Docusign Envelope ID: F1791CA4-125E-40D3-AFCD-92ADA9ECB603

PURCHASE AND SALE AGREEMENT

P.A.N.

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of January 14, 2026 (the "Effective Date"), by and between Paula A. Noons and Jeffery W. Rose, as Trustees of The Donald W. Noons Trust – 1998 u/i/t dated March 31, 1998 ("Seller") and GB Sand Pit Land LLC, a Massachusetts limited liability company ("Purchaser").

RECITALS

A. Seller is the owner of real property located at 2 Sand Pit Road and 9 Noons Drive, in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts ("Seller's Land"), which parcels are more particularly described and depicted in attached Exhibit A.

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, approximately 39.2 acres of Seller's Land, including a portion of that certain land currently identified as located to the southeast of Sand Pit Road and the entirety of the land currently identified as 9 Noons Drive (together with appurtenant access rights with the understanding and agreement that Seller is not selling and Purchaser is not purchasing or otherwise acquiring any fee interest, easement or other property right in, on or over the land identified as Sand Pit Road), all as depicted on Exhibit B hereto and as to be more specifically described by metes and bounds to be mutually agreed upon by Seller and Purchaser and to be attached hereof hereto as Exhibit C within thirty (30) business days from the date hereof (collectively, the "Property") in accordance with and subject to the terms and conditions set forth in this Agreement. In the event that Exhibit C referenced above is not mutually agreed upon and attached hereto within thirty (30) days, this Agreement shall terminate, the Earnest Money shall be returned to Purchaser, and neither party shall have any further rights or obligations under this Agreement except as otherwise provided herein. Further, in the event that a location of an easement to be granted by Seller to the public utility is not mutually agreed upon within thirty (30) days, this Agreement shall terminate, the Earnest Money shall be returned to Purchaser, and neither party shall have any further rights or obligations under this Agreement except as otherwise provided herein.

THEREFORE, in consideration of the above Recitals, the mutual covenants and agreements herein set forth and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. PURCHASE AND SALE.

Subject to and in accordance with the terms and conditions set forth in this Agreement, Purchaser shall purchase from Seller and Seller shall sell to Purchaser the Property.

2. PURCHASE PRICE.

The total consideration to be paid by Purchaser to Seller or Seller's designee (hereinafter, Seller and/or Seller's designee may be referred to individually or collectively as "Seller") for the Property is [redacted] (the "Purchase Price"). The Purchase Price shall be paid as follows:

2.1. Earnest Money.

2.1.1. Purchaser shall, within five (5) Business Days from the Effective Date, deliver to First American Title Insurance Company – NCS, 100 Federal Street, Ste 300, Boston, MA 02110 (the "Title Company") earnest money (the "Initial Deposit") in the sum of [redacted]). Within two (2) Business Days following the expiration of the Review Period, as defined below, Purchaser shall deposit into escrow and deliver to the Title Company the second deposit in the sum of Three [redacted]) (the "Second Deposit" and together with the Initial Deposit, collectively the "Earnest Money"). The term "Earnest Money" referred to hereunder, shall be the Initial Deposit, the Second Deposit (if applicable), and any interest earned thereon net of investment costs. The Earnest Money shall be held in an interest bearing account at an insured institution, mutually acceptable to Purchaser and Seller. The Earnest Money, including all interest earned thereon, shall be applied to the Purchase Price, except as otherwise provided herein. Any and all interest earned on the Earnest Money shall be reported to Purchaser's federal tax identification number. All fees and other costs and expenses owed to the Title Company shall be borne by Purchaser and shall not be credited against or applied to the Purchase Price.

2.1.2. If the transaction closes in accordance with the terms of this Agreement, at Closing, Purchaser will receive a credit against the Purchase Price in the amount of the Earnest Money and the Earnest Money shall be delivered by Title Company to Seller as part payment of the Purchase Price. If the transaction fails to close due to a default on the part of Purchaser, Seller shall have the remedy options provided for in Section 8.2 below. If the transaction fails to close due to a default on the part of Seller, Purchaser shall have the remedy options provided for in Section 8.1 below.

2.2. Independent Consideration. Within two (2) Business Days after the Effective Date of this Agreement, and on the first day of each month thereafter until the earlier of the Closing Date or the date of termination of this Agreement, Purchaser shall pay directly to Seller an amount equal to [redacted]) per month, which amount shall be deemed separate contract consideration hereunder and which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement (the "Independent Consideration"). Except as otherwise set forth herein, all such Independent Consideration shall be non-refundable to Purchaser but shall be credited to the Purchase Price if the purchase of the Property is completed in accordance with the terms of this Agreement.

2.3. Immediately Available Funds at Closing. At Closing, Purchaser shall pay to Seller, with current, federal funds wire transferred to the Title Company, which the Title Company then shall disburse in accordance with closing escrow instructions mutually acceptable to Purchaser and Seller (the "Escrow Instructions"), an amount equal to the Purchase Price, minus the sum of the Earnest Money which Seller shall receive at Closing from the Title Company, minus all Independent Consideration paid to Seller, and plus or minus, as the case may require, the closing prorations and adjustments to be made pursuant to Section 5.4 below.

3. SELLER DELIVERABLES; EVIDENCE OF TITLE.

3.1. Title Insurance. Seller shall, within ten (10) days after the date of this Agreement, deliver to Purchaser, unless previously provided to Purchaser, (1) a copy of the most recent owner's title insurance policies issued in connection with the Property, and (2) all title exception documents listed therein, provided in each instance only to the extent that the same are in Seller's possession. Purchaser, at its option and expense, may order a commitment for an ALTA Owner's Policy of Title Insurance for the Property (the "Title Commitment"). Purchaser shall have until the date which is five (5) business days prior to the expiration of the Review Period as defined in Section 4.1 (the "Title Review Period"), to give Seller a detailed notice objecting to any exception or condition contained in the Title Commitment or shown on the Survey, if any. The term "Survey", as used in this Section 3.1, means only the most current ALTA survey of the Property as of the expiration of the Review Period. Purchaser shall not be required to object to matters arising from any current mortgage financing encumbering the Property. If Purchaser does not give notice of any objections to Seller within the Title Review Period, Purchaser shall be deemed to have approved the title as shown in the Title Commitment, the title exceptions (except for matters securing or perfecting any current mortgage financing encumbering the Property), and all matters shown on the Survey. If Purchaser provides timely objections, Seller shall have five (5) business days after receipt of Purchaser's notice (the "Title Cure Period") in which to elect, by written notice to Purchaser, to cure or attempt to cure Purchaser's objections; provided, however, notwithstanding the foregoing, Seller shall have no obligation whatsoever to cure or attempt to cure any of Purchaser's objections. If Purchaser provides timely objections, and if all of Purchaser's objections are not cured (or agreed to be cured by Seller or to be insured over by the Title Company prior to Closing) within the Title Cure Period for any reason, then, within three (3) days after the last day of the Title Cure Period, Purchaser shall, as its sole and exclusive remedy, waiving all other remedies, either: (a) terminate this Agreement by giving a termination notice to Seller, at which time Title Company shall return the Earnest Money to Purchaser, and Seller shall return all Independent Consideration paid to Seller, or (b) waive the uncured objections and thereby be deemed to have approved the Purchaser's title as shown in the Title Commitment, the title exception documents, and the Survey. If Seller does not timely receive notice of Purchaser's election to terminate under this Section 3.1, Purchaser will be deemed to have waived the uncured objections and to approve the title as shown in the Title Commitment, the title exception documents (except for matters securing or perfecting any current mortgage financing encumbering the Property), and the Survey. All exceptions shown in the Title Commitment, the title exception documents, and the Survey that are not cured within the Title Cure Period, shall be the "Permitted Exceptions."

3.2. Survey. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser a copy of any most recent existing survey (if any) for the Property in Seller's possession. Purchaser may obtain, at Purchaser's sole option and cost, and deliver to Seller, and the Title Company, on or before the last day of the Review Period an updated or new as-built survey of the Property (the "Survey") prepared by the surveyor selected by Purchaser.

3.3. Other Documents. In connection with Purchaser's due diligence inspections, Seller shall furnish to Purchaser electronic copies of all permits, licenses, certificates, authorizations, contracts, summaries of contract rights, architectural and engineering drawings, plans, reviews, studies, assessments, audits, reports, appraisals, surveys, plats and other documents

relating to the Property, solely to the extent any such documents are, to Seller's knowledge without any further independent investigation, in Seller's reasonably accessible possession (collectively, the "Property Documents").

4. INSPECTIONS; APPROVALS.

4.1. Review Period.

4.1.1. Purchaser shall have until 11:59 p.m. EDT on the day that is one hundred twenty (120) days after the Effective Date within which to conduct or cause to be conducted its studies, surveys, inspections, reviews, assessments, or evaluations of the Property (the "Review Period") in accordance with and subject to the terms of this Section 4.1. Purchaser shall have the unconditional right to, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered any time prior to the expiration of the Review Period. If Purchaser notifies Seller in writing within the Review Period that Purchaser desires to terminate this Agreement, then the Earnest Money shall be returned to Purchaser at which time this Agreement shall be null and void and neither party shall have any further rights or obligations under this Agreement except those which expressly survive termination. Further, if after conducting a Phase I environmental site assessment, the results of such assessment recommend a Phase II environmental site assessment, and if Seller does not consent to Purchaser performing such Phase II environmental site assessment (as such consent is required per Section 4.1.2 below), then if Purchaser elects to terminate this Agreement pursuant to this Section 4.1, Seller shall also return any Independent Consideration paid by Purchaser to Seller. If Purchaser does not notify Seller in writing within the Review Period that Purchaser desires to terminate this Agreement, then such silence shall be conclusively deemed a waiver by Purchaser of its Review Period and rights to terminate contained in this Section 4.1 and the Earnest Money shall be applicable to the Purchase Price at Closing provided said Closing occurs in accordance with and subject to the terms of this Agreement but shall become non-refundable to Purchaser, subject to other provisions herein to the contrary (if any).

4.1.2. During the Review Period, Purchaser (at its sole expense) shall be entitled to conduct or cause to be conducted any and all studies, surveys, inspections, assessments, evaluations and reviews of the Property, including without limitation engineering, cultural (including field surveys), topographic, soils, zoning, wetlands, and environmental inspections (including Phase I environmental site assessments environmental site assessments) (the "Inspections"), as Purchaser deems necessary, desirable or appropriate in its sole and absolute discretion but subject to compliance with the terms of this Section 4.1.2. Purchaser and Purchaser's agents shall be allowed such access to the Property until expiration of the Review Period for the purpose of inspecting the same. Seller agrees to cooperate with such Inspections (and cooperate with making a representative available for such purposes) during normal business hours. In no event shall such inspections or tests unreasonably disrupt or disturb the on-going operation or Seller's use of the Property. Notwithstanding the foregoing, neither Purchaser, nor its agents or representatives shall conduct any physical or invasive testing, drilling, boring, sampling or removal of under or through the air or surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the

Property (collectively, "Physical Testing"), without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Purchaser agrees not to disclose or provide copies of any investigations, studies, findings or reports prepared for or obtained by Purchaser to Seller or any third party unless specifically requested to do so in writing by Seller, or if required under applicable law. No inspection shall be undertaken without at least two (2) full business days' prior notice to Seller, which notice may be given orally or via electronic mail. Seller shall have the right to be present at any or all inspections. Seller agrees to reasonably cooperate with Purchaser and to cause any managing agent to reasonably cooperate with Purchaser in Purchaser's due diligence activities.

4.1.3. Purchaser agrees that Purchaser and Purchaser's employees, contractors, inspectors, and agents will promptly restore any physical damage caused by such Inspections. Before entering upon the Property, Purchaser shall furnish to Seller evidence of (i) commercial general liability insurance coverage (including Seller as an additional insured) of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate; (ii) automobile liability coverage (naming Seller as an additional insured) of not less than combined single limit of One Million Dollars ($1,000,000.00); (iii) worker's compensation coverage of not less than statutory limits and coverage in accordance with services performed on the Property, and providing that coverage shall include Alternate Employer Endorsement with Seller's interest as Alternate Employer; and (iv) umbrella liability coverage excess to and no more restrictive than underlying commercial general and automobile liability coverage and with limits not less than Three Million Dollars ($3,000,000.00) which coverage shall also include a waiver of subrogation and include Seller as an additional insured. All such coverages must (a) be provided on policies which are financially rated A – VI or better by A.M. Best, (b) provide a 30-day notice of cancellation, and (c) be provided on the Accord Certificate form.

4.2. Approval Period.

4.2.1. Purchaser shall have until 11:59 p.m. EDT on the day that is five (5) months after the expiration of the Review Period within which to, at Purchaser's expense, finalize its design, pursue and obtain any outstanding permits and approvals necessary for its planned project (including, without limitation, any approvals associated with the Solar Massachusetts Renewable Target), obtain financing sources and raise equity (the "Approval Period"). Purchaser will be solely responsible for the preparation and submittal of all matters relating to such permits and approvals, provided, Seller hereby agrees to reasonably cooperate with Purchaser in obtaining all such permits and approvals.

4.2.2. Purchaser shall have the right to, for any reason or no reason whatsoever, terminate this Agreement upon written notice to Seller delivered any time prior to the expiration of the Approval Period, provided, however, that all Earnest Money shall be nonrefundable and deemed earned by Seller immediately upon expiration of the Review Period but shall also be applicable to the Purchase Price at Closing provided said Closing occurs in accordance with and subject to the terms of this Agreement. If Purchaser notifies Seller in writing within the Approval Period that Purchaser desires to terminate this Agreement, then this Agreement shall be null and void and neither party shall have any

further rights or obligations under this Agreement except as otherwise provided herein including those which expressly survive termination. If Purchaser does not notify Seller in writing within the Approval Period that Purchaser desires to terminate this Agreement, then such silence shall be conclusively deemed a waiver by Purchaser of its Approval Period and rights to terminate contained in this Section 4.2.

4.3. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall indemnify, defend (with counsel acceptable to Seller) and hold Seller and its officers, directors, members, shareholders, employees, agents, partners, and affiliates (collectively, "Seller's Affiliates"), harmless from and against any and all losses, demands, claims, damages, penalties, fines, liens, judgments, causes of action, legal or administrative proceedings and liabilities (including, without limitation, court costs and reasonable attorneys' fees incurred in connection therewith) (collectively "Claims") arising out of or resulting from Purchaser's or any its agents, contractors, employees, consultants, engineers, licensees, representatives, or designees (collectively, "Purchaser Parties") entry upon the Property or exercise of Purchaser's inspection rights under this Agreement, including, without limitation, its right of inspection as provided for in this Section 4. To the fullest extent permitted by law, the Purchaser hereby agrees to fully defend the Seller and each of Seller's Affiliates (1) from any complaint against any of them for injury or damage that is alleged in any complaint to arise, in whole or in part, out of any Purchaser Parties' work, or any act or omission of any of the Purchaser Parties and/or (2) from any complaint alleging injury or damage to any employee, agent or subcontractor of any of the Purchaser Parties. The foregoing obligations of Purchaser shall not apply to Claims which were caused by Seller's gross negligence or willful misconduct.

4.4. In the event that any lien is placed upon all or any portion of any of the Property arising out of or resulting from any work being performed by Purchaser or other activities by Purchaser (or any of its agents, contractors, employees, consultants, engineers, licensees, representatives, or designees) or otherwise at Purchaser's request hereunder, Purchaser shall pay and discharge or bond and discharge such lien within ten (10) business days after written notice from Seller of such lien. If Purchaser fails to have any such lien discharged within the ten (10) business day period, then Seller may cause the same to be discharged and recover from Purchaser all costs and expenses incurred by Seller in connection therewith. The obligation of Purchaser in this Section 4.4 shall apply with full force and effect to any and all activities of Purchaser (or any of its agents, contractors, employees, consultants, engineers, licensees, representatives, or designees) prior to the execution of this Agreement and shall survive the Closing and earlier termination of this Agreement.

5. CLOSING.

5.1. Closing Date. The "Closing" of the transaction contemplated by this Agreement (that is, the payment of the Purchase Price pursuant to an escrow-style closing, the transfer of title to the Property, and the satisfaction of all other terms and conditions of this Agreement) shall occur on or before the date that is sixty (60) days after the expiration of the Approval Period (the "Closing Deadline"); provided, however, Seller and Purchaser will each use its reasonable efforts to cause, no later than the day that is three (3) business days immediately preceding the scheduled Closing Date, to be delivered to the Title Company all documents, agreements, instruments, certificates, payments and other items required to be delivered by such

party in connection with the Closing to be held in escrow pending consummation of the Closing. The "Closing Date" shall be the date of Closing.

5.2. Seller's Closing Deliveries. Prior to Closing, Seller shall execute and deliver to the Title Company to be held in escrow pending Closing, the following:

5.2.1. an original quitclaim deed ("Deed"), subject to the Permitted Exceptions and in a form reasonably acceptable to Seller, Purchaser and the Title Company;

5.2.2. an original affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

5.2.3. such evidence of Seller's power and authority as the Title Company may reasonably require;

5.2.4. a 1099-S Statement;

5.2.5. broker's lien affidavits, and such other customary title affidavits as are executed by a Seller in form reasonably acceptable to Seller and necessary to induce Title Company to issue the Owner's Policy or consummate the Closing, all executed by Seller;

5.2.6. a settlement statement prepared by the Title Company and agreed upon by Seller and Purchaser reflecting the prorations and adjustments to the Purchase Price as required herein (the "Settlement Statement");

5.2.7. such other customary documents as may be required by the Purchaser and/or Title Company, each in a form reasonably acceptable to Seller; and

5.2.8. A certification by Seller that all the representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing Date.

5.3. Purchaser's Closing Deliveries. Prior to Closing, Purchaser shall execute and deliver to the Title Company to be held in escrow pending Closing, the following:

5.3.1. the funds required pursuant to Section 2.3 above;

5.3.2. a counterpart of the Settlement Statement;

5.3.3. such evidence of Purchaser's power and authority as the Title Company may reasonably require;

5.3.4. broker's lien affidavits, and such other customary title affidavits as are executed by a buyer and necessary to induce Title Company to issue the Owner's Policy or consummate the Closing, all executed by Purchaser; and

5.3.5. A certification by Purchaser that all the representations and warranties made by Purchaser in this Agreement are true and correct in all material respects as of the Closing Date.

5.4. Closing Prorations and Adjustments. The following items are to be prorated, adjusted or credited (as appropriate) as of 11:59 pm of the day immediately preceding the Closing Date, it being understood that for purposes of prorations and adjustments, Seller shall be deemed to be the owner of the Property on the day immediately preceding the Closing Date and Purchaser shall be deemed to be the owner of the Property as of the Closing Date:

5.4.1. real estate and personal property taxes and assessments (on the basis of the most recent ascertainable tax bill if the current bill is not then available); it being understood and agreed that real estate taxes are paid in arrears, on a calendar-year basis. Seller shall pay all real estate and personal property taxes and assessments that become due and payable prior to Closing and a pro rata share of the 2025 taxes and assessments becoming due and payable after the Closing based on the taxes and assessments that are applicable to the year of Closing, even if such taxes and assessments are not yet due and payable; and

5.4.2. such other items or matters customarily prorated in the general geographic location of the Property.

All prorations shall be final as of the Closing Date.

5.5. Transaction Costs.

Seller shall pay for the cost of recording any instruments required to discharge any liens or encumbrances against the Property that Seller has agreed to discharge, transfer taxes and one-half (1/2) of Title Company's escrow fees. All other closing and transaction costs (including, without limitation, title insurance premiums or other title costs (including, without limitation, premiums for any loan policy or endorsements thereto or to the Owner's Policy required by Purchaser or Purchaser's lender, if any), recording charges, any costs relating to the Survey and one-half (1/2) of Title Company's escrow fees) shall be paid by Purchaser. Seller and Purchaser shall, however, be responsible for the fees of their respective attorneys. This Section 5.5 shall survive any termination of this Agreement.

5.6. Possession.

Upon Closing, Seller shall deliver to Purchaser possession of the Property, in substantially the same physical condition as they now are, ordinary wear and tear accepted, and subject to such other matters as are permitted by or pursuant to this Agreement. Purchaser and Purchaser's Parties shall be entitled to inspect said Property during normal business hours, upon reasonable advance notice prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this Section.

6. CASUALTY LOSS AND CONDEMNATION. If the Property or any part thereof shall prior to Closing be (i) taken by condemnation which causes the Property to be noncompliant with any applicable zoning or subdivision ordinance or bylaw or other applicable law, code or

ordinance or otherwise has a material adverse effect on the operation or condition of the Property in Purchaser's reasonable business judgment, or (ii) destroyed or damaged by fire or other casualty which would cost more than $250,000 to repair, then Purchaser may either elect to (a) terminate this Agreement in its entirety by providing Seller and Title Company written notice thereof ("Purchaser's Termination Notice") within ten (10) business days from the date Purchaser receives written notice of any such taking, fire or other casualty, and Purchaser shall receive a refund of the Earnest Money and any Independent Consideration paid to Seller; or (b) proceed with the Closing as scheduled and Purchaser shall be entitled to receive: (a) with respect to a condemnation of the Property, an assignment of all of Seller's right, title, and interest in and to the condemnation proceeds to be awarded to Seller as a result of such condemnation of the Property, or (b) with respect to a casualty, an amount equal to all insurance proceeds received by Seller with respect to the damage to the Property caused by such casualty. In addition, in the event of the foregoing, Purchaser shall execute and deliver at Closing an agreement whereby Purchaser releases Seller from any and all liability in connection with such damage, casualty or condemnation.

7. BROKERAGE. Purchaser and Seller each acknowledge that Purchaser is represented by Rose Kennedy of Gibson Sotheby's International Realty, Paul Hartel of Hartel Commercial Real Estate, and Noreen Kennedy of Kennedy Real Estate in connection with the purchase of the Property, and that as consideration for such representation Purchaser will pay such brokers/agents the [redacted] at Closing. Each party shall indemnify and hold the other harmless from and against any and all claims of agents, brokers, and/or finders related to the sale and purchase of the Property, this Agreement or otherwise, including, without limitation, reasonable attorneys' fees and expenses incurred by Seller in connection with such claim. This Section 7 shall survive the termination of this Agreement.

8. DEFAULT AND REMEDIES.

8.1. Purchaser's Remedies. In the event of a material breach of this Agreement by Seller (subject to the notice and cure rights set forth below), Purchaser shall be entitled to seek and obtain an order for specific performance of the terms of this Agreement, including an order compelling the conveyance of the Property, in addition to any other remedies at law or in equity. Notwithstanding the foregoing, if Seller fails to perform, in any material respect, in accordance with the terms of this Agreement and such failure continues for ten (10) days following Purchaser's written notice thereof to Seller, then, , Purchaser may terminate this Agreement and the Earnest Money and all Independent Consideration shall be returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except those which expressly survive termination.

8.2. Seller's Remedies. If Purchaser fails to perform, in any material respect, in accordance with the terms of this Agreement, and such failure continues for ten (10) days following Seller's written notice thereof to Purchaser, Seller shall have the right to terminate this Agreement by delivering written notice to Purchaser whereupon the Earnest Money and all Independent Consideration shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Purchaser), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Earnest Money and all Independent Consideration paid to Seller is a reasonable estimate thereof and shall be and

constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except those that expressly survive the termination of this Agreement.

8.3. No Consequential Damages. Except to the extent of the amount payable by Seller pursuant to Section 8.1 above, neither Seller nor Purchaser shall be entitled to recover from the other consequential, punitive, exemplary, or special damages.

9. CONDITIONS PRECEDENT: PURCHASER.

9.1. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date (or such earlier date noted below) of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Purchaser shall have waived, or have been deemed to have waived, prior to the expiration of each of the Review Period and Approval Period, all rights of termination pursuant to Section 4 above.

(b) Purchaser shall conduct the survey and mapping necessary to legally subdivide the parcel or parcels (with a legal description acceptable to Purchaser, Seller, and the Title Company) and/or create the ANR Plan in compliance with all applicable state and local zoning, land use and subdivision laws, statutes and ordinances such that the Property shall be a lawfully created separate tax parcel for all purposes (the "ANR Plan"). Seller shall reasonably cooperate with Purchaser's efforts to obtain such approvals. Purchaser shall be responsible for all survey, recording, application and processing fees and costs associated with such ANR Plan.

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

(d) No petition in bankruptcy shall have been filed by or against Seller and no proceedings shall have been commenced for the appointment of a receiver of any Seller's assets, which petition, or proceedings have not been dismissed or stayed prior to Closing.

(e) No litigation shall have been commenced seeking to enjoin the sale of the Property to Purchaser which has not been dismissed as of the Closing.

(f) Seller's representations in this Agreement are true and correct in all material respects as of the Closing Date.

In the event any of the foregoing conditions are not fulfilled or waived by Purchaser within the time periods provided therefor, this Agreement shall, at the option of the Purchaser by written notice to Seller given on or before the expiration of such periods, terminate and the Earnest Money shall be returned to Purchaser, except that if one or more of the conditions set forth in subparts (c), (d), and (f) of this Section 9.1 are not fulfilled or waived by Purchaser within the time periods provided therefor, then all Independent Consideration shall also be returned to Purchaser.

10. CONDITIONS PRECEDENT: SELLER.

10.1. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

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

(b) The subdivision and / or ANR Plan shall have become effective.

(c) Purchaser, Seller and, if applicable, the Commonwealth of Massachusetts, shall have negotiated in good faith and agreed upon during the Review Period an agreement to be executed as of the Closing Date (in form reasonably acceptable to Purchaser and Seller) expressly setting forth the obligations of each party, if any, relating to any then-known environmental monitoring and remediation obligations which may relate to the Property after the Closing Date.

(d) No petition in bankruptcy shall have been filed by or against Purchaser and no proceedings shall have been commenced for the appointment of a receiver of any Purchaser's assets, which petition, or proceedings have not been dismissed or stayed prior to Closing.

(e) No litigation shall have been commenced seeking to enjoin the sale of the Property to Purchaser which has not been dismissed as of the Closing.

(f) Purchaser's representations in this Agreement are true and correct in all material respects as of the Closing Date.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Seller's Representations. Seller represents that, to Seller's actual knowledge without independent investigation having been required to be undertaken as follows:

11.1.1. Seller has full authority to enter into this transaction.

11.1.2. There will be no options, leases, or licenses affecting the Property that will survive the Closing.

11.1.3. Seller has obtained any and all consents necessary to the execution and delivery of this Agreement by Seller and shall have obtained any and all consents the consummation of the transactions as may be required prior to closing.

11.1.4. Neither Seller nor, to Seller's knowledge, any direct or indirect partner or owner of Seller is (a) identified on the OFAC List or (b) a person 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, rule, regulation or Executive Order of the President of the United States.

11.1.5. Except as Seller may otherwise disclose to Purchaser during the Review Period or Approval Period, Seller has not received from any governmental authority written notice or communication of any uncured violation of any zoning, building, environmental, fire, or health code or any other statute, ordinance, rule, or regulation applicable (or alleged to be applicable) to the Property, or any part thereof, which has not been rectified.

11.1.6. Seller is not a party to and has not received written notice regarding any currently ongoing judicial, municipal, or administrative suits, actions, proceedings, or claims pending against or relating to the Property, including, but not limited to, any eminent domain proceedings, which shall survive the Closing, and Seller is not aware of any pending actions or claims affecting the Property.

11.1.7. Seller is not a "foreign person", as such term is defined in Internal Revenue Code Section 1445.

11.1.8. Seller is not a party to an open bankruptcy or divorce proceeding, and has received no notice that a foreclosure action has been commenced against the Property. Seller shall release, or cause to be released, all collateral security instruments and other monetary liens encumbering the Property on or before the Closing Date.

11.1.9. Seller represents and warrants to Purchaser that as of the Effective Date and as of the Closing Date, to Seller's actual knowledge and belief, and except as may be disclosed in writing to Purchaser prior to the Closing Date, including without limitation with respect to per- and polyfluoroalkyl substances which exist at the Property, (i) it has not used, stored, generated, released, disposed or arranged for disposal of Hazardous Materials on the Property in violation of laws related to Hazardous Materials, and Seller is unaware of any such use, storage, generation, release or disposal by any other party, and (ii) there are no underground storage tanks located or other buried solid waste/debris on the Property.

11.2. Seller's Knowledge and Disclosure. When used in this Agreement, the term "to Seller's knowledge" or words of like import, including, without limitation, "Seller has no knowledge of" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge of The Donald W. Noons Trust – 1998 u/i/t dated March 31, 1998. Notwithstanding anything to the contrary set forth in this Agreement, the foregoing individual(s) shall have not any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

11.3. Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 11.1 shall be deemed to be remade by Seller as of Closing and shall survive the Closing and the delivery of the Deed for a period of one (1) year following the Closing Date. Notice of any claim as to a breach of any representation or warranty

must be made to Seller prior to the expiration of such period or it shall be deemed a waiver of Purchaser's right to assert such claim.

11.4. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that to the best of Purchaser's actual knowledge without independent investigation having been required to be undertaken as of the date of this Agreement as follows:

11.4.1. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

11.4.2. Purchaser has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly and properly authorized by proper corporate action in accordance with applicable law and with the Partnership Agreement or Articles of Organization of Purchaser. The persons executing any instruments on behalf of Purchaser are fully authorized and have the power to so act. To Purchaser's knowledge, the agreement is valid and enforceable against Purchaser in accordance with its terms and each instrument to be executed by Purchaser pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Purchaser in accordance with it terms.

11.4.3. Neither Purchaser nor, to Purchaser's knowledge, any direct or indirect partner or owner of Purchaser is (a) identified on the OFAC List or (b) a person 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, rule, regulation or Executive Order of the President of the United States.

11.4.4. The execution, delivery, and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order of decree of any court applicable to Purchaser; or (b) constitute a default pursuant to any commitment, contract or agreement to which Purchaser is a party, or Purchaser or the Property is bound or (c) violate any of its organizational documents.

11.5. Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser set forth in Section 11.4 shall be deemed to be remade by Purchaser as of Closing and shall survive the Closing and delivery of the Deed for a period of six (6) months following the Closing Date.

12. **AS-IS**. Purchaser agrees that it has performed or will perform prior to Closing examinations and investigations of the Property, and that Purchaser will rely solely upon such examinations and investigations in purchasing the Property. Notwithstanding anything to the contrary contained in this Agreement, but subject to the performance by Seller of its obligations pursuant to this Agreement, it is expressly understood and agreed that Purchaser is acquiring the Property "AS IS" and "WHERE IS", and with all faults and that except for the representations and warranties contained in the Agreement, Seller makes no other representations or warranties, expressed or implied, with respect to the quality, physical condition, expenses or value of the Property, or any other matter or thing affecting or related to the Property or this Agreement (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), which might be pertinent in considering the making of the purchase of the Property or the entering into of this Agreement. Purchaser, upon Closing, shall be deemed on behalf of itself and its transferees and their respective successors and assigns to waive, relinquish, release and forever discharge Seller and it's Affiliates, and each of their respective representatives, members, managers, directors, trustees, shareholders, officers, partners, agents, employees, contractors, licensees, successors and assigns from and against any liability, claims, losses, damages, costs and expenses therefor, except for Purchaser's claims related to such express representations set forth in this Agreement to the extent permitted herein, including Section 11 above.

The provisions of this Section 12 shall survive the Closing. Purchaser and Seller acknowledge and agree that the disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price and Seller would not have agreed to enter into the transaction contemplated by this Agreement without such disclaimers, indemnifications and other agreements set forth above.

13. LIMITATION OF LIABILITY. Neither Seller nor its affiliates, present or future officers, directors, employees, trustees, members, shareholders, participants, representatives, advisors or agents shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, member, shareholder, participant, representative or agent, under or in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with same. Purchaser hereby waives and releases any and all such personal liability and recourse. Purchaser and its successors and assigns and all other persons claiming by, through or under Purchaser shall look solely to Seller's interest in the Property or the proceeds therefrom with respect to any claim against Seller arising under or in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with this Agreement. The limitations of liability provided herein are in addition to, and not in limitation of, any limitations of liability otherwise set forth herein or applicable to Seller by law or in any other contract, agreement or instrument.

14. INTERNAL REVENUE CODE (IRC) SECTION 1031.

Purchaser is aware and acknowledges that Seller may perform an IRC Section 1031 tax deferred exchange. Purchaser shall cooperate with respect to such an exchange and agrees to an assignment of this contract and/or the proceeds hereunder to a qualified intermediary by Seller. Purchaser shall execute all reasonable documentation required by such qualified intermediary.

15. MISCELLANEOUS.

15.1. Entire Agreement. All understandings and agreements heretofore had between Seller and Purchaser with respect to the Property are merged in this Agreement, which alone fully and completely expresses the agreement of the parties.

15.2. Assignment. Neither this Agreement nor any interest hereunder shall be assigned or transferred by Purchaser, except to an entity under common control with Purchaser and of which Purchaser is an affiliate, and with respect to which the principals of Purchaser own a material interest. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

15.3. No Modification. This Agreement shall not be modified or amended except in a written document signed by Seller and Purchaser.

15.4. Time of the Essence. Time is of the essence of this Agreement.

15.5. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

15.6. Notice. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, by overnight courier (such as Federal Express), or by electronic mail ("e-mail") with a copy to follow by certified mail, return receipt requested, postage paid or by overnight courier, addressed as follows:

If to Seller:

c/o Linda Noons-Rose
The Donald Noons Trust
P.O. Box 2
Truro, MA 02666
Attn: Linda Noons-Rose
Email: justducky1199@live.com

With a copy to:

Foley & Lardner
111 Huntington Avenue, Suite 2500
Boston, Massachusetts 02199-7610
Attention: Michael K. Crossen
Email: mcrossen@foley.com

If to Purchaser:

c/o NextGrid Inc.
68 Harrison Ave Ste 605
PMB 73069
Boston, MA 02111-1929 US
Phone: 855-636-6100
Email: hello@nextgrid.com

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the same day if sent by email before 5:00 p.m. (EST) on a business day (provided the notice is sent by one of the other methods as soon as reasonably possible thereafter), on the third (3rd) business day following deposit with the United States Mail as a registered or certified matter with postage prepaid, or when delivered personally or otherwise received or refused. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 15.7. Notices will be deemed given when received or deemed received.

15.7. Waiver of Trial by Jury. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY PURCHASER UNDER OR WITH RESPECT TO THIS AGREEMENT, PURCHASER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.

15.8. Confidentiality. Without the prior written consent of the other party, prior to Closing, neither party shall issue a press release or other media publicity of any kind whatsoever with respect to this Agreement or disclose to any third party (other than regulatory agencies (including ISO New England) and/or government agencies, investors, Purchaser's lender and its counsel, and Purchaser's consultants, or in connection with any claim brought under this Agreement, or in connection with any title clearance obligations of Seller, provided each of the foregoing parties are advised of the confidentiality obligations under this Section 15.8) the existence of this Agreement or any term or condition of this Agreement (including, without

limitation, the Purchase Price) or the results of any inspections or studies undertaken in connection herewith; except if disclosure is required by law. Except as may be required by law, all information labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of any and all nonpublic information relating to the Property or either party hereto (collectively, "Confidential Information"), that is learned by or disclosed to such other party with respect to the Property, will be kept strictly confidential by such other party and will not be used or disclosed to any third-party or to the other party, without the express prior consent of the party that is the subject of such Confidential Information, which party may withhold in its sole and absolute discretion; provided that Purchaser and Seller may (i) use Confidential Information for its confidential internal business purposes strictly pertaining to its prospective purchase (and the related development of the Property) or sale of the Property; (ii) disclose Confidential Information as required by applicable legal requirements; and (iii) disclose the terms and conditions of this Agreement to potential lenders, provided that Purchaser advises any parties receiving Confidential Information of this confidentiality provision. The provisions of this Section 15.8 shall apply with full force and effect to any and all activities, disclosures, acts or omissions of Purchaser and Purchaser's consultants prior to the execution of this Agreement and shall survive for a period of two (2) years from the Closing or the earlier termination of this Agreement, provided, however, Purchaser's confidentiality obligations hereunder relating to any Physical Testing obtained by Purchaser and the results thereof or otherwise concerning Hazardous Materials shall survive indefinitely and, further provided, unless Seller shall expressly request the same, at no time shall Purchaser or its consultants disclose or otherwise provide to Seller or any of Seller's agents any results, reports or other information concerning such Physical Testing, Hazardous Materials or any other matters related to the environmental aspects of the Property.

15.9. No Memorandum of Agreement. This Agreement or any notice or memorandum hereof shall not be recorded in any public record except with respect to a supportable claim of specific performance. A violation of this prohibition shall constitute a material breach by Purchaser, entitling Seller to terminate this Agreement. Purchaser hereby indemnifies and saves Seller harmless from and against any and all loss, cost, liability, damage, fee or expense, including, without limitation, attorneys' fees and court costs, arising out of any filing by Purchaser of a claim of specific performance or the filing or recording of any notice or memorandum of this Agreement in the public records arising out of a spurious or bad faith claim for specific performance by Purchaser.

15.10. Counterpart Signatures. This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by telecopy or PDF email shall be valid and effective to bind the party so signing.

15.11. Designation of Title Company as Reporting Person. Seller and Purchaser hereby designate Title Company to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991.

15.12. Weekends and Legal Holidays. Whenever the time for performance of a covenant or condition required to be performed pursuant to the terms of this Agreement falls upon

a Saturday, Sunday or Federal or Commonwealth of Massachusetts holiday, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean calendar days.

15.13. Legal Representation. Each party hereto has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

15.14. Partial Validity; Severability. If this agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

16. POWER OF ATTORNEY.

By executing this Agreement, the Seller and Purchaser also grant to their attorneys the actual authority to bind such respective Seller and Purchaser for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend the times, dates, location or manner of performance (e.g., escrow closing instructions or wire transfer of funds) under this Agreement in writing, and the Seller and Purchaser shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.

18. CONVEYANCING STANDARDS.

Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

19. DELAYS.

In the event of a closure of the Registry of Deeds or delays in the electronic recording system due to an Excused Delay (as hereinafter defined), the parties agree to close this transaction and disburse all proceeds pursuant to gap insurance, provided that a nationally-recognized title insurance company is willing to do so, which disbursement shall be conditional upon Seller executing a so-called "gap indemnification", which shall have a "gap" period for which Seller indemnifies the title company for no more than ten (10) days and shall be in a form otherwise satisfactory to Seller's counsel. As used herein, an "Excused Delay" means a delay that is directly caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine or travel ban, war, acts of terrorism, and/or order of government or civil or military authorities. Any Excused Delay may not be due to either the fault of Purchaser or Seller.

21. FURTHER ASSURANCES.

Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the Commonwealth of Massachusetts and do not impose any material obligations upon, or otherwise materially limit the rights of, any party hereunder except as set forth in this Agreement.

[Signature Page Follows]

Docusign Envelope ID: F1791CA4-125E-40D3-AFCD-92ADA9ECB603

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the date first above written.

SELLER:

The Donald W. Noons Trust – 1998 u/i/t dated March 31, 1998

By: Paula A. Noons, trustee
Name: Paula A. Noons
Title: Trustee

By: Jeffrey W. Rose, Trustee
Name: Jeffrey W. Rose
Title: Trustee

PURCHASER:

GB Sand Pit Land LLC,
a Massachusetts limited liability company

Signed by:
By: [signature]
9270AE6686B0451...
Name: Aaron Culig
Its: Authorized Signatory

EXHIBIT A
Seller's Land

Real property in the City of Truro, County of Barnstable, Commonwealth of Massachusetts, described as follows:

PARCEL I: Fee Simple - (2 Sand Pit Road)
NOTE: The 2 Sand Pit Road property is described in the deed dated May 27, 1903, recorded in Book 265, Page 392, in the deed dated April 20, 1905, recorded in Book 279, Page 34, and in the deed dated January 9, 1911, recorded in Book 319, Page 29.

Excepting therefrom the following parcels:

The parcel of land contained in the deed dated March 21, 1959, recorded with said Deeds, Book 1045, Page 424.

The parcel of land as described in the deed dated November 17, 1962, recorded with said Deeds, Book 1184, Page 474 and shown on Plan Book 173, Page 133.

The parcel of land contained in the deed dated May 26, 1965, recorded with said Deeds, Book 1300,
Page 1195. The location of this parcel is unclear; however, it does abut the abovementioned excepted parcel.

The parcel of land as described in the deed dated May 14, 1965, recorded with said Deeds, Book 1335, Page 781. (This parcel and the second and third excepted parcel are portions of the property contained in the abutter plan recorded in Plan Book 425, Page 56.)

The parcel of land as described in the deed dated December 24, 1968, recorded with said Deeds, Book 1426, Page 898 and shown on Plan Book 226, Page 49.

Lot 8 as described in the deed dated October 6, 1969, recorded with said Deeds, Book 1454, Page 176 and shown on Plan Book 241, Page 41.

Lot 6 as described in the deed dated January 17, 1970, recorded with said Deeds, Book 1461, Page 736 and shown on Plan Book 241, Page 41.

Lot 5 as described in the deed dated September 7, 1971, recorded with said Deeds, Book 1530, Page 20 and shown on Plan Book 241, Page 41.

Lot 2 as described in the deed dated September 26, 1973, recorded with said Deeds, Book 1941, Page 157 and shown on Plan Book 241, Page 41.

Lot 1 as described in the deed dated August 20, 1974, recorded with said Deeds, Book 2087, Page 274 and shown on Plan Book 241, Page 41.

Lot 4 as described in the deed dated August 20, 1974, recorded with said Deeds, Book 2088, Page 190 and shown on Plan Book 241, Page 41.

Lot 3 as described in the deed dated August 24, 1974, recorded with said Deeds, Book 2101, Page 25 and shown on Plan Book 241, Page 41.

Lot 7 as described in the deed dated October 1, 1977, recorded with said Deeds, Book 2605, Page 137 and shown on Plan Book 241, Page 41.

Lot 9 as described in the deed dated June 22, 1995, recorded with said Deeds, Book 9722, Page 345 and shown on Plan Book 241, Page 41.

Lots 6A and 7A as described in the deed dated March 9, 1999, recorded with said Deeds, Book 12139, Page 27 and shown on Plan Book 547, Page 82. (Lots 6A and 7A are a subdivision of Lots 6 and 7 on Plan Tube 169). These are also Parcels II and III in the deed recorded at Book 10833, Page 307.

PARCEL II: Easement

Right of way contained in the deed dated March 21, 1959, recorded with said Deeds, Book 1045, Page 424, as affected by Affidavit, recorded with said Deeds, Book 1045, Page 423.

PARCEL III: Fee Simple - (9 Noons Drive)

Land containing 19.591 acres, more or less, as shown on a plan entitled in part: "Consolidation of Plan of Land in Truro made for the Estate of John F. Noons" dated Aug., 1981 prepared by Slade Associates, Inc. and recorded in Barnstable County Registry of Deeds Plan Book 360, Page 15.

Excepting therefrom the following:

Lot 11 as described in the deed dated October 18, 1993, recorded in Book 8941, Page 236, and shown on Plan Book 299, Page 54. Said parcel is also shown as Lot 1 on Plan Book 499, Page 51.

Lot 4, as described in the deed dated November 19, 1998, recorded in Book 11907, Page 179 and shown on Plan Book 545, Page 88.

Lot 6 as described in the deed dated January 7, 2003, recorded in Book 16197, Page 157 and shown on Plan Book 578, Page 38.

Lot 2 as described in the deed dated January 21, 2003, recorded in Book 16292, Page 288 and shown on Plan Book 548, Page 81.

The foregoing land is also shown as Lot 5, 17.20 AC. on Plan Book 578, Page 38.

PARCEL IV: Easement - (Access Parcel)

The land in that part of Truro, Barnstable County, Massachusetts called North Truro and bounded and described as follows:

Commencing at the State Highway known as Route 6 by other land of these grantors; thence Southeasterly by said State Highway forty and 00/100 (40.00) feet to land now or formerly of Frank Diego et al.; thence

South 67° 28' 40" W two hundred ninety and 14/100 (290.14) feet by land now or formerly of Diego et al, to a cement bound; thence

North 31° 28' 10" W forty and 00/100 (40.00) feet by land now or formerly of John F. Noons to other land now or formerly of Earl W. Godwin et al.; thence

Northeasterly two hundred ninety and 00/100 (290.00) feet, more or less by land now or formerly of Earl W. Godwin et al. to the point of beginning.

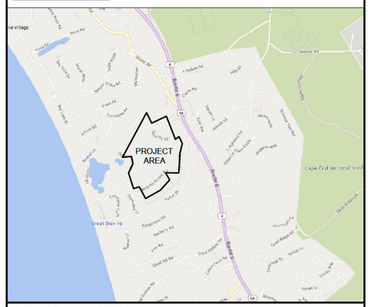
Being a portion of Parcel 2 shown on a plan entitled "Plan of Land in Truro, Mass. Made for Earl W. Godwin and Luther A. Crowell, Scale 1" = 60', August 1962, Nickerson and Berger, Civil Engineers, Orleans, Mass." recorded with the Barnstable County Registry of Deeds in Plan Book 171, Page 113.

The parties agree that a Land Title Survey of premises will be produced and description verified prior to closing.

EXHIBIT B

Plan of the Property (Attached)

VICINITY MAP: (NOT TO SCALE)



GENERAL NOTES:

1. OWNER OF RECORD: ESTATE OF DONALD W. NOONS BY VIRTUE OF RECORDED DEEDS WITHIN THE BARNSTABLE REGISTRY OF DEEDS FILED AS BOOK 279 – PAGE 034 AND BOOK 1083 – PAGE 307.

   THE TOWN OF TRURO HAS LISTED THESE PROPERTIES AS TAX MAP 039 – LOT 107 AND LOT 108. SURVEY FIELD WORK ON THIS SITE DATED AUGUST 2025.

2. THE HORIZONTAL DATUM IS BASED ON MASSACHUSETTS STATE GRID COORDINATE SYSTEM NAD83 (2011 – MAINLAND). VERTICAL DATUM IS REFERENCED TO NAVD 88. TOPOGRAPHY SHOWN WAS DEVELOPED UTILIZING ON THE GROUND DATA COLLECTION WITH SURVEY GRADE GPS, UAS DRONE W/LIDAR, AND OR ROBOTIC TOTAL STATION. THE CONTOUR INTERVAL SHOWN ON PLAN IS 1 – FOOT CONTOUR INTERVAL.

3. PROPERTY IS NOT LOCATED WITHIN OR AFFECTED BY A DESIGNATED FLOOD ZONE PER MAPS FLOOD HAZARD F.I.R.M. – FLOOD INSURANCE RATE MAP – COMMUNITY PANEL NUMBER 255222 – PANEL 0139 / MAP NUMBER 25001C0139J FOR THE TOWN OF TRURO, BARNSTABLE COUNTY, MASSACHUSETTS (ALL JURISDICTIONS), WITH AN EFFECTIVE DATE OF JULY 16, 2014. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN.

4. PROPERTY IS LOCATED WITHIN THE "R" ZONING DISTRICT (RESIDENTIAL ZONE) UPDATED APRIL 03, 2025. SEE TOWN OF TRURO FOR SOLAR FARM OVERLAY DISTRICT / LARGE SCALE GROUND MOUNTED SOLAR PHOTOVOLTAIC INSTALLATIONS. SEE FOLLOWING TOWN'S DIMENSIONAL REQUIREMENTS PER ONLINE ZONING BYLAWS – 2024:

   a. MINIMUM LOT SIZE 2 – ACRES
   b. FRONT SETBACK 50 FT
   c. SIDE SETBACK 50 FT
   d. REAR SETBACK 50 FT

5. SGC ENGINEERING, LLC HAS NOT INDEPENDENTLY VERIFIED THE LOCATION, EXISTENCE, AND SERVICEABILITY OF ANY UTILITIES AND MAKES NO GUARANTEE TO THE COMPLETENESS OR THE ACCURACY OF ANY UTILITIES. UTILITIES SHOWN ON THIS PLAN WERE ABOVEGROUND AND VISUAL FOR FIELD LOCATES OR WERE SHOWN ON PLAN – MAP REFERENCES. ADDITIONAL UTILITIES MAY EXIST IN THE FIELD, WHICH ARE NOT SHOWN ON THIS PLAN. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD PRIOR TO EXCAVATION OR OTHER CONSTRUCTION ACTIVITIES. CALL "DIG SAFE" AT 1–888–344–7233 OR DIAL 811. SGC ENGINEERING, LLC ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN ON THIS PLAN.

6. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATION AND TITLE BLOCK OF THIS PLAN. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT HAVING SGC ENGINEERING'S CONSENT IN WRITING.

7. NOONS DRIVE IS A 40 FOOT WIDE DEDICATED AND PRIVATE WAY AS SHOWN ON PLAN BOOK 241 PAGE 41 (SEE MAP REFERENCE 15 THIS PLAN). NOONS DRIVE HAS DEDICATED AND PUBLIC USE TO HIGHWAY ROUTE 6.

   SAND PIT ROAD AND PETERS POND ROAD ARE 40 FOOT WIDE DEDICATED AND UNIMPROVED PRIVATE WAYS – SEE PLAN BOOK 650 PAGE 60 AND OTHER MAP REFERENCES THIS PLAN.

LEGEND:

- LOCUS BOUNDARY LINE
- ADJACENT LOT LINE
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- ABANDONED VEHICLES
- DEBRIS
- STOCKPILE
- OVERHEAD WIRE — OHW
- GRANITE BOUND
- REBAR
- SOLID SMOOTH ROD
- UTILITY POLE

SCALE

0 75 150 300

1 INCH = 150 FEET

MAP REFERENCES:

1. PLAN ENTITLED "LAND COURT SUBDIVISION PLAN OF LAND IN TRURO, MA." DATED JANUARY 1994 LAND COURT NUMBER 34915M.
2. PLAN ENTITLED "REDIVISION PAN OF LAND IN TRURO, MA". FEBUARY 5,1993 BOOK 547 PAGE 82.
3. PLAN ENTITLED "PLAN OF LAND IN (NOURT) TRURO, MA. AS SURVEYED FOR JAMES F. SANTOS" JUNE 1988 BOOK 450 PAGE 83.
4. PLAN ENTITLED "CONSOLIDATION PLAN OF LAND IN TRURO MA. THE ESTATE OF JOHN F. NOONS" AUGUST 1981 BOOK 360 PAGE 15.
5. PLAN ENTITLED "A PLAN OF LAND IN TRURO MA. BEING A DIVISION OF LOT 3 AS SHOWN IN PLAN MADE FOR– DONALD W. NOONS" MAY 7, 2002, BOOK 545, PAGE 88.
6. PLAN ENTITLED "A PLAN OF LAND IN TRURO MA. MADE FOR BELVERNON", LLC. DECEMBER 29, 2014, BOOK 656 PAGE 45.
7. PLAN ENTITLED "PHASE 1 A PLAN OF LAND IN (NORTH) TRURO MA. AS SURVEYED FOR CAPE SHORE ACCOMIDATIONS, INC. DEPICTING THE STONE'S THROW AT TRURO CONDOMINIUM" APRIL 2006 BOOK 608 PAGE 86.
8. PLAN ENTITLED "A SUBDIVISION PLAN OF LAND IN (NORTH) TRURO MA. MADE FOR JOHN F. NOONS AUGUST 1974 BOOK 299 PAGE 54.
9. PLAN ENTITLED "LAND COURT SUBDIVISION PLAN OF LAND IN TRURO MA." AUGUST 1986 LAND COURT NUMBER 34915H.
10. PLAN ENTITLED "LAND COURT SUBDIVISION PLAN OF LAND IN TRURO MA". NOVEMBER 8, 1977, LAND COURT NUMBER 34915B.
11. PLAN ENTITLED "LAND COURT SUBDIVISIONS PLAN OF LAND IN TRURO MA." JANUARY 23, 2004, LAND COURT NUMBER 34915O.
12. PLAN ENTITLED "A PLAN OF LAND IN TRURO MA. BEING A SUBDIVISION OF LOT 5", AS SHOWN IN PLAN BOOK 450 PAGE 83.
13. PLAN ENTITLED "PLAN OF LAND IN (NORTH) TRURO MA. AS SURVEYED FOR CAPE VIEW MOTEL, INC." NOVEMBER 1985 BOOK 411 PAGE 59.
14. PLAN ENTITLED "A PLAN OF LAND IN TRURO MA. TO BE CONVEYED BY THE ESTATE OF JOHN F. NOONS" MAY 1982 BOOK 453 PAGE 76.
15. PLAN ENTITLED "A SUBDIVISION PLAN OF LAND IN TRURO MA. MADE FOR JOHN F. NOONS" OCTOBER 1969. BOOK 241 PAGE 41
16. PLAN ENTITLED "A PLAN OF LAND IN (NORTH) TRURO MA. AS SURVEYED FOR SEABANK, INC" MARCH 1987 BOOK 469 PAGE 67.
17. PLAN ENTITLED "CONSOLIDATION PLAN OF LAND IN TRURO MA. MADE FOR LINDA NOONS–ROSE" JUNE 25, 2013, BOOK 650 PAGE 60.
18. PLAN ENTITLED "LAND COURT A PLAN OF LAND IN TRURO MA. SCHOFIELD BROTHERS SURVEYORS" OCTOBER 1961 LAND COURT NUMBER 32446A.
19. PLAN ENTITLED "PLAN OF LAND IN TRURO, MASS. FOR DR ALBERT FREED" OCTOBER 1968 PLAN BOOK 226 PAGE 49.
20. PLAN ENTITLED "PLAN OF LAND IN TRURO TO BE CONVEYED BY THE ESTATE OF JOHN F. NOONS" MAY 1982 PLAN BOOK 453 PAGE 76.
21. PLAN ENTITLED "PLAN OF LAND IN TRURO – BEING A DIVISION OF LOT 3 AS SHOWN IN PLAN BK 545 PG 88 – MADE FOR DONALD W. NOONS" DATED MAY 2002 IN PLAN BOOK 578 PAGE 38 (SEE NOTES "NOT BUILDABLE LOT" AND "TO BECOME AND REMAIN PART OF LOT 1 OF PLAN BOOK 499 PAGE 51"
22. PLAN ENTITLED "DIVISION PLAN OF LAND IN TRURO P MADE FOR DONALD W. NOONS" DATED MAY 1993 IN PLAN BOOK 499 PAGE 51.

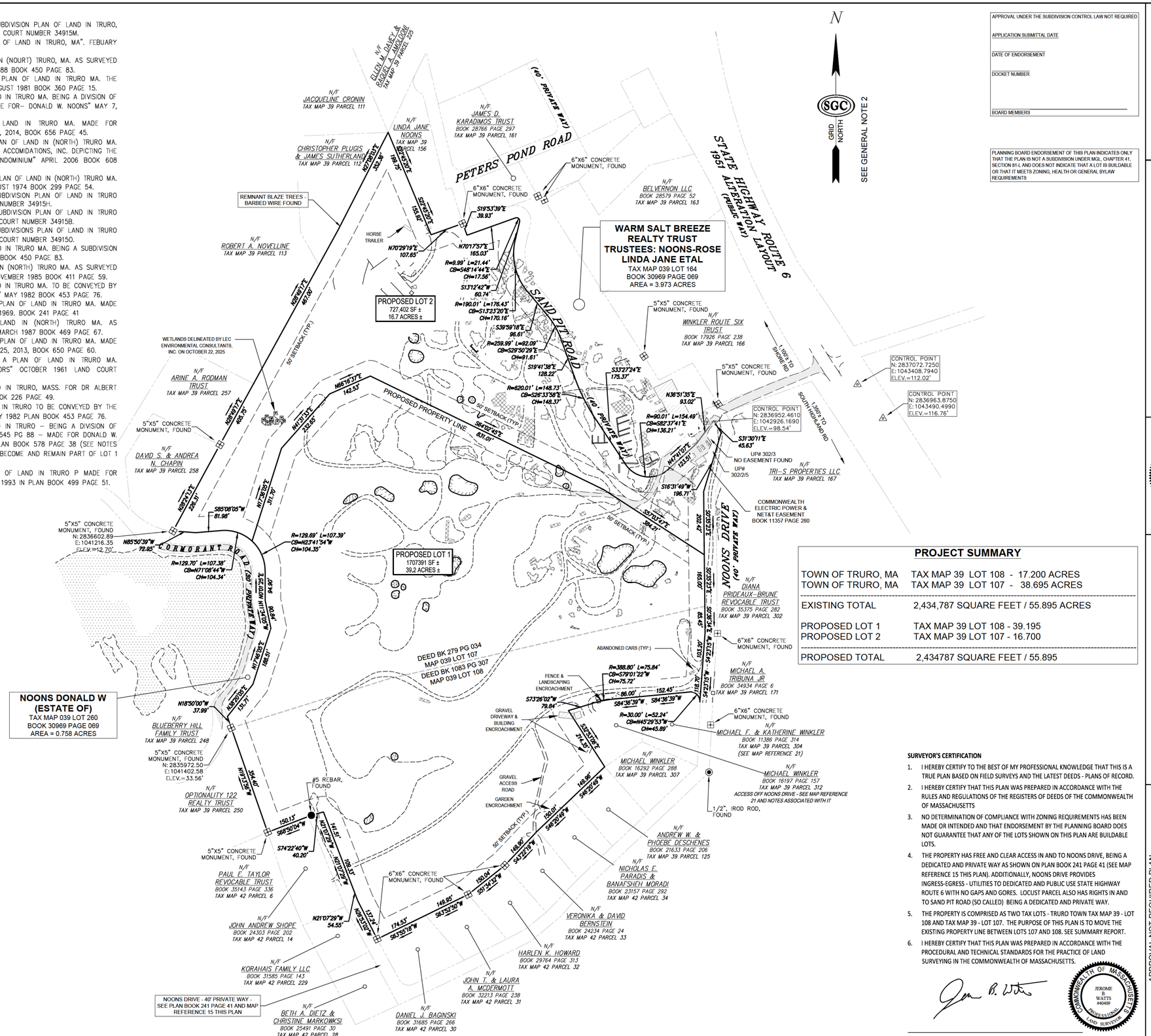

N
GRID NORTH
SEE GENERAL NOTE 2
PETERS POND ROAD
(40' PRIVATE WAY)
SAND PIT ROAD
(40' PRIVATE WAY)
NOONS DRIVE
(40' PRIVATE WAY)
STATE HIGHWAY ROUTE 6
1951 ALTERATION LAYOUT
(PUBLIC WAY)
CORMORANT ROAD
(40' PRIVATE WAY)
WARM SALT BREEZE REALTY TRUST
TRUSTEES: NOONS-ROSE LINDA JANE ETAL
TAX MAP 039 LOT 164
BOOK 30969 PAGE 069
AREA = 3.973 ACRES
PROPOSED LOT 2
727,402 SF ±
16.7 ACRES ±
PROPOSED LOT 1
1707391 SF ±
39.2 ACRES ±
NOONS DONALD W
(ESTATE OF)
TAX MAP 039 LOT 260
BOOK 30969 PAGE 069
AREA = 0.758 ACRES
N/F JACQUELINE CRONIN TAX MAP 39 PARCEL 111
N/F ELLEN M. CAREY & PAMELA A. MOULDEN TAX MAP 39 PARCEL 225
N/F LINDA JANE NOONS TAX MAP 39 PARCEL 156
N/F CHRISTOPHER PLUGIS & JAMES SUTHERLAND TAX MAP 39 PARCEL 110
N/F JAMES D. KARADIMOS TRUST BOOK 28766 PAGE 297 TAX MAP 39 PARCEL 161
N/F BELVERNON LLC BOOK 28579 PAGE 52 TAX MAP 39 PARCEL 163
N/F ROBERT A. NOVELLINE TAX MAP 39 PARCEL 113
N/F ARINE A. RODMAN TRUST TAX MAP 39 PARCEL 257
N/F DAVID S. & ANDREA N. CHAPIN TAX MAP 39 PARCEL 258
N/F WINKLER ROUTE SIX TRUST BOOK 17926 PAGE 238 TAX MAP 39 PARCEL 166
N/F TRI-S PROPERTIES LLC TAX MAP 39 PARCEL 167
N/F BLUEBERRY HILL FAMILY TRUST TAX MAP 39 PARCEL 248
N/F OPTIONALITY 122 REALTY TRUST TAX MAP 39 PARCEL 250
N/F PAUL F. TAYLOR REVOCABLE TRUST BOOK 35143 PAGE 336 TAX MAP 42 PARCEL 6
N/F JOHN ANDREW SHOPE BOOK 24303 PAGE 202 TAX MAP 42 PARCEL 14
N/F KORAHAIS FAMILY LLC BOOK 31585 PAGE 143 TAX MAP 42 PARCEL 229
N/F BETH A. DIETZ & CHRISTINE MARKOWKSI BOOK 25491 PAGE 30 TAX MAP 42 PARCEL 28
N/F DANIEL J. BAGINSKI BOOK 31685 PAGE 266 TAX MAP 42 PARCEL 30
N/F JOHN T. & LAURA A. MCDERMOTT BOOK 32213 PAGE 238 TAX MAP 42 PARCEL 31
N/F HARLEN K. HOWARD BOOK 29764 PAGE 313 TAX MAP 42 PARCEL 32
N/F VERONIKA & DAVID BERNSTEIN BOOK 24234 PAGE 24 TAX MAP 42 PARCEL 33
N/F NICHOLAS E. PARADIS & BANAFSHEH MORADI BOOK 23157 PAGE 292 TAX MAP 42 PARCEL 34
N/F ANDREW W. & PHOEBE DESCHENES BOOK 21633 PAGE 206 TAX MAP 39 PARCEL 125
N/F MICHAEL WINKLER BOOK 16292 PAGE 288 TAX MAP 39 PARCEL 307
N/F MICHAEL WINKLER BOOK 16197 PAGE 157 TAX MAP 39 PARCEL 312 ACCESS OFF NOONS DRIVE - SEE MAP REFERENCE 21 AND NOTES ASSOCIATED WITH IT
N/F MICHAEL A. TRIBUNA JR BOOK 34934 PAGE 6 TAX MAP 39 PARCEL 171
N/F MICHAEL F. & KATHERINE WINKLER BOOK 11386 PAGE 314 TAX MAP 39 PARCEL 304 (SEE MAP REFERENCE 21)
N/F DIANA PRIDEAUX-BRUNE REVOCABLE TRUST BOOK 35375 PAGE 282 TAX MAP 39 PARCEL 302
REMNANT BLAZE TREES - BARBED WIRE FOUND
HORSE TRAILER
WETLANDS DELINEATED BY LEC ENVIRONMENTAL CONSULTANTS, INC. ON OCTOBER 22, 2025
50' SETBACK (TYP.)
PROPOSED PROPERTY LINE
5"X5" CONCRETE MONUMENT, FOUND
6"X6" CONCRETE MONUMENT, FOUND
#5 REBAR, FOUND
1/2", IROD ROD, FOUND
UP# 302/3 NO EASEMENT FOUND
UP# 302/2/5
COMMONWEALTH ELECTRIC POWER & NET&T EASEMENT BOOK 11357 PAGE 280
CONTROL POINT N: 2837072.7250 E: 1043408.7940 ELEV.=112.02'
CONTROL POINT N: 2836963.8750 E: 1043490.4990 ELEV.=116.76'
CONTROL POINT N: 2836952.4610 E: 1042926.1690 ELEV.=98.54'
1,400± TO SHORE RD
1,350± TO SOUTHHOLAND RD
DEED BK 279 PG 034 MAP 039 LOT 107
DEED BK 1083 PG 307 MAP 039 LOT 108
FENCE & LANDSCAPING ENCROACHMENT
GRAVEL DRIVEWAY & BUILDING ENCROACHMENT
GRAVEL ACCESS ROAD
GARDEN ENCROACHMENT
ABANDONED CARS (TYP.)
N19°53'39"E 39.93'
N70°29'19"E 107.65'
N70°17'57"E 165.03'
R=9.99' L=21.44' CB=S48°14'44"E CH=17.56'
S13°12'42"W 60.74'
R=190.01' L=176.43' CB=S15°23'20"E CH=170.16'
S39°59'18"E 98.61'
R=259.99' L=92.09' CB=S29°50'29"E CH=91.61'
S19°41'38"E 128.22'
R=620.01' L=148.73' CB=S26°33'38"E CH=148.37'
S33°27'24"E 175.37'
R=90.01' L=154.49' CB=S82°37'41"E CH=136.21'
S31°30'11"E 45.63'
N36°51'35"E 93.02'
N74°41'07"E 123.51'
S16°31'49"W 196.71'
S73°33'41"E 384.21'
R=388.80' L=75.84' CB=S75°01'22"W CH=75.72'
S84°36'39"W 86.00'
S84°36'39"W 152.45'
R=30.00' L=52.24' CB=N45°29'53"W CH=45.89'
S73°26'02"W 78.84'
S54°23'15"W 118.76'
S54°23'15"W 101.20'
S54°23'15"W 65.65'
S54°23'15"W 274.53'
S46°20'49"W 148.96'
S46°20'49"W 150.01'
S46°20'49"W 148.96'
S43°22'18"W 150.04'
S51°34'33"W 149.95'
S63°52'50"W 174.53'
S63°55'18"W 137.24'
N21°07'29"W 54.55'
N21°07'29"W 105.37'
N21°07'29"W 141.51'
S74°22'40"W 40.20'
S68°50'04"W 150.13'
N13°38'05"E 311.70'
N13°31'33"E 330.65'
N28°48'17"E 467.00'
N28°48'17"E 468.75'
N08°47'12"E 208.31'
N85°50'39"W 72.95'
S85°08'05"W 81.98'
R=129.69' L=107.39' CB=N23°41'54"W CH=104.35'
R=129.70' L=107.39' CB=N71°08'44"W CH=104.34'
N85°50'39"W 25.52'
S82°45'20"E 155.92'
N07°38'01"E 352.36'
N82°45'20"W 195.75'
S82°45'20"E 108.97'
N82°00'58"E 130.77'
N18°50'00"W 37.99'
N18°47'36"W 554.60'
S13°38'05"E 202.82'
S13°38'05"E 165.60'
S13°38'05"E 165.60'
S13°38'05"E 101.20'
S13°38'05"E 65.65'
N13°38'05"W 108.97'
N13°38'05"W 108.97'
N13°38'05"W 25.52'
N13°38'05"W 64.90'
N13°38'05"W 39.38'
N13°38'05"W 39.38'
N13°38'05"W 64.90'
N13°38'05"W 25.52'
N13°38'05"W 101.20'
N13°38'05"W 165.60'
N13°38'05"W 202.82'
N13°38'05"W 165.60'
N13°38'05"W 165.60'
N13°38'05"W 101.20'
N13°38'05"W 65.65'
N13°38'05"W 274.53'
N13°38'05"W 118.76'
N13°38'05"W 54.23'
N13°38'05"W 54.23'
N13°38'05"W 118.76'
N13°38'05"W 274.53'
N13°38'05"W 65.65

EXHIBIT C

[Legal Description to be inserted with depiction of property to be divided]