

## PURCHASE AGREEMENT ASSIGNMENT

**THIS PURCHASE AGREEMENT ASSIGNMENT** (“Assignment”) is made by and between **PLH, LLC, an Indiana limited liability company** (together with its successors and assigns “Assignor”), and **Allco Finance Limited, a Delaware corporation** (together with its transferees, successors and assigns “Assignee”).

Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to a Purchase Agreement (“Agreement”) and any and all amendments and addendums to said Agreement, to acquire certain real property consisting of a parcel or parcels of land (“Land”). The description of the Land and the terms of the Agreement are attached to this Assignment as Exhibit A.

This Assignment, and the rights, obligations and interests assigned hereby shall be for such a period of time as described in said Agreement and shall run with the lands described in the Agreement attached as Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of New York.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 25<sup>th</sup> day of July, 2017.

**ASSIGNOR:**

PLH, LLC

By: \_\_\_\_\_

Name: Christopher Little

Title: Vice President

**ASSIGNEE:**

Allco Finance Limited

By: \_\_\_\_\_

Name: Thomas Melone

Title: President

**EXHIBIT A**  
**PURCHASE AGREEMENT**

(See next page)

## AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

**THIS PURCHASE AGREEMENT** (this "Agreement") is made and effective on the date fully executed by both parties by and between **Roman Management LLC, a Massachusetts limited liability company (Lot 4-1A) and Richard Roman (Lot 4-3) ("Seller") and PLH, LLC, an Indiana limited liability company or its assigns ("Buyer")**. From time to time throughout this Agreement, Buyer and Seller may be referred to collectively as "Parties".

### RECITAL:

Seller owns certain real property comprised of approximately seventy-six and 97/100 (76.97) acres, located in Worcester County, State of Massachusetts known as Assessor Parcel Number (APN) 4-1A and (APN) 4-3 approximately 6,200 square feet and legally described on the Exhibit A ("Property"), attached hereto and made a part hereof. Seller desires to sell, and Buyer desires to purchase, the Property upon the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing and of the following terms and conditions, the Parties agree that:

1. **PROPERTY.** Seller agrees to sell and the Buyer agrees to purchase the Property known as all property controlled by Seller being legally described in Exhibit "A" (the Property").
2. **EFFECTIVE DATE.** This Agreement shall become effective and in force and effect upon the later execution date of the Agreement by both Parties ("Effective Date").
3. **PURCHASE PRICE.** The Buyer will pay to Seller the sum of [REDACTED] (the "Purchase Price"), to be paid as follows:
  - a. [REDACTED] earnest money as described in Agreement
  - b. Balance at closing
4. **CLOSING.** Closing shall occur at a mutually agreeable location, within fifteen (15) days after the expiration of the Original Contingency Period, or Extended Contingency Period thereof (the "Closing Date")
5. **EARNEST MONEY.** Within five (5) days after the Effective Date, Buyer shall provide deposit with Commonwealth Property Associates, Inc., located at P.O. Box 480, Leominster, MA 01453 ("Escrow Agent") the sum of [REDACTED] (the "Earnest Money Deposit") which Earnest Money Deposit shall be refundable to the Buyer during the Original Contingency Period as defined herein. At the expiration of the Original Contingency Period, the Earnest Money Deposit shall become non-refundable, except upon default by the Seller. The Earnest Money deposit shall be held in a non-interest bearing account, and applied to the purchase price at closing. The Earnest Money Deposit shall be subject to the Escrow Agreement attached hereto as Exhibit "B".

6. **CONTINGENCY PERIODS.** The Buyer shall have thirty (30) days from the Effective Date of this Agreement (the "Original Contingency Period"), in which to conduct due diligence and determine the suitability of the Property, in Buyer's sole discretion, for the purpose intended by the Buyer. The Earnest Money Deposit shall be fully refundable to Buyer during the Original Contingency Period and shall be applicable to the Purchase Price at Closing.

Buyer may elect to extend Original Contingency Period for an additional thirty (30) days. If Buyer desires to exercise Extended Contingency Period, Buyer shall provide such written notice to Seller and Seller Agent prior to termination date of original thirty (30) day Contingency Period and the previously provided [REDACTED] escrow deposit shall be non-refundable.

If prior to the end of the Original or Extended Contingency Period Buyer does not provide Seller with written notice of either (i) its intent to close on the purchase of the Property or (iii) its intent to terminate this Agreement, this Agreement shall automatically terminate and become null and void and neither Party thereafter shall have any further obligation to the other except that any refundable portion of the Earnest Money Deposit shall be promptly returned to Buyer.

During the Original Contingency Period, the Buyer may terminate this Agreement by providing written termination notice at its sole discretion and receive the return of the Earnest Money Deposit.

7. **BROKER FEES.** Seller is represented by [REDACTED] ("Broker"). Buyer is represented by [REDACTED] license number [REDACTED]. The Broker shall be paid a commission by Seller pursuant to a separate agreement between Seller and the Broker. Broker shall pay to Melone a co-brokerage commission equal to 50% of the total commission. Except with respect to the Broker and Melone, each party represents to the other party that the representing party has not had any contact or dealings regarding the subject matter of this transaction through any licensed real estate broker or other person who can claim a commission or finder's fee as a procuring cause of the sale contemplated herein and neither has engaged or is aware of any person entitled to a brokerage commission or finder's fee but the Broker and Melone. Each representing party agrees to defend and indemnify the other against any claim for commission or other compensation based upon dealings of such representing party. Broker fees shall exclude any Earnest Money Deposits that become non-refundable.
8. **IMPROVEMENTS.** All Improvements presently located on the Property, if any, are included in the Purchase Price.
9. **PRORATIONS.** All property taxes and special assessments if any, shall be prorated as of the date of the closing.
10. **REPRESENTATIONS.** Seller represents, warrants and covenants: i) that the Property will be free of any tenancies as of the Closing Date and no party shall be in possession thereof; ii) that Seller owns the Property in fee simple and such title is marketable, iii) Seller has no knowledge of any "Hazardous Substance," "pollutant" or "contaminant" ever being released from any "facility" or "vessel" located on or used in connection with the Property; or taken any action in "response" to a "release" in connection

with the Property (the terms set within quotation marks shall have the meanings given to them in the federal Comprehensive Environmental Compensation and Liability Act); iv) as of the Closing, there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to, any tax liabilities, (other than property tax liabilities), Agreement liabilities or tort liabilities for which or to which Buyer of the Property will be liable or subject except for non-delinquent Real Estate Tax obligations; v) Seller agrees to cooperate with Buyer in any and all reasonable inquiries and/or applications that Buyer may pursue in connection with its intended use of the Property; vi) Seller is not aware of any storage tanks, underground storage tanks, wells, or abandoned wells or septic systems upon the Property; vii) the Property shall be substantially in the same condition at Closing as it is in currently; viii) to the best of Seller's knowledge, no methamphetamine production has occurred on the Property; ix) Seller has not received any written notice concerning violations or alleged violations of applicable laws in connection with the Property, and to Seller's knowledge, there exists no writ, injunction, decree, order, or judgment outstanding relating to the ownership, use, maintenance, or operation of the Property by any person in violation of or from alleged violations of applicable laws; x) there are no pending eminent domain or condemnation proceedings against the Property or any part thereof and to Seller's knowledge, no such proceedings are presently threatened or contemplated by any authority with the power of eminent domain; and xi) Seller has not entered into any other Agreement for the sale of the Property and at the Closing Date there will be no rights of first refusal or options to purchase the Property. Seller has been approached/reviewing contract with logger to harvest and sell standing timber. Seller may sell such timber to logger prior to Closing.

11. **TRANSFER OF TITLE.** Title shall be conveyed by Warranty Deed from Seller to Buyer or its assignee at closing. Buyer shall have until the end of the Contingency Period to obtain and review a commitment for title insurance ("Title Commitment") to be issued by Buyer's title insurance company. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust, special liens and liens that are capable of being satisfied by the payment of a sum certain, and affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the following items recorded in the Clerk's Office of said County; easements without encroachments, applicable zoning ordinances, protective covenants and prior reservations and/or conveyances of mineral rights. In the event of defects in the title, that cannot be cured by the designated closing date, Buyer at its option may either (a) cancel this Agreement, in which case all earnest money deposited shall be returned, (b) accept title as is and close, or (c) if the defects are of such character that they can be remedied by legal action, Seller may have such reasonable time to perform this curative work at Seller's expense, solely if desired by Seller, and in the event that the Seller fails to timely commence curative work the Buyer may at its sole option commence the same. In the event Buyer elects option (c), Seller agrees to co-operate and hereby authorizes Buyer to proceed on behalf of Seller in any reasonable curative action; and the cost of any such action shall be borne by the Seller from proceeds at closing only. In the event such curative work is commenced, the time specified herein for closing of this sale shall be extended for thirty (30) days to complete such action.
12. **CLOSING COSTS.** Buyer shall pay recording fees, and all costs related to financing, appraisals, a survey, all costs of inspection and due diligence, and title insurance policies as required by Buyer. Seller shall pay the cost of preparing a Warranty Deed and a Title Commitment or binder if Buyer

closes on the Property. In the event Buyer does not close on the Property, Buyer shall be responsible for paying any fees associated with obtaining a Title Commitment. Seller and Buyer shall each pay their own attorney's fees, respectively.

13. **POSSESSION.** Possession of the Property shall be delivered to Buyer at closing.

14. **DEFAULT.**

- a) In the event that either party shall fail to timely perform any material obligation hereunder, then the other party shall give written notice thereof, specifying the non-performance, and if the non-performance is still continuing five (5) days after such notice, then the non-performing party shall be in default hereunder; provided however that if such non-performance is incapable of being cured within a five (5) day period, but the nonperforming party diligently begins performing a cure thereof: and effects a cure thereof within thirty (30) days of such written notice, then there shall be deemed to be no default.
- b) If the Buyer fails to timely close this transaction, other than due to Seller's default, Seller shall be entitled to terminate this Agreement, and shall be entitled to the Earnest Money Deposit as its sole remedy. Seller may seek specific performance from Buyer as a remedy to default under this Agreement, and any other remedy at law or equity.
- c) If Seller defaults in performing any of the Seller's obligations under this Agreement for any reason, other than due to Buyer's default, Buyer may, seek specific performance of this Agreement, and any other remedy at law or in equity

15. **EMINENT DOMAIN.** If, before Closing, proceedings are commenced for the taking by exercise of the power of eminent domain of all or a part of the Property which would render the Property unacceptable to Buyer or unsuitable for Buyer's intended use, Buyer shall have the right, by giving notice to Seller within thirty (30) days after Seller gives written notice of the commencement of such proceedings to Buyer, to terminate this Agreement, in which event this Agreement shall terminate and all Earnest Money shall be refunded to Buyer. If, before the Closing Date, Buyer has the right to terminate this Agreement pursuant to the preceding sentence but Buyer does not exercise such right, then this Agreement shall remain in full force and effect and, at Closing, the condemnation award (or, if not theretofore received, the right to receive such award) payable on account of the taking shall be transferred to Buyer. Seller shall give written notice to Buyer promptly after Seller's receiving notice of the commencement of any proceedings for the taking by exercise of the power of eminent domain of all or any part of the Property. Buyer shall have a period of thirty (30) days after Seller has given the notice to Buyer required by this Paragraph to evaluate the extent of the taking and make the determination as to whether to terminate this Agreement. If necessary. The Closing Date shall be postponed until Seller has given the notice to Buyer required by this Paragraph and the period of thirty (30) days described in this Paragraph has expired.

16. **ACCESS TO THE PROPERTY.** Buyer and its agents shall have access to the Property at all reasonable times during the term of this Agreement to conduct inspections, surveys, soil tests,

environmental surveys, wetlands studies, and any other type of investigations of the suitability of the Property for the Buyer's intended use, which are customary in the purchase of commercial property. Buyer shall at its sole expense repair any damage to the Property caused by Buyer's activities on the Property. Buyer shall hold Seller harmless for any cost of any nature incurred by Buyer and Buyer's Agents/contractors actions on the Property.

17. **TERMINATION.** This Agreement shall terminate upon occurrence of one of the following events (a) closing of the transaction; (b) Seller's election to terminate upon failure of Buyer to timely close without default of Seller; (c) at the election of the Buyer during the Contingency Period or (d) upon mutual Agreement of the Parties.

18. **AUTHORITY.** Each person executing this Agreement, by his or its execution hereof, represents and warrants that he, she or it is fully authorized to do so, and that no further action or consent on the part of the party for whom he or it is acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.

19. **OTHER PROVISIONS.**

- a) **Notices.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by either (i) certified mail, (ii) overnight delivery service (iii) via facsimile or (iv) via electronic mail (e-mail), and shall be deemed to have been given and received when such notice is received by the addressee, properly addressed, with postage or courier fee prepaid. Such notices shall be given to the parties hereto at the following addresses:

FOR BUYER:                      Ecos Energy  
                                         % Chris Little  
                                         222 S 9<sup>th</sup> St, Suite 1600  
                                         Minneapolis, MN 55402  
                                         Telephone: (651) 268-2053  
                                         Facsimile: same as telephone  
                                         E-Mail: [chris.little@ecosrenewable.com](mailto:chris.little@ecosrenewable.com)

FOR SELLER:                      Roman Management LLC  
                                         130 Edinboro Street  
                                         Marlborough, MA 01752

All notices given under this Agreement shall be also served upon the Escrow Agent at the following address:

Commonwealth Property Associates, Inc.  
Tuomo Peltokangas  
P.O. Box 480  
Leominster, MA 01453  
And electronically: [tuomo@cpa-realestate.com](mailto:tuomo@cpa-realestate.com)

Any party hereto may, at any time by given written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

- b) **Entire Agreement.** This Agreement embodies along with the Exhibits hereto and documents specifically incorporated by reference into this Agreement as any exhibits thereto, and constitute the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of sought waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- c) **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.
- d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- e) **Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f) **Confidentiality.** The Parties agree that this Agreement, including its existence and contents shall be held in confidence and not disclosed to third parties, except for the Buyer's lenders and its agents, and agents of the Buyer as necessary for due diligence, appraisals and surveys.
- g) **Force Maiuere.** In the event of a Natural disaster, war, terrorist attack, manmade disaster of any type affecting the potential use of the Property, this Agreement shall be superseded and extended for such period of time for the occurrence of such event until such condition is abated.
- h) **Drafting.** This Agreement shall be construed as if jointly drafted, with each party being represented by counsel in negotiating and drafting. The masculine, feminine and neuter genders shall each include the others, and the singular shall include the plural and the plural the singular, except where context specifically dictates otherwise.



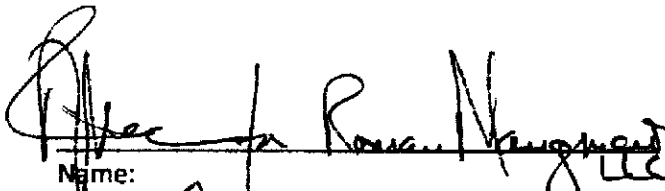
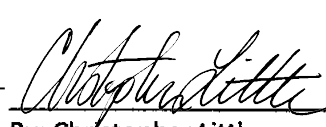
- i) **Time.** Time is of the essence in the performance of this Agreement. Wherever under the terms and conditions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day thereafter.
- j) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.
- k) **Facsimile/Electronic Mail.** A facsimile copy or an electronic mail (e-mail) copy of this Agreement, when executed by a party and transmitted via fax or e-mail to the other party shall be binding on the signing and transmitting party, and such facsimile or e-mail copy shall be considered an original for all purposes.

20. **Acceptance of Offer.** The terms of this Agreement shall be valid until July 26, 2017 at 5:00 pm Central Standard Time ("Expiration Date"), unless this Agreement is accepted and executed by both parties prior to the Expiration Date.

The parties have executed and delivered this Purchase Agreement on the day and year first above written.

**SELLER: Roman Management LLC**

**BUYER: PLH, LLC**

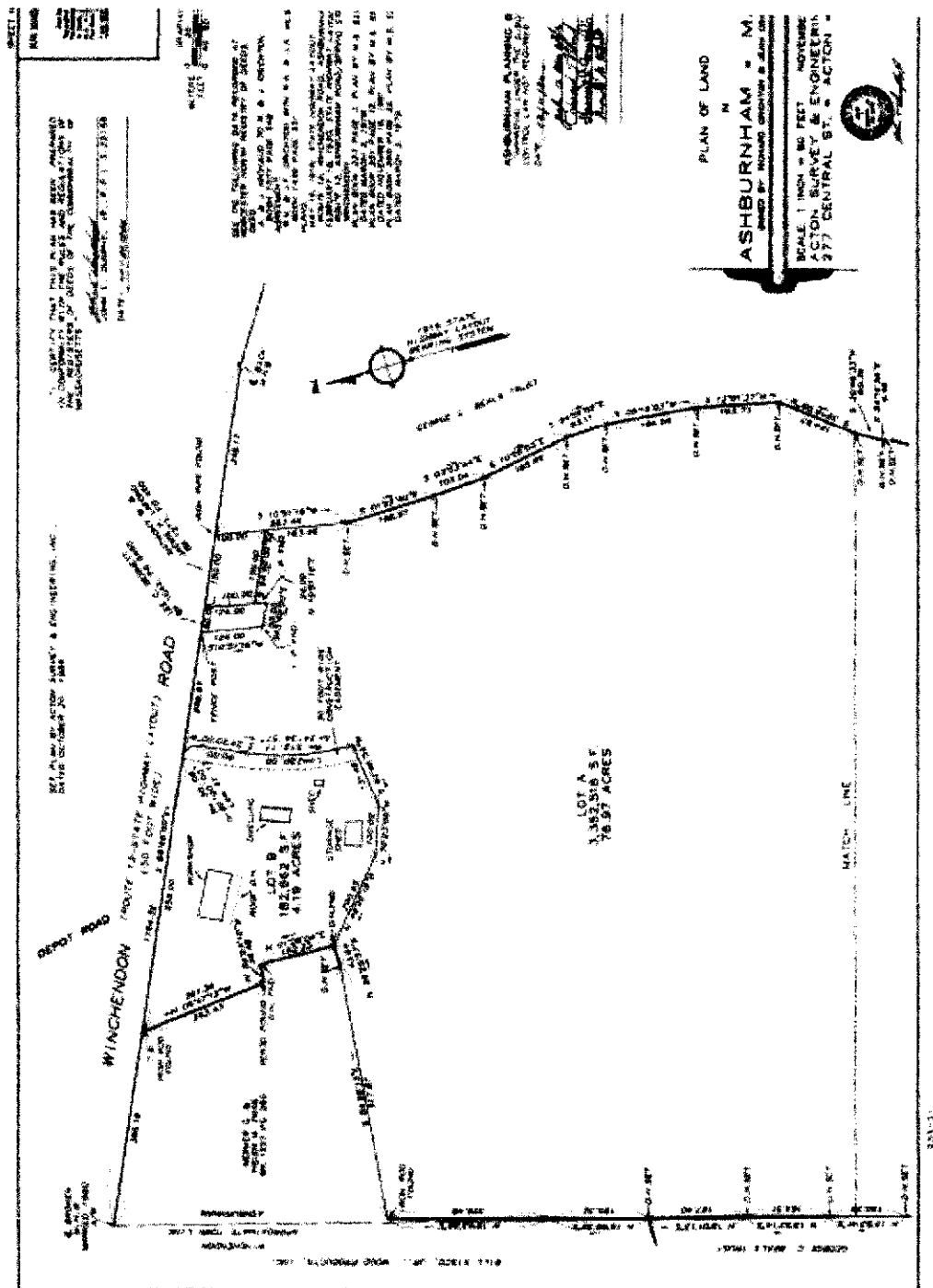
 Name: _____ Date: <u>July 25, 2017</u>	 By: Christopher Little Its: Vice President Date: <span style="background-color: black; color: black;">[REDACTED]</span>   July 25, 2017
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That certain real property, consisting of approximately seventy-six and 97/100 (76.97) acres, located in Worcester County, State of Massachusetts known as Assessor Parcel Number (APN) 4-1A and (APN) 4-3, deed recorded with the Worcester District Registry of Deeds in Book 7413, Page 309 and 7411 Page 12 more particularly described as follows:

[Seller to insert legal description]



2  
SAFE  
Wilson + Ormott, PC.  
201 & 222 M  
Acton, MA 01726

Bk 7413 P#309 #7712  
05-26-2011 @ 11:39a

### QUITCLAIM DEED

I, RICHARD J. ROMAN, Trustee of ASHBURNHAM CROSSING REAL ESTATE TRUST under declaration of trust dated January 29, 1987, recorded in Worcester North District Registry of Deeds in Book 1541, Page 382,

for consideration paid and in full consideration of LESS THAN ONE HUNDRED (\$100.00) DOLLARS,

grant to

Roman Management LLC, a Massachusetts limited liability company with a principal office at 93 Teele Road, Bolton, Worcester County, Massachusetts

*with QUITCLAIM COVENANTS*

the land situated in Ashburnham, Worcester County, Massachusetts shown as "Lot A" on "Plan of Land in Ashburnham, Mass. Owned by Richard Crichton & Jean Crichton dated November 19, 1986 Acton Survey & Engineering Inc." recorded with Worcester Northern District Registry of Deeds Plan Book 303 Page 21, to which plan reference is hereby made for a more detailed description.

Containing 3,352,516 square feet (76.97 acres) of land.

For title see deed of Robert A. Wilson, et ux, dated January 29, 1987, recorded with Worcester Northern District Registry of Deeds in Book 1541, Page 390.

Lot A is conveyed with the benefit of the thirty (30') wide construction easement shown on the above plan.

WITNESS my hand and seal this 5<sup>th</sup> day of May, 2011.

Property Address: Winchendon Road (Route 12) Ashburnham, MA

Ashburnham Crossing Real Estate Trust,

By: \_\_\_\_\_

Richard J. Roman, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 5<sup>th</sup> day of May, 2011, before me, the undersigned notary public, personally appeared RICHARD J. ROMAN, proved to me through satisfactory evidence of identification, which consisted of a ☒ drivers license - ☐ birth certificate ☐ passport- ☐ other \_\_\_\_\_ to be the person whose name is signed to the preceding instrument, and acknowledged to me that he signed it voluntarily for its stated purposes.

Witness my signature and official seal.

[Seal]



William F. Brooks, Notary Public  
My Commission Expires: 10/27/2011

ATTEST: NO. WORC. REGISTRY OF DEEDS  
KATHLEEN REYNOLDS DAIGNEAULT, REGISTER

STATE TAX FORM 474

RETURN TO:  
*Cappola & Cappola, P.C.*

THE COMMONWEALTH OF MASSACHUSETTS

Town of Ashburnham

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

I, Anne M. Cervantes, Treasurer of

pursuant to the provisions of General Laws, Chapter 60, Section 79, in consideration

of -\$4,100.00-

XX

100 dollars to me paid, hereby

of 93 Teele Rd., Bolton

described in the instrument of taking or tax collector's deed to which reference

NAME OF PERSON ASSESSED IN THE YEAR OF THE TAX FOR WHICH THE LAND WAS TAKEN OR SOLD	INSTRUMENT OF TAKING OR TAX TITLE DEED			
	RECORDED		REGISTERED	
LOCATION OF PARCEL	Book	Page	DOCUMENT NO.	DATE
Lee C. Bennett Winchendon Rd Lot 42, Map 4, Lot 3 *Assessors' Map	1223	196		

(ATTACH SCHEDULE IF MORE SPACE IS NEEDED. STATE NUMBER OF SCHEDULES ATTACHED.)

The land hereby granted was included in an affidavit map  
taxation, recorded on February 2, 2011, in the Worcester  
Book 7353, Pages 251-322, Document No. XXXXXX, Certificate

relative to the value of certain parcels of land taken by said city  
purchased town

of the tax titles held thereon; and was offered for sale at public auction on

in accordance with a notice of sale posted on March 2, 2011

in Ashburnham Town Hall and published on March 12, 2011  
(SPECIFY PLACE WHERE NOTICE WAS POSTED) ALSO GIVE DATE AND NAME OF NEWSPAPER IN WHICH

and was sold to the above-named

grantee at the original time and place appointed for the sale,

as an adjustment of said debt on XXXX

**EXHIBIT "B"**  
**ESCROW AGREEMENT**

1. This Escrow Agreement shall serve as escrow instructions to the Escrow Agent. In the event of a dispute over the Earnest Money Deposit between the Seller and the Buyer, conflicting demands or requests for disbursements, or it becomes impossible or commercially impractical to comply with the Escrow Instructions contained here, the Escrow Agent at his sole option may initiate an action in interpleader to resolve such dispute; or if the Buyer or Seller have commenced litigation, including any proceeding in bankruptcy, relating to the disposition of all or part of the Earnest Money Deposit, deposit the same with the court in which such litigation is pending. All cost of escrow in the regular course of business will be borne by the Seller. If for any reason, the Escrow Agent should be unable or unwilling to continue as such he may, upon thirty (30) days' notice to the Buyer and Seller, resign as Escrow Agent by paying the Earnest Money Deposit to a substitute Escrow Agent designated in writing by Agreement of the Buyer and Seller and, if no substitute escrow agent is timely designated may interplead the Earnest Money Deposit. The Escrow Agent is acting solely as escrow holder at the request of the Buyer and Seller and for their convenience, and he shall not in his capacity as Escrow Agent, be deemed to be the agent of the Buyer or Seller and shall not be liable to either of said parties for any action or omission except bad faith or in wilful disregard of the provisions of the Agreement unless the same constitutes gross negligence or wilful misconduct on the part of the Escrow Agent; provided that the Escrow Agent may represent either party in matters not directly involving the Earnest Money Deposit, including the transaction contemplated by the Agreement, and the Parties hereby waive any conflict in interest on the part of the Escrow Agent. The Escrow Agent may act upon any instrument or other writing and upon signatures believed by him to be genuine without any duty of independent verification.
2. All defined terms in the Agreement to which this Escrow Agreement is appended shall have the same meanings herein.