

Doc#1,318,870 11-26-2014 10:03
Ct#189932
Norfolk County Land Court

MASSACHUSETTS STATE EXCISE TAX
Norfolk County Land Court
Date: 11-26-2014 @ 10:03am
Ct# 393 Doc# 1318870
Fee: \$2,781.60 Cons: \$610,000.00

QUITCLAIM DEED

HANNA B. RICCIARDI and RICHARD F. RICCIARDI, Husband and Wife, of Milton, Massachusetts, for consideration paid in the amount of SIX HUNDRED TEN THOUSAND AND 00/100 (\$610,000.00) DOLLARS, hereby grant to F. JOSHUA OLDFIELD and STEPHANIE OLDFIELD, Husband and Wife, as Tenants by the Entirety, of Milton, Massachusetts, WITH QUITCLAIM COVENANTS,

The following parcels of land, together with the building thereon, situated in Milton, Norfolk County, Massachusetts, bounded and describes as follows:

PARCEL I

SOUTHEASTERLY by Hillside Street, two hundred eighteen and 88/100 (218.88);
SOUTHWESTERLY one hundred five and 06/100 (105.66) feet;
NORTHWESTERLY twenty and 22/200 (20.22) feet;
SOUTHWESTERLY four hundred sixty-one and 04/100 (461.04) feet;
NORTHWESTERLY by land now or formerly of Edward Cunningham, et al, one hundred ninety-seven and 49/100 (197.49) feet; and
NORTHEASTERLY by lot 2, shown on the plan hereinafter referred to, five hundred forty-six and 38/100 (546.38) feet.

Said parcel is shown as lot numbered 1 on a plan dated June 20, 1956 by William S. Crocker, Civil Engineer, as approved by the Land Court and filed in the Land Registration Office in Boston as Plan No. 2636C, a copy of a portion of which is filed with the Norfolk County Registry District with Certificate of Title No. 58912, Book 295, Page 112.

PARCEL II

SOUTHEASTERLY by Hillside Street, six and 01/100 (6.01) feet;
SOUTHWESTERLY one hundred four and 99/100 (104.99) feet;
NORTHWESTERLY six and 01/100 (6.01) feet, by lot numbered 9 as shown on plan hereinafter referred to; and
NORTHEASTERLY by lot numbered 1, as indicated on said plan, one hundred five and 06/100 (105.06) feet.


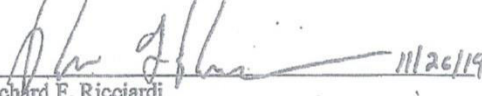
LOCUS: 217 Hillside Street, Milton, Massachusetts 01860
R. G. H. H. H.

Said parcel is shown as lot numbered 8 on a plan dated July 22, 1961 by William S. Crocker, Inc., C.E., as approved by the Land Court and filed in the Land Registration Office in Boston as Plan No. 2636H, a copy of a portion which is filed with the said Registry District with the Certificate of Title No. 70099, Book 351, Page 99.

PARCEL I and PARCEL II are conveyed subject to an Order of Taking by the County of Norfolk for the relocation of Hillside Street filed with said Registry District as Document No. 64749.

For Grantor's Title to PARCEL I and PARCEL II, see Deed of the Fiduciary Trust Company, Executor under the Will of Emilie S. Perry, to Richard F. Ricciardi and Hannah B. Ricciardi, dated May 16, 2002, filed with the Norfolk County Registry District of the Land Court as Document No. 922916, as noted on Certificate of Title No. 162221.

WITNESS MY HAND AND SEAL THIS 26th DAY OF NOVEMBER, 2014.

 11/26/14
Hanna B. Ricciardi
 11/26/14
Richard F. Ricciardi


COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 26th day of November, 2014, before me, the undersigned notary public, personally appeared Hanna B. Ricciardi, proved to me through satisfactory evidence of identification, which was a ☒ Driver's License or ☐ _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



AUREL CENOLLI
Notary Public
Commonwealth of Massachusetts
My Commission Expires 3/26/2019


Notary Public
My commission expires: 3/28/2019

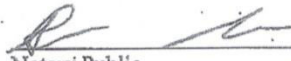
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 26th day of November, 2014, before me, the undersigned notary public, personally appeared Richard F. Ricciardi, proved to me through satisfactory evidence of identification, which was a [☒] Driver's License or [☐] _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



AUREL CENOLLI
Notary Public
Commonwealth of Massachusetts
My Commission Expires 3/26/2019


Notary Public
My commission expires: 3/26/2019

2014-121

FITZGERALD LAW OFFICES
1212 Hancock Street, Suite 320
Quincy, MA 02169
(617) 984-0600 • Fax: (617) 984-0600

Doc#1:088:192 12-08-2005 2:40
Ctf#:171619
Norfolk County Land Court
MASSACHUSETTS QUITCLAIM DEED

I, Pamela R. Bailey and Charles S. Bailey, executors OF THE ESTATE OF GLORIA RICE
BAILEY NORFOLK PROBATE NUMBER 03P2845 PURSUANT TO POWER
CONFERRED BY THE WILL OF GLORIA RICE BAILEY.

For consideration paid, and in full consideration of

Six Hundred Twenty Five Thousand and (\$625,000.00) 00/100 Dollars

grant to Philip F. Laing and Margaret T. Oldfield as husband and wife Tenants by the Entirety
with ~~quitclaim~~ covenants

A certain parcel of

Said parcel is shown as lot numbered 19 on a plan drawn by Yunits Engineering Co.,
Inc., Surveyor, dated February 15, 1985, as approved by the Land Court, filed in the Land
Registration Office as No. 2636M, a copy of a portion of which is filed in Norfolk
Registry District with Certificate No. 121068, Book 606

The above described land is subject to a right of way as set forth in Document No.
466999 and shown on said plan as a driveway easement.

The above described land is subject also to the restriction set forth in Document No.
469923.

For title see Certificate No. 121488 at the Registry District of Norfolk County

For title see Book

CANCELLED
DEEDS REGISTRY
NORFOLK COUNTY
12/08/05 2:39PM
\$2850.00
01

APPROVED FOR REGISTRATION
BY THE COURT.

Witness my hand and seal this 5th day of Dec., 2005.

Pamela R. Bailey, executor

Commonwealth of Massachusetts

Charles S. Bailey, executor

Norfolk, ss.

December 5, 2005

On this 5th day of December, 2005, before me, the undersigned notary public, personally appeared
Pamela R. Bailey, and Charles S. Bailey, executors and proved to me through satisfactory evidence of
identification, to be the persons whose names are signed on the foregoing document, and acknowledged to
me that they signed it voluntarily for its stated purpose.

My Commission Expires:

237 HILLSIDE

Property address: 20 Savin Street, Milton, MA 02186



(Page 1 of 2)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William E. O'Donnell
WILLIAM E. O'DONNELL, REGISTER

BK 31157 P#501 #34966
03-22-2013 @ 09:51a

QUITCLAIM DEED

I, MARGARET T. OLDFIELD, of Milton, Massachusetts,

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company
with a principal place of business located at 217 Hillside Street, Milton, Massachusetts
02186,

WITH QUITCLAIM COVENANTS:

The land with all improvements thereon situated in said Milton, being the
premises numbered 270 on the present numbering of Hillside Street, bounded and
described as follows:

- NORTHWESTERLY:** by Hillside Street by two lines measuring one hundred eighty-seven and 91/100 (187.91) feet and two hundred sixty-seven and 61/100 (267.61) feet;
- NORTHEASTERLY:** by a stone wall in part by a way and in part by land now or formerly of Eugene and Elva I. Bernat, two hundred seventy-nine and 82/100 (279.82) feet;
- SOUTHEASTERLY:** by land now or formerly of Thayer by two lines measuring two hundred fifty-five and 23/100 (255.23) feet and two hundred twenty-nine and 21/100 (229.21) feet;
- SOUTHWESTERLY:** by Forest Street two hundred sixty-one and 51/100 (261.51) feet; and
- WESTERLY:** by a curved line forming the intersection of Forest Street and Hillside Street thirty-eight and 31/100 (38.31) feet.

Property Address: 270 Hillside Street, Milton, Massachusetts

2

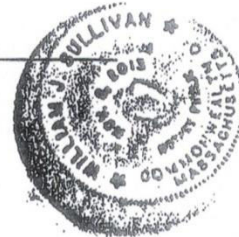
Containing 141,210 square feet, more or less.

For Grantor's title see Quitclaim Deed of Robert C. Oldfield to Robert C. Oldfield et ux dated February 24, 1966 and recorded with the Norfolk County Registry of Deeds in Book 4354, Page 2. Robert C. Oldfield having died on January 18, 2000 (See Death Certificate of Robert C. Oldfield recorded with said Registry in Book 27643, Page 274).

NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 1st day of May, 2012.

Margaret T. Oldfield
MARGARET T. OLDFIELD



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 1st day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, proved to me through satisfactory evidence of identification, which was Mass License to be the person whose name is signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose.

David J. Keller
Notary Public

My Commission Expires:

11-8-2013

3

BK 31157 P.504 #34968
03-22-2013 @ 09:51a

(Page 1 of 2)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

I, MARGARET T. OLDFIELD, of Milton, Massachusetts,

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company
with a principal place of business located at 217 Hillside Street, Milton, Massachusetts
02186,

WITH QUITCLAIM COVENANTS:

A certain parcel of land with all improvements thereon situated near Forest Street
and Hillside Street, Milton, Norfolk County, Massachusetts shown as Lot B² on a plan
entitled "Plan of Land - Milton, Massachusetts, Scale: 1" = 40' dated November, 1975
by R. H. Delaney, R.L.S., which plan is filed with the Norfolk County Registry of Deeds
as Plan No. 22 of 1976 in Book 5192, Page 377, said lot being bounded and described as
follows:

- Property Address: Forest Street, Milton, Massachusetts
- | | |
|------------|--|
| SOUTHERLY: | by Lot B ¹ as shown on said plan by other land of Florence H. Thayer, seventy-eight and 68/100 (78.68') feet; |
| WESTERLY: | by Lot A, as shown on said plan by land of Robert C. Oldfield et al, two hundred fifty-five and 23/100 (255.23') feet; |
| NORTHERLY: | by lands of Richard D. Curtis and J. Brooks Robbie as shown on said plan two hundred and 00/100 (200.00') feet; and |
| EASTERLY: | by land of Elizabeth W. Frederick as shown on said plan two hundred, fifty-six and 49/100 (256.49') feet. |

Said Lot B² is shown as containing 48,328 square feet according to said plan.

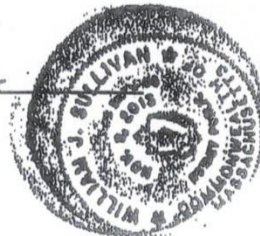
2

For Grantor's title see Quitclaim Deed of Florence H. Thayer to Robert C. Oldfield et ux dated January 9, 1976 and recorded with the Norfolk County Registry of Deeds in Book 5192, Page 377. Robert C. Oldfield having died on January 18, 2000 (See Death Certificate of Robert C. Oldfield recorded with said Registry in Book 27643, Page 274).

NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 1st day of May, 2012.

Margaret T. Oldfield
MARGARET T. OLDFIELD



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 1st day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, proved to me through satisfactory evidence of identification, which was Mrs. Lucare to be the person whose name is signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose.

[Signature]

Notary Public

My Commission Expires:

Bk 31157 P 521 #34971
03-22-2013 @ 09:51a

(Page 1 of 4)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

We, F. JOSHUA OLDFIELD, also known as JOSHUA OLDFIELD and MARGARET T. OLDFIELD, also known as MAGGIE OLDFIELD, as Trustees of the ROBERT C. OLDFIELD TRUST, dated September 6, 1985, as amended (See Certificate of Trust Pursuant to M.G.L. c. 184 § 35, as amended, dated MAY 1, 2012 and recorded herewith) and MARGARET T. OLDFIELD and F. JOSHUA OLDFIELD, as Executors of the ESTATE OF ROBERT C. OLDFIELD, late of Milton, Massachusetts (See Norfolk County Probate Court Docket No. 00P0322EP),

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company with a principal place of business located at 217 Hillside Street, Milton, Massachusetts 02186,

WITH QUITCLAIM COVENANTS:

A certain parcel of land with all improvements thereon situated near Forest Street and Hillside Street, Milton, Norfolk County, Massachusetts shown as Lot B¹ on a plan entitled "Plan of Land - Milton, Massachusetts, Scale: 1" = 40' dated November, 1975 by R. H. Delaney, R.L.S., which plan is recorded with the Norfolk County Registry of Deeds as Plan No. 22 in Book 5192, Page 377, said lot being bounded and described as follows according to said plan:

- NORTHERLY: by Lot B² as shown on said plan by land of Robert C. Oldfield one hundred and seventy-eight and 68/100 (178.68') feet;
- WESTERLY: by Lot A as shown on said plan by land of Robert C. Oldfield at al, two hundred and twenty-nine and 21/100 (229.21') feet;
- SOUTHERLY: along Forest Street, two hundred and three and 07/100 (203.07') feet; and

Property Address: 24 Forest Street, Milton, Massachusetts

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EASTERLY: by lands of Elizabeth W. Frederick as shown on said plan two hundred twenty-eight and 21/100 (228.21).

Said Lot B¹ is shown as containing 43,568 square feet according to said plan.

For Grantor's title see Quitclaim Deed of Richard Tebbetts to Robert C. Oldfield dated October 25, 1989 and recorded with the Norfolk County Registry of Deeds in Book 8469, Page 40. See also the Estate of Robert C. Oldfield (Norfolk County Probate Court Docket No. 00P0322EP).

The Executors of the Estate of Robert C. Oldfield join in the within conveyance to release the power of sale under the Last Will and Testament of Robert C. Oldfield.

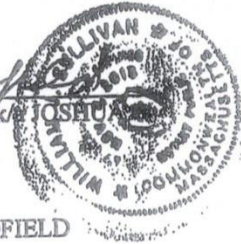
NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 1st day of May, 2012.

ROBERT C. OLDFIELD TRUST

By:

F. Joshua Oldfield
F. JOSHUA OLDFIELD, a/k/a JOSHUA
OLDFIELD, Trustee



ESTATE OF ROBERT C. OLDFIELD

By:

F. Joshua Oldfield
F. JOSHUA OLDFIELD, Executor

WITNESS my hand and seal this 1st day of May, 2012.

ROBERT C. OLDFIELD TRUST

By: Margaret T. Oldfield
MARGARET T. OLDFIELD, a/k/a MAGGIE
MAGGIE OLDFIELD, Trustee

ESTATE OF ROBERT C. OLDFIELD

By: Margaret T. Oldfield
MARGARET T. OLDFIELD, Executor



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 1st day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, a/k/a MAGGIE OLDFIELD, as Trustee and Executor aforesaid, proved to me through satisfactory evidence of identification, which was Mass license, to be the person whose name are signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose on behalf of the ROBERT C. OLDFIELD TRUST and the ESTATE OF ROBERT C. OLDFIELD.

William J. Sullivan
Notary Public
My Commission Expires:

AGRISTER LEASE
237 Hillside Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Maggie Oldfield and Philip Laing of 237 Hillside Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the

LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on January 1, 2009.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately .967 acre as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leased Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said property. The LESSEE shall on demand reimburse the LESSOR and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

9. ALTERATIONS - ADDITIONS.

Lessee shall not make any structural or non-structural alterations or additions to the Leased Premises, unless the LESSOR consents thereto. All such alterations shall be at LESSEE'S expense and shall be of quality construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

10. ASSIGNMENTS OR SUBLEASING.

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent. The transfer of this lease to any affiliate or parent company of the LESSEE or its stock or equity interests among the existing stockholders or members of the LESSEE or among members of their respective families for estate planning purposes shall not be deemed an assignment under this section.

11. SUBORDINATION.

This section is intentionally left blank.

12. LESSOR'S ACCESS.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show Leased Premises to others, at reasonable times so as not to interrupt LESSEE'S business within (3) three months before expiration of the term.

13. INDEMNIFICATION AND LIABILITY.

LESSEE shall save the LESSOR harmless from all loss and damage resulting from its failure to comply with its covenants and obligation under this Lease, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

14. LESSEE'S LIABILITY INSURANCE.

15. LESSEE shall maintain with respect to the leased premises and the property of which the Leased Premises are a part comprehensive public liability insurance with property damage insurance with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided.

16. FIRE CASUALTY - EMINENT DOMAIN.

Should as substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. The LESSOR reserves, and the LESSEE grants the LESSOR all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and relocation expenses.

17. DEFAULTS AND BANKRUPTCY.

- (C) In the event that: (i) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for (10) ten days after written notice thereof; or (ii) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within (3) thirty days after written notice thereof; or (iii) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property from the benefit of creditors, the LESSOR shall then have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, (iv) to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.
- (D) LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default forthwith and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of (18%) eighteen per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

18. NOTICE.

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSOR. All rent notices shall be paid and sent to the LESSOR at such address as the LESSOR may from time to time advise in writing.

19. SURRENDER.

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the

foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises.) LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted.

20. LANDLORD'S COVENANTS AND NON-DISTURBANCE.

If LESSEE pays the rents and other amounts hereon provided, observes and performs all the covenants, terms and conditions, LESSEE shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by LESSOR, except if such acts are beyond control of LESSOR. LESSOR warrants that he is the fee owner of the Premises and that he has full authority to enter into this Lease with LESSEE. LESSEE shall be entitled to the benefit of any real estate tax abatements received by LESSOR for any tax period during the term of this Lease and LESSOR shall remit to LESSEE its proportionate share of such abatements within (5) five days of LESSOR'S receipt of same (including receipt by LESSOR after the expiration or earlier termination of this Lease, so long as such abatement applies to a tax period during the term of this Lease (as it may be extended.)

21. OTHER PROVISIONS.

See Addendum "A" attached hereto.

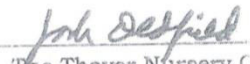
IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 1 day of January 2014.

LESSORS

LESSEE


Maggie Oldfield


Philip Laing


The Thayer Nursery Corporation
Josh Oldfield

AGRISTER LEASE
270 Hillside Street
0 and 24 Forest Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Margaret Oldfield and The Oldfield Family Trust of 270 Hillside Street, 0 and 24 Forest Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on January 1, 2009.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately 5.284 acres as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leased Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said

property. The LESSEE shall on demand reimburse the LESSOR and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

9. ALTERATIONS - ADDITIONS.

Lessee shall not make any structural or non-structural alterations or additions to the Leased Premises, unless the LESSOR consents thereto. All such alterations shall be at LESSEE'S expense and shall be of quality construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

10. ASSIGNMENTS OR SUBLEASING.

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent. The transfer of this lease to any affiliate or parent company of the LESSEE or its stock or equity interests among the existing stockholders or members of the LESSEE or among members of their respective families for estate planning purposes shall not be deemed an assignment under this section.

11. SUBORDINATION.

This section is intentionally left blank.

12. LESSOR'S ACCESS.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show Leased Premises to others, at reasonable times so as not to interrupt LESSEE'S business within (3) three months before expiration of the term.

13. INDEMNIFICATION AND LIABILITY.

LESSEE shall save the LESSOR harmless from all loss and damage resulting from its failure to comply with its covenants and obligation under this Lease, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

14. LESSEE'S LIABILITY INSURANCE.

LESSEE shall maintain with respect to the leased premises and the property of which the Leased Premises are a part comprehensive public liability insurance with property damage insurance with responsible companies qualified to do business in Massachusetts

and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided.

15. FIRE CASUALTY - EMINENT DOMAIN.

Should as substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. The LESSOR reserves, and the LESSEE grants the LESSOR all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and relocation expenses.

16. DEFAULTS AND BANKRUPTCY.

(E) In the event that: (i) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for (10) ten days after written notice thereof; or (ii) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within (3) thirty days after written notice thereof; or (iii) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property from the benefit of creditors, the LESSOR shall then have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, (iv) to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

(F) LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default forthwith and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of (18%) eighteen per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. NOTICE.

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSOR. All rent notices shall be paid and sent to the LESSOR at such address as the LESSOR may from time to time advise in writing.

18. SURRENDER.

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises.) LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted.

19. LANDLORD'S COVENANTS AND NON-DISTURBANCE.

If LESSEE pays the rents and other amounts hereon provided, observes and performs all the covenants, terms and conditions, LESSEE shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by LESSOR, except if such acts are beyond control of LESSOR. LESSOR warrants that he is the fee owner of the Premises and that he has full authority to enter into this Lease with LESSEE. LESSEE shall be entitled to the benefit of any real estate tax abatements received by LESSOR for any tax period during the term of this Lease and LESSOR shall remit to LESSEE its proportionate share of such abatements within (5) five days of LESSOR'S receipt of same (including receipt by LESSOR after the expiration or earlier termination of this Lease, so long as such abatement applies to a tax period during the term of this Lease (as it may be extended.)

20. OTHER PROVISIONS.


See Addendum "A" attached hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 1 day of June, 2014.

LESSORS

LESSEE


Trustee Margaret Oldfield


The Thayer Nursery Corporation
Josh Oldfield

AGRISTER LEASE
217 Hillside Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Stephanie and Josh Oldfield of 217 Hillside Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on November 26, 2014.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately 2.68 acres as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leased Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said property. The LESSEE shall on demand reimburse the LESSOR and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

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40. OTHER PROVISIONS.

See Addendum "A" attached hereto.

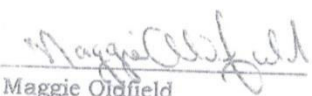
IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 26th day of November, 2014.

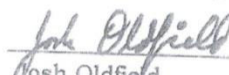
LESSORS


Josh Oldfield


Stephanie Oldfield

LESSEE


Maggie Oldfield
The Thayer Nursery Corp.


Josh Oldfield
The Thayer Nursery Corp.