

G. Evidence of Site Control

Attached hereto is a copy of the Deed as evidence of site control for Thoreau Real Estate LLC. Also attached is a copy of the Operating Agreement existing between Thoreau Residences LLC (the Applicant) and Thoreau Real Estate LLC, whereby Thoreau Real Estate LLC is the sole member of the Applicant and Thoreau Residences LLC possesses all necessary and due authority over the real property.



Property Address: 275 Forest Ridge Road, Concord, MA 01742

QUITCLAIM DEED

TODD A. PULIS, a married individual, of Fort Myers, Florida and **CAMP THOREAU INCORPORATED**, a Massachusetts Business Corporation, with a principal place of business at 275 Forest Ridge Road, Concord, Massachusetts 01742, for consideration paid of **EIGHT MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$8,850,000.00)**, grant to **THOREAU REAL ESTATE LLC**, a Delaware Limited Liability Company, with a principal place of business at 770 P Street NW, #213, Washington, DC 20001 with **QUITCLAIM COVENANTS**,

That certain parcel of land, together with the buildings and structures thereon, situated in Concord, Middlesex County, Commonwealth of Massachusetts, described as follows:

The land in Concord, Middlesex County, Massachusetts located off Forest Ridge Road and shown as Lot 5F on the plan entitled "Plan of Land in Concord, Massachusetts, Owned By: Todd A. Pulis, Trustee of Thoreau Realty Trust", dated March 8, 2017, by Perley Engineering LLC, recorded with the Middlesex South District Registry of Deeds as Plan No. 646 of 2017 ("the Plan").

Lot 5F contains 33.05 acres, more or less, according to said Plan.

The premises are conveyed together with the Rights to use Forest Ridge Road as stated in Agreement recorded in Book 20781, Page 96 with the power to assess common charges; as affected by First Amended and Restated Forest Ridge Agreement recorded in Book 21774, Page 522; as affected by Second Amended and Restated Forest Ridge Agreement recorded in Book 26301, Page 83; as affected by Third Amended and Restated Forest Ridge Agreement recorded in Book 27708, Page 212; as affected by First Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 30279, Page 293; as affected by Restated First Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 31877, Page 85; as affected by Second Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 65945, Page 104; as affected by Third Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 65945, Page 107; as affected

by Fourth Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 67236, Page 413; as affected by Fourth Amendment to Third Amended and Restated Forest Ridge Agreement recorded in Book 69609, Page 104; as affected by Certificate of Election and Acceptance of Trustees of the Forest Ridge Association recorded in Book 73294, Page 223; as affected by Resignation of Trustees of the Forest Ridge Association recorded in Book 73294, Page 229.

The premises are further conveyed subject to, and with the benefit of, all rights, reservations, easements and restrictions of record, if any, to the extent the same are now in force and applicable and further subject to real estate taxes assessed for the current fiscal year, but not yet due and payable, which the Grantee, by acceptance hereof, hereby assumes and agrees to pay. A portion of the Premises is currently classified and taxed under M.G.L.c 61B as recreational land. The Premises are conveyed subject to the lien imposed under said Chapter 61B, notice of which is recorded with said Deeds in Book 29214, Page 354. The Grantee, by the acceptance and recording of this Deed accepts all obligations for any roll back and/or conveyance taxes that may be or become due under said Chapter 61B.

The Grantors, hereby declare under the penalties of perjury that the premises is not and was never used as a primary residence for any Grantor nor for any spouse of a Grantor, and that there are no person(s) entitled to claim the benefit of an existing estate of homestead. The Grantors further release and terminate any and all estates of homestead in and to the property conveyed herein, whether created automatically pursuant to Massachusetts law or by Declaration of Homestead.

For Grantors' title see Deed of Todd A. Pulis, Trustee of Thoreau Realty Trust u/d/t dated December 30, 1997 of even delivery and recording herewith.

(SIGNATURE PAGE TO FOLLOW)

Witness the execution hereof under seal and under the pains and penalties of perjury this 2nd day of May, 2022.

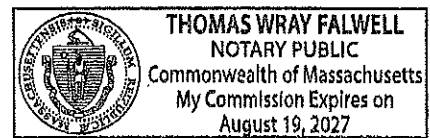
Todd A. Pulis
Todd A. Pulis

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of May, 2022, before me, the undersigned notary public, personally appeared Todd A. Pulis, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he executed it voluntarily for its stated purpose as his free act and deed and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Thomas Wray Falwell
Notary Public
My Commission expires: _____



Witness the execution hereof under corporate seal and under the pains and penalties of perjury this 2nd day of May, 2022

Camp Thoreau Incorporated

By Todd A. Pulis
Todd A. Pulis
Its Treasurer

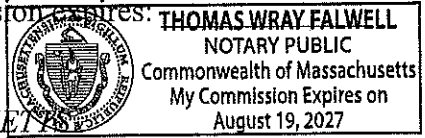
By Faith A. Pulis
Faith A. Pulis
Its President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of May, 2022, before me, the undersigned notary public, personally appeared Todd A. Pulis, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he executed it voluntarily for its stated purpose as his free act and deed as Treasurer of Camp Thoreau Incorporated and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Thomas Wray Falwell
Notary Public
My Commission Expires: **THOMAS WRAY FALWELL**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
August 19, 2027

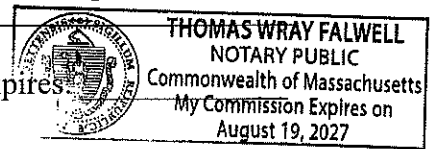


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 2nd day of May, 2022, before me, the undersigned notary public, personally appeared Faith A. Pulis, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she executed it voluntarily for its stated purpose as her free act and deed as President of Camp Thoreau Incorporated and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Thomas Wray Falwell
Notary Public
My Commission expires: **THOMAS WRAY FALWELL**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
August 19, 2027



**LIMITED LIABILITY COMPANY AGREEMENT
OF
THOREAU RESIDENCES LLC**

This Limited Liability Company Agreement (this “Agreement”) of Thoreau Residences LLC, a Delaware limited liability company (the “Company”) is made and entered into effective for all purposes and in all respects as of October 24th, 2023 (the “Effective Date”) by Thoreau Real Estate LLC, a Delaware limited liability company, as sole member of the Company (the “Member”).

RECITALS

WHEREAS, the Company was duly formed as a limited liability company in the State of Delaware as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Member hereby agrees as follows:

1. Name. The name of the Company is Thoreau Residences LLC.
2. Purpose. The sole purpose of the Company is to develop, manage, operate, sell, convey, assign, or otherwise deal with the real property; and to engage in all other activities incidental to the foregoing.
3. Registered Agent/ Office. The limited liability company's registered office in the State of Delaware is to be located at c/o Registered Agent Solutions, Inc., 838 Walker Rd., STE 21-2, Dover, Kent County, Delaware 19904. The resident agent in charge thereof is: Registered Agent Solutions, Inc.
4. Term. Subject to the provisions of Section 12 below, the Company shall have perpetual existence.
5. Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.
6. Management. Management, operation and policy of the Company shall be vested exclusively in two (2) managers within the meaning of the Act (the “Managers”), who shall initially be Malachy Burke and Jarad Gough. The Managers, acting through their duly authorized agents, is authorized and empowered on behalf and in the name of the Company to perform all acts and engage in all activities and transactions which they may in their sole discretion deem necessary or advisable in order to cause the Company to carry out its purpose and exercise the powers granted to the Company hereunder and under the Act. The Managers are agents of the Company and the actions of such Managers in such capacity shall be binding on the Company without liability to the Managers so acting. Notwithstanding any other provision contained herein, the Managers are hereby authorized to execute any documents on behalf of the Company.
7. Power to Bind the Company. The Managers (acting in their capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.
8. Actions by the Managers and Member; Meetings. The Managers may approve a matter or take any action at a meeting or without a meeting by the written consent of the Managers. Meetings of

the Managers may be called at any time by a Manager. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

9. Officers. The Managers may, from time to time as it deems advisable, select natural persons and designate them as officers of the Company (the “Officers”) and assign titles (including, without limitation, Chief Executive Officer, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Managers decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities that are normally associated with that office. Any delegation pursuant to this Section 10 may be revoked at any time by the Managers. An Officer may be removed with or without cause by the Managers. The initial President and Chief Executive Officer is Magdalena Kala.

10. Limitation of Liability. No Officer or Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager or Officer of the Company. No Manager or Officer shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager or Officer were not in good faith or involved criminal activity, willful misconduct, fraud, or a knowing violation or breach of this Agreement. Without limiting the foregoing, no Manager or Officer shall owe or be required to act in a manner consistent with fiduciary duties to the Company and its Members, except, and only to the extent, as required by the Act or other applicable law.

11. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution.

(b) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the Act.

12. Capital Contributions. The Member has contributed an amount to the Company as described in the books and records of the company.

13. Additional Contributions. The Member may, but is not required to, make any additional capital contributions to the Company.

14. Units. A Member’s limited liability company membership interests in the Company shall be represented by the Units issued to such Member by the Company (each a “Unit” and collectively, the “Units”). No more than one class of Units shall be issued. All of a Member’s Units, in the aggregate,

represent such Member's entire limited liability company interest in the Company. The Member hereby agrees that its Units shall for all purposes be personal property. A Member has no interest in specific property of the Company. The Member holds 100 Units in the Company, which Units represent the Member's entire limited liability company membership interest outstanding immediately prior to this Agreement. There are no other holders of Units or limited liability company membership interests. Any changes to the ownership of Units shall be reflected on a Schedule of Members to be attached to this Agreement. Each Unit shall be entitled to cast one vote on any matter requiring the approval of the members.

15. Allocation of Profits and Losses. The Company's profits and losses shall be allocated solely to the Member.

16. Distributions. Distributions shall be made to the Member as the times and in the aggregate amounts determined by the Managers.

17. Assignments. The Member may assign in whole or in part its limited liability company interest.

18. Admission of Additional Members. Additional members of the Company may only be admitted to the Company with the consent of the Managers.

19. Indemnification. The Company hereby agrees to indemnify and hold harmless any person (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person by reason of the fact that such person is or was a manager, member, or officer, or was serving at the request of the Company as a manager, officer, director, principal or member of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, including any subsidiary of the Company; provided that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's gross negligence, bad faith, willful misconduct, or knowing violation of law as determined by a judgment of a court of competent jurisdiction. Expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

20. Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the holders of a majority of the issued and outstanding Units. An amendment shall become effective as of the date specified in the approval of the members or if none is specified as of the date of such approval or as otherwise provided in the Act.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as

to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.


22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of date first written above.

SOLE MEMBER:

THOREAU REAL ESTATE LLC, A DELAWARE
LIMITED LIABILITY COMPANY

By:  _____

Name: J.B. Gough
Title: Manager