

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 31st day of March, 2012 by and between Mark Brooks, Trustee of 6 Post Office Square Realty Trust under Declaration of Trust dated February 23, 2007, (the "Seller"), having an address of 200 Baker Ave., Suite 303, Concord, MA 01742, and Philip S. Singleton, (the "Buyer"), having an address of 12 Charing Cross, Lynnfield, Massachusetts, or his Nominee.

1. Property to be Conveyed. Subject to the terms and conditions set forth herein, the Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, that certain parcel of land situated in the Town of Acton, County of Middlesex, Commonwealth of Massachusetts, known as and numbered 6 Post Office Square, Acton, MA, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all:

- a. easements, rights, interests, claims and appurtenances, if any, in any way belonging or appertaining to the Land;
- b. right, title and interest of the Seller, if any, in and to all adjoining streets, alleys and other public ways;

The Land, and the rights and interests described in clauses (a) and (b) above are hereinafter referred to collectively as the "Property".

2. Purchase Price.

- a. The purchase price for the Property is Seven Hundred Fifty Thousand (\$750,000.00) Dollars (the "Purchase Price"), payable as follows:
 - i. The sum of Twenty Five Thousand (\$25,000.00) Dollars by check payable to the order of D'Agostine, Levine, Parra & Netburn, PC (the "Escrow Agent"), (which shall include all deposits previously paid) upon execution and delivery of this Agreement by the Buyer to the Seller, receipt of which, subject to collection, is hereby acknowledged (said sum being hereinafter referred to as the "Deposit"); and
 - ii. The sum of Seven Hundred Twenty Five Thousand (\$725,000.00) Dollars by wire transfer (in accordance with written instructions provided by the Seller) or by certified or bank check payable to the order of the Seller at the Closing (as defined in Section 6 below), which sum shall be increased or decreased as a result of prorations, adjustments and credits made pursuant to Section 4 hereof.

Without limiting the generality of the foregoing, the Buyer acknowledges and agrees that uncertified attorney's client funds account checks will not be accepted by the Seller.

3. Deposit.

- a. By its execution of this Agreement, the Escrow Agent acknowledges receipt of the Deposit described in subsection 2(a)(i) hereof, subject to collection. The Deposit shall be held in escrow and disbursed by the Escrow Agent pursuant to the provisions of this Section 3.
- b. The Deposit shall be deposited by the Escrow Agent into one or more federally insured interest-bearing bank accounts. All interest earned on the Deposit shall be paid to the Seller unless either party defaults hereunder, in which event, all such interest shall be paid to the party entitled to receive the Deposit. The Escrow Agent shall hold the Deposit in such accounts until the first to occur of: (i) the Closing, at which time the Deposit shall be released to the Seller, and the Deposit shall be credited against the Purchase Price; or (ii) until such time as Escrow Agent receives any one of the following:
 - (1) A written notice signed by the Buyer and the Seller directing it to release the Deposit to the party specified in such notice, at which time the Escrow Agent shall release the Deposit to the party specified in such notice; or
 - (2) A final order, judgment or decree of a court directing the disposition of the Deposit, at which time the Escrow Agent shall release the Deposit in accordance with such order, judgment or decree.
- c. The Escrow Agent may reasonably rely upon the validity of any judgment, order, decree, certificate, notice, request, consent, statement or other instrument delivered to it in connection with its activities as Escrow Agent under this Agreement.
- d. In connection with any dispute involving the Deposit, the Buyer and the Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless from any and all costs and expenses, including reasonable attorneys' fees incurred by the Escrow Agent by virtue of its serving as Escrow Agent hereunder. The Buyer agrees that the Escrow Agent shall not, by virtue of its serving as Escrow Agent hereunder, be disqualified from representing the Seller in connection with any dispute regarding the disposition of the Deposit. The provisions of this Section 3 shall survive the Closing or any expiration or termination of this Agreement.

4. Prorations, Credits and Adjustments.

- a. All real estate taxes and assessments due and payable in the fiscal tax year of the Closing shall be prorated as of the Closing Date (as defined in Section 6 below). All real estate taxes and assessments not yet due and payable as of the Closing Date shall be paid by the Buyer.
- b. If the amount of any tax or assessment which is subject to proration hereunder is undetermined on the Closing Date, the last determined tax or assessment shall be

used for the purpose of the proration described in subsection (a) above, with a reapportionment as soon as the new rate or assessment is determined. In the event that after the Closing Date, any of such taxes, charges or assessments shall 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 provided herein. The provisions of this subsection shall survive the Closing.

- c. The Seller shall pay all deed or transfer taxes imposed by the Commonwealth of Massachusetts, and the Buyer shall pay the cost of recording the instruments of conveyance.
- d. All other income from and expenses of the Property, including, but not limited to, public utility charges, maintenance charges and service contract charges, shall be apportioned as of the Closing Date.
- e. Each party shall pay its own attorney's fees incurred in connection with the negotiation of this Agreement and consummation of the transactions contemplated by this Agreement, except as expressly otherwise provided herein. The Buyer shall pay the costs of any survey or plan, environmental site assessment, appraisal, title insurance premium or title examination charges that the Buyer may elect to obtain in connection with the Property or as may be required in order for the Seller to convey the Property, as well as any and all of the Buyer's other due diligence expenses.
- f. In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, subsequent to the Closing Date, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the parties hereto shall make the appropriate adjustments required to correct such error or omission. The provisions of this subsection shall survive the Closing.

5. Title and Possession.

- a. At the Closing, Seller shall convey to Purchaser or to a nominee designated by the Buyer, by notice to the Seller given at least seven (7) days prior to the Closing, by quitclaim deed, good and clear record and marketable title to the Property, free from encumbrances, except:
 - (i) such taxes for the then current tax year as are not due and payable on the Closing Date;
 - (ii) any liens for municipal betterments assessed after the date of this Agreement;

- (iii) the Permitted Exceptions (as defined in subsection 5(b) below).
- a. The following matters shall, for all purposes, constitute Permitted Exceptions ("Permitted Exceptions") to title to the Property: (i) the state and quality of the Seller's title to the Property, and defects therein and exceptions thereto, in any case, if any, as existed as of the date hereof (the "Title Examination Date"), but only to the extent not raised as objections by the Buyer's Title Notice as defined in subsection 5(c) below; (ii) liens for taxes and assessments due and payable after the Closing Date; (iii) any liens and encumbrances arising from and after the Title Examination Date to which the Buyer has consented, in writing, or which result from the acts or omissions of the Buyer, or any agent, employee, or independent contractor of the Buyer; (iv) existing building, land use and zoning laws and by-laws; (v) any liens for municipal betterments assessed after the date of this Agreement; and (vi) any other easements, restrictions or agreements that do not materially interfere with the Buyer's intended use of the Property as a 12 unit single family home development containing a maximum of 36 bedrooms total ("Buyer's Intended Use").
- b. The Buyer shall give written notice to the Seller by the thirtieth (30th) day after the date hereof (the "Title Notification Date") of any title matters that materially interfere with the Buyer's Intended Use or which are not acceptable to the Buyer in the Buyer's reasonable discretion (the "Title Notice"), it being agreed that the matters set forth in subsections 5(b)(ii) through 5(b)(vi) above are acceptable to the Buyer and are deemed to be Permitted Exceptions. Except for those matters arising after the Title Examination Date, any matter not set forth in the Title Notice shall be deemed to be a Permitted Exception. In the event that the Title Notice sets forth title matters not acceptable to the Buyer, then the Seller (subject to the limitations in subsection 7(b) below regarding the Seller's obligation to cure title objections) shall use reasonable efforts to remedy the title matters raised by the Buyer in the Title Notice. The Buyer's failure to provide the Title Notice on or before the Title Notification Date shall be deemed a waiver by the Buyer of the Buyer's rights to object to matters of title existing as of the Title Examination Date, and the Buyer shall be deemed to have waived the Buyer's right to a return of the Deposit solely on the basis of unsatisfactory title matters existing as of the Title Examination Date.
- c. The Seller shall, at the Closing, deliver possession of the Property to the Buyer, free and clear of all tenants and other parties in possession (other than the Buyer), the Property to be in the same condition as it is on the date hereof, ordinary wear and tear and damage by the Buyer or for which the Buyer is responsible excepted. The Buyer shall be entitled to an inspection of the Property not more than forty-eight (48) hours prior to the Closing to determine whether the condition thereof complies with the terms of this subsection.

6. Closing.

- a. The consummation of the purchase and sale of the Property (the "Closing") shall be held at the office of the Seller's counsel or at the office in the vicinity of the Property as may be specified, in writing, to the Seller at least five (5) business days prior to the Closing) of counsel to the Buyer's lender (but the foregoing reference to a "lender" is not intended to express, and shall not be construed as expressing, any intention or agreement by the parties that the transaction contemplated hereby is subject to any financing contingency, it being the parties' agreement that no such financing contingency exists), or at such other place as the parties hereto shall mutually agree, at 12:00 noon on the fifteenth (15th) business day after the Permits (as defined in Section 9(a) below) are issued, but no later than January 31, 2013 (the "Last Closing Date"), unless such date is extended according to the provisions of Section 7 or Section 9 of this Agreement or by a written agreement signed by the parties. The date on which the Closing shall take place, as the same may be extended pursuant hereto, is herein sometimes referred to as the "Closing Date."
- b. At the Closing, the Seller shall, in addition to any other documents or items required to be delivered by the Seller under this Agreement, deliver to the Buyer (or to a nominee or designee of the Buyer permitted pursuant to Section 26 hereof):
 - (i) a quitclaim deed, in form suitable for recording, referred to in Section 4 above, duly executed by the Seller (the "Deed");
 - (ii) an affidavit of the Seller dated as of the Closing Date that, to the best of the Seller's knowledge, (A) no services have been performed or materials supplied (other than any services performed or materials supplied to or on behalf of the Buyer) with respect to the Property during the ninety-three (93) days immediately preceding the Closing Date for which mechanic's or materialman's lien rights may exist and for which payment in full has not been made (or, in the event that any such services shall have been performed or materials delivered within said ninety-three (93) days period and not been paid for in full, waivers of mechanic's and materialman's liens as a result thereof), and (B) no tenants or other parties are in or claim or assert rights to possession of the Property (other than the Buyer or anyone claiming through or under the Buyer);
 - (iii) an affidavit sworn by an authorized representative of the Seller to the effect that the Seller is not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended;
 - (iv) a certificate of the Trustees of 6 Post Office Square Realty Trust (the "Trust"), in recordable form, certifying (a) that the above-named trustees are then the sole trustees of the Trust, (b) that the Trust is in full force and effect and has not been modified or amended, (c) that the beneficiaries of the Trust have approved the sale of the Property to the Buyer pursuant to

this Agreement, and (d) that no beneficiary of the Trust has died within the preceding three (3) year period;

- (v) a certificate reasonably acceptable to the buyer to evidence exemption from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (vi) an IRS 1099-B form; and
- (vii) such other documents as may be required to comply with applicable law or are reasonably required the Buyer's title insurance company, and are customary in transactions of this type.

c. At the Closing, the Buyer shall pay to the Seller the balance of the Purchase Price and shall deliver to the Seller any documents or items required to be delivered by the Buyer under this Agreement, including such documents or certificates as required to comply with applicable law or are reasonably requested by the Seller and customary in transactions of this type.

7. Extension of Closing Date.

- a. If, on the original Closing Date, the Seller shall be unable to convey to the Buyer title to the Property, as contemplated by this Agreement, or to deliver possession of the Property in accordance with the terms hereof or if the Property is not otherwise consistent with the terms hereof, then the Seller (subject to the provisions of clause (iii) of subsection 7(b) below) shall use reasonable efforts for a period of thirty (30) days from such Closing Date to attempt to cure any such inability to convey or deliver or noncompliance. If, at the end of said period, despite such reasonable efforts, the Seller is still unable to convey title to the Property as aforesaid or to deliver possession of the Property or if the Property is not otherwise consistent with the terms hereof, then this Agreement shall be terminated. Notwithstanding the provisions of the immediately preceding sentence, the Buyer shall have the option, at either the original or any extended time for Closing, to pay the balance of the Purchase Price, without deduction and accept such title to the Property in its then condition as the Seller can convey. In the event of the taking of a portion (but not all) of the Property by condemnation, eminent domain or other governmental acquisition proceedings, the Buyer shall have the additional option to accept the Property, notwithstanding such damage, without any reduction in the Purchase Price, in which event the Buyer shall be entitled to an assignment from the Seller (without recourse) of all condemnation or other awards due and payable on account of such condemnation, less any amounts actually expended by the Seller in restoring the Property. Upon any termination by the Buyer under this section, the Deposit and the interest earned thereon shall be paid to the Buyer. Upon receipt of the Deposit by the Buyer, as aforesaid, the respective obligations contained herein of the Seller to sell and the Buyer to purchase the Property shall terminate and become null and void and,

except as otherwise provided herein, the Buyer and the Seller shall be released and discharged of all further claims and obligations to each other hereunder.

- b. Notwithstanding anything contained herein to the contrary: (i) any attempt by the Seller to cure any objection to title shall not be deemed an admission by the Seller that a defect does, in fact, exist; (ii) if, in the Seller's reasonable opinion, the objection cannot be removed, or if it is other than a voluntary mortgage or other voluntary lien placed on the Property by the Seller to secure the payment of money and will or would require the Seller to expend more than \$2,500.00 Dollars, inclusive of legal fees and costs, then the sole responsibility hereunder of the Seller shall be to refund the Deposit and pay the interest thereon to the Buyer; and (iii) nothing contained in this Agreement shall require the Seller to institute any legal proceedings or make any payment in order to remove any objection to title; provided, however, that if any voluntary mortgage lien or other voluntary lien has been placed against the Property by the Seller to secure the payment of money prior to the Closing, then, in such event, the Seller shall be obligated to discharge such mortgage or other lien. The Buyer shall have the right to specifically enforce the limited obligation of the Seller contained in this subsection 7(b)(iii) to discharge certain voluntary mortgages or other voluntary liens.
- c. To enable the Seller to make conveyance as herein provided, the Seller may, on the Closing Date, use the purchase money, or any portion thereof, to clear the title of any or all encumbrances, provided that all instruments so procured are recorded simultaneously with the recording of the deed or that provision for prompt recording thereof, consistent with the conveyancing practice in Massachusetts is made at the time of the Closing.

8. Property Inspection and Document Review.

- a. During the period (the "Due Diligence Period") commencing on the date hereof and terminating on the earlier to occur of (i) April 16, 2012 (the "Due Diligence Termination Date"), and (ii) delivery by the Buyer to the Seller of a Due Diligence Termination Notice (as hereinafter defined), the Buyer, its employees, agents and independent contractors shall have the right to enter upon the Property for the purposes of conducting, at the Buyer's expense, such studies, surveys, inspections and tests pertaining to the condition of the Property as the Buyer desires to conduct. Without limiting the generality of the foregoing, the Buyer shall have the right to enter upon the Property for the purpose of conducting any environmental inspections, tests or audits that the Buyer desires to conduct (the above-referenced studies, surveys, inspections and tests pertaining to the state of the Property and the environmental inspections, tests and audits being hereinafter collectively referred to as the "Studies"). The cost of the Studies shall be borne by the Buyer. Buyer shall give Seller twenty-four (24) hours' prior telephone notice of its intended entry onto the Property, and with respect to any intrusive inspection or test (e.g., installation of test borings) Buyer shall obtain Seller's prior written consent (which consent shall not be unreasonably withheld), and (ii) prior to entry onto the Property,

Buyer shall deliver or cause to be delivered certificate(s) of insurance to Seller evidencing that Buyer and the party(ies) that shall enter onto the Property have in place commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate combined single limit for bodily injury and property damage and workers compensation insurance in statutory amounts for any accident arising in connection with Buyer's activities on the Property, which insurance shall name Buyer as an additional insured thereunder.

- b. The Buyer shall indemnify, protect and save the Seller and hold the Seller forever harmless, from and against, and reimburse the Seller for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by the Seller, or for which the Seller may become obligated or liable, by reason of, on account of or in connection with the Buyer's or its employees', agents/ and independent contractors' access to, entry upon or use of the Property or the performance of any of the Studies, including, without limitation, any such liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses by reason of: (i) any injury to or death of persons or loss of or damage to property; (ii) the performance of any labor or services for the account or benefit of the Buyer with respect to the Property; or (iii) the release, escape, discharge, emission, spillage, seepage or leakage on or from the Property of any hazardous or toxic waste or substance; provided that, in no event, shall the Buyer be required to indemnify the Seller with respect to any liability caused by any act or omission of the Seller or any agent or employee of the Seller or for which the Seller is legally responsible.
- c. If the Buyer fails to purchase the Property, to the extent possible, the Buyer forthwith shall restore the Property to the condition that it was in immediately prior to the commencement of the Studies, and the Buyer shall make available to the Seller copies of all such Studies.
- d. The Seller has provided to the Buyer copies of environmental reports, investigations, relevant correspondence and plans, if any, in the Seller's possession (collectively, the "Reports") relating to the Property. The Buyer acknowledges and agrees that: (i) said Reports have been delivered to the Buyer solely as an accommodation to the Buyer; (ii) if the Buyer chooses to rely on the Reports, then any such reliance shall be at the Buyer's own risk and not at the risk of the Seller; (iii) the Seller has not made any representation or warranty, expressed or implied, regarding whether the information contained in the Reports is accurate or complete or whether the Seller agrees with any conclusions contained therein; and (iv) the buyer warrants and represents that it shall not assert any claims against the Seller on account of any reliance by the Buyer on any such Reports and that the Seller and his successors and assigns are hereby released, remised and forever discharged from any and all claims of the Buyer arising out of or in any way related to said Reports.

- e. If the Buyer is not satisfied with the results of its due diligence review of the Property, the Buyer shall have the right, on or prior to 5:00 p.m. on the Due Diligence Termination Date, to terminate the Buyer's obligation hereunder to purchase the Property, said right to be exercised by providing the Seller with written notice (the "Due Diligence Termination Notice") of the buyer's election not to proceed with the consummation of the purchase and sale transaction contemplated by this Agreement. To be effective, any such Due Diligence Termination Notice must: (i) be received (or be deemed to be received pursuant to Section 20 hereof) by the Seller on or prior to 5:00 p.m. on the Due Diligence Termination Date and (ii) clearly state therein that it is intended to constitute a "Due Diligence Termination Notice" as contemplated by this subsection 8(e). Upon receipt by the Seller of a proper due Diligence Termination Notice, as aforesaid, the respective obligations contained herein of the Seller and the Buyer to sell and purchase (as applicable) the Property shall forthwith terminate and be of no further force and effect, and, except as otherwise provided herein, the Seller and the Buyer shall be released and discharged from all further obligation and liability under this Agreement, except that the Seller shall cause the Deposit (as hereinafter defined) to be promptly returned to the Buyer, and, except for the Buyer's covenants and agreements contained in subsections 8(b), 8(c) and 8(d) hereof and any other covenants and agreements of the parties which, by the specific terms of this Agreement, are stated to survive any expiration or termination of this Agreement. In the event that a proper Due Diligence Termination Notice is not given to the Seller on or prior to the due Diligence Termination Date, then, for all purposes of this Agreement, the condition of the Property shall conclusively be deemed acceptable to the Buyer.
- f. The Buyer acknowledges that, except as otherwise provided herein, the Property is being sold and conveyed strictly on an "AS IS" basis and that no warranties or representations (other than those contained in the Deed or any other document delivered by the Seller at the Closing), express, implied or statutory, have been made by the Seller or any agent, employee or representative of the Seller to the Buyer, as to condition (environmental or otherwise), development or investment potential, compliance with law, merchantability or fitness or suitability for any purpose, all of which are expressly disclaimed. The Buyer acknowledges that, except as set forth herein, the Buyer has not been induced or persuaded by, nor has the Buyer relied upon, any statement, promise or representation made by the Seller or any agent, employee or representative of the Seller, oral or in writing, as an inducement to entering into this Agreement, including, without limitation, those relating to land use, zoning, hazardous or toxic wastes or other environmental matters.
- g. The Buyer shall treat all information obtained by the Buyer pursuant to the terms of this Agreement as strictly confidential, shall not disclose any such information to any other person other than prospective lenders and the buyer's accountant and attorney who agree to treat all such material as confidential and shall not use any such information for any purpose other than the investigation of the Property so as to confirm its acceptability for purchase hereunder. If, for any reason, the Buyer

terminates this Agreement, the Buyer shall promptly return to the Seller the originals and all copies of all material relating to the Property furnished to the Buyer pursuant to this Agreement and shall not make or retain any copies thereof.

- h. The acknowledgments, obligations and indemnity covenants of the Buyer set forth in this Section 8 shall survive the Closing or any expiration or termination of this Agreement.

9. Permits

- a. The Seller acknowledges that the Buyer intends to construct 12 single family homes with no more than 36 bedrooms total in all homes as a so-called 40B Project (the "Project") on the Property. The Seller further acknowledges that the Buyer has determined that construction of the Project on the Property will require a Site Plan Approval and Comprehensive Permit from the Town of Acton (the "Permits").
- b. If, despite the Buyer's use of diligent efforts to obtain the Permits prior to the Last Closing Date, the Buyer has not obtained all of the Permits or any appeal period applicable to any of the Permits has not expired, then, provided that none of the Buyer's applications for the Permits have been rejected, upon written notice given prior to the Last Closing Date, the Buyer shall have the right to postpone the Last Closing Date for up to thirty (30) days.
- c. If at any time prior to the Last Closing Date, as the same may have been postponed pursuant to subsection (b) above, despite the Buyer's use of diligent efforts to obtain the Permits, (i) the Buyer's application for any of the Permits is rejected, (ii) any appeal of any of the Permits received by the Buyer is resolved in favor of the opponent of such Permit, or (iii) the Buyer reasonably determines that the Buyer is unlikely to succeed in obtaining any of the Permits prior to the Last Closing Date, as the same may have been postponed pursuant to subsection (b) above, then the Buyer shall have the right to terminate the Buyer's obligation hereunder to purchase the Property upon written notice to the Seller whereupon the Deposit and the interest earned thereon shall be refunded to the Buyer forthwith, and this Agreement will terminate.

10. Authorization of Parties.

- a. The Seller represents and warrants to the Buyer that, as of the date of this Agreement, (i) the Seller has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder will not, to the best of the Seller's knowledge, conflict with, or result in a breach of, any of the terms, covenants and provisions of any judgment, writ, injunction, regulation, ruling, directive or decree of any court or governmental authority, or any agreement or instrument to which the Seller is a party or by which the Seller or the Property is bound.

- b. The Buyer represents and warrants to the Seller that, as of the date of this Agreement, (i) the Buyer has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution and delivery of this Agreement and the performance by the Buyer of its obligations hereunder will not, to the best of the Buyer's knowledge, conflict with, or result in a breach of, any of the terms, covenants and provisions of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which the Buyer is a party or by which the Buyer is bound.
- c. The representations of the Seller and the Buyer set forth in this Section 10 shall be deemed to be remade as of the Closing Date with the same force and effect as if first made on and as of such date and shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

11. Default, Liquidated Damages.

- a. If the Buyer shall default in its obligations hereunder, the Deposit and the interest earned thereon shall be retained by the Seller and (subject to the final sentence of this subsection 11(a)) said retention shall constitute the Seller's sole and exclusive remedy, at law and in equity, for the Buyer's breach and as full liquidated damages for such breach in view of the uncertainty and impossibility of ascertaining such damages to the Seller. The Seller and the Buyer hereby agree that the aforesaid amount constitutes a reasonable forecast of the damages that would be sustained by the Seller in the event of breach by the Buyer. In such event, the respective obligations contained herein of the Seller to sell and the Buyer to purchase the Property shall terminate and become null and void and, except for the Buyer's indemnification covenants and agreements contained herein, the Buyer and the Seller shall be released and discharged of all further claims and obligations to each other hereunder. Notwithstanding any preceding provision of this subsection 11(a), or any other provision of this Agreement to the contrary, retention by the Seller of the Deposit as liquidated damages, as aforesaid, shall not constitute the Seller's sole and exclusive remedy for any breach by the Buyer of its indemnification covenants and agreements contained in subsections 8(b) and 8(c) hereof or in Section 12 hereof. The covenants and agreements set forth in subsections 8(b) or 8(c), Section 12, and the provisions of Section 22 regarding payment of enforcement expenses shall not be terminated or released by or incident to any retention by the Seller of the Deposit, as aforesaid, it being acknowledged and agreed by the Buyer that the Seller may enforce such indemnification covenants and agreements of the Buyer and the provisions of Section 22, notwithstanding any such retention of the Deposit.
- b. In the event that the sale of the Property shall fail to close as a result of the failure of the Seller to perform, observe or comply with any of its covenants, agreements or obligations hereunder, then (subject to the provisions set forth in the final sentence of this subsection 11(b)) at the Buyer's option: (i) the Buyer may seek specific performance of this Agreement; or (ii) the Buyer may terminate this Agreement, whereupon the Deposit and the interest earned thereon shall be

returned to the Buyer as the Buyer's sole and exclusive remedy; at law and in equity, for the Seller's breach. In the event of such termination, except for the Seller's indemnification covenants set forth in Section 12 hereof and except for the Buyer's indemnification covenants and agreements set forth in subsections 8(b) and 8(c) and those in Section 12, as well as the provisions of Section 22 hereof regarding payment of enforcement expenses, the Buyer and the Seller shall be released and discharged of all further claims and obligations to each other hereunder.

12. Brokers. The Buyer represents and warrants that it has not dealt with any person or entity in connection with the transaction contemplated hereby who or which would be entitled to a brokerage commission, finder's fee or other similar compensation other than Omni Properties, LLC (the "Seller's Broker" or "Broker"). The Buyer shall indemnify, protect and save the Seller and hold the Seller forever harmless, from and against, and reimburse the Seller for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against or incurred or paid by the Seller, or for which the Seller may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty by the Buyer. The Seller represents and warrants that it has not dealt with any person other than the Broker in connection with the transaction contemplated hereby who would be entitled to a brokerage commission, finder's fee or other similar compensation. Upon the delivery and recording of the Deed and other instruments provided hereby, and the consummation of the transactions contemplated hereby, the Seller shall pay the Seller's Broker a brokerage commission in accordance with a separate agreement between the Seller's Broker and the Seller. The Seller shall indemnify, protect and save the Buyer and hold the Buyer forever harmless from and against, and reimburse the Buyer for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against or incurred or paid by the Buyer, or for which the Buyer may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty by the Seller or the failure of the Seller to pay a brokerage commission to the Seller's Broker. The aforesaid provisions and warranties shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted hereby, their respective heirs, legal representatives, successors and permitted assigns.

14. Entire Agreement, Modifications. This Agreement embodies the entire agreement between the parties hereto with respect to the purchase and sale of the Property and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein. No representations, statements, warranties, covenants, undertakings or promises of the Seller or the Buyer or any representative or agent of either of them in respect of the purchase and sale of the Property, whether oral, implied or otherwise and whether made before or after the date hereof, shall be considered a part hereof or binding upon such party unless set forth herein or agreed to by the parties in writing, nor shall any provision of this Agreement be supplemented, terminated, modified or waived,

except by a writing signed by both parties. No modification or amendment to this Agreement, of any kind whatsoever, shall be made or claimed by the Seller or the Buyer, and no notice of any extension, change, modification or amendment made or claimed by the Seller or the Buyer shall have any force or effect whatsoever unless the same shall have been reduced to writing and executed by the Seller and the Buyer.

15. Acceptance of Deed. The parties agree that, except to the extent expressly provided herein or by way of a specific agreement, in writing, which by its terms shall expressly survive the Closing, the delivery by the Seller and the acceptance by the Buyer of the Deed at the Closing shall be deemed to constitute full compliance by the Seller with all of the terms, conditions and covenants of this Agreement on the Seller's part to be performed.

16. Invalidity. If any term or provision of this Agreement shall, to any extent or for any reason, be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but the remainder of this Agreement and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

17. Recording. The Buyer and the Seller agree not to record or file this Agreement or any notice or memorandum hereof or reference hereto on any public records, including, without limitation, the Registry of Deeds in the county in which the Property is located. Any such recordation or filing shall constitute a default hereunder, and this Agreement shall become void at the option of the Seller, which option shall be exercised by the Seller by recording or filing notice thereof in such public records.

18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any action brought by the Buyer with respect to this Agreement shall be brought in and the sole place of venue and jurisdiction for said action shall be Boston, Massachusetts.

19. Notices.

- a. Any notice, report, demand, request or other instrument or communication authorized, required or desired to be given under this Agreement by the Buyer or the Seller shall be in writing and delivered by hand, by first class certified mail, postage prepaid, return receipt requested, by express mail or express courier service or by facsimile transmission, if addressed to the party intended to receive the same or their attorney to the address or facsimile number set forth below, provided that if any notice is sent the Buyer or the Seller, a copy shall be sent to their attorney:

(i) If to Buyers, to: Philip S. Singleton
12 Charing Cross
Lynnfield, MA 01940

With a copy to: John R. Keilty, Esq.
40 Lowell Street
Peabody, MA
Office: (978) 531-7900

(ii) If to Sellers, to: Mark Brooks, Trustee
c/o Omni Properties
200 Baker Ave., Suite 303
Concord, MA 01742

With a copy to: Maryann C. Cassidy, Esquire
D'Agostine, Levine, Parra & Netburn, P.C.
268 Main Street, P. O. Box 2223
Acton, Massachusetts 01720
Office: (978)263-7777; Fax: (978) 264-4868

or in the case of either party, to such other address as shall be designated by written notice given to the other party. All such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, if sent by express courier service or sent by facsimile transmission (with a confirmation copy sent by first class mail) or (ii) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail, as aforesaid.

- b. Either party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties. No such notice, report, demand, request or other instrument or communication given hereunder shall be invalidated or rendered ineffective due to any failure to give or delay in giving a copy of such notice, report, demand, request or other instrument or communication to any party to whom such copy is to be given as provided above.

20. Calculation of Time. Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following which is not a Saturday, Sunday or legal holiday. Time is of the essence as to all dates specified in this Agreement.

21. Expenses. If any action is brought to enforce or interpret any provision of this Agreement, then the prevailing party in such action shall be entitled to recover the reasonable legal fees and expenses incurred by the prevailing party in connection with such action. The provisions of this section shall survive the Closing or any expiration or termination of this Agreement.

22. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

23. Schedules. All schedules and exhibits to this Agreement are hereby incorporated by this reference into this Agreement.

24. Counterparts; Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.

25. Assignment. The Buyer shall have the right to take title to the Property in the name of a nominee or designee, provided that the identity and particulars of such nominee are specified to the Seller, in writing, no later than three (3) days prior to the Closing. The Seller may not assign this Agreement without the prior written consent of the Buyer.

26. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Executed under seal this 31st day of March, 2012.

SELLER:

Mark Brooks
Mark Brooks, Trustee of
6 Post Office Square Realty Trust

BUYER:

Philip S. Singleton
Philip S. Singleton

EXHIBIT A

(Legal Description)

A certain parcel of land located in the Town of Acton, Middlesex County, Massachusetts, on the Northeasterly side of Technology Drive, being shown as "Lot 2" on a plan entitled "Definitive Plan of Acton Technology Park in Acton, Mass.", dated August 3, 1983, revised November 22, 1983, prepared by Acton Survey & Engineering, Inc. and recorded with the Middlesex South District Registry of Deeds, Book 15931, Page 567.

For title, see deed dated August 1, 207 and recorded in the Middlesex South District Registry of Deeds at Book 49886, Page 235.

PLANNING BOARD ENDORSEMENT IS NOT A GUARANTEE OF CONFORMANCE WITH ZONING REQUIREMENTS.

NOTES:
 1. PARCEL 28 IS NOT A BUILDING LOT; IT IS SHOWN FOR REFERENCE PURPOSES ONLY.
 2. FOR LOCATION OF WETLANDS REFER TO WETLANDS AS DRAWN BY I.E.P. INC. IN MAP E-4 PARCEL 28 ON THE TOWN ATLAS.

APPROVAL UNDER THE SUBSIDIARY CONTROL LAW NOT REQUIRED.

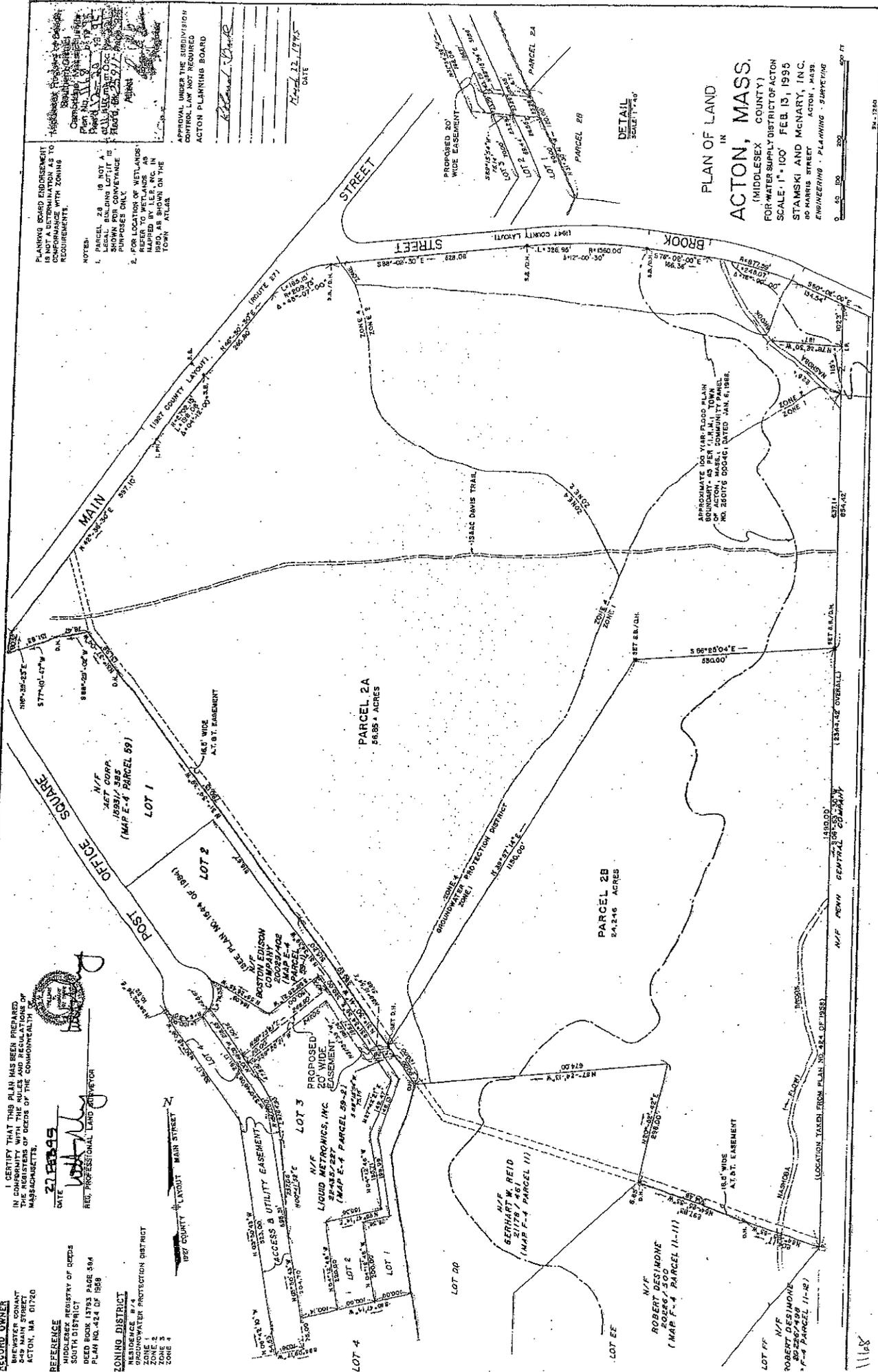
ACTON PLANNING BOARD

Robert W. Reid

APPROVED: _____ DATE: March 12, 1995

PLAN OF LAND
 IN
 ACTON, MASS.
 (MIDDLESEX COUNTY)
 FOR WATER SUPPLY DISTRICT ACTION
 SCALE: 1" = 100'
 FEB. 13, 1995
 STAMSKI AND McNARY, INC.
 90 HARRIS STREET
 ACTON, MASS.
 ENGINEERING - PLANNING - SURVEYING

DETAIL
 SCALE 1" = 40'



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 2/13/95

REG. PROFESSIONAL LAND SURVEYOR

Robert W. Reid

RECORD OWNER
 BREWSTER COMPANY
 549 MAIN STREET
 ACTON, MA 01720

REFERENCE
 MIDDLESEX COUNTY REGISTER OF DEEDS
 SOUTH DISTRICT
 DEED BOOK 13793 PAGE 384
 PLAN NO. 24 OF 858

ZONING DISTRICT
 RESIDENCE B/4
 WATER PROTECTION DISTRICT
 ZONE 1
 ZONE 2
 ZONE 3

P&S EXTENSION AGREEMENT

Reference is made to that certain Purchase and Sale Agreement dated March 8, 2012 by and between Mark Brooks, Trustee of 6 Post Office Square Realty Trust, as Seller and Philip S. Singleton, as Buyer regarding the property known as and numbered 6 Post Office Square, Acton, Massachusetts (the "P&S").

The parties hereto agree to amend the P&S as follows:

Subparagraph 6a on page 5 is hereby amended by deleting the date of *January 31, 2013* in the tenth line of said subparagraph (and the definition of "Last Closing Date") and replacing it with *April 30, 2013*.

In all other respects, except as modified herein, the aforementioned P&S remains in full force and effect, with time being of the essence.

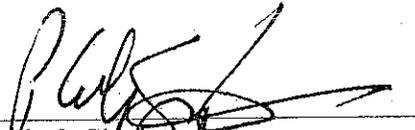
EXECUTED under seal as of this 30th day of January, 2013.

SELLER

BUYER



Mark Brooks, Trustee of 6 Post Office
Square Realty Trust



Philip S. Singleton