionor and Optionee intend to be bound by the signatures on the electronically transmitted or digitally executed document, are aware that the other party will rely on the electronically transmitted or digital signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Option Property is located. Optionee and Optionor agree that the provisions of this Section 9.11 shall survive the Closing or any termination of this Agreement.

9.12 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Optionor and Optionee only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.13 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.14 Construction. The parties acknowledge that the parties and 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.

9.15 Recordation. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto, provided, however, a notice of such option may be recorded. The provisions of this Section 9.15 shall survive the Closing or any termination of this Agreement.

9.16 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

9.17 Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

OPTIONOR:

CD 211 PROPERTY LLC, a Delaware limited liability company

By: 
Name: Erik Rijnbout
Title: Authorized Signatory

OPTIONEE:

NOVO RIVERSIDE COMMONS LLC, a Massachusetts limited liability company

By: 
Name: Erik Rijnbout
Title: Authorized Signatory

EXHIBIT A
PLAN OF LAND

[follows this page]

EXHIBIT C
INSURANCE REQUIREMENTS

1. Commercial General Liability insurance in an amount no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate covering any personal injury or property damage arising from or connected to any entry onto or activities on or about the Option Property.
2. Statutory Worker's Compensation benefits including Employer's Liability with an amount no less than \$500,000.00 for each accident and \$500,000.00 for each employee, or as required by applicable law (whichever is greater).
3. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the inspection activities under this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 combined single limit.
4. Such insurance coverages shall be standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and rated in Best's Insurance Guide (or replacement thereof) as having a general policy holder rating of "A-" or better and a financial rating of at least "VIII". Such policies (other than Worker's Compensation/Employer's Liability) shall provide a waiver of subrogation in favor of Optionor.

[REDACTED]

[REDACTED]

[REDACTED]

(Space Above This Line For Recorder's Use Only)

QUITCLAIM DEED

CD 211 PROPERTY LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110, for consideration paid and in full consideration of _____ Dollars (\$ _____ .00) Dollars, hereby grants to NOVO RIVERSIDE COMMONS LLC, a Delaware limited liability company with an address in care of Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, MA 02110, with QUITCLAIM COVENANTS, that certain real property, situated in the Town of Concord, County of Middlesex, Commonwealth of Massachusetts, known as 292 and 294 Baker Avenue, and more particularly described on Schedule 1 attached hereto and by this reference incorporated herein, together with all improvements located on such land and all rights, and appurtenances benefiting such land and the improvements thereon.

Being a portion of the same premises conveyed to the grantor by deed of 300 Baker Owner LLC, dated as of April 13, 2020 and recorded with the Middlesex South Registry of Deeds at Book 74476, Page 432.

Said premises are conveyed subject to and with the benefit of, as the case may be, all rights, restrictions, covenants, easements and reservations of record, if any, all insofar as the same may be now in force and applicable, and further subject to real estate taxes assessed for the current fiscal year, but not yet due and payable, which the grantee, by acceptance hereof, hereby assumes and agrees to pay.

[signature appears on following page]

[REDACTED]

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed dated as of _____, 202__.

CD 211 PROPERTY LLC,
a Delaware limited liability company

By: _____
Name:
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, as _____ of CD 211 Property LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of CD 211 Property LLC.

Notary Public:
My Commission Expires:

**SCHEDULE 1
LEGAL DESCRIPTION**

EXHIBIT E

**FORM OF FIRPTA CERTIFICATE
CERTIFICATE REGARDING FOREIGN INVESTMENT
IN REAL PROPERTY TAX ACT**

Section 1445 of the Internal Revenue Code provides that the transferee of a United States property interest must withhold tax if the transferor is a foreign person. To inform Novo Riverside Commons LLC (“Optionee”) that withholding of tax is not required upon the disposition of a United States real property interest by CD 211 Property LLC (“Optionor”), and with the knowledge that Optionee will rely upon the following statements, Optionor hereby certifies the following facts to Optionee:

1. Optionor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. The Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.
3. Optionor’s United States Employer Identification Number/Social Security Number is: _____.
4. Optionor’s office/home address is:

care of Taurus Investment Holdings, LLC
Two International Place, Suite 2710
Boston, MA 02110

Optionor understands that this certification may be disclosed to the Internal Revenue Service by Optionee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declare that I/we have examined this Certificate and, to the best of my/our knowledge and belief, it is true, correct and complete, and I/we further declare that I/we have authority to sign this document on behalf of Optionor.

Dated as of _____, 202__

OPTIONOR:

CD 211 PROPERTY LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT F
FORM OF
TITLE AFFIDAVIT

[REDACTED]

OWNER'S AFFIDAVIT/GAP INDEMNITY AGREEMENT
(To Induce Sale and/or Loan on Property and Title Insurance)

STATE / DISTRICT OF)
CITY / COUNTY OF)

Owner:

Commitment No.: NCS-_____-BOS1 (the
"Commitment")

The undersigned, being first duly sworn, and being duly authorized to do so on behalf of the Owner named above, hereby makes the following affidavit to [REDACTED]

1. The Owner is the Owner in fee simple of the Property known and described in the attached EXHIBIT A, and as further described in the Commitment (said property being hereinafter referred to as the Property); and there are no other parties who are in possession, or who have or claim a right to be in possession, of any part of Property, except for the tenants (as tenants only without option to purchase or right of first refusal) set forth in EXHIBIT B hereto. Owner's possession of the Property has been peaceable and undisturbed and Owner's title to the Property has never been disputed or questioned.
2. Except as disclosed in EXHIBIT C, (a) No person has furnished any labor, services, or materials in connection with the construction or repair of any buildings or improvements on any of the Property within the last ____ () days; (b) there are no unpaid amounts due for any labor, material, or services in connection with the construction or repair of any improvements on any of the Property, or with respect to the Property itself, that could form the basis of a lien thereon; (c) there are no outstanding contracts under which work is to be completed with regard to the Property; and (d) Owner has not received any notice of intention to file or record a lien in connection with any of the Property.
3. All real estate taxes and municipal or county charges currently due and owing with respect to each of the Property have been paid, or will be paid prior to the date on which same will become delinquent. There are no delinquent real estate taxes or unpaid current real estate taxes; nor any pending or levied assessments on the Property including, but not limited to, those for sidewalks, streets, and/or sewers and water lines.

4. There is no action or proceeding, including but not limited to bankruptcy or insolvency proceedings, pending by or against Owner in any state or federal court, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
5. As an inducement to First American to insure over any matters attaching or created during the "gap" in time between the last continuation of title and the recording of the appropriate deed, mortgage, or other instrument with respect to the Property, Undersigned shall promptly remove of record any matters filed of record during said gap period, and shall hold harmless and indemnify the Company for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising with respect to any such matters affecting any of the Property.
6. The undersigned has no knowledge of any current, uncured violation of covenants, conditions, or restrictions contained in any recorded instrument affecting the Property, and has received no notice or claim from any party of such violation.
7. The Owner has not received notice of any violations of zoning ordinances or building permits for the Property. There are currently no proceedings in any state or federal court with regard to the same.

This Affidavit is given with the understanding and intention that First American shall rely thereon in issuing the title insurance policies (the "Policies") which are based on each related Commitments. Owner shall hold harmless and indemnify First American for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising by reason of any material incorrectness of any of the statements contained herein, as such statement may pertain to any of the Property.

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF THE TITLE INSURANCE POLICIES.

Executed as of the ____ day of _____, 202____.

AFFIANT: _____

Title: _____

[INSERT APPROPRIATE NOTARY ACKNOWLEDGMENT FOR STATE OF EXECUTION]

EXHIBIT A
Description of Property

EXHIBIT B
Tenants

EXHIBIT C
Work

EXHIBIT G
LIST OF SPECIFIED LITIGATION

NONE

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number : 55891
Document Type : DEED
Recorded Date : April 15, 2020
Recorded Time : 04:00:24 PM

Recorded Book and Page : 74476 / 431
Number of Pages(including cover sheet) : 5
Receipt Number : 2449295
Recording Fee (including excise) : \$339,875.00

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 04/15/2020 04:00 PM
Ctrl# 316751 13965 Doc# 00055891
Fee: \$339,720.00 Cons: \$74,500,000.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.cambridgedeeds.com

After recording return to:

Michael B. Brodigan
Brodigan & Gardiner, LLP
40 Broad Street
Boston, MA 02109

QUITCLAIM DEED

300 BAKER OWNER LLC, a Delaware limited liability company (the "Grantor"), with an address of 120 Water Street, Third Floor, Boston MA 02109, for consideration of Seventy-Four Million Five Hundred Thousand and No/100th Dollars (\$74,500,000), grants to CD 211 Property LLC, a Delaware limited liability company, with an address of c/o Taurus Investment Holdings, LLC Two International Place Suite 2710 Boston, MA 02110,

with quitclaim covenants

the land known and numbered as 300 Baker Avenue, Concord, Middlesex County, Massachusetts, more particularly described on Exhibit A attached hereto, together with any improvements thereon, subject to taxes and assessments not yet due and payable, any existing easements, rights of way and other encumbrances and restrictions of record to the extent in force and applicable.

For reference to Grantor's title see Quitclaim Deed recorded in the Middlesex County South District Registry of Deeds in Book 68653, Page 454.

Grantor certifies that it has not elected to be taxed as a corporation for the current federal taxable year.

EXECUTED under seal as of the 13th day of April, 2020

**300 BAKER OWNER LLC,
a Delaware limited liability company**

**By: 300 Baker Venture LLC,
a Delaware limited liability company,
its sole member**

**By: NV Baker MM, LLC,
a Delaware limited liability company,
its administrative member**

**By: Novaya Real Estate Ventures,
LLC, a Massachusetts limited
liability company,
its managing member**

By: 

Name: Peter Carbone

Title: Manager

Duly Authorized Signatory

Commonwealth of Massachusetts)
)ss.
County of Suffolk)

On this 13th day of April, 2020, before me, the undersigned notary public, personally appeared Peter Calbone, III, Authorized Person of 300 Baker Owner LLC and Novaya Real Estate Ventures, LLC, as managing member of NV Baker MM, LLC, as administrative member of 300 Baker Venture LLC, the sole member of 300 Baker Owner LLC, proved to me through satisfactory evidence of identification, which were LIKON DRIVER, to be the person (or persons) whose name is signed on the preceding or a ached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as the voluntary act of 300 Baker Owner LLC.

Notary Public
Print Name: Sara Amzough
My commission expires: NOV 26, 2021

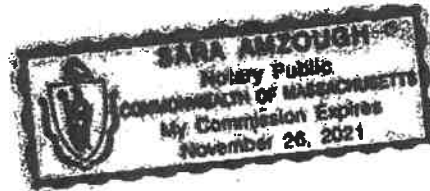


Exhibit A
Legal Description

THAT CERTAIN PARCEL OF LAND LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF MIDDLESEX, TOWN OF CONCORD, SITUATED ON THE SOUTHWESTERLY SIDELINE OF CONCORD TURNPIKE, THE WESTERLY SIDELINE OF BAKER AVENUE EXTENSION AND THE NORTHWESTERLY SIDELINE OF BAKER AVENUE, AND IS SHOWN AS LOT B-1 ON "PLAN OF LAND, CONCORD MEADOWS CORPORATE CENTER, 300-320 BAKER AVENUE, CONCORD, MASSACHUSETTS (MIDDLESEX COUNTY)", PREPARED BY BEALS AND THOMAS, INC., DATED JANUARY 26, 2012, LAST REVISED NOVEMBER 12, 2014 AND RECORDED AT THE MIDDLESEX COUNTY (SOUTHERN DISTRICT) REGISTRY OF DEEDS AS PLAN NO. 989 OF 2014.