PURCHASE AND SALE AGREEMENT

This Agreement is executed as of the 15th day of January 2019, by and between 35 River Street, LLC, a Massachusetts limited liability company and 19 River Street, LLC a Massachusetts limited liability company both having an address of 36 Cabot Road, Suite 2 Woburn, Massachusetts 01833 (both hereinafter referred to as "Seller"), and SLV River Street, LLC a Massachusetts limited liability company having an address of c/o SEB, LLC 257 Hillside Avenue, Needham, MA 02494 (hereinafter referred to as "Buyer").

1. Buy and Sell Agreement. Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Premises described below.

2. Description of Premises. The premises to be conveyed by Seller to Buyer hereunder shall include the following (the "Premises"):

   The land located in Winchester, Massachusetts known as 19 River Street and 35 River Street. For Seller's title see deed to Seller dated January 29, 1997 recorded with Middlesex South Registry of Deeds in Book 27024, Page 165 and deed to Seller dated March 17, 1997 recorded with Middlesex South Registry of Deeds in Book 27139, Page 027 (the "Real Property" or "Premises").

3. Title Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or in Buyer's sole discretion without the consent of the Seller to the nominee or assignee designated by the Buyer by written notice to the Seller at least five (5) days prior to the Closing Date (as that term is hereinafter defined), whereby the principals of the Buyer shall have an interest in any such nominee or assignee and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

   (a) Provisions of existing building, environmental and zoning laws and regulations;

   (b) Any liens for municipal betterments assessed after the date of this agreement; and

   (c) Such easements, restrictions, covenants and agreements of record as Buyer has accepted or shall be deemed to have accepted under the terms of Section 8 of this Agreement (the "Permitted Exceptions").

   Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of The Real Estate Bar Association (formally known as the Massachusetts Conveyancers Association) shall be governed by such standard to the extent applicable. If a plan (a so called Form A plan) showing the Real Property will be necessary to be recorded with the deed the Buyer shall deliver such plan in form adequate for recording.

4. Purchase Price. The agreed purchase price for the Premises is Five Million and 00/100 ($5,000,000) Dollars. Upon execution of this Agreement, Buyer shall deposit with the Escrow Agent (as hereinafter defined) pursuant to the terms contained in Schedule 4.1 attached hereto, the sum of Twenty Five Thousand ($25,000) Dollars to be credited towards the Purchase Price (the "Deposit").

   Paul L. Feldman, Esq., Davis, Malm & D'Agostine, P.C. (the "Escrow Agent") shall hold the Deposit. In the event there is a dispute concerning the return of the Deposit, the provisions contained in Schedule 4.1 shall determine the disposition of said Deposit.

5. Development Permits. Buyer intends to develop a residential affordable housing development at the Property ("Proposed Development") under what is known as a comprehensive permit. Buyer shall submit a complete application to the appropriate state agencies within thirty (30) days of the date of this Agreement and upon site approval submit a complete application to the appropriate municipal boards, and, thereafter, diligently and continuously pursue obtaining the comprehensive permit and all other permits and approvals (other than a building permit) necessary for construction of the Proposed Development containing such terms and conditions as are satisfactory to Buyer (the "Permit Period"). Buyer's obligation to perform at the Closing (as defined in Section 6 herein) shall be subject to and contingent upon Buyer obtaining all permits and approvals (other than a building permit) necessary for construction of the Proposed Development with all appeal periods expired and no appeal taken. Buyer acknowledges and agrees that Seller will have no responsibility or obligation to perform any off-site improvements or mitigation measures as a result of Buyer's purchase of the Premises or development of the Proposed Development. If Buyer obtains the Permits and they or any one of them is appealed, provided that Buyer diligently prosecutes or defends, as applicable, such appeal(s) the Permit Period shall extend.

6. Closing/Closing Date; Closing Deliverables.

   (a) Closing. The deed to the Premises (and other instruments called for herein) are to be delivered and the purchase price paid commencing at 1:00 o'clock p.m. on or before the earlier of (a) sixty (60) days after Buyer receives all permits and approvals (other than a building permit) necessary for the Proposed Development, with all appeal periods expired and no appeal taken or (b) thirty (30) days following the expiration of the Permit Period, at the offices of the Buyer's attorney or the attorney for the Buyer's lender. The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date." If any date on which the Closing would occur by operation of this Agreement is not a business day in Boston, Massachusetts, the Closing shall occur on the next following business day. Notwithstanding the foregoing the

Closing Date must occur by December 31, 2020 unless otherwise agreed to by the parties or an appeal of one or more Permits has been taken (in which event provided Buyer is diligently prosecuting or defending such appeal, the Closing State shall be extended until sixty (60) days after a final judgment is entered). Time is of the essence for each and every provision of this Agreement. Seller's obligation to close and convey the Premises as required hereunder becomes binding upon Buyer's satisfaction or waiver of any conditions to Buyer's performance.

(b) Seller Deliverables. At the Closing, Seller shall duly execute and deliver the following closing documents (the "Seller Documents"):

(1) a Massachusetts quitclaim deed conveying the Real Property in form reasonably acceptable to Buyer and its title insurer;

(2) such affidavits or letters of indemnity as the Buyer's title insurer shall reasonably require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession;

(3) a Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended;

(4) a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing;

(5) such authority documents as are reasonably necessary under Section 24 hereof including a Good Standing Certificate from the Massachusetts Secretary of State; and,

(6) such other instruments and documents reasonably requested by Buyer, Buyer's lender, and/or Buyer's title insurance company, and reasonably required to effectuate the transaction contemplated by this Agreement, including without limitation a closing statement describing the sources and uses of funds in connection with the Closing; and

(d) Buyer Deliverables. At the Closing, in addition to payment of the purchase price, Buyer shall execute and deliver the following:

(1) instruments and documents reasonably requested by Seller and reasonably required to effectuate the transaction contemplated by this Agreement.

7. Possession and Condition of Premises. Full possession of the Premises, free of all tenants and occupants is to be delivered at the time of Closing, the Premises to be then (a) in the same physical condition as at present, reasonable wear and tear excepted (b) not in violation of applicable building, environmental, zoning and other applicable laws, and (c) in compliance with the provisions of any instrument referred to in Section 3 hereof. The Buyer shall be entitled to an inspection of the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this clause. Seller shall maintain the Premises in their current condition and shall not remove timber, soil or other resources or material prior to the Closing.

8. Title and Survey Review; Extension to Perfect Title.

(a) Buyer's Title Review. Upon execution of this Agreement, Buyer shall promptly obtain a current title commitment for Owner's and Lender's Title Insurance from Lawyer's Title Insurance Company (the "Title Commitment") and a survey in such form as Buyer shall determine necessary in its sole discretion ("Survey"). On or before thirty (30) days from the date hereof, Buyer may object to, in its sole and absolute discretion, any matters disclosed by the Title Commitment, and give written notice to Seller of any such title matters disclosed. On or before thirty (30) days from the date hereof, Buyer may object to, in its sole and absolute discretion, any matters disclosed by the Survey, and give written notice to Seller of any such survey matters disclosed. Any matters disclosed by the Title Commitment or Survey are hereinafter referred to as "Title Matters". Within five (5) business days of Seller's receipt of Buyer's Title Matters, if any, as provided above, Seller shall determine whether or not Seller shall cure, to reasonable satisfaction of Buyer, such Title Matters within 30 days from the date of Seller's receipt of notice of Buyer's Title Matters ("Title Matters Cure Notice"). If Seller determines that Seller will not cure to the reasonable satisfaction of Buyer any or all such Title Matters, Seller shall so notify Buyer in writing by 6:00 pm on the fifth (5th) business day after Seller's receipt of Buyer's Title Matters, in which event this Agreement shall be terminated, without further recourse of the parties except Buyer's obligation to indemnify under Section 22, and the Deposit paid shall be returned to the Buyer, unless Buyer, within five (5) business days of receipt of Seller's notice, notifies Seller in writing that Buyer waives Buyer's Title Matters that Seller has determined Seller will not cure. In the event Seller fails to provide a timely Title Matters Cure Notice that Seller will not cure any or all such Title Matters, Seller shall be required to use reasonable efforts to cure such Title Matters within twenty (20) days (the "Title Matter Cure Period"). All matters of record as of the date of the Title Commitment (other than Voluntary Liens), and all survey matters existing as of the date of the Survey, other than Title Matters that have not been waived by Buyer as provided above, shall constitute "Permitted Exceptions." Seller shall use reasonable efforts to cure the Title Matters within the Title Matter Cure Period. If, despite such reasonable efforts, Seller is unable to cure the Title Matters within the Title Matter Cure Period, despite such reasonable efforts, Buyer shall have, in its sole and absolute

discretion, the options stated in Section 10 herein, or to terminate this Agreement whereby all obligations of the parties hereto shall cease, the Deposit paid shall be returned to the Buyer, and this Agreement shall be null and void without recourse to the parties. All Voluntary Liens will be satisfied by Seller on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller, provided that all instruments so obtained are recorded simultaneously with the delivery of said deed, or with regard to institutional discharges only, within a reasonable time thereafter pursuant to customary conveyancing practices. Voluntary Liens shall mean any mortgage, deed of trust, financing statement, mechanics' or materialmens' lien, or other lien securing the payment of money. In the event Buyer elects to waive the Title Matters and accept title as provided herein, such action shall not be construed or interpreted so as to permit Seller to avoid removing any Voluntary Liens which, pursuant to the terms of this Agreement, are required to be removed by Seller prior to or concurrently with the Closing.

9. Failure to Perfect Title or Make Premises Conform, etc. If at the time of the Closing or at the expiration of the extended time, as the case may be, the Seller shall (i) have failed after having used reasonable efforts so to remove any defects in title, make conveyance, or deliver possession, as the case may be, or (ii) make the Premises conform with the provisions hereof, (each such foregoing event being hereinafter called a "Failure of Condition"), then Seller, for a Failure of Condition arising out of clause (i) or (ii), shall give written notice thereof to the Buyer at or before the time of the Closing, and thereupon, the time of the Closing shall be extended for a period of up to 30 days, during which time Seller shall use reasonable efforts to cure such Failure of Condition. If the time of the Closing is extended and if at the end of such extension period Seller shall have failed so to cure such Failure of Condition, as herein provided, and if Buyer, at its election, does not waive any such Failures of Condition, then Buyer may elect, as its sole and exclusive remedy to exercise any of its rights under Paragraph 17(b) herein.

10. Buyer's Election to Accept Title. Including if any casualty, condemnation, or similar event occurs, the Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty fully-insured against, then the Seller shall, unless the Seller has previously restored the Premises to their former condition, either:

(a) pay over or assign to the Buyer, at the Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, and give the Buyer a credit for the amount of any deductible under such insurance policy, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, at the Closing, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage plus the amount of any deductible under such insurance policy less any amounts reasonably expended by the Seller for any partial restoration.

11. Acceptance of Deed. The acceptance of a deed by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after or are to survive the Closing.

12. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery and recording of the deed, or provisions are made at Closing consistent with local conveyancing practice and custom for obtaining the release of institutional mortgage(s) on the Premises.

13. Insurance. Until the Closing, the Seller shall cause to be maintained insurance on the Premises.

14. Adjustments. Real estate taxes and other applicable expenses for the then current year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of Closing.

15. Adjustment of Unassessed and Abated Taxes. If the amount of the real estate taxes assessed against the Premises is not known at the time of the Closing, or if the Premises are assessed together as part of a larger parcel, taxes shall be apportioned on the basis of the taxes assessed for the preceding year (with all land, in the case of the Premises assessed as part of a larger parcel, being valued equally), with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed. Seller shall not institute any proceeding for a tax abatement without the consent of Buyer. The parties shall sign at Closing a tax proration agreement pursuant to which taxes shall, after the Closing and once ascertainable, be further adjusted as need be.

16. No Broker's Fee. Seller represents to Buyer, and Buyer represents to Seller, that that no intermediary or broker is or shall be entitled to any commission or other

compensation with respect to any of such transactions. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section. This obligation shall survive the Closing.

17. Remedies.

(a) Buyer's Default; Damages. If the Buyer shall fail to fulfill the Buyer's obligations prior to the Closing, this Agreement shall terminate without recourse and the Seller shall (i) retain Buyer's Deposit as liquidated damages and (ii) Buyer shall effectuate the transfer of Permits and Materials as provided in Section 3 herein, as Seller's sole and exclusive remedy at law or in equity for Buyer's default. Buyer and Seller acknowledge that the damages to Seller in the event of a breach of this Agreement by Buyer would be difficult or impossible to determine, that the amount of the Deposit represents the parties' best estimate of the damages that would be suffered by Seller if the transaction should fail to close, and that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that Seller and Buyer reasonably anticipate would exist at the time of such breach.

(b) Seller's Default; Damages. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Premises or to perform its obligations under this Agreement, Buyer may, as its sole remedy therefor, either (i) enforce specific performance of this Agreement against Seller or (ii) terminate this Agreement in which case the Deposit and all interest accrued thereon will immediately be returned to Buyer or (iii) elect to accept title as provided under Section 10 herein. No other remedies shall be available to Buyer. In the event Buyer elects to enforce specific performance of this Agreement against Seller, Seller shall reimburse Buyer for Buyer's reasonable attorney's fees relating thereto.

18. Warranties and Representation. (a) Seller represents and warrants to Buyer as of the date of this Agreement that the following warranties and representations shall be true and accurate as of the Closing Date as follows:

(i) Seller is two Massachusetts limited liability companies, duly formed, and Seller has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(ii) No authorization, consent or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

(iii) Except as set forth in Exhibit B attached hereto, Seller is not a party to, and there is not any, presently effective leases, lease amendments, lease guaranties, work letter agreements, improvement agreements, subleases, assignments, licenses, concessions or other agreements (including, without limitation, any oral agreements) with respect to the leasing, use or occupancy of the Premises or any part thereof nor are there any rights of first refusal, options or other agreements or obligations on the part of Seller wherein any third party approval of the sale contemplated herein is required..

(iv) Except as permitted by applicable Environmental Laws and regulations, and except for building materials within the buildings existing on the Premises, to the best of Seller's knowledge, there is no present release or threatened release of any Hazardous Substances in, on or under the Premises. Seller has not received any notice, citation or claim alleging that the Premises or any part thereof, or any operations and activities therein and thereon or the use and occupancy thereof, are in violation of any applicable environmental laws and to the best of Seller's knowledge neither Seller nor any person using or occupying the Premises or any part thereof is violating any environmental laws or regulations. No claim, demand, action or proceeding of any kind relating to any past or present release or threatened release of any Hazardous Substances in, on or under the Premises or any past or present violation of any environmental laws at the Premises is pending, or to the best of Seller's knowledge, is being threatened by any person. As used in this Agreement, the term "Hazardous Substances" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, as amended, and the regulations thereunder, and the Federal Clean Water Act, as amended, and the regulations thereunder, and such terms shall also include asbestos, petroleum products, radioactive materials and any regulated substances under any Federal, State or local environmental law, regulation or ordinance.

(v) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations thereunder.

(vi) Each person signing this Agreement on behalf of Seller is duly and validly authorized to do so.

(vii) With regard to the Premises, Seller has complied with and neither the Seller nor the Premises are in violation of, any applicable federal, state, or local statute, law, or regulation (including, without limitation, any applicable building, zoning, health, environmental or other law, ordinance, or regulation) affecting the Premises or the use thereof.

(ix) The representations and warranties of Seller in this Paragraph 18 are material inducements for Buyer to enter into this Agreement and shall survive Closing. Buyer would not buy the Premises from Seller without such representations and warranties of Seller.

(b) Buyer represents and warrants to Seller as of the date of this Agreement that the following warranties and representations shall be true and accurate as of the Closing Date as follows:

(i) The Buyer is a Massachusetts limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts. Buyer has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly and validly authorized by all necessary action on the part of Buyer and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally. Each person signing on behalf of Buyer is duly and validly authorized to do so.

(ii) The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not expressly set forth in this Agreement or in any document to be delivered by Seller at Closing that was prepared or approved by Seller. The Buyer hereby acknowledges that Buyer is purchasing the Premises "AS IS" without any representations or warranties express or implied other than as set forth in this Agreement or in any document to be delivered by Seller at Closing that was prepared or approved by Seller. Buyer is being given the opportunity to fully inspect the Premises and except as set forth in this Agreement Buyer is not relying upon any statement or representation of the Seller or Brokers, express or implied, with respect to the condition of the Premises. The provisions of this paragraph shall survive delivery of the deed.

(iii) The representations and warranties of Buyer in this Paragraph 18 are material inducements for Seller to enter into this Agreement and shall survive Closing. Seller would not sell the Premises to Buyer without such representations and warranties of Buyer. In addition, Buyer agrees that Seller makes no representation or warranties, express or implied, except as provided herein, regarding the adequacy, accuracy, completeness or content of any items, documents, or materials furnished by Seller pursuant to this Agreement or in connection with this transaction that were not prepared or approved by Seller. In addition, and except as provided herein, Buyer agrees that Seller shall not be liable for the adequacy, accuracy, completeness or content of any items,

documents, or materials furnished by Seller pursuant to this Agreement that were not prepared or approved by Seller.

The representations and warranties of Seller and Buyer in this paragraph 18 shall survive the delivery of the deed.

19. Seller's Covenants. In addition to other covenants and agreements of Seller in this Agreement, Seller hereby covenants as follows:

(a) In the event Seller obtains notice (written or oral) at any time prior to the Closing of any pending condemnation action affecting the Premises (or any portion thereof), Seller shall promptly notify Buyer.

(b) If Seller obtains notice (written or oral) thereof prior to the Closing, Seller shall advise Buyer promptly of any claim, litigation, arbitration or administrative hearing concerning or affecting the use and development of the Premises.

20. Access. From and after the date of this Agreement, Buyer and Buyer's representatives shall have the right to enter upon the Premises at any reasonable times and upon one (1) day prior notice (which may be oral) to Seller for the purpose of conducting building and land surveys, inspections, soil tests, environmental tests and such other examinations and investigations as the Buyer may desire. Buyer shall repair any and all damage caused by such entry and restore the Premises, and shall defend, indemnify and save Seller harmless from and against any claim, loss, cost, damage and liability resulting directly from or arising directly out of such entry or activity (but not from any loss, cost, damage, liability or consequences which may arise solely from the test or examination results or as a result of Seller's conduct). All such activities authorized hereunder shall be at the sole and exclusive risk and cost of Buyer. Notwithstanding anything to the contrary herein, the Buyer's indemnification obligations under this paragraph shall survive the delivery of the deed or the termination of this Agreement by either party prior to the Closing.

21. Evidence of Compliance. Seller shall provide in advance of the Closing Date such documents as Buyer may reasonably require (i) to evidence Seller's existence and due authority to perform and convey title to the Premises as required herein, and that the persons acting for and on behalf of the Seller have the authority to so act and have acted within the scope of such authority.

24. Notices. All notices which may or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, or by facsimile transmission (provided the facsimile machine automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted, and the telephone number of

the recipient's facsimile machine), addressed to the parties at their respective addresses as follows:

If to Seller:	35 River Street, LLC, and 19 River Street, LLC 36 Cabot Road, Suite 2 Woburn, Massachusetts 01833 Attention: Robert Traina Fax No.:
With a copy to:	Paul L. Feldman, Esquire Davis, Malm & D'Agostine, P.C. One Boston Place Boston, MA 02108 Fax No.: (617) 305-3131
If to Buyer:	SLV River Street, LLC, C/O Geoff Engler/Justin Krebs 257 Hillside Avenue Needham, MA 02494
With a copy to:	Jason A. Pithie, Esq. Pithie & Associates, P.C. 158 Pleasant Street South Weymouth, MA 02190 Fax No.: 781-682-9011

or at such other address within the Continental United States as either party by written notice to the other may from time to time designate. Unless otherwise specifically provided to the contrary, notice shall be deemed given as of the date of receipt unless previously sent by facsimile, in which event notice shall be deemed given as of the date of such facsimile. Any notice to be given by any party hereto may be given by the counsel for such party.

25. Foreign Person and Reporting Forms. Seller represents and warrants that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code 1954, as amended, and will furnish to Buyer an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by the Buyer (other than the Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

26. Assignment of Buyer and Seller's Interest. Seller and Buyer understand and agree that this Agreement is personal to Buyer and that Buyer may not, without Seller's prior written consent (which consent Seller may withhold or deny in Seller's sole discretion) assign Buyer's right, title and interest in and to this Agreement at any time to any party. Notwithstanding the foregoing Buyer may

assign this Agreement simultaneously with the Closing or to another entity controlled by Buyer.

27. Construction of Agreement. This instrument, which may be executed in multiple counterparts, executed in quadruplicate is to be construed as a Massachusetts agreement, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. Closing Costs and Expenses. Buyer shall pay the costs and expenses of all reviews, texts or other undertakings of Buyer pursuant to Diligence Review. Buyer shall pay the costs of a survey and title insurance premiums for title insurance it desires. Seller shall pay all real property transfer taxes and sales tax incurred in connection with the transfer of any personal property. Each party shall pay its own attorneys fees. All other costs and expenses shall be paid by the party who normally and customarily pays such expenses for a commercial transaction in the Greater Boston Area.

29. 1031 Exchange. The parties have advised each other that they each may enter into a like-kind exchange under Section 1031 of the Code in connection with the sale of the Property to Buyer (the "Tax Deferred Exchange"). The parties agree to cooperate as reasonably requested with each other in connection with a Tax Deferred Exchange, including executing customary documents relating to the parties' exchange agreements, provided that: (a) the parties shall not incur any cost or any liability in connection with such cooperation or any other matter relating to a Tax Deferred Exchange; (b) in no event will any matter relating to a Tax Deferred Exchange including, without limitation, inability of either party to obtain any benefits of a tax deferred exchange, relieve either party of any of its obligations under this Agreement; and (c) each party shall indemnify and hold the other harmless from any claims, liabilities, costs, damages, loss or expense incurred solely in connection with a Tax Deferred Exchange, including reasonable attorneys' fees, but exclusive of those costs and expenses a party would otherwise incur in performing this Agreement absent the a Tax Deferred Exchange. Either party may assign this Agreement to an Intermediary without consent of the other party for purposes of effectuating a 1031 exchange. Notwithstanding an assignment to or substitution of the Intermediary to act in place of either party, each party agrees to unconditionally guarantee the full and timely performance by the Intermediary of the representations, warranties, obligations and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, Each party may proceed directly against the other without the need to join the Intermediary.

30. Confidentiality. Each party agrees with the other to keep the terms and conditions of this agreement confidential and will not disclose such information to any other party without written consent. "Confidential Information" includes the business terms of this Agreement, and any and all information whether oral, written or other form, which is communicated by either party to the other relating to this contemplated transaction, including, but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential). Confidential Information may be released to either parties' relatives, employees, attorneys, accountants, officers, partners, consultants or lenders, or governmental officials who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information. It is contemplated this Agreement may have to be provided to third parties in connection with obtaining the Permits.

31. No Financing Contingency. Buyer acknowledges and agrees that its obligation to purchase the Property is not subject to its ability to obtain financing or to raise equity capital.

32. Buyer's Permits. Buyer shall be solely responsible, at its sole cost and expense, for applying for and obtaining all final local, state and federal permits, licenses, orders, approvals, consents and utilities from all governmental authorities and agencies which may be required for the construction, operation and use of the Proposed Development with all appeal periods having expired with no appeal having been taken therefrom (collectively, the "Permits"). Seller agrees to execute, as owner of the Property, such applications and authorizations as may be reasonably required by the applicable governmental authority, consistent with the Proposed Development, and to support such applications and otherwise reasonably cooperate with Buyer in obtaining such Permits. If Buyer terminates this Agreement or fails to perform at the Closing, all rights, title and interest in and to all Permits then issued and all pending applications for Permits, shall belong solely to Seller at no cost to Seller, provided that Seller shall not have any obligation to pursue or to maintain any such permit or application nor to comply with any condition thereof. In addition, Buyer shall provide to Seller, without cost or expense, all studies, plans, reports, information or other materials regarding the Real Property or the Proposed Development prepared by Buyer or prepared by anyone engaged by or acting on Buyer's behalf (collectively, the "Materials").

33. Limits on Seller's Knowledge. Whenever a representation is qualified by the phrase "to the best of Seller's knowledge", or by words of similar import, whenever a representation is made to the effect that Seller has received no written notice, and whenever this Agreement otherwise makes reference to Seller's actual knowledge (including as to whether any information is in Seller's possession or control), the accuracy of such representation and the determination as to whether Seller has such actual knowledge shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Robert Traina, without independent investigation or inquiry other than review of Seller's files and reasonable inquiry

of Seller's agents (including property managers) who are familiar with the ownership and operation of the Premises.

34. Limits on Buyer's Knowledge. Whenever a representation is qualified by the phrase "to the best of Buyer's knowledge", or by words of similar import, whenever a representation is made to the effect that Buyer has received no written notice, and whenever this Agreement otherwise makes reference to Buyer's actual knowledge, the accuracy of such representation and the determination as to whether Buyer has such actual knowledge shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Geoff Engler or Justin Krebs without independent investigation or inquiry other than review of any third party reports or other written information concerning the Property prepared on behalf of and delivered to Buyer.

35. If, at any time before the Closing Date, a taking or condemnation (or proceeding in lieu thereof) is commenced against the Premises that adversely affects the Proposed Development, seller may terminate this Agreement. If Seller does not terminate this Agreement, Buyer may, at Buyer's sole option, elect either to:

(a) terminate this Agreement and receive back the Deposit; or

(b) purchase the Premises subject to and in accordance with this Agreement. In the event of condemnation or taking that does not affect the Proposed Development, or if there is a condemnation or taking but Buyer elects to proceed hereunder, (1) Buyer shall purchase the Premises in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Buyer at Closing all condemnation proceeds paid or payable as a result of such condemnation, (3) Buyer shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise any such matter without Buyer's prior written consent which consent shall not be unreasonably withheld.

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EXECUTED as of the date first above written.

SELLER: 35 River Street, LLC, a Massachusetts limited liability company

_____

Robert Traina, Manager

9 River Street, LLC a Massachusetts limited liability company

_____

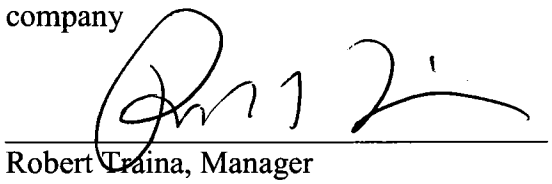
Robert Traina, Manager

BUYER: SLV River Street, LLC

By: Strategic Land Ventures, LLC
Manager
as an authorized signer and manager

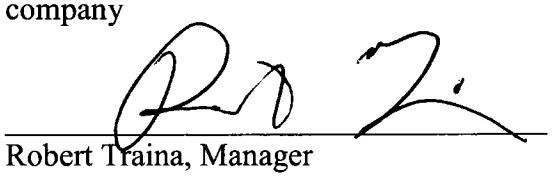
EXECUTED as of the date first above written.

SELLER: 35 River Street, LLC, a Massachusetts limited liability company



Robert Traina, Manager

9 River Street, LLC a Massachusetts limited liability company



Robert Traina, Manager

BUYER: SLV River Street, LLC

By:_____
Justin Krebs, Manager

Schedule 4.1

Deposit Escrow Provisions

[Attached to and a Part of Real Estate Purchase and Sale Agreement by and between Middleboro, LLC as Seller and CT Compass Development, LLC as Buyer]

(a) Escrow Agent shall hold the Deposit in a segregated, interest bearing account approved by Buyer and Seller. If the Closing occurs, the Deposit along with accrued interest shall be credited against the Purchase Price. The Deposit shall be held and disbursed by Escrow Agent in the following manner:

(i) to Seller upon consummation of the Closing and recording the deed; or

(ii) to Seller with accrued interest, upon receipt of written demand therefor, stating that Buyer has defaulted in the performance of Buyer's Closing obligations under this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) Business Days after it has sent a copy of such demand to Buyer, nor thereafter if Escrow Agent shall have received written notice of objection from Buyer in accordance with paragraph (b) below; or

(iii) to Buyer with accrued interest, upon receipt of written demand therefor, stating that either (x) this Agreement has been terminated pursuant to a provision hereof and certifying the basis for such termination, provided that in the case of a termination by Buyer pursuant to Section 20 timely notice has been given to Seller as required therein, or (y) Seller has defaulted in performance of Seller's Closing obligations under this Agreement or that Buyer is otherwise entitled to the Deposit under the provisions of this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) Business Days after it has sent a copy of such demand to Seller, nor thereafter if Escrow Agent shall have received written notice of objection from Seller in accordance with paragraph (b) below. The party requesting the Deposit shall also copy the other on the request.

(b) Upon receipt of written demand for the Deposit by Buyer or Seller pursuant to clause (a)(ii) or (a)(iii) above, Escrow Agent shall promptly send a copy thereof to the other party. The other party shall have the right to object to the delivery of the Deposit by sending written notice of such objection to Escrow Agent within five (5) Business Days after Escrow Agent sends a copy of the written demand to the objecting party and the objecting party's receipt of such demand. Upon receipt of such notice, Escrow Agent shall promptly send a copy thereof to the party who made the written demand.

(c) In the event of any dispute between the parties, Escrow Agent shall disregard all instructions received and shall hold the Deposit until the dispute is mutually resolved and Escrow Agent is advised of this fact in writing by both Seller and Buyer, or Escrow Agent is otherwise instructed by a final judgment of a court of competent jurisdiction. Upon receipt of notice of objection as provided in (b) above, Escrow Agent may commence an action of interpleader in Plymouth County Superior Court. The Escrow Agent shall be indemnified by

Buyer and Seller, jointly and severally, for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action. Buyer acknowledges that the Escrow Agent is Seller's counsel and hereby waives any conflict of interest claims for Paul L. Feldman, Esq. and Davis, Malm & D'Agostine, P.C. to act as Escrow Agent in this matter.

(d) In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive conflicting instructions, claims or demands from the parties hereto, or instructions which conflict with any of the provisions of this Agreement, Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Deposit until Escrow Agent shall be instructed otherwise in writing signed by both Seller and Buyer, or by final judgment of a court of competent jurisdiction. Any action of interpleader filed by the Escrow Agent in connection herewith shall be filed in the Plymouth County Superior Court. The Escrow Agent shall be indemnified by Buyer and Seller, jointly and severally, for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so, provided that any modification of this Schedule 4.1 shall be signed by Escrow Agent, Buyer and Seller. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form, manner or execution or validity of any written instructions delivered to it, nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safe keeping of the funds in accordance with the terms described herein. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement as against the Escrow Agent. Upon the Escrow Agent's disbursement of all the funds to the parties in accordance with the terms of this Agreement, the escrow shall terminate and the Escrow Agent shall thereafter be relieved of any liability hereunder and in connection therewith.

(f) Seller and Buyer shall jointly and severally hold Escrow Agent harmless against any loss, damage, liability or expense incurred by Escrow Agent not caused by its willful misconduct, gross negligence or breach of these escrow provisions, arising out of or in connection with its entering into this Agreement and the carrying out of its duties hereunder, including the reasonable costs and expenses of defending itself against any claim of liability or participating in any legal proceeding in which case said costs shall be borne equally between both Buyer and Seller.

JOINDER BY THE ESCROW AGENT

By its execution hereof, the Escrow Agent hereby (i) covenants and agrees to hold the Deposit in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Real Estate Purchase and Sale Agreement to which this Schedule 4.1 is attached.

DAVIS, MALM & D'AGOSTINE, P.C.

By: _____
Name: Paul L. Feldman
Title: Managing Director