

PURCHASE AND SALE AGREEMENT

**The Village at Shepley Hill,
McGovern Way/Legacy Lane Groton, Massachusetts**

AGREEMENT made this ____ day of _____, 202_, by and between Shepley Hill Capital Partners, LLC, a Massachusetts limited liability company with a mailing address at P.O. Box 1044, Sudbury, MA 01776 (“Seller”) and _____, with a mailing address at _____ (“Buyer”).

In consideration of the mutual promises contained in this Agreement, Buyer and Seller hereby agree as follows:

1. BASIC INFORMATION:

(a) ____ McGovern Way/Legacy Lane, an _____ style unit at the Village at Shepley Hill Condominium (the “Condominium”), a condominium to be formed pursuant to Master Deed to be recorded with the Middlesex South District of the Registry of Deeds as provided below (the “Master Deed”) and also governed by the terms and provisions of the Declaration of Trust of Shepley Hill Condominium Trust to be recorded with Middlesex South Registry of Deeds together with an undivided ____ percentage interest (the “Percentage Interest”) in the Condominium Common Areas and Facilities (as defined in Section 3, below) and as provided in the Master Deed of the Condominium, and other appurtenant rights and interests set forth in Section 3 below (the “Premises”). The Percentage Interest will diminish as future phases are added to the Condominium.

(b) **SELLER:** Shepley Hill Capital Partners, LLC
P.O. Box 1044
Sudbury, MA 01776

(c) **BUYER(s):** _____

(d) **ESCROW AGENT/BROKER:** Coldwell Banker Premier Communities

CO-BROKER (if any): _____

2. **PURCHASE PRICE: \$_____ (_____ HUNDRED AND _____ THOUSAND _____ HUNDRED DOLLARS)**

Total Purchase Price is to be paid as follows:

- A. \$_____. Deposit paid previously and will be applied to the Purchase Price at Closing.
- B. \$_____. Deposit to be paid herewith and will be applied to the Purchase Price at Closing.
- C. \$_____ balance due at closing by certified, treasurer's, or bank check, conveyancing attorney's IOLTA check, or wire transfer.

3. **THE PROJECT.**

The Seller is the developer of the project (the "Project") known as The Village at Shepley Hill Condominium being constructed on certain land known as and numbered 0 Longley Road containing approximately 46 acres (the "Land") located in Groton, Massachusetts, more particularly described in Exhibit A hereto. The Project is intended to consist of up to a maximum of twenty-six (26) duplex units located in thirteen (13) buildings (the "Buildings"). All units are limited to a maximum of two bedrooms per unit. The Condominium will be constructed in phases, each phase of which may include one or more buildings and related common areas and facilities or combinations thereof. Seller specifically reserves the right to develop the phases of the Project in any order it wishes and or not to not complete development of the Project. Notwithstanding the foregoing, Seller represents that its present intention (subject to force majeure and other causes beyond the Seller's reasonable control) is for the Project, upon completion, to have a maximum of 26 completed units.

Upon completion of the Project, all infrastructures, roadways, sidewalks and utilities within the lot lines of the Land will be included as common areas of the Condominium and the Town of Groton will have no obligation to maintain same. Approximately 39 acres of the Project Land will be subject to a permanent conservation restriction enforceable by the Groton Conservation Commission prior to the recording of the Master Deed for the Project.

The Unit will be subject to a restriction contained in the Master Deed for the Condominium that requires that 100% of the Units shall be occupied by at least one person who is 55 years of age. No one under the age of 18 shall be allowed to permanently reside in any Unit. As a condition to occupancy, all occupants must agree to abide by this age

restriction and the requirements contained in Attachment C to the Master Deed. At Closing, Purchaser will be required to execute an affidavit confirming its acknowledgement and compliance with said age restriction.

4. PREMISES.

The Unit will be constructed in the location shown on a plan entitled “ The Village at Shepley Hill, Located in Groton, MA and endorsed by the Groton Planning Board on April 8, 2021 and prepared by Meridian Associates”, and recorded with the Middlesex South County Registry of Deeds as Plan 976 of 2021 (the “Definitive Subdivision Plan”). and will at Closing be conveyed together with a _____ percent undivided interest in the common elements of the Condominium and subject to all terms and conditions set forth in the Condominium Documents or otherwise referenced in Exhibit A hereto. At the time of Closing, Seller will cause the Master Deed to be amended to formally incorporate the completed Unit into the Condominium and to record the floor plans for the Unit as required by the provisions of M.G.L. c. 183A.

The Unit will be constructed per the specifications in **Exhibit C** – Standard Features, and the layout per **Exhibit F**, with the right to substitute as noted in **Exhibit C**.

5. DEED.

The Seller shall convey the Premises to the Buyer, by a good and sufficient Quitclaim Unit Deed running to the Buyer, and said deed shall convey good and clear record and marketable title thereto, free from liens and encumbrances except:

- (a) provisions of existing building and zoning laws,
- (b) rights and obligations in party walls, whether or not the same are the subject of written agreement;
- (c) such taxes for the then-current period and condominium common area charges for the then current period as are not due and payable on the date of the delivery of such deed;
- (d) any liens for municipal betterments assessed after the date of this Agreement;
- (e) rights, obligations, easements, encumbrances, rules, regulations and restrictions and all other provisions referred to or contained in the Condominium Documents;
- (f) provisions of the Act and the Condominium Documents including, without limitation, all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;
- (g) all restrictions, easements, encumbrances and conditions referred to in the Master Deed or Condominium Trust including without limitation those matters listed in Exhibit A hereto;

- (h) Other rights, easements and restrictions of record pertaining to the Premises so long as the same do not materially interfere with the intended use of the Premises for residential purposes.

6. INSPECTION OF PREMISES BY BUYER AND PUNCH-LIST ITEMS.

Buyer may inspect the Premises only at times mutually agreed to in advance by Buyer and Seller. See Exhibit E, Access Policy for additional details. Buyer hereby waives all claims against Seller for any injury or loss resulting from Buyer's presence on the Premises without permission of Seller and agrees to defend, indemnify and hold Seller, the Condominium Trust, and other Unit Owners harmless from any liability for any claims which may be asserted by anyone accompanying Buyer to the Premises without permission from Seller. Notwithstanding the foregoing, Buyer shall have the right to inspect the Premises prior to the day of Closing (the "Preoccupancy Inspection"). Seller shall provide Buyer with oral or written notice of the date and time of such inspections, to take place at any reasonable time and at the reasonable direction of Seller. Buyer shall not be permitted to make any inspection unless accompanied by Seller or its representative. Buyer shall indemnify Seller and hold Seller, the Condominium Trust and other Unit Owners harmless from all actions, suits, claims, liabilities, losses, damages and costs, including reasonable attorney's fees, arising from either (a) any personal injury suffered, upon entry to the Premises or the Condominium, by Buyer, its mortgage lender and their agents, or other invitees or agents of Buyer, on or about the Premises; or (b) property damage to the Premises caused by such entry, where such entry is made without Seller's permission and/or without being accompanied by Seller or its representative.

7. CLOSING.

Seller shall convey the Premises to Buyer at a closing (the "Closing") that will take place at the Middlesex South District Registry of Deeds, or such other place as may be mutually determined by the parties in writing hereto. The estimated Closing date will take place between the months of _____ and _____ will be dependent on the Seller's construction schedule. The Seller shall provide Buyer, in writing, with a minimum of a twenty (20)-day, "date-certain" notice as to the impending date of closing, and time shall be of the essence with respect to such closing date.

Notwithstanding the foregoing, Buyer acknowledges that any dates set for commencing and completion of the Premises and such closing date are strictly estimates, subject to both the performance of others (for example, contractors, sub-contractors and inspectors), and to factors such as weather conditions, availability of labor and materials, etc. beyond Seller's control. The Seller shall incur no liability due to delays in completion of the Premises or Closing or delays in conveyance of the title for any reason. Pre-settlement occupancy/possession and expense reimbursement shall not be provided by Seller. Accordingly, Buyer is advised to be flexible in his/her long- and short- range planning and in moving arrangements to allow for the possibility of delays.

8. ACCEPTANCE OF DEED.

The acceptance and recording of a deed by the Buyer 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 express terms hereof, to be performed after the delivery of said deed.

9. TITLE.

If the Seller shall be unable to give title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, (at a cost to Seller not to exceed \$5,000.00, exclusive of costs incurred to discharge any mortgages or voluntary liens), to remove any defects in title, deliver possession as provided herein, or to make the 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 of performance hereunder, and the time for performance hereunder shall be extended for a period of up to sixty (60) days. If, at the expiration of the extended time, the Seller shall have failed to so remove any defects in title, deliver possession, or to make the said 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.

10. CONDOMINIUM PRESENTATION

The Condominium will be created pursuant to the provisions of Chapter 183A of the Massachusetts General Laws (the "Act") by recording the Master Deed of the Shepley Hill Condominium referenced above and the Declaration of Trust of The Shepley Hill Condominium Trust (the "Condominium Trust"). Drafts of the Master Deed and The Condominium Trust have been provided to the Buyer along with a copy of the proposed limited warranty for the Unit and the forecasted condominium budget for calendar year 2022. The Master Deed, Condominium Trust, Limited Warranty and Condominium Budget are sometimes hereinafter referred to as the "Condominium Documents."

Buyer shall have seven (7) days from the date of receipt of the Condominium Documents ("Buyer's Condominium Document Review Period") to review the same. If for any reason Buyer is unsatisfied with the form or contents of the Condominium Documents, Buyer shall have the right to terminate this Agreement by written notice to the Seller given on or before such seventh day, and upon such notice, this Agreement shall be deemed terminated, all deposits paid by Buyer shall be promptly returned to Buyer and this Agreement shall thereupon be null and void and without further recourse to either party. If Buyer shall fail to provide such notice on or before the seventh day, Buyer shall be deemed to have waived its rights under this paragraph to object to the form or contents of the Condominium Documents. Notwithstanding the foregoing, Seller shall have the right, after the conclusion of Buyer's Condominium Document Review Period, to make further minor changes and amendments to the Condominium Documents to correct typographical errors or to address regulatory, compliance, marketing or construction

standards, provided that such changes do not materially impact the Unit or the rights and obligations of the Buyer hereunder.

This Purchase and Sale Agreement and the Condominium Documents contain the entire agreement between the parties and may be canceled, modified, or amended only by a written instrument executed by both the Seller and the Buyer. The Buyer has relied only upon the information contained herein. No oral warranties, representations or statements shall be considered a part hereof. Information furnished to the Buyer concerning mortgage financing, operating expenses of the Condominium, and real estate taxes for individual units is thought to be reliable, but the Seller does not warrant the accuracy of projections or expectations. The Seller has no way of assuring what valuation or tax rate will be imposed in the future, nor what the maintenance or operating costs of the Condominium will be in the future.

11. POSSESSION.

Seller shall deliver possession of the Premises to Buyer as of the date of Closing, free and clear of all tenants and other personal property except as mentioned herein. At the time Seller delivers such possession, the Premises will be substantially complete, meaning that the Seller has received a Certificate of Occupancy for the Premises from the Town of Groton. There will be no delay of the Closing nor any escrow or holdback of any kind created at the Closing on account of so-called punch-list items remaining to be completed after substantial completion.

12. PRORATIONS.

All charges for taxes and assessments for the then current year and common assessments and expenses for the then current month and for utilities will be prorated as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, from the Purchase Price payable by the Buyer at the time of delivery of the deed. If the Premises are not separately assessed for real estate tax purposes for the current fiscal year, then Buyer shall pay to Seller the Buyer's pro rata portion of the real estate taxes assessed on the Condominium, based upon such reasonable and equitable basis as may be determined by Seller, with a reapportionment as soon as the new tax rate and valuation can be ascertained. Seller reserves the right to estimate any such expected tax for the purpose of performing the proration's for the Closing.

At closing, Buyer shall pay to the Shepley Hill Condominium Trust the following amounts: the Unit's pro-rata, proportionate share of one month of the condominium fee, the first full month of the condominium fee, and a working capital reserve payment equal to four months of the condominium fee.

13. INSURANCE.

Seller shall, until Closing, keep the improvements on the Premises insured against fire, with extended coverage in an amount equal to the replacement value of such improvements. In case of loss, Seller shall restore the Premises and any excess insurance proceeds shall be paid to Buyer at the time of delivery of the deed to Buyer, provided however, if the loss exceeds twenty percent (20%) of the Purchase Price then either party may, at its option, rescind this Agreement by providing written notice to the other within fourteen (14) days after the determination of the

amount of the loss, in which event the Deposit will be returned to Buyer and this Agreement will be null and void and neither party will have any further recourse, rights or duties hereunder.

Risk of loss shall remain with Seller until the delivery and recording of the deed.

At the Closing, Seller shall deliver to Buyer a certificate of the condominium insurance as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the Buyer. All such insurance secured by Buyer shall contain provisions waiving the insurer's right to subrogation and contribution.

14. WARRANTY.

At closing, Seller shall provide Buyer with a Limited Home Warranty Agreement substantially in the form attached hereto as Exhibit D Limited Home Warranty Agreement. Seller expressly disclaims and excludes, and Buyer expressly waives, all other warranties either express or implied. Seller's liability, whether in tort or in contract, under any warranty, in negligence or otherwise, is limited to the remedy provided in the Limited Home Warranty Agreement. Under no circumstances will Seller be liable for any special, direct, indirect or consequential damages, including without limitation, any damages based on a claimed diminution in the value of the Premises, except in the case of Seller's fraud or intentional misconduct.

As to items not of Seller's manufacture, such as any air conditioning equipment, furnace, water heater, refrigerator, range, dishwasher and all other appliances, equipment or consumer products as defined by the Federal Trade Commission, Seller shall assign and pass along to Buyer the manufacturer's warranty, if any, without recourse. Seller makes no warranty as to such items. The warranties set forth in this Agreement are solely for the benefit of the Buyer named herein and do not extend to any subsequent purchaser of the Premises. The Buyer acknowledges (i) that the Buyer has not been influenced to enter into this transaction by nor has he or she relied upon any warranties, representations or statements not otherwise expressly stated or incorporated herein or previously made in writing by the Seller; and (ii) no third party, including the Broker, is entitled to make any representations or warranties on behalf of Seller and Buyer has not relied upon any such third party representation or warranty in entering into this Agreement.

15. CONTINUATION OF CONSTRUCTION WORK.

Seller shall have the right, both before and after the delivery of the deed of the Premises to Buyer, to continue construction work on the Project, including, without limitation, other units, buildings, phases, homes, structures, site work, roadways, utilities and common areas and facilities within the Condominium. Buyer acknowledges that such site work and construction work may include, from time to time and without limitation, drilling, blasting, hammering and/or crushing of rock and/or ledge. Buyer may not refuse to close or to accept delivery of the deed because of such construction work or construction which is the result of Buyer's request for changes or modifications to the Premises. Seller shall, in all events, protect and indemnify Buyer from and against costs and expenses related to mechanics' and materials' liens on the Premises relating to work done or contracted for by Seller.

The provisions of this paragraph shall survive the delivery of the deed.

16. BROKER.

The parties agree that Coldwell Banker Premier Communities the (“Seller’s Broker”), brought about this transaction as the agent of Seller and will be entitled to a commission of up to 4.5% from the Seller, and Seller’s Broker may pay to Co-Broker a commission of up to 2.00%, if a Co-Broker has been identified in this transaction. All commissions are calculated based on the Purchase Price, excluding Options and Upgrades, if, as and when the Closing is consummated and the full Purchase Price is paid and the Deed is recorded, and not otherwise. If any claim on behalf of any other broker or agent, other than the Broker(s) identified above, is made or upheld, then the party against or through whom such claim is made, shall defend, indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including, without limitation, reasonable attorneys’ fees.

The Broker(s) named herein warrant(s) that they are duly licensed brokers as such by the Commonwealth of Massachusetts. 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.

17. DEFAULT.

In the event that Buyer defaults under this Agreement, Seller shall retain the Deposit and any Additional Deposit provided for in Section 21 as reasonable liquidated damages and not as a penalty, the parties acknowledging that the calculation of the exact amount of such Seller’s damages is not subject to precise determination as of this time, and neither Seller nor Buyer shall have any further recourse, rights or duties under this Agreement and this shall be Seller’s sole remedy at law or in equity.

In the event that Seller defaults under this Agreement and fails to timely cure same, all of the conditions to be met by Buyer having been satisfied, then Buyer’s sole remedies at law or in equity will be to either: (a) seek specific performance of the Agreement; (b) rescind this Agreement in writing, in which event the Deposit and the Additional Deposit will be returned to Buyer and neither party will have any further recourse, rights or duties hereunder, or (c) elect to proceed with said sale, as though all of the conditions to be met by Seller had been satisfied by the Seller without any further liability to Seller and without any reduction in the Purchase Price or credit to the Buyer. In no event will the Seller be liable beyond such remedy so elected by the Buyer, or for enhanced or consequential damages. In the event of a law suit among the parties hereunder, arising either prior to or subsequent to Closing, such action being initiated by either Buyer or Seller, the party against whom judgment in such action is made shall reimburse the other party for all reasonable legal fees and expenses.

18. DEPOSIT AND ESCROW AGENT.

All deposits made hereunder shall be held in escrow by the Seller’s Broker named above as Escrow Agent, subject to the terms of this Agreement and shall be duly accounted for at the time

for performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the Seller and the Buyer or by court order. Interest on the deposit shall not be paid or credited to Buyer either at closing or upon the earlier termination of this Agreement.

19. ON-SITE SEWAGE DISPOSAL SYSTEM (SEPTIC SYSTEM).

Seller has disclosed to the Buyer that an on-site sewage disposal system (the "System") is located on the Land, and that the provisions of Title 5 of the State Environmental Code, 310 C.M.R. §§ 15.00 et seq. as it may be amended from time to time (the "Title 5 Regulations")

Buyer understands and agrees that all future costs and expenses incurred in the operation, testing, maintenance, repair, upgrade and/or replacement of the septic system will be the responsibility of the Condominium and will be assessed to Buyer along with other common area expenses in accordance with the terms of the Condominium Documents.

Buyer further understands and acknowledges that state and local approvals for the System strictly limit the amount of flow permitted to be discharged through the System and that accordingly the Unit is strictly limited to a maximum of two "bedrooms" as that term is defined in 310 C.M.R. 15.002 and such limitation shall be expressly incorporated into the Unit Deed. As a result, Buyer acknowledges that no future alterations of the Premises will be allowed that would lead to an increase in the number of bedrooms contained in the Unit. The provisions of this Section shall survive delivery of the deed.

20. 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 Town of Groton stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

21. OPTIONS AND UPGRADES.

A. Base Upgrades.

Seller agrees that the Unit will be delivered at closing with the additional options and upgrades specified in **Exhibit B** or which are selected within thirty days of signing of this agreement and having been installed. At the time of selection of its options and upgrades, Buyer shall deliver to Seller as an Additional Deposit full payment of those options and upgrades selected, which Additional Deposit shall be non-refundable, except in the case of Seller's failure to perform its obligations under the Agreement. Buyer acknowledges and agrees that such Additional Deposit may be commingled with Seller's other funds and will be used by the Seller to complete the work listed on **Exhibit B**. Seller agrees to complete all such work in a good and workmanlike manner and to use commercially reasonable efforts to complete the same by the Closing Date, subject however to delays caused by events beyond the control of Contractor, including without limitation, the unavailability of utilities despite Contractor's reasonable efforts to provide same,

the failure of any subcontractor or supplier to perform the Work or supply material and to delays attributable to the Buyer.

Buyer specifically acknowledges that Seller's ability to meet the Closing Date is subject to Buyer's adherence to the timeframes for selection of finishes, colors, appliances, etc. The timetable to complete the selection process is no later than thirty days from the execution of this agreement.

All such work shall as it relates to options and upgrades will be subject to the provisions of the Limited Warranty included in the Condominium Presentation.

22. NOTICE

All notices and mailing of any nature contemplated hereunder shall be sufficient if in writing and shall be deemed effective two business days after being mailed by certified mail, return receipt requested, postage prepaid, or by Federal Express or other recognized overnight delivery service, all delivery charges prepaid, or by facsimile transmission followed by confirmation of transmission and addressed:

If to BUYER: at the address specified in Paragraph 1 above.

If to SELLER: at the address above, with a copy to:

Jack McElhinney, Esq.
63 Shore Road, Suite 23
Winchester, MA 01760
Fax No. (781) 721-3419
Email: jmcelh@aol.com

23. MISCELLANEOUS.

- (a) If Buyer is more than one person, then their liability under this Agreement will be joint and several.
- (b) The interpretation of this Agreement, and the rights and obligations of the Buyer and Seller hereunder, will be governed by the laws of the Commonwealth of Massachusetts.
- (c) Buyer shall not assign this Agreement without the express written permission of the Seller, which permission Seller may in its sole discretion deny.
- (d) The provisions and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. Modification or

amendment to this agreement may only be by written instrument executed by both the Seller and the Buyer.

- (e) All of the representations, statements and agreements heretofore made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying upon any statements or representations not embodied in this Agreement made by the other or on his behalf.
- (f) Acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained, except such obligations as are, by the terms hereof, to be performed after the delivery of said deed, such items only to survive the delivery of the deed hereunder.
- (g) Seller reserves the right to negotiate and accept additional back-up offers for the purchase and sale of the Premises, subject to this Agreement. If Buyer defaults or should this Agreement be terminated for any reason, then, in addition to any remedy provided herein, Seller shall have the right to proceed with the sale of the Premises pursuant to any back-up offers or agreements.
- (h) Buyer shall not record this Agreement in the Middlesex South Registry of Deeds or at any other public recording office. If any such recording is made by Buyer or its agents, Buyer will be in default of this Agreement, in which event it is voidable by Seller and Seller will be entitled to its remedies herein.
- (i) Facsimile or PDF signatures of the parties or their respective counsel shall be deemed originals and this Agreement may be executed in counterparts.
- (j) Buyer further agrees to be subject to and bound by all Rules and Regulations that may be properly promulgated by The Shepley Hill Condominium Trust.

*

NOTICE: THIS DOCUMENT IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the parties execute this Agreement this ____ day of _____, 202_.

Seller: Shepley Hill Capital Partners, LLC

Lawrence Smith, its duly authorized

Manager _____ Date

Witness

Buyer: _____ Date

Witness

Buyer: _____ Date

DRAFT

EXHIBIT A

The land situated on the westerly side of Longley Road and the Southerly side of Sand Hill Road, in Groton, Middlesex County, Massachusetts being shown as Lots 1 through 13, inclusive, and the areas entitled “McGovern Way” and “Legacy Lane” on the set of plans entitled “The Village at Shepley Hill, Sand Hill Road & Longley Road (Assessor’s Parcel 3226-2): last revised March 8, 2021; Applicant: Shepley Hill Capital Partners LLC.; Record Owner: H & G Realty Trust; Land Surveyor/Site Civil Engineer: Meridian Associates” said plan being comprised of multiple sheets recorded at said Registry of Deeds as Plan No. 976 of 2021. For purposes of clarity, Parcel A as shown on said plan is not part of the Premises. The land is subject to the following encumbrances of record:

1. Town of Groton, Massachusetts, Planning Board Covenant dated August 30, 2021 and recorded with said Deeds at Book 79458, Page 90.
2. Town of Groton, Earth Removal-Stormwater Advisory Committee, Full Stormwater Management Permit No. 2021-02, dated March 2, 2021 and recorded with said Deeds at Book 79514, Page 409.
3. Declaration of Restrictive Covenant, dated December 16, 2021 and recorded with said Deeds at Book 79501, Page 553.
4. Town of Groton, Planning Board Special Permit PB 2021-02, dated April 14, 2021 and recorded with said Deeds at Book 79458, Page 92
5. Notice of Decision, Groton Planning Board, Approval of a Definitive Plan, dated April 14, 2021 and recorded with said Deeds at Book 79548, Page 104.
6. Superseding Order of Conditions, (No. 169-1214) date November 24, 2021 and recorded with said Deeds at Book 79548, Page 153

(1) Exhibit B – Options and Upgrades
To Purchase and Sale Agreement

Options and Upgrades	-0-
Total	-0-

(1) Exhibit B to be amended per mutual agreement of Buyer and Seller(s) upon selection of options and upgrades per section 23 of this Purchase and Sale Agreement

The Village at Shepley Hill

Exhibit C – Standard Features

FOUNDATION:

- 10" cast-in-place concrete foundation walls, 12" cast-in-place wall separating the 2 homes
- Interior and exterior foundation drains around perimeter

FRAMING:

- 2"x6" framing 16" on center in most locations
- Floor and roof are engineered I-joist and truss systems
- Zip System exterior walls and roof sheathing
- Ice/Water Shield underlayment at all hips, valleys, dormers, rakes and eaves
- Roof: 30 yr. architectural asphalt roof shingles
- AdvanTec ¾" tongue and groove floor sheathing glued and nailed
- Independent 2-hour fire-rated wall and floor framing between homes, noise and vibration dampening shaft liner system

EXTERIOR:

- 36" Insulated front door w/side lights
- Rear wall lanterns
- Two exterior frost-free hose bibs
- Two exterior electrical GFI outlets
- Low maintenance cedar shake, board/batten and clapboard siding (see marketing plans)
- Exterior trim fascia and rake boards in white pvc
- Soffits in white vinyl on eaves and front porch
- Aluminum gutters and downspouts leading to infiltration systems per plan
- Main entrance way w/tapered columns and composite decking
- Rear patio pavers or decks per marketing plans
- Privacy panel along adjoining walls between units at rear of building on living level
- Bituminous asphalt driveway
- Walkway paver material from driveway to front door
- Paradigm white tilt-in, double hung, low E insulated double pane w/argon gas filled between panes, captured grilles, vinyl frame and full screens for operable windows

BASEMENT UNFINISHED:

- Stairwell from 1st floor – primed drywall walls (no trim)
- Wood handrail
- Passive radon mitigation system
- Non-walkout bulkhead access w/concrete staircase and steel door
- Walkout has a 6' vinyl sliding door
- Floor is 4" concrete slab w/vapor barrier w/approx. 7' 8" ceilings

WALLS/TRIM/DOORS:

- ½" dry wall w/smooth finish
- Two panel solid-core doors w/brushed chrome levers
- Garage 5/8" fire code drywall w/smooth finish
- Walls painted w/1 primer and 2 finish coats. Choice of Benjamin Moore matte finish paint
- Ceilings are smooth finish and painted white
- Trim painted w/1 prime and 2 coats semi-gloss latex
- 10' Ceilings – First floor
- 8' Ceilings – Second floor (Essex only)
- All doors, windows & cased openings in living areas are trimmed w/full sills, 3 ½" Windsor casing. Baseboards are 1 piece 5 ¼"
- Choice of shadow box and chair railing on lower walls or board and batten, w/crown molding in Living and Dining rooms

GARAGE:

- 2-Car interior fully painted – primer and white finished coat
- 2-Remote door openers, main system Wi-Fi connect
- 1-External keypad

LANDSCAPE:

- Foundation plantings – per landscape plans
- Irrigation system selected areas – Builder's choice
- Grass hydroseed lawn areas in front, rear & sides (where applicable)

FLOORING:

- Pre-finished 3 ¼" natural red oak hardwood in foyer, living, dining, powder room, kitchen and library
- Ceramic tile in primary bath, 2nd bath, laundry room per Builder's selection
- Carpet in all bedrooms, bedroom closets, lofts (where applicable)
- Stairway from 1st to 2nd floor (Essex only) – natural red oak treads and handrails w/white semi-gloss risers (per plan marketing plans)

CABINETRY & COUNTERTOPS:

- KraftMaid Renway Maple cabinets in Stain Finish for the kitchen, primary bath, and second bath per Builder's selection
- Granite counters in the kitchen per Builder's selection
- Granite counters in primary bath and 2nd bath w/white under-mount sinks

ENERGY EFFICIENCY:

- Energy Star features and Home Energy Rating System (HERS)
- Forced warm air high-efficiency two-zone gas with central air-conditioning. Energy recovery ventilation (ERV) unit included.
- Tank-less water heater, Wi-Fi controlled
- Closed-cell insulation throughout the exterior shell of the home
- Aero Barrier air seal throughout home
- 1 programmable digital thermostat per finished floor space
- R13 fiberglass batt insulation in the demising wall and bathroom walls for sound damping

ELECTRICAL:

- 200-amp service
- Each garage bay rough wired for future Level 2 electric vehicle charging
- Hard wired Wi-Fi smoke detectors w/battery backup and combination smoke/carbon monoxide detectors per building code
- GFI outlet in garage, kitchen, basement, exterior and baths
- Recessed lights – qty. of 10, locations chosen during the electrical review
- Lighting allowance of \$2,000 (Builder's Vendor)
- 4 cable lines and 2 telephone homerun outlets (smart home ready)

APPLIANCES:

- Kitchen appliance allowance of \$3,000
 - (refrigerator/freezer supplied and installed by Buyer)
- Washer & electric dryer hook-up w/vent to outside home
 - (washer/dryer supplied and installed by buyer)

PLUMBING:

- CPVC plumbing supply lines
- 16-gauge under-mount stainless steel single bowl sink in kitchen
- Single-lever Kohler chrome faucet w/spray head and soap dispenser in kitchen
- Water supply for the ice maker
- Toilets elongated comfort height
- Primary bath: Tiled shower, size per marketing plans, w/marble threshold w/decorative tile accent from Designer I selection and glass door, 5' soaking tub
- Bath #2: 5' fiberglass tub w/tile on shower walls
- Kohler 8" spread faucets in all bathrooms
- Pedestal sink in the powder room
- Home fire suppression system

MISC.:

- 36" Direct-vent zero clearance gas fireplace
- Primary bath - frameless glass shower door
- Painted fireplace mantle w/granite surround per Builder's selection
- Frameless mirrors, shower rod (2nd bath), towel rod, robe hook, towel ring and toilet paper holder
- Ventilated shelving in all closets and above washer/dryer location

**Original items replaced/not used are not credited or refunded to Buyer
Builder reserves the right to substitute products of equal or better quality**

Signed Buyer: _____

Signed Buyer _____

EXHIBIT D
Limited Warranty
To Purchase & Sale Agreement
Shepley Hill Condominium

This Limited Warranty (the "Warranty") is provided by Shepley Hill Capital Partners, LLC, P.O. Box 1044, Sudbury, MA 01776 (the "Seller") to _____ (the "Buyer") for address number _____ McGovern Way/Legacy Lane at The Village at Shepley Hill Condominium, (the "Premises" or "Home"). This Limited Warranty is also given to The Shepley Hill Condominium Trust (the "Trust"), but only to the extent of, and with respect to, those components of the Premises for which the maintenance repair and replacement is the responsibility of the Trust. This Limited Warranty is extended to the above-named Buyer only and is not transferable to, or enforceable by, any succeeding transferees or purchasers; provided, however, that in the event of the sale or transfer of the Premises by Buyer, this limited warranty shall remain in effect for the benefit of the Trust, for the balance of the Term of Coverage, but only to the extent of, and with respect to, those components of the Premises for which the maintenance, repair and replacement is the responsibility of the Trust.

Subject to the terms of this Limited Warranty, your Home is warranted for one (1) year against substantial nonconformity, with respect to both materials and workmanship, as relates to a) the structural components of your Home; b) the electrical, plumbing, and HVAC systems in your Home; and c) all other interior and exterior components of your Home. This Limited Warranty is given in lieu of any other warranties expressed or implied, oral or written; is limited in duration; and specifically excludes any liability for consequential or incidental damages.

TERM OF COVERAGE

The term of the various coverage under this Limited Warranty begins on the date of the conveyance of title to the Buyer (the "Date of Warranty"). Provided that written notice is received by Seller during the term of the Limited Warranty coverage, specifying exactly the defect being reported, and provided that Buyer has complied with all reasonable service policy requirements and/or procedures adopted by Seller, Seller's Limited Warranty will include the following coverage:

COVERAGE

1. **Structure:** For a period of one (1) year after the Date of Warranty the internal structural components of your home, which are not covered by other provisions of the Limited Warranty, will be free of substantial defects in materials and workmanship. Such structural components include footings and foundations, beams, girders, lintels, columns, bearing walls and partitions, roof framing systems, and floor framing

systems.

2. **Electrical, Plumbing and HVAC Systems**: For period of one (1) year after the Date of Warranty the electrical, plumbing, and HVAC systems of your home will be free of substantial defects in material and workmanship. Manufacturers' recommendations must be followed, or this section of the Warranty will be void.

A. **Electrical System**:

The electrical system, excluding light bulbs, is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. All wiring that is not capable of carrying the designated load to switches, receptacles and equipment; all circuit breakers and panels; and all switches, fixtures, outlets and ground fault circuit interrupters that do not operate as intended are covered by the Limited Warranty.

B. **Plumbing System**:

The plumbing system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Leaky valves and faucets; water hammer; interior drain, waste, vent and water pipes not adequately protected to prevent freezing and bursting during normally anticipated cold weather; leaks in any waste, vent or water piping; sanitary sewer lines, fixtures, and waste or drain lines that do not operate or drain properly due to improper construction; and defects in any service connections to the municipal water main or private water supply are covered by the Limited Warranty.

C. **HVAC System**:

The HVAC system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Seller warrants your heating system to be capable of heating your home to a temperature of 68-degrees Fahrenheit, as measured in the center of the room, at a height of six (6) feet above the floor, when the outside temperature is 0-degrees Fahrenheit or higher. Seller warrants your air conditioning system to be capable of maintaining a temperature of 75-degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor, under local outdoor summer design conditions. When the outside temperature exceeds 95-degrees Fahrenheit, the system shall maintain the inside temperature 15 degrees cooler than the outside temperature. Seller also warrants that all ductwork in unheated spaces, exclusive of the basement, shall be insulated; ductwork shall be intact and securely fastened; and refrigerant lines shall not leak.

3. Other Components of Your Home:

A. Basement:

Seller will remedy conditions of water trickling through walls or seeping through the floors for one (1) year. Should a water trickling or seepage problem occur, Seller shall correct the problem in whatever manner it deems appropriate in its sole discretion including, but not limited to, the installation of a sump pump. It is not possible to keep concrete from cracking, due to the nature of the material. Shrinkage cracks are not unusual and are inherent in the curing process. Seller shall not be required to repair any cracks in foundation walls, unless they are greater than 1/4" in width or they are actually allowing water to leak into the basement. In such event, Seller shall repair such non-structural cracks that are not leaking by surface patching. Seller shall repair cracks that are leaking by injecting a water-proofing material into the crack.

Damp basement walls or floors in a new home is common and is typically caused by condensation. Seller shall not be responsible for the installation of a dehumidifier that may be necessary to reduce such condensation.

Seller shall not be responsible for leaks caused by improper landscaping installed by Buyer and/or the Trust or by the failure of the Buyer and/or the Trust to maintain positive drainage away from the foundation. Leaking caused by rainfall greater than three inches in one occurrence, or by the equivalent in melting snow, is excluded from the provisions of this Limited Warranty.

B. Concrete Floors:

Seller shall repair all cracks in interior concrete slabs that exceed 1/4" in width or 3/16" in vertical displacement, which occur within one (1) year after the Date of Warranty, by filling, chipping out and surface patching, or other suitable method. Efflorescence on basement floors is considered a normal condition and does not require any action by Seller.

C. Roofing, Gutters and Downspouts:

For one (1) year after the date of Warranty, Seller warrants the roofing and flashing to be free of leaks that occur under normal weather conditions and warrants that shingles shall not blow off under wind velocities less than the manufacturer's standards or specifications. It shall be the responsibility of the Trust to ensure that gutters and downspouts are free of leaves and debris and that roof areas are free of excessive accumulations of snow and ice, both of which conditions are beyond Seller's control and may cause leaks that are not warranted against by seller. Similarly, Seller shall not be responsible for leaks caused by ice dams that are not the result of improper installation of attic insulation. Clogged gutters and downspouts can create ice dams and can otherwise create leaks that are not warranted against by Seller. It shall be the responsibility of the Trust to inspect the gutters. For one (1) year after the date of Warranty, Seller warrants gutters and downspouts against leaking and looseness, but only insofar as they are kept free of leaves and other debris by others.

D. Siding

For one (1) year after the Date of Warranty, Seller warrants the siding and trim to be installed properly and to not leak, bow, buckle, warp or split.

E. Insulation:

Seller warrants that insulation shall be installed around all habitable areas in thicknesses, R-value, and in a manner required by The Massachusetts State Building Code.

F. Floor Sheathing and Joists:

For one (1) year after the Date of Warranty, Seller will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible, within reasonable repair capability, and without removing the floor and ceiling finishes. A totally squeak-proof floor cannot be guaranteed.

G. Wall and Ceiling Framing:

For one (1) year after the Date of Warranty, Seller will repair any interior or exterior frame wall or ceiling that is bowed more than 3/8" within any 32-inch horizontal measurement; or more than 1/2" within any 8-foot vertical measurement.

H. Windows:

For one (1) year after the Date of Warranty, Seller will repair or replace any windows or window sashes that become inoperable, or that lose their seal between the double panes, so long as the problem requiring repair or replacement was not caused by Buyer's misuse or damage or damage caused by others.

I. Interior and Exterior Doors:

For one (1) year after the Date of Warranty, Seller will repair or replace any interior or exterior doors that do not properly close and fit that do not open and close freely without binding against the doorframe; where the lock bolt does not properly operate; or where the door drags on the floor surface.;

J. Drywall:

For one (1) year after the Date of Warranty, Seller will repair cracks that can be seen from a distance of 6 feet away from the wall under normal daylight, cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape. Painting will be touched up to match as closely as possible, provided that the original paint is a standard in the project and has not been repainted with some other color. Hairline cracks are not unusual, and the repair of cracks not exceeding 1/16-inch in width is not required under the applicable Construction Performance Guidelines;

K. Porcelain or Ceramic Tile, Marble, or Stone:

For one (1) year after the Date of Warranty, Seller will replace any cracked tiles, marble, or stone as well as re-secure any loose tiles, marble or stone. Seller shall also repair

grouting one time only within the first year of the Limited Warranty coverage. Hairline cracks in grout are normal and will not be repaired by Seller. It shall be Buyer's responsibility to seal and maintain sealing of the grout to prevent staining.

L. Carpeting:

For one (1) year after the Date of Warranty, Seller will repair or replace any defective carpeting, such as carpeting that does not meet at the seams, that stretches and loosens, or that separates from the point of attachment.

M. Hardwood Flooring:

For one (1) year after the Date of Warranty, Seller will repair or replace any defective hardwood flooring. Hardwood floors that swell or buckle will be replaced. Shrinkage and separation of floor boards is normal, and cracks will be repaired by filling and refinishing to match the wood surface as closely as possible. While the repair of cracks not exceeding 1/8-inch in width is not required under the applicable Construction Performance Guidelines, Seller agrees to repair such cracks once, and recommends that such cracks all be addressed at the end of the one-year Limited Warranty coverage.

N. Counter Tops:

For one (1) year after the Date of Warranty, Seller shall replace any granite counter tops that crack within the Limited Warranty coverage term, so long as such crack was not caused by Buyer's abuse. Separation of the countertop from the wall caused by shrinkage or settlement shall be caulked by Seller once, and it is recommended that such caulking be addressed at the end of the one-year Limited Warranty coverage.

O. Interior Trim:

For one (1) year after the Date of Warranty, provided that the original paint is a standard in the project and has not been repainted with some other color. Seller will repair or replace any defective molding and wainscoting that has split, cupped, warped, etc., or that has joints that are excessive in width. In most instances, caulking will be the acceptable remedy for shrinkage and the corresponding opening of joints, or the spaces between the molding and the wall. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

P. Painting:

For one (1) year after the Date of Warranty, Seller will repaint any surfaces where the initial paint flashes or where excessive knot & wood oils bleed through the finish paint surface. Additionally, Seller will touch up the paint whenever repairs are made to drywall and interior trim. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

Q. Fireplace and Chimney:

For one (1) year after the Date of Warranty, Seller will repair or replace any defective fireplace, fireplace surround, fireplace mantle, or fireplace chimney. Occasionally, high winds can cause temporary negative drafts. Negative drafts (also referred to as "down drafts") can also be caused by trees, steep hillsides, adjoining homes, or even the operation of your furnace Seller shall take the necessary steps to correct any down-draft problem caused by the improper construction of the fireplace. Seller shall replace or repair any loose or broken cultured stone on the exterior of the chimney and grout or caulk any excessive joints.

MANUFACTURERS' WARRANTIES

The Seller assigns and transfers to Buyer any and all manufacturers' warranties, including, but not limited to, those warranties appertaining to all appliances, water heaters, plumbing piping, HVAC equipment, cabinets, roofing, windows, siding, decking, railing, etc. At the closing, Seller will provide Buyer, and/or the Trust, with all documentation and warranty cards related to such manufacturers' warranties. Such warranties may include a specific procedure that must be followed to make the warranty effective, which may require notification or registration by you to the manufacturer, or may require that you mail the warranty card to the manufacturer. It shall be Buyer's responsibility to mail any such warranty cards or do whatever else is required by the manufacturer to register the appliances, equipment, or other items in accordance with any manufacturer's requirements. Any failure, on the part of Buyer, to follow such procedures shall not give rise to any expressed or implied warranty from Seller with respect to such appliances, equipment and other items otherwise covered by the manufacturers' warranties. It shall also be Buyer's responsibility to maintain, operate, and service any such appliances, equipment, and other items, covered by the manufacturers' warranties assigned to Buyer by Seller, as required by any such warranties.

Note: The Seller does not warrant the installation of any appliance; however, Seller will act as intermediary to assist Buyer in the resolution of any warranty issues exclusively related to the microwave, stove and/or oven and dishwasher that were installed by Seller or its subcontractors prior to conveyance.

EXCLUSIONS FROM COVERAGE

Seller specifically does not assume responsibility for any of the following, items, each of which explicitly excluded from this Limited warranty:

1. Defects in appliances or equipment that are covered by manufacturers' warranties. As these warranties have been assigned directly to you, each manufacturer's claim procedure must be followed where a covered defect appears in any of those items. Seller will assist Buyer in the corresponding claims procedure to the reasonable extent possible;
2. Pre-existing defects in items supplied by you or defects in items installed by you or anyone else other than Seller's own subcontractors. Seller shall not be responsible for work

performed by Seller's subcontractors, when such work was commissioned and paid for directly by you to such subcontractors;

3. Work done by Buyer or anyone other than Seller or Seller's subcontractors acting at Seller's direction;
4. Seller has the right to void all future warranties if work done in Unit by Buyer's subcontractor has connection to the original work done by Seller.
5. All Landscaping trees and shrubs after one season of growing. Growing season is any one summer, spring or fall.
6. Loss or damage resulting from abnormal loading on floors by the Buyer that exceeds design loads mandated by the Massachusetts Building Code;
7. Damage from plumbing and fittings that burst or otherwise leak as the result of the Buyer's failure to adequately heat the home;
8. Outside hose bibs and associated piping that burst from freezing;
9. Any damage from leaks that result from your negligence or your failure to take remedial action in a timely manner;
10. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of your home or its component parts or systems;
11. Consequential or incidental damages and any loss or damage that Buyer has not taken timely action to minimize;
12. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair
13. Replacement of any personal items for any reason
14. Any claims not filed by Buyer in a timely manner and in accordance with the Warranty Service Procedures set forth by Seller;
15. Loss or damage resulting from acts of God or force majeure;
16. Insect damage that occurs after you take title to your home;
17. Mildew or fungus that appears after you take title to your home except when caused by otherwise defective or negligent workmanship by the builder;
18. Damage caused by excess moisture that has not been removed by the installation of a dehumidifier. Dehumidifiers are to be supplied and installed by the Buyer.
19. Insignificant defects that are the result of characteristics common to materials used, such as, but not limited to, minor shrinkage, warping and deflection of wood; hairline cracks, nail pops and dimples in drywall; fading, chalking and checking of paint; shrinkage cracks in concrete, masonry cement and tile grout; and color variations in concrete, carpet, granite counter tops, ceramic tile, and hardwood flooring;
20. Conditions resulting from condensation on, or normal expansion or contraction of materials;
21. Infiltration of wind-driven rain or snow into roof vents, soffit vents, windows, exterior doors and under garage doors;
22. Roof or window leaks caused by ice dams, ice or snow build-up, or high winds or wind driven rain or snow;
23. Minor squeaks in floors;
24. Minor nail holes in exterior trim and in unfinished rooms or closets;
25. Wood doors that stick during occasional periods of high humidity;

26. Condensation collecting on window frame and glass surfaces when temperature differences are present;
27. Shrinkage cracks in concrete;
28. Deterioration, spalling, scaling, or pitting in concrete caused by salt, chemicals, mechanical implements or other factors beyond Seller's control;
29. Minor splits, cracks, checking, surface defects or color/texture irregularities in natural building materials such as wood, stone and concrete.
30. Occasional or temporary down drafts in the fireplace chimney not caused by improper installation of the fireplace or chimney, or malfunctions due to natural causes beyond Builder's control;
31. Glass breakage;
32. Basement bulkheads;
33. Noises in plumbing system due to water flow and pipe expansion in any part of the Unit;
34. Clogging of A/C condensate lines;
35. Minor noises caused by the expansion and contraction of HVAC ductwork;
36. Condensation on piping;
37. Finishes on light fixtures;

In addition, the following defects will be corrected by Seller ONLY IF: 1) they represent substantial non-conformity with the applicable construction standards and 2) they are noted in writing on the Pre-Closing Punch-List Form:

1. Defects in the appearance of interior and exterior finished surfaces on appliances, plumbing fixtures, counter tops, cabinets, window frames and glass, mirrors, flooring, walls, woodwork, etc.;
2. Scratches and chips in porcelain tile, ceramic tile, glass, kitchen and vanity counter tops, and plastic surfaces;
3. Scratches, rubs, and dents in metal painted and unpainted surfaces;
4. Tears, gouges, cuts and dents in vinyl surfaces;
5. Stains and irregularities in carpet and all other surfaces;
6. Scratches, chips, dents, splits, mars, rubs, and abrasions in woodwork, hardwood floors, built-ins and cabinet surfaces;
7. Scratches, dents, gouges, rubs, mars and other irregularities in decorative columns or in drywall surfaces;
8. Tears, runs, or other irregularities in window screens;
9. Scratched or broken glass or mirrors;
10. Loose screws, nuts or bolts; and
11. Missing items

The Fourth Edition of the Residential Construction Performance Guidelines, published by the National Association of Home Builders, as well as with the Sixth Edition of The Massachusetts State Building Code is to be used as the guidelines for coverage under this Limited Warranty. The structural defect warranty coverage is the same as that contained in

regulations of the Department of Housing and Urban Development in effect on the Date of Warranty.

IMPLIED WARRANTIES

All implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose and habitability, with respect to the Premises, are limited to the warranty periods set forth above in the "Coverage" section.

NO OTHER WARRANTIES

This Limited Warranty is the only warranty Seller will provide. Seller makes no warranties other than those described above. Seller's obligations under this Limited Warranty are limited to making the necessary repairs in a workmanlike manner.

WARRANTY CLAIM PROCEDURE

If you become aware of a defect as to either material or workmanship, which you believe is covered under this Limited Warranty, you should promptly notify Seller, in writing, by submitting a completed request to the warranty email address provided to you in your Notice of Conveyance. In completing this warranty claim, you should briefly describe the defect and advise Seller as to which days or times you would typically be available at home, so that Seller can schedule a service call appropriately. In the event of a problem of an emergency nature (for example, if a pipe bursts, or if you have no heat) you should telephone Seller immediately. Only service requests of an emergency nature will be accepted over the telephone. Seller shall not be required to respond to any warranty service requests that are inconsistent with the above claim's procedure.

SERVICE PROCEDURE

Upon receipt of a Service Warranty Request, Seller shall promptly notify you as to whether such defect is covered by this Limited Warranty, and, if the defect is so covered, Seller shall repair or replace the defective item component at no cost to you. Seller may decide, in its sole discretion, whether any minor or cosmetic defects discovered subsequent to closing and prior to the six-week post-occupancy walkthroughs should be addressed immediately or during the six-week post occupancy punch-list procedure. At Seller's discretion, any repairs or replacements will be accomplished either by Shepley Hill Capital Partners, LLC (the "Builder") directly, or by Builder's subcontractors, and either such party may, in their discretion, decide whether to repair or replace the defective item or component, in order to bring it into compliance with the applicable warranty performance guidelines.

BUYER'S COOPERATION

Buyer must cooperate with Seller, Builder, or Builder's subcontractors by being available during normal working hours, Monday through Friday, 7:00 a.m. through 4:00 p.m., to provide access to workmen. Additionally, Buyer, or Buyer's responsible representative, must be present in the home during the repair or replacement work to approve the repair or replacement, in writing, once completed. Buyer's continued failure to provide such cooperation shall absolve Seller of any further obligation to make the requested repair or replacement.

SEVERABILITY

In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Limited Warranty shall remain in full force and effect.

Date of Warranty: _____

Seller:

Shepley Hill Capital Partners, LLC
PO Box 1044
Sudbury, MA 01776

By: _____
Larry Smith

Date: _____

Buyer(s):

Buyer signature

Date: _____

Buyer signature

Date: _____

Exhibit E – Access Policy
To Purchase and Sale Agreement
Shepley Hill Capital Partners, LLC

Buyer hereby expressly acknowledges and agrees that access/entry into any of the buildings on the premises, including Buyer's unit, may involve certain insurance hazards, especially during periods of ongoing construction. In light of this risk, Seller is entitled to prohibit entry/access to the premises at Seller's discretion. Once construction begins, Buyer acknowledges and agrees that Buyer and Buyer's real estate agent (if applicable) will have no right of access/entry to the premises prior to delivery of the deed other than as delineated below. Furthermore, Seller hereby reserves the right to prohibit access or postpone entry by Buyer's appraiser or home inspect, if, in Seller's judgment, construction hazards pose an unacceptable risk.

Buyer and Buyer's real estate agent (if applicable) shall be entitled to enter the Buyer's unit only so long as Buyer/Agent is accompanied by a representative of the Seller, at the following stage of construction:

Stage 1: Rough-frame of unit (including rough electric, rough plumbing) prior to installation of insulation.

Buyer and Buyer's agents (including, if applicable, Buyer's real estate agent, Buyer's bank appraiser and Buyer's home inspector) shall be entitled to enter the Buyer's unit and the Buyer's unit only, so long as Buyer/Agent/Appraiser/Inspector is accompanied by a representative of the Seller, at the following stage of construction:

Stage 2: Walk through inspection of unit prior to closing.

Appointments for Buyer's Stage 1 and Stage 2 inspections shall be coordinated through the general contractor.

In the event of a breach of the foregoing, Buyer agrees to indemnify and hold Seller and Seller's representatives harmless from any loss or claim due to injury to Buyer, Buyer's agents or any persons accompanying Buyer onto the premises.

Buyer _____

Buyer _____

Exhibit F

DRAFT