



From:	BUYER(S):	To:	OWNER OF RECORD ("SELLER"):
Name(s):	<u>Leah Daniels</u>	Name(s):	<u>Montague Economic Development & Industrial Corporation</u>
Address:	<u>12 Marcella Street</u>	Address:	<u>One Avenue A</u>
	<u>Roxbury, MA 02119</u>		<u>Turners Falls, MA 01376</u>

The agent William Martin, MA Lic # 73425 is operating in this transaction as:

☐ Buyer's Agent ☒ Seller's Agent ☐ Facilitator ☐ Dual Agent
on behalf of Greenfield Group Real Estate

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.

The **BUYER** offers to purchase the real property described as 38 Avenue A, Turners Falls, MA more accurately described in Franklin Registry of Deeds Book 2474, Page 334 together with all buildings and improvements thereon (the "Premises") to which I have been introduced by William Martin upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ 40,000.00 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$ 5,000.00 as a deposit to bind this Offer
 - ☐ and delivered herewith to the Seller or Seller's agent
 - ☒ or to be delivered forthwith upon receipt of written acceptance
- ii. \$ 5,000.00 as an additional deposit upon executing the Purchase And Sale Agreement;
- iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 3:00 a.m. (p.m.) on or before September 16, 2022 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. PurchaseAndSaleAgreement. TheSELLERandtheBUYERshall,onorbefore 5:00 a.m. (p.m.) on September 23, 2022 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 5:00 a.m. (p.m.) on or before December 31, 2022 at the Franklin County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Greenfield Group Real Estate, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage. (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ N/A at prevailing rates, terms and conditions by N/A

. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used

reasonable efforts to obtain financing unless the BUYER has submitted one application by N/A and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by October 14,, 2022. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

that the Buyer is allotted 90 days to provide documents depicting development plans for the parcel and an application for a Special Permit with the Town of Montague and that is also compatible with the "sale conditions" of the MEDIC as presented or modified.

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

A Land Development Agreement with the Montague Economic Development & Industrial Corporation shall be executed simultaneously as Buyer documents are created for the Development Plan.

Leah Danile 9.5.22

BUYER _____ Date _____ BUYER _____ Date _____

SELLER(S): (check one and sign below)

SELLER'S REPLY

- ____ (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____.
- ____ (b) REJECT(S) the Offer.
- ____ (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER, or spouse _____ Date _____ SELLER _____ Date _____

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below):

- ____ (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.
- ____ (b) REJECT(S) the Counteroffer.

BUYER _____ Date _____ BUYER _____ Date _____

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____.

Escrow Agent or Authorized Representative



Green Beginnings

857-492-1916

General Construction – Weatherization- Training- Net Zero Building Design Company

MISSION

With our attention to detail and expertise in the industry of construction, weatherization services/training and Net Zero Building design. We bring the highest of quality, dedication and commitment to the energy conservation industry we serve. Green Beginnings, Inc. focuses on solving energy conservation construction and design problems while training the best in the industry.

CORE COMPETENCIES

Construction

- Remodeling
- Renovations

Weatherization Services

- Energy Assessments – Residential/Commercial
- Solar Design/ Installation
- Cellulose/Foam/Fiberglass-Insulation

Training

- Carpentry
- Weatherization
- Small Business Development
- Curriculum Development

Net Zero Building

- Energy Efficient Design Build
- Geo Thermal Design Build
- Affordable Green Building Design
- Energy Efficient Multi-Unit Design Build

DIFFERENTIATORS

- Organizational Excellence - First Class Design Team 20yrs
- Superior Product Delivery - We Have Been Training For 15yrs
- Innovative Product- Recycled, Water Resistant Hurricane Tested Building Structure

PLACES OF PERFORMANCE

Massachusetts, Utah and Connecticut.

GREEN BEGINNINGS, INC.

1542 Columbus Avenue
Boston, MA. 02119

CAGE # 5XYR1

DUNS # 961588378

POC: Leah Daniels

Email: Gbeginningsinc@gmail.com

Phone: 857-492-1916

Fax: 617-517-3813

PAST PERFORMANCE

State of Massachusetts
City of Boston

NIACS

- 238310
- 541350
- 237130
- 541690
- 926110
- 611513
- 236115
- 236117
- 236118
- 541310

SOCIO- ECONOMIC CERTIFICATIONS

- Section 3 Certified
- Veteran Owned
- Woman Owned
- Minority Owned
- Small Business

Curriculum Vitae

PERSONAL

Name	Leah Daniels
Address	12 Marcella Street, 02119 Boson
Phone number	857-346-9176
Email	leah.necer@gmail.com

RESUME OBJECTIVE

I am a native of Boston, Massachusetts and proud of my roots. My dedication to community is exemplified by my actions and accomplishments in a myriad of areas including, but not limited to, serving the empowerment and HUB zones as a residential and commercial contractor. This focus has led me to become a recognized leader in the Women and Building Trades sector.

My passion for teaching and learning, coupled with the identified community opportunity for those less aware, I began teaching at the Women's and Building Trades Young Adult Program in Jamaica Plain to inspire others. I also taught at Bunker Hill and Roxbury Community Colleges and for the City of Boston as well. As a witness to the need for targeted training in the "Green" building arena and the vacuum of opportunities within the community, I created Green Beginnings, a corporation designed to provide training facilities for community members.

As an early entrepreneur, I was encouraged to become certified as a Women Minority and Veteran Disabled Owned Business. After certification and acceptance to the Division of Capital Asset Management Program, I have worked for several construction companies and completed a variety of commercial and residential construction projects both owned by others and properties owned by my entities. Most recent projects include the insulation of 14 National Guard Buildings (DCAMM), Parent View office build out, Hotel Humboldt condo conversion and an abandoned five unit multi-family with complete rehab / remodel.

Massachusetts licenses include Construction Supervisor (unrestricted), Deleading, ICC Commercial Building Inspector and Spray Fireproofing Inspector. I am being considered for Accessory Plans Examiner Inspector. Currently, I serve as an energy auditor and weatherization specialist with a new focus and direction in special inspections.

WORK EXPERIENCE

Jan 2000 - Mar 2009	General Contractor <i>THI Construction, Boston, MA</i> Residential deleading, bathroom - kitchen remodeling, interior / exterior painting, metal stud framing, residential repair -replace sales and door & window installation
Mar 2009 - Dec 2013	CEO <i>Green Beginnings Inc., Boston, MA</i> Residential deleading and Insulate residential and commercial buildings with cellulose and foam

EDUCATION AND QUALIFICATIONS

May 1990 - Jan 1994	Bachelor <i>Saint Augustine College, Raleigh, North Carolina</i> Duel Major - Business / Communications
Sep 2022 - Jul 2022	Associate <i>Bunkerhill Community College, Boston, MA</i> Cardivascular Ultrasound
Jan 2006 - Aug 2006	Certificate of Completion <i>Turner School of Construction Management, Boston, MA</i> Construction Management Training

INTERESTS

Hiking, sport games, squash and creating community assets

REFERENCES

References available on request.