

P & S date	Grantor	Grantee	Expiration Date	Purchase Price	Property Address	Book	Page
26-Oct-15	Acton Realty Holdings LLC	Mark Gallagher or nominee	30 days after permits	420,000.00	31 Martin Street	66022 18180 13301	104 314 710
30-Nov-15	Alfred Murray	Mark Gallagher or nominee	30-Nov-16	825,000.00	39 Martin Street	10942	386
3-Dec-15	Nicholas C. Zavolas Susan V. Day	Mark Gallagher or nominee	30 days after permits	850,000.00	45 Martin Street	31273	207
				2,095,000.00			

PURCHASE AND SALE AGREEMENT

1. **PARTIES AND MAILING ADDRESS:** Acton Realty Holdings, LLC, hereinafter called the **SELLER**, c/o J. Walter Freiberg, III, Manager, 238 Walnut Street, Brookline, MA 02445 agrees to sell and Mark Gallagher or nominee, hereinafter called the **BUYER**, of One Nagog Park, P. O. Box 2857, Acton, MA 01720, agrees to buy, upon the terms set forth, the following described Premises:
2. **DESCRIPTION:** A parcel of land and the buildings thereon situated on **Martin Street, Acton, Massachusetts and known as 31 Martin Street**, containing **2.26 acres**, more or less, and with the benefit of all appurtenant rights and the benefit of easements as described or referenced in the deed to the grantors and otherwise recorded in **Middlesex Southern District Registry of Deeds ("Registry")**, **Book 66022, Page 104, Book 18180, Page 314 and Book 13301, Page 710** ("Premises").
3. **BUILDINGS, IMPROVEMENTS:** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners, and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, dishwasher, electric and other lighting fixtures, mantels, security systems, outside television antennas, fences, gates, trees, shrubs, plants.
4. **TITLE DEED:** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to the nominee designated by the **BUYER** by written notice to the **SELLER** at least three (3) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws, but subject to the right of the **BUYER** to change zoning laws in **Paragraph 24**;
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens for municipal betterments assessed after the conveyance date this agreement; and
 - (d) Easements of record, if any, so long as the same do not prohibit or interfere with the **BUYER**'s intended development (described herein below) and the subsequent use of said Premises. The **SELLER** shall provide a certificate of compliance as to any wetlands order of conditions so as not to delay the **BUYER** in obtaining Governmental Approvals.

5. **PLANS:** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration, but if the BUYER prepares a new perimeter plan, the deed will reference that plan upon the BUYER's request.
6. **REGISTERED TITLE:** In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE:** The agreed purchase price for said Premises is **FOUR HUNDRED TWENTY THOUSAND AND NO/100 (\$420,000.00) DOLLARS**, of which **\$10,000.00** is paid this day as deposits and the balance is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or Massachusetts attorney's IOLTA check or by wire transfer, the method of payment to be at the option of the BUYER.
8. **TIME FOR PERFORMANCE: DELIVERY OF DEED:** Closing shall take place thirty (30) days after BUYER secures all approvals and permits for BUYER's 40B project allowing a minimum of twenty (20) four (4) bedroom units of at least 2500 square feet, with all appeals periods having expired, but no later than twelve (12) months after the signing of this Agreement. If BUYER has used diligent and good faith efforts to obtain all Permits and Governmental Approvals for proposed 40B project, and if within 12 months of signing the Purchase and Sale Agreement BUYER does not obtain all such Governmental Approvals then BUYER may cancel this Agreement by written notice of such fact to SELLER, and in such an event, all the deposits shall be returned to BUYER. The BUYER shall have the right to extend the Closing deadline for an additional six (6) month period by notifying the SELLER in writing fifteen (15) days in advance of Closing deadline which notice shall be accompanied by payment to the SELLER of Ten Thousand and no/100 (\$10,000.00) Dollars for said six (6) month extension period. Said extension fee shall be applied towards the purchase price, and shall in all events be non-refundable. If BUYER cancels this Agreement after twelve (12) months of signing the Purchase and Sale Agreement other than due to a breach by the SELLER, then any six (6) month extension deposit paid by BUYER shall be forfeited to the SELLER.
9. **POSSESSION AND CONDITION OF PREMISES:** Full possession of said Premises, vacant and free of all tenant and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of building, zoning health and environmental laws, by-laws, codes and regulations, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies and terms of this clause. All of the SELLER's property shall be removed from the premises prior to the closing. Premises shall be delivered "broom clean" condition and free from debris. Trash

shall not be left in front of the premises. BUYER's inspection of the SELLERS' premises is to be completed prior to the execution of the Purchase of Sales Agreement. SELLER shall in no event be required to expend greater than \$1,500.00 exclusive of mortgages and governmental liens (i.e. taxes, water), but including legal fees and costs to make the premises conform hereunder.

Prior to the execution of the Purchase and Sale Agreement, BUYER shall provide to SELLER concept plans and a written description of BUYER's proposed residential development program under Town of Acton's Planned Conservation Residential Community (PCRC) By-law (the "Proposed Project") as described below. BUYER will provided SELLER with updated proposed development plans upon SELLER's request throughout the term of this Agreement.

10. **ADDITIONAL TITLE STANDARDS:** It is understood and agreed by the parties that the premises shall not be in conformity with the title provision of this agreement unless:
(a) All buildings, structures and improvements, including but not limited to any driveways, garages, parking areas, walls wells and sewage disposal system, if any, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity unless the subject of a duly recorded easement; (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises unless the subject of a duly recorded easement; (c) The premises shall abut a public way, duly laid out or accepted as such by the city or town in which said premises are located, or a private way affording record and legal access and egress to and from a public way; (d) The premises and all improvements thereon shall be in compliance with applicable building, zoning, health, environmental and other land use laws; (e) the premises are not located in a local or HUD flood zone; and (f) a national title insurance company selected by the BUYER is willing to issue to BUYER, at normal title insurance premium rates, an owner's title insurance policy on the then current ALTA form with the standard printed exceptions deleted insuring fee title in BUYER free from all exceptions other than those title exceptions that are expressly stated in this Agreement. In order to enable BUYER to obtain such a title insurance policy, SELLER agrees to provide BUYER, at the time of delivery of the deed, with such waivers and affidavits as the title insurer shall reasonably require for purposes of deleting all exceptions for mechanic's liens and parties in possession and for such other matters as shall be reasonably required of SELLER.
11. **ENTRY:** BUYER and its agents and representatives may enter the Premises from time to time for the purpose of inspections, surveying, testing; site visits, taking measurements, securing estimates from contractors. Entry of the dwelling shall only be upon appointment with the SELLER. Reasonable notice of at least seventy-two (72) hours must be given by the BUYER to the SELLER if any entry of the Premises is involved. After reasonable notice to SELLER in each instance, BUYER shall have access to the SELLER's Premises during the term of this Agreement at all reasonable times for the purpose of surveying, engineering, testing, viewing and inspecting. In consideration of the foregoing, BUYER agrees to indemnify and save SELLER harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability, or damage,

including reasonable attorney's fees, caused by or related to any property damage or personal injury resulting from all entries and activities as aforesaid by BUYER OR BUYER'S agents, employees, licensees, contractors, invitees and/or prospective purchasers. BUYER agrees to restore any portion of SELLER'S property, to original condition, disturbed by BUYER's surveying, engineering, testing, viewing and inspecting, etc. activities.

12. **ACCEPTANCE OF DEED:** The acceptance and recording of a deed by the BUYER or his 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 hereof, to be performed after the delivery of said deed.
13. **USE OF MONEY TO CLEAR TITLE:** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, 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 of said deed or within a reasonable time thereafter, consistent with conveyancing practices for Middlesex County, Massachusetts excepting that a discharge of a mortgage on the Premises granted by the SELLER to a licensed, institutional lender may be provided after the closing in the customary manner if (a) the BUYER has obtained a payoff letter from the mortgage holder stating the amount due under the mortgage on a specified date and a per diem amount and (b) sufficient funds from the SELLER's proceeds are retained by the BUYER's attorney to pay off such mortgage.
14. **ADJUSTMENTS:** Real estate taxes shall be apportioned, as of the day of performance of this agreement 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 delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, 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 herein otherwise agreed.
15. **NO BROKER:** SELLER represents and warrants to the BUYER that the SELLER has not dealt with any licensed real estate broker or salesperson in this transaction and so indemnifies the BUYER. BUYER represents and warrants to the SELLER that the BUYER has not dealt with any licensed real estate broker or salesperson in this transaction and so indemnifies the SELLER. This provision survives the closing.
16. **DEPOSIT:** All deposits made hereunder shall be held in escrow by Scheier Katin & Epstein, P.C., 103 Great Road, Acton, Massachusetts (escrow agent) in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. If there is a dispute as to whether the SELLER or BUYER is entitled to the deposit, the deposit shall be held by the escrow

agent until the dispute has been resolved by written agreement of the parties or by final Court Order or Judgment.

17. **BUYER'S DEFAULT; DAMAGES:** If the BUYER breaches this agreement and fails to fulfill its obligations under this Agreement, the deposit made hereunder by the BUYER shall be retained by the SELLER as liquidated damages together with any and all payments made by BUYER under Paragraph 8 above without further recourse against the BUYER, either at law or in equity.
18. **NO LIABILITY OF INDIVIDUALS:** The Manager of the BUYER and the Manager of the SELLER each sign this Agreement only in a representative capacity on behalf of the BUYER and the SELLER, and only the principal represented shall be bound. Neither person as executing nor any member or manager of the BUYER or SELLER shall be personally liable for any obligation, express or implied, hereunder.
19. **CONSTRUCTION OF AGREEMENT:** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, set forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective personal representatives, successors and assigns, and may be cancelled, 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. This Agreement and any exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, verbal or written express or implied, are hereby superseded and merged herein. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and duly executed by both SELLER and BUYER.
20. **NOTICE:** Any notice to be given under this Agreement shall be in writing and shall be either delivered in hand or mailed via U.S. mail, certified mail, return receipt requested or served by constable in the manner allowed for the service of legal process and sent via email, (with a copy in every case to the parties respective Attorney) at the address stated in Paragraph 1. Any party may change the address to which notice is to be given by delivering notice in the procedure required of that party's new address. No mailing address may be a post office box, but must be an actual street address. The attorneys for the parties may extend dates by mutual agreement that may be exchanged emails.
SELLER's Attorney: J. Walter Freiberg, III, Esquire, 238 Walnut St., Brookline, MA 02445; jwalterfreiberg3@gmail.com ; (TEL) 617-510-7535 and BUYER's attorney: Mark L. Scheier, Esquire, SCHEIER KATIN & EPSTEIN, P.C., 103 Great Road, Acton, MA 01720 mscheier@skactonlaw.com (TEL) 978-264-4655 or (FAX) 978-263-2851.

21. **DOCUMENTATION:** At the Time for Performance/Closing the SELLER shall provide BUYER with fully executed closing documents, including but not limited to properly executed deed, an affidavit that there are no parties in possession at the Premises, and that no work has been done on the Premises by the SELLER which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the Premises (work done on behalf of the BUYER excluded), IRS Form 1099, a written certification of non-foreign status under the Foreign Investment in Real Property Act (Section 1445 of the Internal Revenue Code), and other documents reasonably requested by the BUYER or the title insurance company.
22. **TITLE STANDARD:** Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Massachusetts Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
23. **REPRESENTATION:** SELLER states to the best of his knowledge as follows: (a) SELLER is not aware of any underground storage tanks currently or previously existing at the Premises. (b) SELLER has not received written notice of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Premises which have not been cured. SELLER will promptly notify BUYER in writing of any violation of any law, regulation ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting the Premises, or any part thereof, of which SELLER written notice. (c) There is no action, suit or proceeding pending or, to the best of SELLER's actual knowledge, threatened concerning or affecting the Premises or SELLER, or arising out of the ownership, management or operation of the Premises, this Agreement or the transactions contemplated hereby.
24. **PROPOSED AGREED UPON PROJECT:** Proposed residential development program of at least twenty (20) single-family dwellings with four (4) bedrooms over all three parcels: 31, 39 and 45 Martin Street, Acton, MA (so called 40B project) with each dwelling containing at least 2500 square feet of heated living space with all utility connections, infrastructure, appurtenances, designs, sizes, qualities and layouts as determined by the BUYER (the "Proposed Project").
25. **BUYER'S INFORMATION AND WORK PRODUCT:** Information produced by the BUYER pertaining to the Proposed Project inclusive of all three (3) parcels, 31, 39 and 45 Martin Street, Acton, MA, (including but not limited to BUYER's Inspection(s) and Engineering of the Premises, electronic and hardcopy plans, schedules, reports, data, findings, opinions, Subdivision and Special Permit Applications, etc shall be considered the BUYER's "Work Product". As described in paragraph 27 below, in the event BUYER cancels this Agreement or this Agreement is terminated at any time other than due to a breach by the SELLER, the BUYER shall deliver to the SELLER, the BUYER's Work Product. BUYER shall provide SELLER with updated proposed development plans upon SELLERS request throughout the term of this Agreement.

26. **GOVERNMENTAL APPROVALS:** BUYER agrees to use reasonable good faith and due diligent efforts in obtaining all Government Approvals for the Proposed Project as outlined herein. BUYER's obligations to purchase are conditional upon BUYER obtaining all requisite, satisfactory and final governmental approvals, waivers, findings, permits, orders, licenses, variances, decisions, amendments, contract changes, zoning changes and other governmental relief, in form and content satisfactory to the BUYER and with all appeal periods having expired and with no appeal having been taken, to develop the Premises with the other land being acquired for the Proposed Project and without the need for off-site improvements, acquisitions of other land or rights, and without governmental imposition of delays, moratoriums, affordable housing requirement, age-restrictions, governmentally imposed payment requirements, exactions or conditions that render the Proposed Project unfeasible in the sole reasonable judgment of the BUYER (all hereinafter called "Governmental Approvals"). The issuance of Governmental Approvals that are defective or subsequently appealed, voided or rescinded, shall not constitute a satisfactory approval unless all such issues are resolved or disposed of to BUYER's benefit and reasonable satisfaction prior to the time for performance. It is hereby agreed that the BUYER may apply for all such Governmental Approvals and related appeals either in BUYER's name or in SELLER's name or in both names, at BUYER's option. It is understood that the expenses incurred by the BUYER in seeking such approvals shall be at BUYER's sole cost, including BUYER's legal, engineering and surveying fees and all application fees and that SELLER shall have no responsibility whatsoever to contribute monetarily. All non-public information obtained by the BUYER, his representatives or contractors regarding the Premises shall be shared only with the SELLER and otherwise held in strictest confidence by the BUYER (excepting only necessary BUYER's agents, employees, and contractors) and shall not be disseminated to the public, except as is related to seeking Governmental Approvals or is otherwise related to satisfying conditions in the agreement or if disclosure is required by law or as part of a Court Order related to litigation. BUYER will provide SELLER with updated Proposed Project development plans and governmental submittals upon SELLER'S request throughout the term of this Agreement, BUYER makes no representation or warranty as to the accuracy of such information.
27. **BUYERS' CANCELLATION:** If the BUYER cancels this Agreement or this Agreement terminates at any time other than due to a breach by the SELLER, the BUYER shall deliver to the SELLER, the BUYER's Work Product. All of the BUYER's right, title and interest in and to the Work Product, shall become the property of the SELLER and shall be delivered to the SELLER along with the termination notice. With the exception of architectural drawings, the Work Product shall be free and clear of any residual BUYER rights and no BUYER or third party authorization shall be required for SELLER's use thereof. Nothing herein shall prevent the SELLER from further transferring the BUYER'S such rights in and to the Work Product thereafter to any future purchaser of the premises, or from SELLER using such rights in the Work Product thereafter to any future purchaser of the Premises, or from SELLER using such rights in the Work Product itself in pursuit to its own governmental approvals. BUYER certifies that the Work Product released to the SELLER shall have then been paid for in full and

BUYER shall indemnify and hold harmless SELLER for any and all such cost(s). This provision being inserted for SELLER's protection, SELLER may waive all or any portion of same in writing.

28. **SELLER DEFAULT AND SPECIFIC PERFORMANCE:** If the SELLER refuses to perform its obligations hereunder, the BUYER shall have the right to terminate this Agreement for such breach and, upon such termination, to receive BUYER's deposit, or to seek specific performance of this Agreement by SELLER. SELLER shall in no event be required to expend greater than \$1,500.00 exclusive of mortgages and governmental liens but including legal fees and costs to make the premises conform hereunder.
29. **OTHER CONTRACTS:** BUYER's obligations are conditional upon the BUYER obtaining purchase agreements with the owners of 39 Martin Street, Acton, MA and 45 Martin Street, Acton, MA and actually taking title to those properties. (However, BUYER's failure to diligently and in good faith, to work to acquire those properties; or for reasons such as lack of BUYER's funds or other BUYER self-inflicted reason, shall not be sufficient cause to utilize this contingency that is within the reasonable control of the BUYER). If the BUYER after diligent and good faith efforts still fails to acquire said properties in those efforts, the BUYER may cancel this Agreement by delivering written notice of such fact to the SELLER and in such an event, all deposits shall be refunded to the BUYER and this Agreement shall be void.
30. **ERRORS AND OMISSIONS:** If any error or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within three (3) months after the date of delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. Each party agrees to execute any document reasonably necessary to confirm re-execution of documents to correct errors and omissions.
31. **CONFIDENTIALITY:** The contents of this Agreement shall remain confidential between the parties and their counsel and lenders, except as the BUYER or SELLER deems necessary to assist in its obtaining Governmental Approvals and the fulfillment of the conditions and provisions of the Agreement.
32. **ADDITIONAL PROVISIONS:**
 - a. BUYER may accelerate the closing by giving at least two (2) weeks written notice to SELLER.
 - b. BUYER will have access to property for the BUYER to conduct all necessary testing, engineering, studies, etc. BUYER agrees to defend, indemnify and hold SELLER harmless on account of the exercise of said access rights.

[END OF TEXT SIGNATURE PAGES TO FOLLOW]

Signed and sealed on October 26, 2015

Walter J. Fisher, Jr. Manager
~~(BUYER)~~
Acton Realty Holdings, LLC
[Signature]
~~(SELLER)~~

Murray
39 Martin

SCHEIER KATIN & EPSTEIN, P.C.
103 Great Road
Acton, MA 01720
978-264-4655

STANDARD FORM PURCHASE AND SALE AGREEMENT

This 30 day of November, 2015.

1. PARTIES AND MAILING ADDRESSES

Alfred Murray, of 39 Martin Street, Acton, MA 01720, hereinafter called the SELLER(s), agrees to Sell and

Mark Gallagher or nominee of One Nagog Park, P.O. Box 2857, Acton, MA 01720, hereinafter called the BUYER(s) or Purchaser(s) agrees to Buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as and numbered 39 Martin Street, Acton, MA 01720, Massachusetts, containing 3 acres of land, more or less, and being more particularly described with the Middlesex Southern District Registry of Deeds in Book 10942, Page 386.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines, and dryers.

Excluded: all wood burning stoves, all light fixtures, living room ceiling fan, and upstairs bathroom hardware.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises, as a single family dwelling.

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- (f) Questions of Title shall be resolved by reference to the Standards of the Real Estate Bar Association where applicable.
- (g) Buyer shall assume the Sewer betterment of record.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is: **EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$825,000.00) Dollars:**

\$ 14,000.00 have been paid as a deposit this day and
 \$ 1,000.00 was paid with Offer to Purchase
 \$ 810,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

\$ 825,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12 o'clock p.m. on the 30th day of November, 2016 at the office of the conveyancing attorney unless otherwise agreed upon in writing. It is agreed that time is the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building, health, and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. The premises to be in "broom clean" condition and free of debris and Seller's personal effects. Notwithstanding the foregoing, all utilities, appliances, and systems will be in the same working condition as they are presently.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, or that there be no outstanding orders of conditions affecting the premises, as the

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case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform; as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

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 said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty 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, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his 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 hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, 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 of said deed, or within a reasonable period of time following closing as is customary in the local conveyancing community.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire and Extended Coverage	\$ As presently insured.

(b) All risk of loss to remain with SELLER until delivery and recording of the Deed.

16. ADJUSTMENTS

Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement 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 delivery of the deed

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, 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 herein otherwise agreed.

~~**18. BROKER'S FEE**~~

~~A Broker's fee for professional services of as per listing agreement is due from the SELLER to [6] and [7] but only if, as and when papers are passed, deed is recorded and proceeds received by SELLER, but not otherwise.~~

19. BROKER(S) WARRANTY

The Broker(s) named herein [6] and [7] warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in escrow in a non-interest bearing account by O'Donohue Law, LLC, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits, if any, made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be Seller's sole remedy at law and in equity. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER's default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER's default thereunder; (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.

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22. **RELEASE BY HUSBAND OR WIFE**
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY**
~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS**
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None.
26. **MORTGAGE CONTINGENCY CLAUSE**
INTENTIONALLY OMITTED. CASH PURCHASE.
27. **CONSTRUCTION**
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, 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 cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. 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. **LEAD PAINT LAW**
The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. **SMOKE DETECTORS**
The SELLER shall, at the time of the delivery deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE DETECTORS

For properties sold or conveyed after March 30, 2006, the SELLER shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in accordance with M.G.L. c. 148, § 26F1/2 and 527 Code of Massachusetts Regulations 31.00 et seq, or that the Premises are otherwise exempted from the statute.

31. NOTICE

Any notice required under this Agreement shall be deemed sufficient if delivered by certified mail, return receipt requested, postmarked as of the date required for notice hereunder or facsimile transmission, by SELLER to BUYER or to BUYER's attorney: Mark L. Scheier, Esquire, SCHEIER KATIN & EPSTEIN, P.C., 103 Great Road, Acton, MA 01720, mscheier@skactionlaw.com (TEL) 978-264-4655 or (FAX) 978-264-4979; or by BUYER to SELLER or SELLER's attorney: John K. O'Donohue, Esquire, O'DONOHUE LAW, LLC 38 Main Street, Andover, MA 01810 jack@odlawllc.com (TEL) 978-662-5188.

It is agreed between the parties that the Attorney(s) designated herein shall have the authority to enter into extensions and/or amendments of any of the provisions set forth in this Agreement without any additional written confirmation from the parties. All notices may also be given by email at the posted email address of respective counsel.

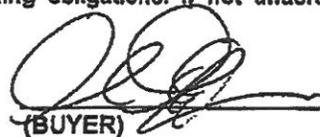
32. ADDITIONAL PROVISIONS

- a. BUYER may accelerate closing by giving SELLER two (2) weeks notice.
- b. BUYER will have access to property for the Buyer to conduct all necessary testing, engineering, studies, etc. BUYER agrees to defend, indemnify and hold SELLER harmless on account of the exercise of said access rights.
- c. BUYER may premarket the property using social media, placing signs on the property, and other customary premarketing activities, but may not allow any prospective purchasers onto property until closing.
- d. BUYER shall assume the sewer betterment in the estimated amount of \$7,150.
- e.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Alfred Murray
(SELLER)


(BUYER)

(SELLER)

(BUYER)

SELLERS ADDENDUM

SELLER: Alfred F. Murray
BUYER: Mark Gallagher
DATE: November 30, 2015
PROPERTY ADDRESS: 39 Martin Street, Acton, MA 01720

1. **Title.** BUYER or BUYER's counsel shall be solely responsible to perform their own title review prior to closing. Any matter of practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be governed by such title standard or practice standard to the extent applicable.

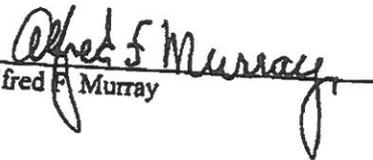
2. **Purchase Price; Paragraph (continued).** Payment of the proceeds to the SELLER in the form of an attorney's IOLTA account check drawn on a Massachusetts bank shall constitute good funds for purposes of this Agreement.

3. **Condition of Premises; Paragraph (continued).** BUYER warrants, represents and acknowledges to SELLER and agrees that SELLER is relying upon the following: BUYER acknowledges that BUYER has been given the opportunity to conduct any and all inspections of the Premises, and any and all component parts thereof, desired by the BUYER, including, without limitation, mechanical, structural, utility systems, dimensions and area of the Premises, pest and termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement, and that BUYER is fully satisfied with the results of same, the condition of the Premises, and accepts the Premises "AS IS" and is not relying upon any representations of the SELLER or SELLER's agents as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. BUYER has assumed the responsibility to check with appropriate planning authorities (including, but not limited to, zoning boards, rent control boards and housing authorities), and holds SELLER harmless as to the suitability of the Premises for BUYER's occupancy. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like which relate to lead paint, asbestos, radon, mold or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability. The SELLER has made no statements and no warranties or representations, express or implied, regarding the Premises on which the BUYER has relied in connection with the BUYER's decision to purchase the Premises except as herein listed, and it is the understanding the Parties that the entire Agreement of the Parties with respect to the transaction which is the subject of this Agreement is fully and completely set forth in this Agreement. The BUYER's agreements in this Paragraph shall survive delivery of the deed.

4. **Broker; Paragraph (continued).** (a) BUYER and SELLER agree to each indemnify and hold the other harmless on account of any claim, cost, damage or liability arising out of any claim for a brokerage commission against either party due to this Agreement made by a broker claiming said party as a customer other than the brokers named in this Agreement, if any; and (b) The commission shall be earned if, as and when title passes and the deed is recorded, and proceeds are released to the SELLER and not otherwise. The provisions of this paragraph shall survive delivery of the deed.

5. Authorization to Sign Extensions and Notices. In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his or her attorney the actual authority to execute and deliver on his or her behalf and (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signatures of such attorneys (including faxed signatures) unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him or her.
6. Undisclosed Contingencies. The ability of the BUYER to secure financing as a condition of this Agreement shall not be contingent upon the sale or financing of other real estate. If such a condition appears in BUYER's mortgage loan commitment, such a condition shall not be cause for BUYER to terminate this Agreement. BUYER will provide SELLER with a copy of any financing rejection letter.
7. Governing Law. This Agreement and all Exhibits thereto shall be governed in accordance with Massachusetts law, to whose jurisdictions the parties hereto submit.
8. Entire Agreement. This Agreement, together with the Addend(a) attached hereto, shall set forth the entire agreement between the parties hereto with respect to the subject matter hereof, and the same shall supersede all prior dealings and communications, whether oral or written, between the parties. If any conflicts or variations exist between the body of this Addendum and the body of the main Agreement, then the terms of this Addendum shall supersede and control.
9. Payoff Request Authorization. The undersigned SELLER authorizes O'Donohue Law, LLC to receive any payoff information with regard to my/our mortgage loan(s), if applicable.

SELLER:


Alfred F. Murray

BUYER:


Mark Gallagher

45 Martin
Zavolas

PURCHASE AND SALE AGREEMENT

1. **PARTIES AND MAILING ADDRESS:** Nicholas C. Zavolas and Susan V. Day, hereinafter called the **SELLER**, of 45 Martin Street, Acton, MA 01720 agrees to sell and Mark Gallagher or nominee, hereinafter called the **BUYER**, of One Nagog Park, P. O. Box 2857, Acton, MA 01720, agrees to buy, upon the terms set forth, the following described Premises:
2. **DESCRIPTION:** A parcel of land and the buildings thereon situated on Martin Street, Acton, Massachusetts and known as 45 Martin Street, containing seven (7) acres, more or less, and with the benefit of all appurtenant rights and the benefit of easements as described or referenced in the deed to the grantors and otherwise recorded in Middlesex Southern District Registry of Deeds ("Registry"), Book 31273, Page 207 ("Premises").
3. **BUILDINGS, IMPROVEMENTS:** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners, and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, dishwasher, electric and other lighting fixtures, mantels, security systems, outside television antennas, fences, gates, trees, shrubs, plants.
4. **TITLE DEED:** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to the nominee designated by the **BUYER** by written notice to the **SELLER** at least three (3) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws, but subject to the right of the **BUYER** to change zoning laws in Paragraph 24;
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens for municipal betterments assessed after the conveyance date this agreement; and
 - (d) Easements of record, if any, so long as the same do not prohibit or interfere with the **BUYER**'s intended development (described herein below) and the subsequent use of said Premises.
 - (e) the Permitted Exceptions (as defined in subsection 4.F. below

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(f) 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 4(g) 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 for the Proposed Project as defined herein ("Buyer's Intended Use").

(g) 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 4(a), (b), (c) and (d) 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 9 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.

5. **PLANS:** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration, but if the BUYER prepares a new perimeter plan, the deed will reference that plan upon the BUYER's request.
6. **REGISTERED TITLE:** In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

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7. **PURCHASE PRICE:** The agreed purchase price for said Premises is **EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$850,000.00) DOLLARS**, of which \$10,000.00 is paid this day as deposits and the balance is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or Massachusetts attorney's IOLTA check or by wire transfer, the method of payment to be at the option of the BUYER.
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED:** Closing shall take place thirty (30) days after BUYER secures all approvals and permits for BUYER's 40B project allowing a minimum of twenty (20) four (4) bedroom units of at least 2500 square feet the "Proposed Project" (See Paragraph 24), with all appeals periods having expired, but no later than twelve (12) months after the signing of this Agreement. If BUYER has used diligent and good faith efforts to obtain all Permits and Governmental Approvals for the Proposed Project, and if within 12 months of signing the Purchase and Sale Agreement BUYER does not obtain all such Governmental Approvals then BUYER may cancel this Agreement by written notice of such fact to SELLER, and in such an event, all the deposits shall be returned to BUYER. The BUYER shall have the right to extend the Closing deadline for an additional six (6) month period by notifying the SELLER in writing fifteen (15) days in advance of Closing deadline which notice shall be accompanied by payment to the SELLER of Ten Thousand and no/100 (\$10,000.00) Dollars for said six (6) month extension period. Said extension fee shall be applied towards the purchase price, and shall in all events be non-refundable. If BUYER cancels this Agreement after twelve (12) months of signing the Purchase and Sale Agreement other than due to a breach by the SELLER, then any six (6) month extension deposit paid by BUYER shall be forfeited to the SELLER.
9. **POSSESSION AND CONDITION OF PREMISES:** Full possession of said Premises, vacant and free of all tenant and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies and terms of this clause. All of the SELLER's property shall be removed from the premises prior to the closing, unless the SELLER remains at the Premises after the closing pursuant to Paragraph 29C and Exhibit A. Premises shall be delivered "broom clean" condition and free from debris. Trash shall not be left in front of the premises. BUYER's inspection of the SELLER'S' premises is to be completed prior to the execution of the Purchase of Sales Agreement. SELLER shall in no event be required to expend greater than \$1,500.00 exclusive of mortgages and governmental liens (i.e. taxes, water), but including legal fees and costs to make the premises conform hereunder.

Prior to the execution of the Purchase and Sale Agreement, BUYER will provide to SELLER concept plans and a written description of the Proposed Project. BUYER will

45 Martin Street, Acton, MA 01720

Page 3

provided SELLER with updated proposed development plans upon SELLER's request throughout the term of this Agreement.

10. **ADDITIONAL TITLE STANDARDS:** It is understood and agreed by the parties that the premises shall not be in conformity with the title provision of this agreement unless: (a) All buildings, structures and improvements, including but not limited to any driveways, garages, parking areas, walls wells and sewage disposal system, if any, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity unless the subject of a duly recorded easement; (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises unless the subject of a duly recorded easement; (c) The premises shall abut a public way, duly laid out or accepted as such by the city or town in which said premises are located, or a private way affording record and legal access and egress to and from a public way; and (d) a national title insurance company selected by the BUYER is willing to issue to BUYER, at normal title insurance premium rates, an owner's title insurance policy on the then current ALTA form with the standard printed exceptions deleted insuring fee title in BUYER free from all exceptions other than those title exceptions that are expressly stated in this Agreement. In order to enable BUYER to obtain such a title insurance policy, SELLER agrees to provide BUYER, at the time of delivery of the deed, with such waivers and affidavits as the title insurer shall reasonably require for purposes of deleting all exceptions for mechanic's liens and parties in possession and for such other matters as shall be reasonably required of SELLER.
11. **ENTRY:** BUYER and its agents and representatives may enter the Premises from time to time for the purpose of inspections, surveying, testing, site visits, taking measurements, securing estimates from contractors. Entry of the dwelling shall only be upon appointment with the SELLER. Reasonable notice of at least seventy-two (72) hours must be given by the BUYER to the SELLER if any entry of the Premises is involved. After reasonable notice to SELLER in each instance, BUYER shall have access to the SELLER's Premises during the term of this Agreement at all reasonable times for the purpose of surveying, engineering, testing, viewing and inspecting. In consideration of the foregoing, BUYER agrees to indemnify and save SELLER harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability, or damage, including reasonable attorney's fees, caused by or related to any property damage or personal injury resulting from all entries and activities as aforesaid by BUYER OR BUYER'S agents, employees, licensees, contractors, invitees and/or prospective purchasers. BUYER agrees to restore any portion of SELLER'S property, to original condition, disturbed by BUYER's surveying, engineering, testing, viewing and inspecting, etc. activities. BUYER's entry, as aforesaid, shall not materially interfere with SELLER's use and enjoyment of SELLER's Property.
12. **ACCEPTANCE OF DEED:** The acceptance and recording of a deed by the BUYER or his 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 hereof, to be performed after the delivery of said deed.

13. **USE OF MONEY TO CLEAR TITLE:** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, 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 of said deed or within a reasonable time thereafter, consistent with conveyancing practices for Middlesex County, Massachusetts excepting that a discharge of a mortgage on the Premises granted by the SELLER to a licensed, institutional lender may be provided after the closing in the customary manner if (a) the BUYER has obtained a payoff letter from the mortgage holder stating the amount due under the mortgage on a specified date and a per diem amount and (b) sufficient funds from the SELLER's proceeds are retained by the BUYER's attorney to pay off such mortgage.
14. **ADJUSTMENTS:** Real estate taxes shall be apportioned, as of the day of performance of this agreement 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 delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, 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 herein otherwise agreed.
15. **NO BROKER:** SELLER represents and warrants to the BUYER that the SELLER has not dealt with any licensed real estate broker or salesperson in this transaction and so indemnifies the BUYER. BUYER represents and warrants to the SELLER that the BUYER has not dealt with any licensed real estate broker or salesperson in this transaction and so indemnifies the SELLER. This provision survives the closing.
16. **DEPOSIT:** All deposits made hereunder shall be held in escrow by Scheier Katin & Epstein, P.C., 103 Great Road, Acton, Massachusetts (escrow agent) in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. If there is a dispute as to whether the SELLER or BUYER is entitled to the deposit, the deposit shall be held by the escrow agent until the dispute has been resolved by written agreement of the parties or by final Court Order or Judgment.
17. **BUYER'S DEFAULT; DAMAGES:** If the BUYER breaches this agreement and fails to fulfill its obligations under this Agreement, the deposit made hereunder by the BUYER shall be retained by the SELLER as liquidated damages together with any and all payments made by BUYER under Paragraph 8 above without further recourse against the BUYER, either at law or in equity.
18. **CONSTRUCTION OF AGREEMENT:** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed

instrument, set forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective personal representatives, successors and assigns, and may be cancelled, 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. This Agreement and any exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, verbal or written express or implied, are hereby superseded and merged herein. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and duly executed by both SELLER and BUYER.

19. **NOTICE:** Any notice to be given under this Agreement shall be in writing and shall be either delivered in hand or mailed via U.S. mail, certified mail, return receipt requested or served by constable in the manner allowed for the service of legal process or sent via fax or email, (with a copy in every case to the parties respective Attorney) at the address stated in Paragraph 1. Any party may change the address to which notice is to be given by delivering notice in the procedure required of that party's new address. No mailing address may be a post office box, but must be an actual street address. The attorneys for the parties may extend dates by mutual agreement that may be exchanged emails.
SELLER's Attorney: Louis N. Levine, Esquire, D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C., 268 Main Street, Acton, MA 01720 llevine@dlpnlaw.com (TEL) 978-263-7777, (FAX) 978-264-4868 and BUYER's attorney: Mark L. Scheier, Esquire, SCHBIER KATIN & EPSTEIN, P.C., 103 Great Road, Acton, MA 01720 mscheier@skactonlaw.com (TEL) 978-264-4655 or (FAX) 978-263-2851.
21. **DOCUMENTATION:** At the Time for Performance/Closing the SELLER shall provide BUYER with fully executed closing documents, including but not limited to properly executed deed, an affidavit that there are no parties in possession at the Premises, and that no work has been done on the Premises by the SELLER which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the Premises (work done on behalf of the BUYER excluded), IRS Form 1099, a written certification of non-foreign status under the Foreign Investment in Real Property Act (Section 1445 of the Internal Revenue Code), and other documents reasonably requested by the BUYER or the title insurance company.
22. **TITLE STANDARD:** Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Massachusetts Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
23. **REPRESENTATION:** SELLER states to the best of his knowledge as follows: (a) SELLER is not aware of any underground storage tanks currently or previously existing at the Premises. (b) SELLER has not received written notice of any existing violations of

any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Premises which have not been cured. SELLER will promptly notify BUYER in writing of any violation of any law, regulation ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting the Premises, or any part thereof, of which SELLER written notice. (c) There is no action, suit or proceeding pending or, to the best of SELLER's actual knowledge, threatened concerning or affecting the Premises or SELLER, or arising out of the ownership, management or operation of the Premises, this Agreement or the transactions contemplated hereby.

24. **PROPOSED AGREED UPON PROJECT:** Proposed residential development program of at least twenty (20) single-family dwellings with four (4) bedrooms over all three parcels: 31, 39 and 45 Martin Street, Acton, MA with each dwelling containing at least 2500 square feet of heated living space with all utility connections, infrastructure, appurtenances, designs, sizes, qualities and layouts as determined by the BUYER ("Proposed Project").
25. **BUYER'S INFORMATION AND WORK PRODUCT:** Information produced by the BUYER pertaining to the Proposed Project inclusive of all three (3) parcels, 31, 39 and 45 Martin Street, Acton, MA, (including but not limited to BUYER's Inspection(s) and Engineering of the Premises, electronic and hardcopy plans, schedules, reports, data, findings, opinions, Subdivision and Special Permit Applications, etc shall be considered the BUYER's "Work Product". As described in paragraph 27 below, in the event BUYER cancels this Agreement or this Agreement is terminated at any time other than due to a breach by the SELLER, the BUYER shall deliver to the SELLER, the BUYER's Work Product. BUYER shall provide SELLER with updated proposed development plans upon SELLERS request throughout the term of this Agreement.
26. **GOVERNMENTAL APPROVALS:** BUYER agrees to use reasonable good faith and due diligent efforts in obtaining all Government Approvals for the Proposed Project as outlined herein. BUYER's obligations to purchase are conditional upon BUYER obtaining all requisite, satisfactory and final governmental approvals, waivers, findings, permits, orders, licenses, variances, decisions, amendments, contract changes, zoning changes and other governmental relief, in form and content satisfactory to the BUYER and with all appeal periods having expired and with no appeal having been taken, to develop the Premises with the other land being acquired for the Proposed Project and without the need for off-site improvements, acquisitions of other land or rights, and without governmental imposition of delays, moratoriums, age-restrictions, exactions or conditions that render the Proposed Project unfeasible in the sole judgment of the BUYER (all hereinafter called "Governmental Approvals"). The issuance of Governmental Approvals that are defective or subsequently appealed, voided or rescinded, shall not constitute a satisfactory approval unless all such issues are resolved or disposed of to BUYER's benefit and satisfaction prior to the time for performance. It is hereby agreed that the BUYER may apply for all such Governmental Approvals and related appeals either in BUYER's name or in SELLER's name or in both names, at BUYER's option. It is understood that the expenses incurred by the BUYER in seeking

45 Martin Street, Acton, MA 01720

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such approvals shall be at BUYER's sole cost, including BUYER's legal, engineering and surveying fees and all application fees and that SELLER shall have no responsibility whatsoever to contribute monetarily. All non-public information obtained by the BUYER, his representatives or contractors regarding the Premises shall be shared only with the SELLER and otherwise held in strictest confidence by the BUYER (excepting only necessary BUYER's agents, employees, and contractors) and shall not be disseminated to the public, except as is related to seeking Governmental Approvals or is otherwise related to satisfying conditions in the agreement or if disclosure is required by law or as part of a Court Order related to litigation. BUYER will provide SELLER with updated Proposed Project development plans and governmental submittals upon SELLER'S request throughout the term of this Agreement, BUYER makes no representation or warranty as to the accuracy of such information.

27. **BUYER'S CANCELLATION:** If the BUYER cancels this Agreement or this Agreement terminates at any time other than due to a breach by the SELLER, the BUYER shall deliver to the SELLER, the BUYER's Work Product. All of the BUYER's right, title and interest in and to the Work Product, shall become the property of the SELLER and shall be delivered to the SELLER along with the termination notice. With the exception of architectural drawings, the Work Product shall be free and clear of any residual BUYER rights and no BUYER or third party authorization shall be required for SELLER's use thereof. Nothing herein shall prevent the SELLER from further transferring the BUYER'S such rights in and to the Work Product thereafter to any future purchaser of the premises, or from SELLER using such rights in the Work Product thereafter to any future purchaser of the Premises, or from SELLER using such rights in the Work Product itself in pursuit to its own governmental approvals. BUYER certifies that the Work Product released to the SELLER shall have then been paid for in full and BUYER shall indemnify and hold harmless SELLER for any and all such cost(s). This provision being inserted for SELLER's protection, SELLER may waive all or any portion of same in writing.

28. **SELLER DEFAULT AND SPECIFIC PERFORMANCE:** If the SELLER refuses to perform its obligations hereunder, the BUYER shall have the right to terminate this Agreement for such breach and, upon such termination, to receive BUYER's deposit, or to seek specific performance of this Agreement by SELLER. SELLER shall in no event be required to expend greater than \$1,500.00 exclusive of mortgages and governmental liens but including legal fees and costs to make the premises conform hereunder.

~~29. **OTHER CONTRACTS:** BUYER's obligations are conditional upon the BUYER obtaining purchase agreements with the owners of 31 Martin Street, Acton, MA and 39 Martin Street, Acton, MA and actually taking title to those properties. (However, BUYER's failure to diligently and in good faith, to work to acquire those properties; or for reasons such as lack of BUYER's funds or other BUYER self-inflicted reason, shall not be sufficient cause to utilize this contingency that is within the reasonable control of the BUYER). If the BUYER after diligent and good faith efforts still fails to acquire said properties in those efforts, the BUYER may cancel this Agreement by delivering written~~

29 - NO LONGER OPERATIVE AS CONFIRMED BY BUYER'S ATTORNEY 4/15/15 EMAIL TO SELLER'S ATTORNEY

SM NAF

~~notice of such fact to the SELLER and in such an event, all deposits shall be refunded to the BUYER and this Agreement shall be void.~~

30. **ERRORS AND OMISSIONS:** If any error or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within three (3) months after the date of delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. Each party agrees to execute any document reasonably necessary to confirm re-execution of documents to correct errors and omissions.
31. **CONFIDENTIALITY:** The contents of this Agreement shall remain confidential between the parties and their counsel and lenders, except as the BUYER or SELLER deems necessary to assist in its obtaining Governmental Approvals and the fulfillment of the conditions and provisions of the Agreement.
32. **ADDITIONAL PROVISIONS:**
- a. BUYER may accelerate the closing by giving at least two (2) weeks written notice to SELLER.
- b. BUYER will have access to property for the BUYER to conduct all necessary testing, engineering, studies, etc., so long as BUYER's access, as aforesaid, shall not materially interfere with SELLER's use and enjoyment of SELLER's Property. BUYER agrees to defend, indemnify and hold SELLER harmless on account of the exercise of said access rights.
- c. BUYER agrees to provide SELLER with a ninety (90) day notice of the proposed closing date prior to August of 2016. The proposed date will be triggered by full approval from MFHA for the construction of the homes on the property (Final Approval). Once the notice has been received by the SELLER, SELLER agrees to vacate the home within the ninety (90) day period and allow the BUYER to close on the property fully vacant. If the Final Approval occurs after August 1, 2016 then the SELLER may elect to postpone the closing on the property up through and including March, 2017. If SELLER elects to postpone the closing, SELLER may select the closing date within the dates above but no later than March 15, 2017. SELLER agrees to sign any and all necessary paperwork to allow the Proposed Project to move forward during the postponement period BUYER may elect to purchase the property if necessitated by the permitting process during the postponement period and allow the SELLER to continue to live in the home up until March 15, 2017, pursuant to the Use and Occupancy Agreement attached hereto as Exhibit "A". After final approval, BUYER may enter onto the property and proceed with BUYER's planning development and construction work as long as such work does not materially interfere with SELLER's use and enjoyment of SELLER's property.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW]

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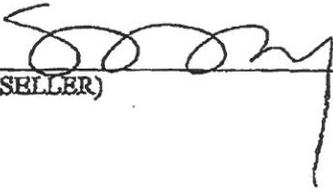
Signed and sealed on ~~November~~ ^{December} 3, 2015



(BUYER)



(SELLER)



(SELLER)

USE AND OCCUPANCY AGREEMENT

SELLER: Nicholas C. Zavolas and Susan V. Day

BUYERS: Mark Gallagher or nominee

PREMISES: 45 Martin Street, Acton, Massachusetts 01720

Seller having agreed to sell and Buyer having agreed to buy the above premises by written agreement dated ~~November~~ ^{December} 3, 2015 and whereas the Buyer is willing to allow the Sellers to occupy said premises upon certain conditions, now therefore the parties agree, promise, and covenant as follows:

1. The Seller may use and occupy the premises on the terms and conditions as set forth in Paragraph 32c of the Purchase and Sale Agreement. Time will be of the essence of such use and occupancy, and the Seller does hereby covenant that they will be responsible to the Buyer for any and all loss or damage to the premises, due to any acts of Seller or Sellers agents or invitees.

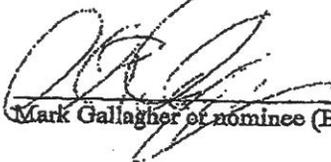
2. No relationship of landlord or tenant shall hereby arise.

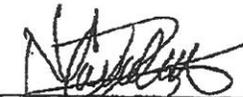
3. Sellers agree to secure bodily injury liability insurance in the amount of at least \$100,000.00.

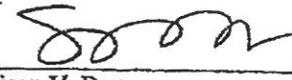
4. The Seller shall not cause or permit any injury or damage to the premises, reasonable wear and tear excepted.

5. For such use and occupancy, there will be no monetary consideration, but SELLER shall be responsible for all real estate taxes, mortgage payments, and utilities, and further, SELLER shall maintain the premises in good order and condition.

EXECUTED as a sealed instrument this 15 day of ~~November~~ ^{December}, 2015.


Mark Gallagher or nominee (BUYER)


Nicholas C. Zavolas (SELLER)


Susan V. Day (SELLER)