

PURCHASE AND SALE AGREEMENT

The parties make this Purchase and Sale Agreement (the "Agreement") this 17 day of July, 2026. This Agreement supersedes and replaces all obligations made in any prior Contract to Purchase, Letter of Intent for Purchase, or other agreement for sale entered into by the parties.

1. PARTIES AND MAILING ADDRESSES

Marie Doyle, Trustee of the Van Stry 2021 Family Trust, u/d/t dated May 31, 2021, of 21 Rockwell Terrace, Malden, Massachusetts 02148 (hereinafter the "SELLER"), agrees to SELL, and **Mystic Valley Regional Charter School, a body corporate duly organized by the laws and holder of a Charter issued by the Commonwealth of Massachusetts Department of Elementary and Secondary Education pursuant to M.G. L. c. 81 sec 84**, of 4 Laurel Street, Malden, Massachusetts 02148 (hereinafter the "BUYER"), agrees to BUY, upon the terms hereinafter set forth, the following described in Paragraph 2.

2. DESCRIPTION

The land with any buildings thereon in Malden, Middlesex County, Massachusetts known and numbered as 40 Faulkner Street, Malden, Massachusetts 02148.

The Premises were conveyed to the SELLER by deed dated May 31, 2021 and recorded with the Middlesex South County Registry as Book 77911, Page 579, a copy of which is attached hereto and incorporated by reference herein.

Also known as: Malden, MA Parcel ID: 102-733-301.

3. FIXTURES

Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and any Fixtures belonging to SELLER located on the Premises and used in connection therewith. Any personal property owned by SELLER and used exclusively or primarily in connection with the ownership or operation of the Property, if any, shall be included for no consideration. SELLER makes no warranties, express or implied, regarding the condition of any fixtures or personal property included herein, and BUYER, upon closing, accepts the same in its "as is" and "where is" condition.

4. TITLE DEED

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

- (a) Provisions of existing building and zoning laws;
- (b) Such real estate taxes and water and sewer charges for the then current year as are not due and payable on the date for the delivery of the deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Easements, restrictions and reservations of record, if any.

5. PURCHASE PRICE

The agreed Purchase Price for said Premises is **TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS.**

\$ 2,500,000.00	to be paid at the time of the delivery of the deed in good funds via wire transfer, certified check, or MA attorney IOLTA check.
\$ 2,500,000.00	TOTAL

6. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at **11:00 o'clock AM on or before July 31, 2026**, at the office of BUYER's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the essence in this agreement.

7. POSSESSION, OCCUPANCY AND CONDITION OF PREMISES

Full possession of said Premises is to be delivered at the time of the delivery of the deed, unless otherwise mutually agreed; said premises to be delivered vacant in broom clean condition, and specifically as follows:

- a) All floors to be delivered vacant in broom clean condition, yard and parking area to be free of debris.

The BUYER shall be entitled personally to inspect said premises within 24 hours prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Clause.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If SELLER shall be unable to give title or to make conveyance of the Premises, all as herein stipulated, or if at the time for delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts, not requiring the expenditure of more than Five Thousand (\$5,000.00) Dollars in the aggregate to cure title, to remove any defects in title as provided herein, or to make the Premises conform to the provisions hereof provided however, and the time for performance hereof and the Closing shall be extended for a period of up to thirty (30) days.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time pursuant to Paragraph 8 hereof, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform with the requirements of this Agreement, then, unless BUYER exercises its election under Paragraph 10 hereof, BUYER may elect to terminate this Agreement and to receive back the Deposit, upon receipt of which all obligations of the parties hereto shall cease.

10. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to elect to accept such title as the SELLER can deliver and to proceed with the Closing upon payment of the full Purchase Price reduced by an amount sufficient to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by SELLER, but otherwise without deduction in Purchase Price. In the event that the reason the Premises do not conform is damage to the Premises caused by fire or other casualty insured against, and SELLER has not restored the Premises to their former condition and BUYER elects to proceed, SELLER shall assign all insurance proceeds to BUYER and the Purchase Price shall be reduced by the net amount of any amounts reasonably expended by SELLER for partial renovation.

11. ACCEPTANCE OF DEED

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

12. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable SELLER to make conveyance as herein provided, SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments other than mortgage discharges so procured are recorded simultaneously with the delivery of said deed, or appropriate arrangement is made for their subsequent recording in accordance with customary local conveyancing practice.

13. INSURANCE

The SELLER shall maintain insurance as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
a. Fire	\$ As presently insured
b. Extended Coverage	

All risk of loss to remain with Seller until the deed is recorded.

14. ADJUSTMENTS

Taxes for the then current fiscal year and water and sewer charges shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed. Seller to bring paid final water/sewer bill to Closing.

15. ADJUSTMENT OF UNADJUSTED AND UNABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of taxes assessed for the preceding fiscal year.

16. BROKER'S FEE:

The SELLER and BUYER represent and warrant to the other that there is no broker with whom SELLER or BUYER has dealt with in connection with the purchase of the Premises and Seller and Buyer hereby agree to indemnify and hold harmless the other in regards to the same.

17. BROKER(S) WARRANTY:

N/A – no brokers to this transaction.

18. DEPOSIT

All deposits made hereunder shall be held, in escrow by Foy Law Office, PLLC as escrow agent, in a non-interest bearing account, subject to the terms of this agreement. In the event or any disagreement between the parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER, or court of competent jurisdiction. The Deposit shall be paid by the Escrow Agent to the party which, by the terms of this Agreement, shall be entitled thereto, forthwith at the time for delivery of the deed or upon any termination of this Agreement. The Deposit shall be credited against the purchase price for the Premises in the event that the conveyance contemplated hereunder is consummated pursuant to and in accordance with this Agreement. Foy Law Office may continue to represent the Seller in this transaction.

19. BUYER'S DEFAULT DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER's sole and exclusive remedy at law and in equity. The BUYER and SELLER acknowledge and agree that in the event of non-performance by the BUYER, the damages to SELLER are difficult to ascertain with precision; therefore, they agree that if SELLER elects to retain the deposit, then the amount of the deposit shall serve as the amount of damages and that this sum shall not be construed as a penalty. The BUYER has reviewed this provision with an attorney of his or her choosing.

20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

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

21. MORTGAGE CONTINGENCY CLAUSE

N/A – this is a cash transaction.

22. CONSTRUCTION OF AGREEMENT

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

23. LEAD PAINT LAW

SELLER makes no representations regarding lead paint on or within the Premises. Upon closing, BUYER assumes all liability regarding any such lead paint.

24. SMOKE AND CARBON MONOXIDE DETECTORS

The BUYER is responsible for any and all smoke and carbon monoxide detector certificates required, at BUYER's sole cost and expense.

The failure of obtaining any such smoke and carbon monoxide detector certificates shall not be a reason on the part of the BUYER for any delay in the Closing.

25. AS IS SALE

BUYER acknowledges that the property is being purchased in its current "as is" condition without any warranties or representations, express or implied, and that BUYER has had an opportunity to fully and completely inspect the Premises, and all information relating thereto.

26. WARRANTIES AND REPRESENTATIONS

BUYER hereby represents to SELLER as follows:

- (a) That this Agreement has been, and all the documents to be delivered by BUYER to SELLER at Closing will be, duly authorized, executed, and delivered by BUYER, are or will be legal, valid, and binding obligations of BUYER, are or will be at Closing

enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which BUYER is a party;

- (b) That BUYER has not relied upon any warranties or representations other than those specifically incorporated in this Agreement or previously made in writing by SELLER.

27. NOTICE

All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of transmission, or sent via e-mail with proof of transmission, addressed as noted in Paragraph #1 of this Agreement.

28. Faxed, scanned or electronic signatures on this Agreement, as well as on any extensions, amendments, modifications or ancillary agreements, shall be considered as binding as original signatures and may be relied upon. Faxed or Electronic Signatures may not be used for Deeds or other documents to be recorded at the Registry of Deeds which shall be original signatures.

29. The SELLER, at the time of delivery of the Deed, shall execute and deliver such certifications as may be reasonably and customarily required by the attorney for the BUYER, including, but not limited to documents relating to: (a) occupancy of the Premises; (b) creation of mechanics or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of the SELLER; and (e) information required to permit the Closing Agent to report the transaction to the Internal Revenue Service.

Notwithstanding the foregoing, with the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, the SELLER shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws, nor shall the SELLER sign any document which creates a post-closing liability for attorney fees.

SELLER to provide Deed and Trustee Certificate in recordable format.

BUYER to provide current (within 60 days) Certificate of Good Standing from MA Secretary of State in recordable format.

30. ACCESS. At all times prior to Closing, SELLER shall provide BUYER and its consultants full access to the Property, subject to reasonable notice and indemnification by BUYER, and to the records and other documents relating to the Property in the possession of SELLER. Said right of access shall be exercised only after reasonable prior notice and only in the presence (at their option) of SELLER and only with

reasonable frequency. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the Deed hereunder, or termination of this Agreement.

31. INDEMNIFICATIONS

Indemnification by SELLER. The SELLER agrees to defend, indemnify, and hold BUYER and its members, managers, officers, successors and assigns harmless from and against any and all damages, claims, suits, liabilities, fines, penalties, costs, losses, and expenses (including without limitation reasonable counsel fees) of any kind or nature whatsoever, whether or not involving a third-party claim that may be sustained or suffered by the BUYER arising from or related to (a) a breach of any representation, warranty or covenant made by SELLER in this Agreement or any other agreement, certificate or document delivered by or on behalf of SELLER to BUYER pursuant to this Agreement; or (b) obligations relating to the Property arising or accruing prior to the Closing that have not been expressly assumed by BUYER.

Indemnification by BUYER. The BUYER agrees to defend, indemnify and hold the SELLER and its members, beneficiaries, successors and assigns harmless from and against any and all damages, claims, suits, liabilities, fines, penalties, costs, losses, and expenses (including without limitation reasonable counsel fees) of any kind or nature whatsoever, whether or not involving a third-party claim that may be sustained or suffered by such SELLER arising from or related to (a) a breach of any representation, warranty or covenant made by BUYER in this Agreement or any other agreement, certificate or document delivered by or on behalf of BUYER to the SELLER pursuant to this Agreement; or (b) obligations relating to the Property arising or accruing on or after the Closing Date.

The above indemnifications shall survive the closing.

32. MISCELLANEOUS

- (a) Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including without limitation any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.
- (b) Each party agrees to perform such additional acts and execute such additional documents as are necessary or appropriate to carry out this Agreement.

- (c) This Agreement shall supersede all prior written or oral agreements between the parties hereto and shall not be modified or amended except by a duly executed written modification or amendment which documents shall expressly state that it is a modification or amendment hereof.
- (d) This Agreement may be executed in several counterparts, which shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties.
- (e) This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts.
- (f) Any title or practice matter which is the subject to a title or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be governed by said title or practice standard to the extent applicable.
- (g) Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either Party and any attempt to do so shall, at the election of the other Party, constitute a breach of this Agreement.

33. Mechanic's Liens. The Seller agrees that if any mechanics or Materialmen's liens with respect to work done on the premises on Seller's behalf are recorded after delivery of the deed Seller will promptly cause such liens to be duly discharged of record. Seller agrees to indemnify and hold Buyer harmless from and against any cost, loss damage or expense, including reasonable attorney fees if any, arising out of or relating to any such lien placed on said premises.

34. Title Requirements.

A. All buildings, structures and improvements, including but not limited to any driveways, garages and all lanes of access to the Premises, shall be located completely within the boundaries lines of said Premises and shall not encroach upon or under the property of any other person or entity, except by means of a valid recorded easement.

B. No building, structure or improvement of any kind belonging to another person or entity shall encroach upon or under said premises except by means of a valid recorded easement.

C. The Premises shall abut or have direct pedestrian and vehicular access to a public way duly laid out or accepted as such by the City of Malden. The Premises are serviced by the City of Malden Water and Sewer.

D. Title to the premises is insurable for the benefit of the buyer by a title insurance company in a fee owners policy of title insurance at normal premium rates and an American Land Title Association form currently in use subject only to the exceptions normally included in the jacket to such policy and to which exceptions are permissible under paragraph 4 of this agreement.

35. Seller Warranties. All of the following are to the best of Seller's actual knowledge and without independent investigation or duty to inquire:

A. The Seller warrants and represents that as of the date of this agreement no notice or communication has been received by the Seller from any Public Authority that



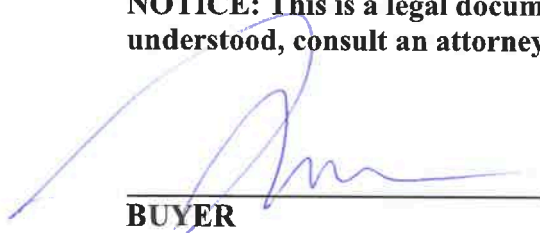
there exists any violation with respect to the Premises which would preclude Seller's delivery of the Deed in conformity with the title provisions contained herein, or which would materially interfere with the Buyer's use and occupancy of the premises.

B. The Seller represents to the best of their knowledge that the Seller is not aware of any threatened or unresolved litigation or pending or ongoing regulatory hearings or actions which could affect or encumber said Premises and Seller agrees to keep Buyer informed by notice given pursuant to this Agreement of any such anticipated litigation hearings or actions, whether scheduled, anticipated or in progress.

C. The Seller represents that there has not been any generation storage or release of oil or other hazardous material at the premises, other than the storage and use of fuel oil.

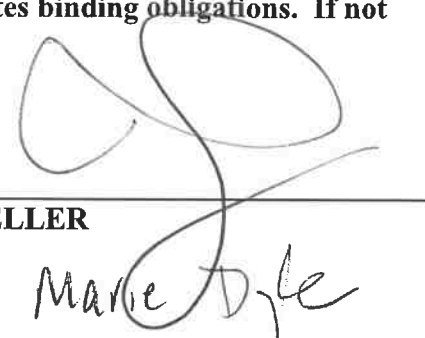
36. The parties hereby represent and warrant that they have the authority to enter in to this Purchase and Sales Agreement.

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



BUYER

GEORGE WARREN
CHAIR, BOARD OF TRUSTEES



SELLER

Marie Dyle