

April 23, 2024

Shawn Hayden, Acting President  
GAAMHA, Inc.  
208 Coleman Street  
Gardner, MA 01440

Re: **Letter of Intent – 827 Green Street, Gardner, Massachusetts**

Dear Shawn:

This letter of intent (this “**Letter**”) sets forth the terms upon which Baystate Racing LLC, a Massachusetts limited liability company (“**Buyer**”), is prepared to purchase the fee simple interest in the property described on **Exhibit A** (the “**Property**”) from GAAMHA, Inc., a Massachusetts non-profit corporation (“**Seller**”).

1. **Legal Fees:** Buyer shall assist in defraying Seller’s legal fees in negotiating this potential transaction by paying Seller the non-refundable amount of \$15,000.00 upon the execution of this Letter of Intent.
2. **Purchase Price and Deposit:** The purchase price (the “**Purchase Price**”) for the Property shall be One Million Six Hundred and Seventy-Five Thousand Dollars (\$1,675,000), payable in immediately available funds as follows:
  - (a) \$81,250 shall be paid to the attorney for the Seller as escrow agent (the “**Deposit**”), upon execution of a mutually acceptable Agreement (as defined below); and
  - (b) The balance of the Purchase Price, subject to adjustment as provided in the Agreement, shall be paid to Seller at the Closing (as defined below).
3. **Assignment and Transfer of Rights:** Buyer has or will enter into a Purchase and Sale Agreement (the “**Suitable Property Agreement**”) for the purchase of property located in Gardner, Massachusetts, on to which Seller shall relocate its operations from the Property (the “**Suitable Property**”). Buyer and Seller shall agree on the identification of the Suitable Property (and the terms of the Suitable Property Agreement) within thirty (30) days of the date of the Agreement. At the closing for Buyer’s purchase of the Suitable Property (the “**Suitable Property Closing**”), Seller, or a nominee designated by Seller, shall acquire title to the Suitable Property. Buyer shall assign the Suitable Property Agreement to Seller so that Seller may benefit from any post-closing obligations benefitting Buyer under the Suitable Property Agreement. The Purchase Price paid by Buyer for the Property shall be applied to the purchase of the Suitable Property. Seller shall pay any excess.
4. **Permitting Expenses:** Buyer shall reimburse Seller for up to \$100,000 for services of

architects, engineers, lawyers, and land use professionals to obtain the permits and approvals required for Seller to use the Suitable Property for Seller's intended use. Said sum will be held in escrow by Seller's counsel and released without undue delay to Seller upon submission of professionals' receipts to Buyer and notice by Buyer to Seller's counsel that the funds may be released.

5. **Purchase and Sale Agreement:** The obligation of Buyer and Seller to proceed is subject to the full execution of a mutually acceptable Purchase and Sale Agreement (the "**Agreement**"). Buyer and Seller agree to negotiate in good faith and to execute the Agreement within twenty-one business (21) days following the execution of this Letter. Buyer shall prepare the initial draft of the Agreement. If the parties do not execute an Agreement within such time, this Letter shall terminate and be of no further force or effect, unless the parties agree to an extension in writing. Buyer may assign Buyer's rights in the Agreement without Seller's consent, so long as such assignee uses the Property in a manner not inimical to Buyer's mission, but the right of Seller to acquire the Suitable Property at the Closing shall not be affected. The Agreement and all other requisite documents will incorporate the terms and conditions of this Letter and such other terms and conditions as the parties agree.

The Agreement shall specifically emphasize the importance of the care and treatment of horses in connection with the Equine Center by Buyer.

6. **Inspection Period:**

- (a) **Election to Proceed.** Buyer shall have a period of thirty (30) days (the "**Inspection Period**") to evaluate the legal, title, financial, and physical condition of the Property. The Inspection Period shall commence upon execution of the Agreement. At any time during the Inspection Period, Buyer may, in its sole and absolute discretion, and for any or no reason, elect to proceed or to not proceed with the purchase of the Property by giving written notice to Seller. If Buyer elects not to proceed, or fails to notify Seller that Buyer elects to proceed, then the Agreement shall terminate and the entire Deposit shall be refunded to Buyer. Both parties shall then be released from all further rights, obligations, and liabilities under the Agreement other than any indemnities which expressly state that they survive the termination of the Agreement.

Seller shall have a period of thirty (30) days (the "**Seller Inspection Period**") to evaluate the legal, title, financial, and physical condition of the Suitable Property. The Seller Inspection Period shall commence upon execution of the Agreement. At any time during the Seller Inspection Period, Seller may, in its sole and absolute discretion, and for any or no reason, elect to proceed or to not proceed with the purchase of the Suitable Property by giving written notice to Buyer. If Seller elects

not to proceed, or fails to notify Buyer that Seller elects to proceed, then the Agreement shall terminate and the entire Deposit shall be refunded to Buyer. Both parties shall then be released from all further rights, obligations, and liabilities under the Agreement other than any indemnities which expressly state that they survive the termination of the Agreement.

- (b) **Investigations.** Buyer shall have the right, at Buyer's sole cost and expense, to (i) perform an environmental site assessment of the Property, which may include testing of soil and groundwater for the presence of hazardous materials, (ii) review the title to and survey of the Property, (iii) perform a property condition assessment, and (iv) perform such other due diligence activities as Buyer deems necessary or advisable.
  - (c) **Due Diligence Materials.** Seller shall deliver or cause to be delivered to Buyer within three (3) business days of the execution of the Agreement all due diligence materials requested in writing by Buyer as set forth in the Agreement.
  - (d) **Right of Entry.** During the Inspection Period, and thereafter until the Closing, Buyer and/or its representatives and agents, shall have the right, in coordination with and upon prior notice to Seller, to enter upon the Property at all times deemed reasonable by Seller to conduct surveys, appraisals, engineering tests, inspections, and for such other purposes as Buyer deems reasonably necessary to evaluate the Property.
  - (e) **Suitable Property Investigations.** To the greatest extent possible, Seller shall be afforded the same rights with respect to the Suitable Property as Buyer has with the Property in connection with items (b), (c), and (d) above.
7. **Closing:** The closing (the "**Closing**") shall occur within 30 days after the later to occur of (i) the date Buyer receives a Race Meet License from the Commonwealth of Massachusetts for the Property, and (ii) Seller receives final approval from the Gardner Planning Board for development of the Suitable Property for Seller's intended use of the Suitable Property (the "**Approvals**"). The Closing shall occur prior to, or simultaneously with, the Suitable Property Closing. Seller shall convey to Buyer at the Closing, good and marketable title to the Property subject to no monetary liens or encumbrances of any kind and subject to such non-monetary exceptions as approved in writing by Buyer during the Inspection Period. Seller shall pay (a) the cost of releasing all liens, judgments and other encumbrances that are to be released and for the recording of such releases, and (b) transfer taxes. Each party shall bear its own attorney's fees and other costs shall be apportioned among the parties in a manner customary in Worcester County.
8. **Permitting of Properties:** Buyer's obligation to close on the sale of the Property is contingent on Buyer obtaining a Race Meet License from the Commonwealth of Massachusetts. Buyer agrees to apply for a Race Meet License within sixty (60) days of execution of the Agreement. Seller's obligation to close on the purchase of the Suitable

Property is contingent on Seller final approval from the Gardner Planning Board. Seller agrees to apply for said approval within sixty (60) days of execution of the Agreement.

9. **Representations and Warranties:** The Agreement shall include commercially standard representations and warranties of Seller and Buyer.
10. **Brokerage:** Seller and Buyer represent to each other that they have not dealt with any real estate brokers in connection this transaction.
11. **No Solicitation:** Between the execution of this Letter, and the earlier of (i) the termination of this Letter, (ii) the termination of the Agreement, or (iii) the date of the Closing, Seller agrees that it shall not, nor shall it authorize or permit any of its agents, to offer or seek to offer or entertain or discuss any offer to sell the Property or deal in such regard with any party other than Buyer. In addition, neither Seller nor its representatives shall enter into any agreement or understanding, whether oral or written, that would prevent the consummation of the transaction contemplated by this Letter.
12. **Lease:** At the Closing, Seller shall lease from Buyer the structures located on the Property for the conduct of Seller's current business (the "**Lease**"). The Lease shall (i) have a term of no less than twelve (12) months from the Closing, (ii) obligate Seller to pay all operating expenses, taxes, utilities and repairs associated with said structures, (iii) provide that Buyer shall have no obligations to repair or maintain any portion of said structures, (iv) provide that Seller shall not be required to pay any rent during the term, and (v) provide that Seller shall not interfere with Buyer's use of the Property to design, permit, and construct an equestrian facility to breed, train, race, and retire thoroughbred horses so long as Buyer's use does not unreasonably interfere with Seller's rights under the Lease.
13. **Expiration of Proposal:** The proposal contained in this Letter will expire at 5:00 p.m. on April 26, 2024. Acceptance by Seller shall be evidenced by the signature of an authorized representative on this Letter and provided to Buyer before such expiration. This Letter may be signed in counterparts, all of which taken together shall constitute one document.


[SIGNATURE PAGE FOLLOWS]

**Exhibit A**

Approximately 115 acres of land and the improvements thereon located off of Green Street in Gardner, Massachusetts and designated as tax parcel R42-21-1. The Property is more particularly described in a Deed recorded with the Worcester District Registry of Deeds in Book 63792, Page 211.

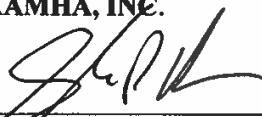
Please indicate Seller's acceptance of the terms and conditions of this Letter by signing in the space provided below.

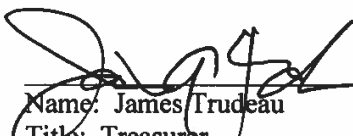
**BAYSTATE RACING, LLC**

BY:   
Name: Sagi A. Genger  
Title: Manager

Agreed to and accepted by:

**GAAMHA, INC.**

  
Name: Shawn P. Hayden  
Title: Acting CEO/President

  
Name: James Trudeau  
Title: Treasurer

Date: April 27, 2024