

FIRST AMENDMENT TO AMENDED AND RESTATED OPTION TO PURCHASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED OPTION TO PURCHASE (this "**Amendment**") is entered into as of October 20, 2022 by and between BRITTON FAMILY LLC, a Massachusetts limited liability company (referred to herein as the "**Seller**"), and HARBORLIGHT COMMUNITY PARTNERS, INC., a Massachusetts nonprofit corporation (referred to herein as the "**Purchaser**").

RECITALS:

WHEREAS, Seller and Purchaser executed and delivered that certain Option to Purchase, dated as of October 21, 2020, relating to the purchase and sale of approximately 4 acres of land located on Asbury Street in South Hamilton, Massachusetts, as amended by a certain First Amendment to Option to Purchase, dated as of February 12, 2021, and as further amended and restated in its entirety by a certain Amended and Restated Option to Purchase dated as of December 6, 2021 (as amended and restated, the "**Option**"); and

WHEREAS, the parties have learned that, in order for the Purchaser to more readily develop the Project (as defined in the Option) in compliance with applicable state and local laws and regulations, it is preferable for the Seller to sell Purchaser additional land to prevent the future development thereof; and

WHEREAS, the parties desire to make certain additional revisions to the Option as further set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Option as follows:

1. [REDACTED]

[REDACTED]

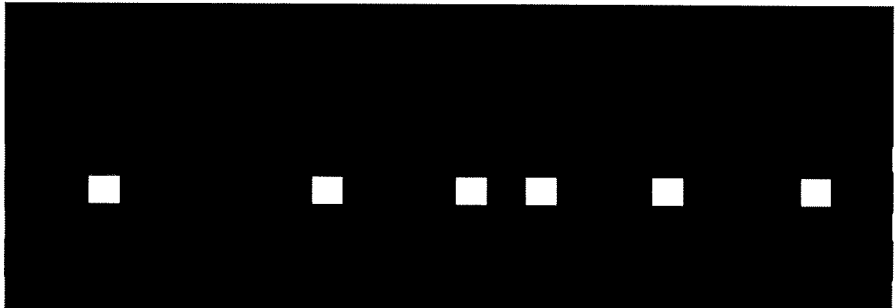
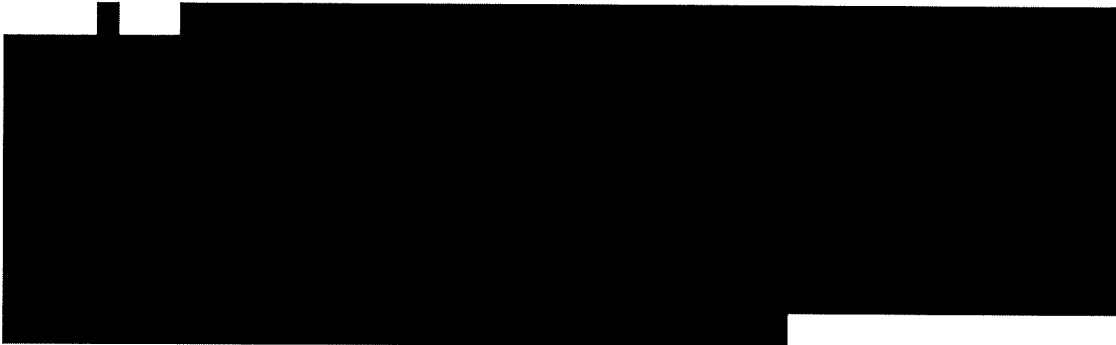
3. The Property shall include an additional 822,194± s.f. of land (the "**Additional Land**"). The plan attached as Exhibit A to the Option is hereby deleted and the plan attached hereto as Revised Exhibit A ("**Revised Exhibit A**") is substituted therefor. Revised Exhibit A shows the following:

- a. The land included in the Property as described in the Option and which will remain part of the Property is shown as "EXISTING LOT LAYOUT" and "PREVIOUS LOT LAYOUT" on Revised Exhibit A;
- b. The Additional Land to be included in the Property is shown as "PROPOSED EXPANSION LOT LAYOUT" on Revised Exhibit A; and

- c. The Conservation Restriction Parcel, as defined in the Option, is shown as the portion of the land shown as "EXISTING LOT LAYOUT" and "PREVIOUS LOT LAYOUT" on Revised Exhibit A which is further identified as "RESTRICTED LAND" on Revised Exhibit A.

4. Section 1.2(c) of the Option is revised by deleting the references therein to "Rackemann, Sawyer and Brewster, P.C." and substituting therefor "Verrill Dana, LLP."

5. The Reserved Area, as defined in the Option, shall include, in addition to the area shown on Exhibit D attached to the Option, the entirety of the Additional Land.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. This Amendment may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. This Amendment may be executed and/or delivered by electronic or facsimile means, and copies of executed signature pages stored electronically in portable document format (pdf) shall be binding as originals.

10. Neither party shall record this Amendment without the express prior written

consent of the other, which consent may be withheld by Seller in its sole and absolute discretion. If Purchaser records a copy of this Amendment without Seller's consent, Seller, at Seller's option, may declare Seller's obligations hereunder and under the Option to be null and void and may deem Purchaser to be in default of its obligations hereunder and thereunder.

11. The undersigned hereby certify that they have been duly authorized to execute and deliver this Amendment on behalf of Seller and Purchaser, respectively.

12. All capitalized terms herein, if not otherwise defined, shall have the meanings ascribed to them in the Option.

13. This Amendment, together with the Option, contain the entire agreement between the parties with regard to the matters set forth herein and supersede all prior discussions and understandings. In the event of any conflict and/or any inconsistencies between the terms of this Amendment and the terms of the Option, the terms of this Amendment shall control for all purposes.

14. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. In all other respects the Option shall remain unmodified and shall continue in full force and effect, as amended hereby.

[Signatures on Next Page]

Executed as a sealed instrument as of the date first set forth above.

SELLER:

BRITTON FAMILY LLC

By: Peter P. Britton
Peter P. Britton
Manager

By: Beatrice T. Britton
Beatrice T. Britton
Manager

By: Caleb Loring III
Caleb Loring III
Manager

HARBORLIGHT COMMUNITY PARTNERS, INC.

By: Andrew DeFranza
Andrew DeFranza
Executive Director

Revised Exhibit A
(Plan Including Additional Property)

[SEE ATTACHED]

