SECTION 4: EVIDENCE OF SITE CONTROL
STANDARD FORM
PURCHASE AND SALE AGREEMENT

This ___ th day of January, ___ 2014

1. PARTIES AND MAILING ADDRESSES

Margaret Trum Golibersuch, Bernard Michael Trum, and John M. Trum, Trustees of the Mary Margaret 1996 Revocable Trust, ud/t dated July 15, 1996, being an unrecorded trust hereinafter called the SELLER, agrees to SELL and

Trask, Inc., having an address of 30 Turnpike Road, Suite 8, Southborough, MA 01772

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Two (2) certain parcels of land located at 247 Washington Street, Sherborn, MA and shown as Lot 2 on plan recorded in the Middlesex South District Registry of Deeds as Plan 743 of 2012 and shown as Lot 3R on plan recorded in the Middlesex South District Registry of Deeds as Plan 661 of 2013 (said Lot 3R being a portion of Lot 3 as shown on Plan 743 of 2012). For title, see Quitclaim Deed recorded with the Middlesex South District Registry of Deeds in Book 43833, Page 221 and Estate of Mary Margaret Trum, Middlesex Probate 06-P-3100EP1.

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith (including, if any, all well to well carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantles, outside television antennas, fences, gates, trees, shrubs, plants, AND ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers. All appliances and fixtures are in as is condition, but excluding:

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery or such deed;
(d) Any liens for municipal betterment assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed 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 form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00) Dollars

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

$ 41,500.00 have been paid as a deposit this day and

$ 1,000.00 have been paid with the Offer to Purchase;

$ 807,500.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier’s, treasurer’s or bank check(s).

$ 850,000.00 TOTAL
8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered within five (5) business days of BUYER'S receipt of all desired permits from the Town of Sherborn or eight (8) months from the date of this Agreement, whichever first occurs, at the Middlesex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

BUYER shall have the option to extend the time for performance hereunder for two (2) periods of three (3) months each, so long as BUYER pays to SELLER a non-refundable extension fee of Fifteen Thousand and 00/100 ($15,000.00) Dollars for each three (3) month extension period requested by BUYER. BUYER and SELLER acknowledge and agree that the extension fee shall not be credited against the Purchase Price hereunder.

9. POSSESSION and CONDITION of PREMISE (attach a list of exceptions, if any)

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO (PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, as all herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO (PERFECT TITLE OR MAKE PREMISE CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery or said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

"Insert amount (List additional types of insurance and amounts as agreed)

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Fire and Extended Coverage</td>
<td>$</td>
</tr>
<tr>
<td>(b)</td>
<td>As Presently Insured</td>
</tr>
</tbody>
</table>
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below. Taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENTS OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER’s FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker’s fee for professional services of Per MLS Listing is due from the SELLER to Century 21 Commonwealth, Wellesley.

Only if, as, and when a deed is recorded and proceeds received and not otherwise. the broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker’s fee for professional services according to this contract, whichever is the lesser.

19. BROKER(S) WARRANTY
(fill in name)
The Broker(s) named herein Century 21 Commonwealth, Wellesley warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT
(fill in name)
All deposits made hereunder shall be held in escrow by Century 21 Commonwealth, Wellesley as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER.

21. BUYER’s DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER’s agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be the SELLER’s sole remedy in law and in equity.

22. RELEASE BY HUSBAND OR WIFE
The SELLER’s spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY
The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE SHAREHOLDER BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS (fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
NONE
26. **MORTGAGE CONTINGENCY CLAUSE** (or fill if not provided for in Offer to Purchase)

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of __________ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before __________, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), or agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provision on or before __________.

27. **CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. **LEAD PAINT LAW**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. **ADDITIONAL PROVISIONS**

The initiated riders, if any, attached hereto, are incorporated herein by reference.

See Rider A attached hereto and incorporated herein.

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

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

MARY MARGARET 1996 REVOCABLE TRUST (SELLER)

BY: MARGARET TRUM GOLIBERSUCH, TRUSTEE

BY: BERNARD MICHAEL TRUM, TRUSTEE

BY: JOHN M. TRUM, TRUSTEE

TRASK, INC. (BUYER)

BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER

BROKER(S)

M:\DOCS\Sandrai Purchase & Sale\&BS\Trum\Estate\Washington Street\Sherborn to Trask Inc..doc
28. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for In Offer to Purchase)

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts to obtain such loan cannot be obtained on or before ______, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s) or agent(s) for the SELLER, prior to the expiration of such time, whenupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and the agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have made diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provision or as below:

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(SELLER)

BY: MARGARET TRUM GOLIBERSUCH, TRUSTEE

BY: BERNARD MICHAEL TRUM, TRUSTEE

See Attached

TRASK, INC. (BUYER)

BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER

See Attached

BY: JOHN M. TRUM, TRUSTEE

BROKER(S)
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The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

The initial riders, if any, attached hereto, are incorporated herein by reference.

See Rider A attached hereto and incorporated herein.

For residential property constructed prior to 1978, Buyer must also have signed Lead Paint 'Property Transfer Notification Certification'.

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

Mary Margaret 1996 Revocable Trust (seller)  TRASK, INC. (buyer)

See Attached  BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER

By: Margaret Trum GoliberSuch, Trustee

By: Bernard Michael Trum, Trustee

By: John M. Trum, Trustee

Broker(s)
RIDER A

RIDER A TO PURCHASE AND SALE AGREEMENT BETWEEN MARGARET TRUM GOLIBERSUCH, BERNARD MICHAEL TRUM, AND JOHN M. TRUM, TRUSTEES OF THE MARY MARGARET 1996 REVOCABLE TRUST ("SELLER") AND TRASK, INC. ("BUYER") COVERING 247 WASHINGTON STREET, SHERBORN, MA ("PREMISES").

1. The Premises shall be considered to be in compliance with the provisions of this Agreement with respect to title so long as Title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner’s policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the “jacket” to such form or policy and those set forth in Paragraph 4 of the Agreement. The standards of REBA shall apply to any title question or issue.

2. Buyer acknowledges that this is a cash sale with no mortgage contingencies.

3. Buyer and Seller each hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice, prior to signing this Agreement.

4. Buyer shall have a ninety (90) day due diligence period from the date of this Agreement to conduct any and all desired inspections to determine if it desires to proceed with the purchase. During said time period, Buyer shall have a reasonable right of access to the Premises for the purpose of performing soil and other tests. All testing shall be at Buyer’s sole risk and expense. Buyer shall indemnify and hold Seller harmless from any claims or actions arising from Buyer’s access to the Premises under this provision. Buyer shall provide Seller with copies of all test results. Upon the expiration of the access period, Buyer shall restore the Premises to its original condition, at Buyer’s sole expense.

5. Buyer and Seller acknowledge that the Premises is subject to M.G.L. Chapter 61 and that Seller shall be responsible for obtaining a release of right of first refusal from the Town of Sherborn. Seller shall submit said release request upon the full execution of this Agreement.

6. Buyer and Seller agree that at the conclusion of the ninety (90) day due diligence period referenced above, and provided that the Town of Sherborn has issued a release of right of first refusal under M.G.L. Chapter 61, provided Buyer has not
elected to timely terminate the Agreement and receive all deposits returned, then all deposits made by Buyer hereunder shall be released to Seller by Century 21 Commonwealth, Wellesley. In the event that this Agreement is terminated after said release of deposits, the released deposits shall be non-refundable unless the termination of this Agreement occurs through fault of Seller. Buyer acknowledges that should this agreement be terminated, all work product related to the Premises shall become the property of Seller, free of all liens or work product claims.

EXECUTED UNDER SEAL THIS 13th DAY OF JANUARY, 2014.

MARY MARGARET 1996 REVOCABLE TRUST (SELLER)

BY: MARGARET TRUM GOLIBERSUCH, TRUSTEE

See Attached

BY: BERNARD MICHAEL TRUM, TRUSTEE

See Attached

BY: JOHN M. TRUM, TRUSTEE

TRASK, INC. (BUYER)

BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER

See Attached
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EXECUTED UNDER SEAL THIS 13TH DAY OF JANUARY, 2014.

MARY MARGARET 1996 REVOCABLE TRUST (SELLER)

See Attached

BY: MARGARET TRUM GOLIBERSUCH, TRUSTEE

BY: BERNARD MICHAEL TRUM, TRUSTEE

See Attached

BY: JOHN M. TRUM, TRUSTEE

TRASK, INC. (BUYER)

BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER

My OCC'S Purchese A Deed Rider: Seller Vacant Land, Trum Real Estate Washington Street, Sherborn to Trask Inc.
elected to timely terminate the Agreement and receive all deposits returned, then all deposits made by Buyer hereunder shall be released to Seller by Century 21 Commonwealth, Wellesley. In the event that this Agreement is terminated after said release of deposits, the released deposits shall be non-refundable unless the termination of this Agreement occurs through fault of Seller. Buyer acknowledges that should this agreement be terminated, all work product related to the Premises shall become the property of Seller, free of all liens or work product claims.

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MARY MARGARET 1996 REVOCABLE TRUST (SELLER)  

TRASK, INC. (BUYER)  

BY: MARGARET TRUM GOLIBERSUCH, TRUSTEE  

BY: BENJAMIN T. STEVENS, PRESIDENT AND TREASURER  

See Attached  

BY: BERNARD MICHAEL TRUM, TRUSTEE  

See Attached  

BY: JOHN M. TRUM, TRUSTEE
Monday, August 25, 2014

Margaret Trum Golibersuch
9498 Sylvan Dell
Columbia, MD. 21045

Re: 247 Washington Street, Sherborn Ma. 01770

Margaret-

Enclosed with this letter, please find a check made payable to you in the amount of $15,000.00. This is to invoke the first of two options to extend the closing date as outlined in the Purchase & Sale Agreement dated January 13, 2014. Your receipt of this check confirms an extension from September 13, 2014 to December 13, 2014.

Thank you-

Trask Development
30 Turnpike Road
Suite 8
Southborough, Ma. 01772
Margaret Trum Golibersuch
Land Purchase 247 Washington St
3 month extension 247 Washington Street Sherborn
8/25/2014
15,000.00

MIDDLESEX Checkin
3 month extension 247 Washington Street Sher

PRODUCT DL103
USE WITH 91053 ENVELOPE
December 4, 2014

Margaret Trum Golibersuch
9498 Sylvan Dell
Columbia, MD. 21045

Re: 247 Washington Street, Sherborn Ma. 01770

Margaret-

Enclosed with this letter, please find a check made payable to you in the amount of $15,000.00. This is to invoke the second of two options to extend the closing date as outlined in the Purchase & Sale Agreement dated January 13, 2014. Your receipt of this check confirms an extension from December 13, 2014 to March 13, 2015.

Thank you-

Ben Stevens

Trask Development
30 Turnpike Road
Suite 8
Southborough, Ma. 01772
Margaret Trum Golibersuch
1961 · Land Purchase 247 Washington S  2nd option for extension of closing date 247 Washing
12/3/2014  15,000.00

MIDDLESEX Checkin  closing date extension 12/13/14-3/13/15  15,000.00
March 14, 2014

Benjamin Stevens
Trask Incorporated
30 Turnpike Road, Suite 8
Southborough, MA 01772

RE: 247 Washington Street, Sherborn, MA

Dear Mr. Stevens:

At their meeting of March 13, 2014, the Board of Selectmen voted unanimously to waive its right of first refusal regarding the sale of 27 Washington Street, Sherborn, MA.

Regards,

David R. Williams
Town Administrator