

PURCHASE AGREEMENT
and
JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement"), is entered into this ___ day of _____, 2011, by and between the TOWN OF LEDYARD, CONNECTICUT, a Connecticut municipal corporation having an address of 741 Colonel Ledyard Road, Ledyard, Connecticut 06339, Attn: Town Planner (hereinafter "Seller") and **G.B. New England 2, LLC**, an Indiana limited liability company, with offices at 600 E. 96th Street, Suite 150, Indianapolis, IN 46240, or its assigns (hereinafter "Purchaser"). (Purchaser and Seller are hereinafter referred to collectively as the "parties").

WITNESSETH:

WHEREAS, Seller owns, in fee simple, that certain parcel of real property consisting of approximately 82,000 square feet (1.89 acres) of land, being known as a portion of 7 Hurlbutt Road in the Village of Gales Ferry, Town of Ledyard (the "Town"), State of Connecticut, which parcel is described on the legal description attached hereto and made a part hereof as Exhibit A (the "Property"), and shown on that ALTA/ASCM Land Title Survey prepared by Vanasse Hangen Brustlin, Inc. dated April 13, 2010, Job No. 41545.29, Sheet Number SV-1 attached hereto and made a part hereof as Exhibit A-1 (the "Survey"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate (as defined in Section 1.1 herein), pursuant to the terms, conditions and covenants contained in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the Real Estate (as defined in Section 1.1 herein) and the mutual covenants and agreements contained in this Agreement, the parties hereby covenant and agree as follows:

Section 1. REAL ESTATE

- 1.1 **Real Estate.** Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's rights, title and interest in and to the property described in Section 1.2 hereof (the "Real Estate") pursuant to the terms and conditions set forth herein.
- 1.2 **Description of Real Estate.** The Real Estate shall consist of:
- (a) The Property;
 - (b) All rights, privileges and easements appurtenant to the Property and owned by Seller (the "Appurtenant Rights"); and
 - (c) All improvements, if any, on or within the Property (the "Improvements").

Section 2. PURCHASE PRICE

- 2.1 **Payment of Purchase Price.** The "Purchase Price" for the Real Estate shall be Six Hundred and Twenty Five Thousand and No/100 Dollars (\$625,000.00) and shall be paid at closing, subject to

the adjustments required in this Agreement in accordance with the terms hereof. The parties hereto agree and acknowledge that the Purchase Price has been agreed to by Seller in consideration of Purchaser submitting building plans for approval that shall be substantially similar to the building design shown on Exhibit B attached hereto and incorporated herein by reference (the "Building"). Notwithstanding anything in the foregoing or this Agreement to the contrary, and without limiting the rights of Purchaser under Section 6.3 hereunder, in the event that the Town shall require any changes to the attached design for the Building during the Permitting Period that shall increase the cost of construction of the Building, Purchaser shall have the right to terminate this Agreement, in which event the Fair Consideration (as defined below) shall be delivered to Seller by Escrow Agent and Escrow Agent shall return the balance of the Deposit to Purchaser.

- 2.2 **Deposit.** Within five (5) business days after the Effective Date (as defined in Section 12.10 below), Purchaser shall pay to Chicago Title Insurance Company (which shall serve as the "Escrow Agent" and "Title Company" hereunder) the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) (the "Deposit") in immediately available funds, which shall be held in trust as an earnest money deposit. Escrow Agent shall deposit the Deposit in an interest-bearing money-market account with a federally insured financial institution.

Section 3. SELLER'S REPRESENTATIONS AND WARRANTIES

In order to induce Purchaser to enter into this Agreement and to purchase the Real Estate, and in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser, and each of which shall survive closing and delivery of the deed.

3.1 Representations and Warranties.

- 3.1.1 Seller holds good and marketable title to the Real Estate in fee simple and, subject to the terms of Section 3.4 below, has the right, power and authority to enter into this Agreement and to sell the Real Estate in accordance with the terms and conditions hereof;
- 3.1.2 To the best of Seller's knowledge, there are no outstanding notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations with regard to the Real Estate, its condition, or use;
- 3.1.3 As of the date hereof, Seller has not entered into, permitted, or consented to, any agreements, declaration, or decree that would affect or impair the development of the Real Estate as a retail pharmacy with drive through or increase the cost of owning or developing the Real Estate, provided that the foregoing shall not apply to zoning or other land use regulations established by the Town that shall apply to Purchaser's proposed development of the Real Estate;
- 3.1.4 Intentionally Omitted;
- 3.1.5 To the best of Seller's knowledge, there exists no notice of any uncorrected violations of housing, building, safety, or fire ordinances;

- 3.1.6 Seller has not derived its interest in the Real Estate or any portion thereof by adverse possession, and to the best of Seller's knowledge, there has not been, and there is not now, any claim or threat of adverse possession;
- 3.1.7 The Real Estate is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and, to the best of Seller's knowledge, there are no such special taxes or assessments for roadway, sewer, or water improvements or other public improvements pending, planned, or threatened;
- 3.1.8 No options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Real Estate or any part thereof;
- 3.1.9 There are no leases in effect with respect to all or any part of the Real Estate and there are no other parties in possession of any portion of the Real Estate. Seller shall not (i) enter into any new leases, or (ii) allow occupancy or use of any portion of the Real Estate under any license, easement, or other agreement, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion. Seller will deliver exclusive possession of the Real Estate to Purchaser at Closing, free and clear of any tenants, leases or other occupancy rights;
- 3.1.10 Seller has received no notice, oral or written, of the desire of any public authority or other entity to take, condemn, or use the Real Estate or any part thereof and, to the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending, planned, or threatened against the Real Estate or any part thereof;
- 3.1.11 No payments for work, materials or improvements furnished to the Real Estate will be due or owing at Closing and no mechanic's lien, materialman's lien, or similar lien shall exist against the Real Estate at the time of Closing;
- 3.1.12 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:
- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or, to the best of Seller's knowledge, any predecessor of Seller is a party, or
 - (b) Violate any restriction to which Seller is subject, or
 - (c) subject to the receipt of the Conveyance Approval (defined below) and to the best of Seller's knowledge, constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order, or
 - (d) Result in the acceleration of any mortgage or note pertaining to the Real Estate or the cancellation of any contract or lease pertaining to the Real Estate; or
 - (e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchase pursuant to the provisions of this Agreement;

3.1.13 Seller will not cause, nor, to the best of Seller's ability, permit any action to be taken which would cause, any of Seller's representation or warranties to be false as of Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations or warranties;

3.1.14 Intentionally Omitted;

3.1.15 To the best of Seller's knowledge, the Real Estate abuts a public way which imposes no access restrictions (or has the benefit of a perpetual easement along a private way which provides unrestricted ingress, egress and regress to and from the Real Estate, and which will be conveyed together with the Real Estate to Purchaser at Closing); and

3.1.16 Seller shall deliver to Purchaser all information and materials required to be delivered pursuant to Section 6.1 herein, if any, and said information and materials shall be true, correct and complete in all material respects from the time of such delivery and through the date of Closing.

3.2 **Environmental Hazards:** Seller hereby represents and warrants to Purchaser that, to the best of Seller's actual knowledge, the Real Estate is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety, and that the Real Estate has never been used for a land fill, dump site, storage of hazardous substances, underground storage tank or by a manufacturer of any product or for any other industrial use.

In the event that Purchaser notifies Seller prior to Closing that the Real Estate is contaminated or threatened with contamination, and Purchaser's notice is accompanied by a report from an engineering company with experience in evaluating such matters, and Seller does not agree to remediate such contamination, Purchaser may, at Purchaser's option, elect to terminate this Agreement by notice to Seller, upon which Purchaser shall be entitled to the prompt return of the Deposit and the parties shall be relieved of any further obligation to each other.

3.3 **Effect of Warranties/Indemnification.** Seller hereby covenants and agrees that the warranties set forth in this Section and elsewhere in this Agreement shall remain continuously in full force and effect, and the statements of facts and conditions warranted shall continue to be valid, truthful and factually accurate until completion of Closing. In the event that Closing or any of the other transactions contemplated, cannot occur due to breach of any of the said warranties and covenants as the result of Seller's willful misconduct or intentional misrepresentation, Seller shall reimburse Purchaser for all out of pocket expenses incurred by Purchaser in its development efforts undertaken under, or consistent with, the terms of the Agreement.

3.4 **Approval of Sale Pursuant to Town Charter.**

Seller and Purchaser agree and acknowledge that this Agreement shall be required to be approved by the Town Council of the Town (the "Town Council") and then ratified by residents of the Town at an open meeting of the Town's population (the "Town Meeting"). Seller hereby represents and warrants to Purchaser that no minimum percentage or quorum of the population of the Town must be present at the Town Meeting in order to act on and approve this Agreement, and that this Agreement may be approved by a simple majority of those present at such Town

Meeting. Seller shall have a period of forty five (45) days from the Effective Date of this Agreement (the “Charter Approval Period”) to obtain both (i) approval of the Town Council and (ii) approval of the residents of the Town at the Town Meeting, such that this Agreement shall be fully approved according to all requirements of the Charter of the Town prior to the expiration of the Charter Approval Period, with the result that the Seller shall have the full and complete authority to (i) perform its obligations under this Agreement and (ii) convey the Real Estate to Purchaser pursuant to the terms hereof (collectively the “Conveyance Approval”). In the event that Seller shall not obtain the Conveyance Approval on or before the expiration of the Charter Approval Period, either Seller or Purchaser shall have the right to terminate this Agreement upon written notice to the other party anytime after the expiration of the Charter Approval Period, in which event this Agreement shall terminate, the Deposit, less the Fair Consideration, shall be immediately refunded to Purchaser and neither party shall have any further obligation hereunder, each to the other.

Section 4. PURCHASER'S WARRANTIES AND REPRESENTATIONS

Purchaser hereby represents and warrants to the Seller as follows:

- 4.1 **Purchaser's Standing and Authority.** Purchaser is a limited liability company duly organized and currently in good standing under the laws of the State of Connecticut. This Agreement, when executed and delivered by Purchaser, will be a valid and binding obligation of Purchaser in accordance with its terms.
- 4.2 **Further Acts of Purchaser.** On or before Closing, Purchaser will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Seller and/or the Title Company to complete the transactions described in this Agreement.

Section 5. TITLE MATTERS

- 5.1 **Status of Title.** Following the Effective Date, Purchaser shall order a standard form ALTA Owner's Title Policy Commitment covering the Real Estate issued by the Title Company, together with copies of all instruments, if any, referred to in the commitment as exceptions to title (“Commitment”). Prior to the Inspection Acceptance Date (as herein defined), Purchaser shall review the Commitment, and, if any exceptions to the Commitment are objectionable to Purchaser, Purchaser shall notify Seller in writing. Seller will have thirty (30) days after receipt of Purchaser's notification of any disapproved exceptions in which to advise Purchaser that either:
 - (i) Seller will, at Seller's sole cost and expense, cause the disapproved exceptions to be removed, or obtain affirmative coverage with respect to such exception under the Title Policy (as defined below) in a form satisfactory to Purchaser; or
 - (ii) Seller will not cause the disapproved exceptions to be removed.

If Seller advises Purchaser that it will not cause the disapproved exceptions to be removed, Purchaser will have fifteen (15) business days to elect, as its sole remedy, to either:

- (x) Proceed with the purchase and acquire the Real Estate, in which case the disapproved exceptions shall be deemed waived by Purchaser; or

- (y) Cancel the Escrow and this Agreement by written notice to Seller and Escrow Agent, in which case the Earnest Money, less the Fair Consideration payable to Seller, will be returned to Purchaser.

If Purchaser does not give Seller notice of its election within the above fifteen (15) business day period, Purchaser will be deemed to have elected to accept title as set forth in the Commitment. If Seller commits to remove any disapproved exception to title and fails to do so by Closing, Seller will be in default under this Agreement and Purchaser may, at Purchaser's election, pursue its remedies as set forth in this Agreement, and as may otherwise be available at law or in equity. This sale is subject to Purchaser being able to obtain an ALTA extended policy of title insurance (the "Title Policy") issued by the Title Company in an amount equal to or greater than the Purchase Price insuring Purchaser that Purchaser has fee title to the Real Estate, subject only to taxes for the current fiscal year and those exceptions approved of by Purchaser in accordance with this Agreement, plus Purchaser obtaining any endorsements required by Purchaser.

Notwithstanding anything to the contrary in this Section, Purchaser hereby objects to:

- (a) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements;
- (b) any restriction(s) recorded in the land records prohibiting use of the Real Estate as or for: a retail store for the sale and/or compounding of prescription drugs, or wherein a licensed pharmacist is employed in connection with the sale of prescription drugs, and/or the sale of health and beauty aids and other items or services as are from time to time sold or offered by so-called "chain" drugstores, and/or drive through uses, and/or any restrictions on hours of operation;
- (c) all judgment liens, liens, notices of lis pendens, attachments and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes);
- (d) any options or rights of purchase;
- (e) notices of lease or possession, occupancy rights to the Real Estate in whole or in part; and
- (f) all restrictive easement agreements, conditions, covenants, restrictions and easements (i.e. "CC&Rs"), site development agreements, and all other similar agreements and declarations.

Section 6. PURCHASER'S DUE DILIGENCE.

- 6.1 **Purchaser's Inspection.** Purchaser and Purchaser's agents, employees, contractors, engineers, architects, surveyors and market analysts shall have the right to conduct a "due diligence" inspection of the Real Estate, including, but not limited to, such studies, analyses, searches and surveys that may include, but need not be limited to, environmental phase studies, wetlands delineations, traffic studies, market studies, geotechnical studies, subsurface investigations, utility availability surveys, water studies and other engineering analyses that Purchaser shall determine to be necessary or prudent. Within ten (10) days from the date hereof, Seller shall make available to Purchaser at the offices of Seller, without charge to Purchaser and at Purchaser's request, all engineering and architectural data and reports, all environmental and title reports and any other information in Seller's possession, if any, that might aid Purchaser's feasibility study of the Real Estate. Seller hereby agrees that Purchaser is granted access to the Real Estate as required to perform said studies and investigations, and Purchaser shall have the right to disturb the soil and drill borings thereon. Purchaser shall indemnify Seller against any claims, liens, liabilities or

lawsuits arising from Purchaser's inspection activities hereunder, and further, in the event the Real Estate is disturbed or damaged in any way as a result of Purchaser's inspection activities hereunder and the Closing does not occur due to Purchaser's fault, Purchaser shall at its cost immediately restore the condition of the Real Estate as near as reasonably possible to that existing prior to entry by Purchaser, which obligation shall survive the termination of this Agreement. Purchaser shall maintain commercially reasonable general liability insurance with limits of not less than \$2,000,000 during the performance of any investigations of the Real Estate, and shall provide Seller with a copy of Purchaser's insurance certificate evidencing such insurance and naming Seller as an additional insured.

- 6.2 **Feasibility Period.** Purchaser, in Purchaser's sole discretion, shall have until the one hundred twentieth (120th) day following the expiration of the Charter Approval Period to terminate this Agreement as a result of Purchaser's inspections, for any other reason, or for no reason at all, by delivering written notice of termination to Seller and Escrow Agent. (Said one hundred twentieth (120th) day shall be referred to herein as the "Inspection Acceptance Date".) In the event Purchaser does not deliver a notice of termination with respect to this Agreement pursuant to Section 6.2.1 to Seller and Escrow Agent on or before the Inspection Acceptance Date,
- (i) the Deposit shall become non-refundable to Purchaser except in the event that either Purchaser does not obtain all Permits prior to the end of the Permit Period, or any extensions thereof, and chooses to terminate this Agreement pursuant to Section 6.3.1 below, or in the event the Closing fails to occur due to no fault of Purchaser;
 - (ii) the Deposit shall remain applicable to the Purchase Price; and
 - (iii) Purchaser shall then be precluded from terminating this Agreement pursuant to this Section 6.2.

6.2.1 **Feasibility Period Termination.** In the event Purchaser delivers a notice of termination with respect to this Agreement on or before the Inspection Acceptance Date, the Deposit, less One Hundred Dollars (\$100) ("Fair Consideration") as consideration for Seller executing this Agreement, shall be returned to Purchaser, this Agreement shall have no further force or effect, and the parties shall have no further rights or obligations hereunder (except for Purchaser's indemnification and restoration obligations described in Section 6.1, which shall survive). The Fair Consideration shall be delivered to Seller by Escrow Agent concurrently with Escrow Agent's return of the balance of the Deposit to Purchaser.

- 6.3 **Permit Period.** Purchaser, at Purchaser's option, shall have an additional two hundred seventy (270) day period beyond the Inspection Acceptance Date (the "Permit Period") to obtain all necessary Permits (as herein defined).

6.3.1 **Permit Period Termination.** If Purchaser is unable to obtain the Permits (as herein defined) prior to the expiration of the Permit Period, then Purchaser may, in its sole discretion, terminate this Agreement by written notice to Seller and Escrow Agent. If Purchaser elects to terminate this Agreement under this subsection, then the Deposit, less the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) shall be refunded to Purchaser. After notice of termination, Escrow Agent shall disburse Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) to Seller, and refund of the remaining Deposit to Purchaser, this Agreement shall have no further force or effect and the parties shall have no further rights or obligations hereunder (except for Purchaser's indemnification and restoration obligations under Section 6.1 and Seller's obligations under Section 3.3).

- 6.3.2 **Permit Period Extensions.** Provided that the Purchaser has been diligently pursuing the Permits, the Purchaser may be extend the Permit Period for up to three (3) additional periods of thirty (30) days each upon Purchaser: (i) providing Seller written notice of such election to extend prior to the expiration of the original Permit Period or then current extension thereof; and (ii) remitting an additional Deposit of Five Thousand and No/100 Dollars (\$5,000.00) for each such thirty (30) day extension, such sums to be refundable and applicable toward the Purchase Price on Purchaser's account.
- 6.3.3 **Permits:** Purchaser seeks to obtain, at its sole cost and expense, the issuance of, and expiration of any appeal period associated with, all governmental approvals necessary for the development and operation of the Real Estate, including, without limitation, the Division (as herein defined), all required governmental land use permits and approvals, site plans and architectural approvals, building permits, all wetlands, conservation commission, and/or any other environmental permits and approvals, all required permits and approvals for highway occupancy and access from the Department of Transportation and any other discretionary governmental permit or approval necessary for the immediate construction and operation on the Real Estate of a retail pharmacy/drug store with a double drive-thru pursuant to the Purchaser's specifications and criteria, as well as other retail store building(s) and associated site improvements, including but not limited to parking spaces, all determined at Purchaser's sole discretion. All such permits and approvals, including any zoning changes, zoning variances, other land use entitlements and building permits, shall be collectively referred to in this Agreement as "Permits", or, individually, as "Permit". In the event any such Permit is issued, or approved for issuance, with any condition requiring capital improvements to public roads or utility systems or other contributions for off-site improvements, including, but not limited to, participation for the cost of any traffic signals, which Purchaser, in its sole discretion, shall deem to be burdensome, Purchaser shall not be required to pay such contribution, and any such Permit shall be deemed in that event to have been refused by the applicable governmental agency. Seller hereby covenants and agrees to cooperate with Purchaser in securing all Permits, at Purchaser's sole cost and expense, by signing and/or authorizing applications for such Permits as may be required by Purchaser and the any applicable governmental authority. Purchaser acknowledges that Seller's covenant to cooperate with Purchaser shall not be a guarantee that Seller, acting in its capacity as the permitting authority for the proposed development of the Real Estate, shall issue any required Permits to Purchaser. If Seller is required to execute any application, map, plan or other related document in order for the same to be filed, processed or granted by the applicable governmental authority, Seller agrees, upon written request of Purchaser, that all such applications, maps, plans or other related documents shall be executed by Seller and returned to Purchaser as soon as reasonably practicable, but in no event later than seven (7) calendar days following receipt of such documents by Seller. On the first day of each calendar month during the Permitting Period, as extended, Purchaser shall provide a written update to Seller (which may be in the form of electronic mail) summarizing the status of the Purchaser's application for and receipt of the Permits.

Section 7. CONDITIONS PRECEDENT

Without limiting the generality of the foregoing Section 6, the following are conditions precedent to the obligations of Purchaser to perform hereunder:

- 7.1 No Litigation. On the date of Closing, there shall be no litigation pending or threatened seeking to enjoin the performance of this Agreement.
- 7.2 Seller's Authority. Seller has delivered to Purchaser and to Escrow Agent such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.
- 7.3 Seller's Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true at Closing as though such representations and warranties were made at such time.
- 7.4 Seller's Obligations. All of the obligations of Seller under this Agreement to be performed from and after the Effective Date through the Closing Date shall have been performed by Seller.
- 7.5 Permits. Purchaser shall have received, and all applicable appeal periods shall have expired for, any and all Permits from all governmental authorities and agencies having jurisdiction over the Real Estate and/or Purchaser's intended development of the Real Estate that are necessary in order to allow the construction of Purchaser's retail pharmacy/drug store with drive-thru to commence and continue through completion and to allow the use of the Real Estate for Purchaser's intended use, all of which Permits shall be final and non-appealable. Without limiting the generality of the foregoing, Purchaser shall have received any and all permits and approvals, with all appeal periods having expired, from the Town, the County of New London and/or the State of Connecticut in order to install a traffic signal at the intersection of Connecticut State Route 12 and Hurlbutt Road (the "Traffic Signal").
- 7.6 Division. Purchaser shall have obtained all necessary approvals and consents necessary for the recording of a plat that shall legally divide the Property from that larger parcel of real estate owned by Seller of which the Property is a part (the "Division"). Seller acknowledges that the Division is material to Purchaser's development of the Real Estate and that, but for the Division, Purchaser would not otherwise acquire the Real Estate.
- 7.7 Septic Design. Purchaser shall have received the approval of Seller of design specifications (the "Septic Specifications") for a new septic system that shall service that portion of the parcel located at 7 Hurlbutt Road being retained by Seller (the "Retained Parcel"). Purchaser shall have no obligation to obtain approval of the Septic Specifications from any governmental authority. Purchaser shall prepare, or cause its engineer to prepare, the Septic Specifications at Purchaser's expense. Seller agrees and acknowledges that the Septic Specifications shall be provided to Seller by Purchaser without representation or warranty, and in no event shall Purchaser be obligated to construct any septic system servicing the Retained Parcel. Seller does hereby release and discharge (i) Purchaser, (ii) Purchaser's successors and/or assigns, and (iii) the officers, directors, members, affiliates, subsidiaries, parent, employees, contractors and agents of each of Purchaser and Purchaser's successors and/or assigns from and against, and in respect of, any and all claims, damages or liabilities, including without limitation, for personal injury or property damage, arising out of or in connection with the Septic Specifications. The Seller and Purchaser agree that the acknowledgment and release set forth in the preceding two (2) sentences of this Section 7.7 shall survive the Closing and delivery of the Deed.

Section 8. CLOSING

- 8.1 **Time of Closing.** The consummation of the purchase and sale of the Real Estate (the "Closing") shall be held and completed at the offices of the Escrow Agent (or at such other location agreed to in writing by the parties). Purchaser may schedule the Closing by written notice to Seller, which notice shall be sent at any time prior to termination or expiration of this Agreement, whereupon Closing shall occur at the time specified in such notice, but in no event later than the thirtieth (30th) day following expiration of the Permit Period, as the same may be extended. Notwithstanding the foregoing, Purchaser may elect to extend the date of Closing for an additional period of twenty-one (21) days by delivering written notice of Purchaser's election to so extend the date of Closing to Seller and Escrow Agent prior to the then scheduled date of Closing.
- 8.2 **Closing Costs, Prorations, and Adjustments.** Seller shall cause the release of the Real Estate from all loans, liens, and other monetary encumbrances secured by the Real Estate, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans, liens, and/or other monetary encumbrances, if any (Seller may use proceeds from the Closing, if sufficient and if permitted under the terms of such encumbering instrument). Seller shall pay for the deed preparation costs, recording costs with respect to any released of the liens or encumbrances referenced above, state documentary stamps on the deed, and Seller's legal fees. The Purchaser shall be responsible for the costs to record the deed and all other items and their cost, including, without limitation, the cost of studies or inspections desired by Purchaser. The real estate taxes and other customary items shall be prorated as of the day of closing. Seller and Purchaser shall each pay one half (1/2) of the settlement and/or escrow fees charged by the Title Company, provided that Seller's share of said settlement and/or escrow fees shall not exceed the total amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.
- 8.3 **Assessments.** If the Real Estate is affected by any assessment, confirmed or unconfirmed, for public improvements or infrastructure completed prior to the Closing, which assessments are or may become payable, in installments or otherwise, then for the purpose of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after Closing, shall be paid by Seller at Closing.
- 8.4 **Closing Deliveries:** At Closing, Seller shall deliver to Escrow Agent:
- (a) A statutory Warranty Deed, satisfactory in form and substance to Seller's counsel, Purchaser's counsel and Purchaser's title insurance company, conveying good and marketable fee simple title to the Real Estate, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
 - (b) A standard form Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanics lien exception, gap exception, parties-in-possession exception, unrecorded easements exceptions, and any other customarily-removed standard exceptions from Purchaser's owner's title insurance policy for the Real Estate;

- (c) Releases of any real estate liens or other instruments or agreements to be cancelled pursuant to the terms of this Agreement, in form appropriate for recording;
- (d) Full and exclusive possession of the Real Estate;
- (e) IRC Section 1445 Non-Foreign Affidavit; and
- (f) An updated certification of the warranties and representations contained herein.

Section 9. CONDEMNATION OR CASUALTY LOSS

- 9.1 **Condemnation.** If, prior to Closing, all or any part of the Real Estate or access thereto or therefrom shall become subject to condemnation through eminent domain by governmental or other lawful authority, Purchaser shall have the option of either (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event, notwithstanding any provision herein to the contrary, the Deposit shall be returned to the Purchaser, this Agreement shall be terminated and have no further force or effect, and neither party shall have any rights or obligations thereunder.

Section 10. REAL ESTATE COMMISSION

- 10.1 **Real Estate Commission.** Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Real Estate except for a \$25,000.00 commission due and owing to John Cohn (the "Broker"). Purchaser shall be responsible for the commission due to the Broker. Seller agrees to defend, indemnify, and hold Purchaser harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Seller. Purchaser agrees to defend, indemnify and hold Seller harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Purchaser. The indemnities set forth in this Section 10.1 shall survive Closing.

Section 11. DEFAULT

- 11.1 **Purchaser Default.** If Purchaser is obligated but fails or refuses to proceed with Closing and to discharge Purchaser's obligations under this Agreement, except as permitted by failure of any condition or contingency set forth herein, Purchaser shall be in default. In the event of such default, Seller shall receive the Deposit, and the results and reports of all development studies and surveys of the Real Estate completed by the Purchaser. The parties agree that the Deposit and development studies and surveys are a reasonable liquidated measure of Seller's damages and not a penalty and shall be Seller's sole and exclusive remedy because of the difficulty in ascertaining the exact amount of damages sustained by Seller.
- 11.2 **No Fault by Purchaser.** In the event that this Agreement has not been terminated on or prior to the expiration of the Charter Approval Period and Closing fails to occur due to no fault of Purchaser, Purchaser may (i) terminate this Agreement upon written notice to Seller, upon which event the Deposit shall be immediately refunded to Purchaser (whether or not any or all of the aforementioned has previously been released to Seller), (ii) cure Seller's breach and deduct the cost of said cure from the Purchase Price, or (iii) exercise all of its available remedies at law or in

equity, including, but not limited to, the right to seek a judgment compelling the specific performance of this Agreement and/or action for damages and reimbursement of the Deposit.

Section 12. GENERAL PROVISIONS

- 12.1 **Completeness; Modification.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.
- 12.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective officers, directors, members, partner, heirs, devisees, personal representatives, successors and assigns.
- 12.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.
- 12.4 **Section Headings.** The Section headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Section.
- 12.5 **Pronouns.** All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 12.6 **Time of Essence.** Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.
- 12.7 **Counterparts/Facsimile.** To facilitate execution, this Agreement may be executed by facsimile and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one (1) agreement.
- 12.8 **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of the date of delivery, if served in person, two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, or the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Providence, Rhode Island, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

If to Purchaser: The Address listed for Purchaser in the first paragraph of this Agreement.
Facsimile (401) 521-1535

With a copy to: Hinckley, Allen & Snyder LLP
1500 Fleet Center
Providence, RI 02903
Facsimile (401) 277-9600
Attn: Kirsten E. Kenney, Esq.

If to Seller: The Address listed for Seller in the first paragraph of this Agreement.

Facsimile (860) 464-1126

With a copy to: Carl T. Landolina, Esq.
Fahey & Landolina, Attorneys LLC
487 Spring Street
Windsor Locks, Connecticut 06096
Facsimile: (860) 627-6817

If to Escrow Agent: Chicago Title Insurance Company
220 Commerce Drive, Suite 200
Fort Washington, PA 19034
Attn: Jon R. Gundling
Facsimile: (215) 619-7115

- 12.9 **Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 12.10 **Effective Date.** The term "Effective Date" as used in this Agreement shall mean the first date upon which both Purchaser and Seller have executed and dated a final counterpart of this Agreement.
- 12.11 **Assignment.** Purchaser shall be entitled without Seller's consent to assign all of its right, title and interest in and to this Agreement to CVS Caremark Corporation or an affiliate thereof without the consent of Seller. Any other assignment of this Agreement by Purchaser shall require Seller's approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment, however, Purchaser shall remain liable for the obligations of Purchaser under this Agreement.
- 12.13 **Further Assurances.** On or before Closing, each party shall do, make, execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provisions of this Agreement.
- 12.14 **Disclosure.** Intentionally Omitted.
- 12.15 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Seller or Purchaser, neither party shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party.
- 12.16 **Section 1031 Exchange.** At the request of either party, Purchaser and Seller agree to reasonably cooperate with the other and Escrow Agent in structuring and documenting the sale of the Real Estate to effect a tax deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost to the other party. In no event shall such cooperation require a delay of the Closing. Notwithstanding anything to the contrary contained herein, Seller's obligations hereunder shall be contingent upon the identification of a Section 1031 exchange replacement property acceptable to

Seller prior to Closing.

Section 13. ESCROW AGENT

13.1 **Escrow Agent.** As an inducement to Escrow Agent to act as escrow agent hereunder, Purchaser and Seller agree as follows:

- (a) **Investment of the Deposit.** Escrow Agent will hold the Deposit in an interest-bearing account at a banking institution with which Escrow Agent has an established banking relationship. All interest earned on the Deposit shall be applied against the Purchase Price at Closing, or, if the Closing does not take place, shall accrue to the benefit of the party entitled to receive the Deposit under this Agreement.
- (b) **Payment at Closing.** If Closing takes place under this Agreement, Escrow Agent will deliver the Deposit to, or upon the instructions of, Seller on the Closing Date.
- (c) **Payment on Demand.** Except as otherwise provided in the immediately preceding subsection, upon receipt of any written certification from a party hereto claiming the Deposit pursuant to the provisions of this Agreement, Escrow Agent will promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Deposit, Escrow Agent will disburse the Deposit to the party demanding same and will thereupon be released and discharged from any further duty or obligation hereunder.
- (d) Escrow Agent may rely upon and will be protected in acting or refraining from acting upon any written notice, instruction, or request signed by Purchaser and Seller and believed by Escrow Agent in good faith to be genuine. Escrow Agent will not be responsible for the sufficiency, correctness, genuineness, or validity of any document deposited with Escrow Agent. Escrow Agent will not be liable for any error or judgment, or for any act or omission under this Agreement made in good faith, except for Escrow Agent's own negligence or willful misconduct.
- (e) Purchaser and Seller will jointly and severally indemnify and hold harmless Escrow Agent from and against any claim, costs, damages, attorneys' fees, expenses, obligations, or charges made against Escrow Agent by reason of its action or failure to act in connection with any of the transactions contemplated by this Agreement, unless caused by Escrow Agent's negligence or willful misconduct. Escrow Agent will have no liability for any claim, costs, damage, attorneys' fees, expenses, obligations, or charges resulting from a delay in the electronic wire transfer of funds, unless such matters arise as a result of Escrow Agent's negligence or willful misconduct.
- (f) In the event Escrow Agent receives or becomes aware of conflicting instructions, demands, or claims with respect to this Agreement or the Deposit, Escrow Agent will discontinue any and all further acts until such conflict is resolved to Escrow Agent's good faith satisfaction. Escrow Agent will have the further right to commence or defend any action or proceeding for the termination of such conflict. Purchaser and Seller jointly and severally agree to pay all costs, damages, judgment, and expenses, including reasonable attorneys' fees, suffered or incurred by Escrow Agent in connection with such action or proceeding. In the event Escrow Agent files a suit in interpleader, Escrow Agent will,

upon the filing of such suit in interpleader and deposit of the Deposit with a court of competent jurisdiction, be fully released and discharged from all further obligations imposed by this Agreement with respect to the Deposit.

- (g) The parties hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") deposit insurance coverages apply only to a cumulative maximum amount of \$250,000 for each individual depositor for all of such depositor's accounts at the same or related institution. The parties further understand that certain banking instruments, including, without limitation, repurchase agreements and letters of credit, are not covered in any respect by FDIC deposit insurance. Further, the parties understand that Escrow Agent assumes no responsibility for, nor will the parties hold Escrow Agent liable for, any loss occurring which may arise: (i) in the event the deposit of the Deposit into Escrow Agent's account causes the aggregate amount of Escrow Agent's depositor accounts to exceed the \$250,000 FDIC deposit insurance coverage limit; or (ii) as a result of the unavailability of FDIC deposit insurance coverage on certain types of bank instruments.

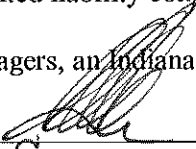
[Remainder of Page Intentionally Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth next to their respective signatures below.

PURCHASER:

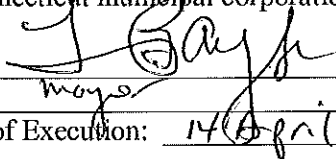
G. B. New England 2, LLC,
an Indiana limited liability company

By: G.B. Managers, an Indiana Corporation, its manager

By: 
Its: C.O.O.
Date of Execution: 4/11/2011

SELLER:

Town of Ledyard, Connecticut,
a Connecticut municipal corporation

By: 
Its: Mayor
Date of Execution: 14 April 2011

JOINDER OF ESCROW AGENT

Escrow Agent joins in the execution of this Agreement to acknowledge its agreement to act as escrow agent hereunder and to handle the Escrow Amounts in accordance with the terms and conditions set forth herein.

Date: _____

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT AN ANGLE POINT ON THE WESTERLY HIGHWAY LINE OF CONNECTICUT ROUTE #12 AND BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE S35°10'39"E ALONG THE WESTERLY HIGHWAY LINE OF CONNECTICUT ROUTE #12 A DISTANCE OF 92.54' TO A POINT;

THENCE S12°57'19"E ALONG THE WESTERLY HIGHWAY LINE OF CONNECTICUT ROUTE #12 A DISTANCE OF 271.90 TO A POINT;

THENCE N89°13'26"W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY B.O.Q. INVESTMENTS, INC. A DISTANCE OF 276.43' TO A DRILL HOLE FOUND;

THENCE N89°31'07"W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY B.O.Q. INVESTMENTS, INC. A DISTANCE OF 13.83' TO A POINT;

THENCE N00°44'27"E THROUGH LAND NOW OR FORMERLY TOWN OF LEDYARD A DISTANCE OF 333.10' TO A POINT ON THE SOUTHERLY SIDE OF HURLBUTT ROAD;

THENCE N 88°46'11"E ALONG THE SOUTHERLY SIDE OF HURLBUTT ROAD A DISTANCE OF 171.70' TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 82,535 SQUARE FEET (1.89474 ACRES).

EXHIBIT "A-1"

SURVEY

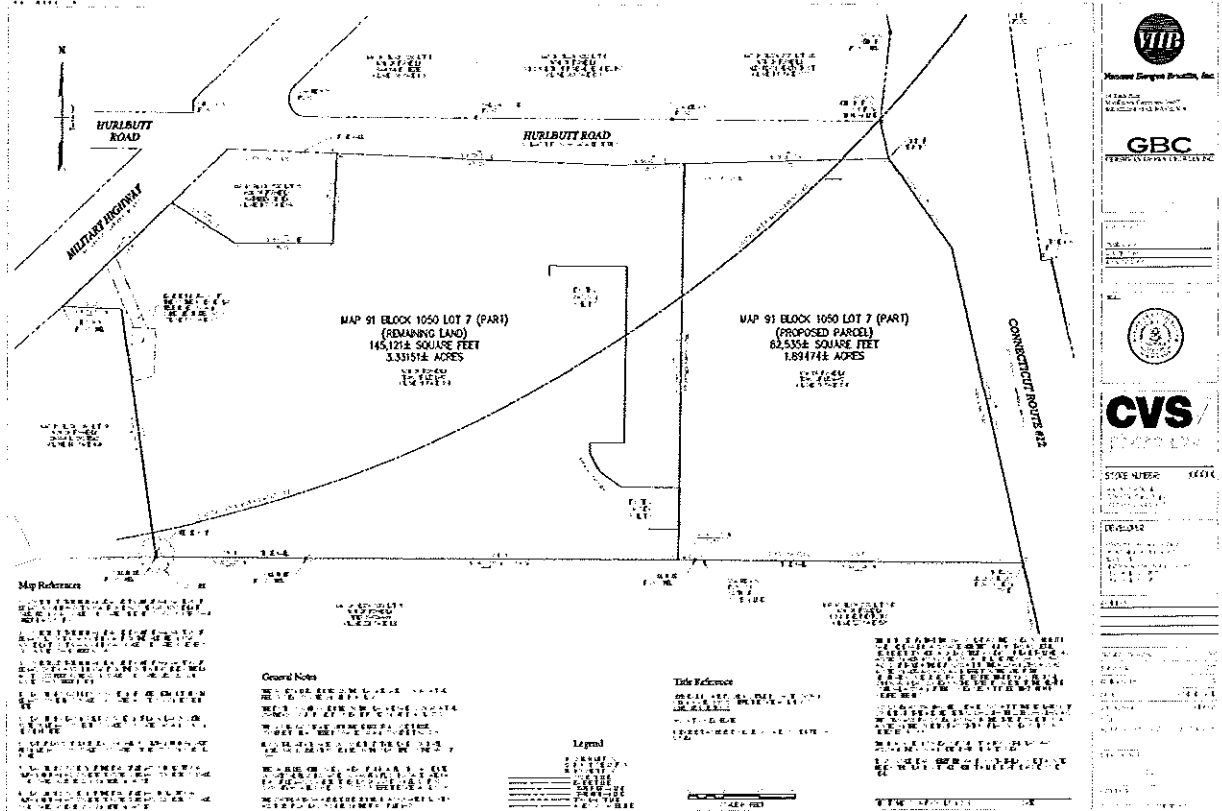
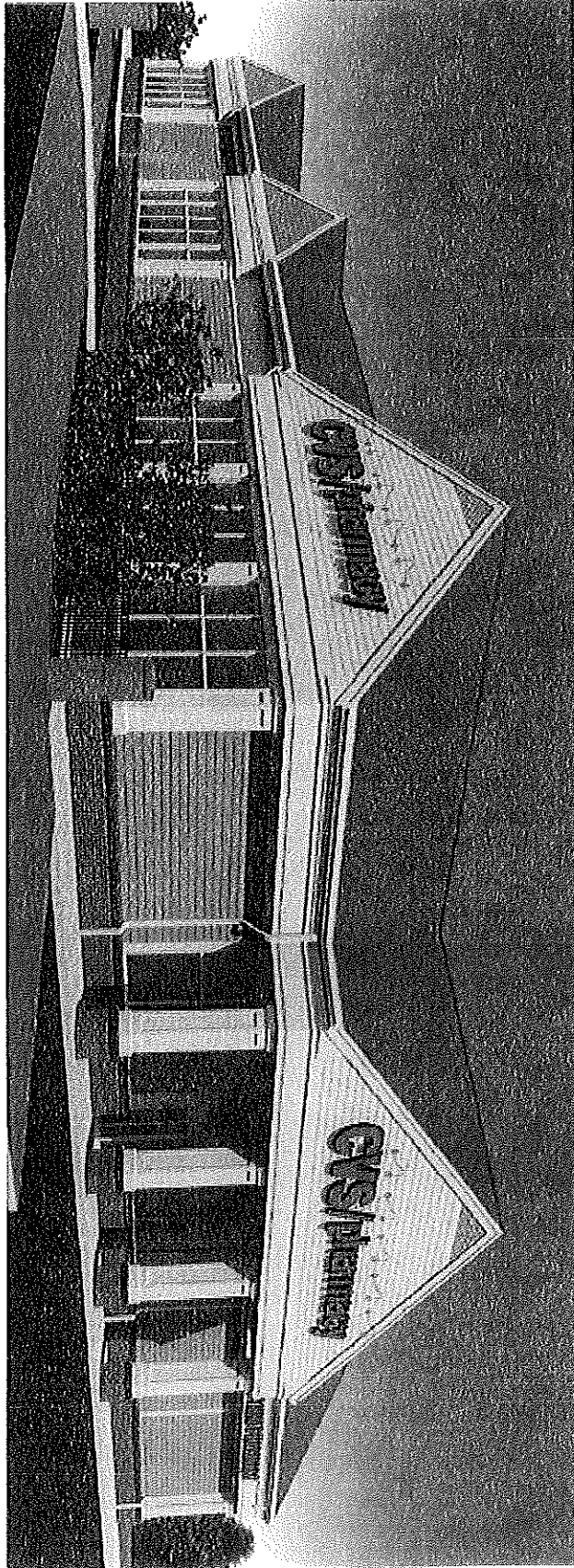


EXHIBIT "B"
PROPOSED BUILDING DESIGN



#1046070 vi