

AMENDMENT AND RESTATEMENT  
OF  
PURCHASE AND SALE AGREEMENT

This Amendment and Restatement of Purchase Agreement is executed this 17<sup>th</sup> day of May, 2013 and shall supersede all previous agreements between the parties hereto.

WHEREAS, 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, entered into a Purchase and Sale Agreement dated March 8, 2012 relating to the property known as and numbered 6 Post Office Square, Acton, Massachusetts (the "Agreement"),

WHEREAS, the Buyer defaulted in its obligations set forth in said Agreement by failing to perform on the dates set forth therein,

WHEREAS, the Seller has agreed to nevertheless sell the Property to the Buyer upon certain additional terms and conditions,

WHEREAS the Buyer agrees to Sellers terms and conditions,

NOW THEREFORE, the parties agree to amend the Agreement by deleted paragraphs 1-26 in their entirety, and replacing same with the following:

\* \* \* \* \*

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"), said sum being non-refundable in all events (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. Because the Buyer has previously defaulted in its obligations to the Seller, it acknowledges that the Deposit previously paid is non-refundable and said Deposit, together with all interest thereon, shall immediately and irrevocably be released to Seller upon the execution of this amended Agreement.

4. Payments, Prorations, Credits and Adjustments.

- a. Buyer shall pay to the Seller an amount equal to the May 1, 2013 real estate tax bill relating to the Property in the amount of \$2,154.40 immediately upon execution of this amended Agreement. Buyer shall pay to the Seller amounts equal to all subsequent real estate tax bills relating to the Property within five days of receipt of said bill until the earlier to occur of (1) the closing, or (2) the termination of this Agreement in accordance with its terms. The payment of real estate taxes pursuant to this section shall not be refundable under any circumstance nor shall it be credited against the purchase price to be paid hereunder. Failure to pay said tax bills when due shall be deemed an immediate default under this Agreement, and Seller at any time thereafter, without notice or opportunity to cure, shall have the option to terminate this Agreement.
- b. The Buyer shall, immediately upon the execution of this amended Agreement, pay to the Seller the common area maintenance fee (road maintenance expense) relating to the Property of \$5,450. The payment of common area maintenance fee pursuant to this section shall not be refundable under any circumstance nor shall it be credited against the purchase price to be paid hereunder. Failure to immediately pay said common area maintenance fee shall be deemed an immediate default under this Agreement, and Seller at any time thereafter, without notice or opportunity to cure, shall have the option to terminate this Agreement.

- c. Buyer shall pay to Seller the sum of \$7,500 (the "Extension Fee") on the first day of each month, beginning on May 1, 2013 and on the first day of each month thereafter until the date of Closing. The payment of the Extension Fees pursuant to this section shall not be refundable under any circumstance nor shall they be credited against the purchase price to be paid hereunder. Failure to pay any Extension Fee on or before the first day of the month as required herein shall be deemed an immediate default under this Agreement, and Seller at any time thereafter, without notice or opportunity to cure, shall have the option to terminate this Agreement.
- d. 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.
- e. 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.
- f. 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. Buyer shall further pay, within 5 business days of receipt, Seller's attorney's fees in connection with the preparation of this amendment. The payment of Seller's attorney's fees pursuant to this section shall not be refundable under any circumstance nor shall it be credited against the purchase price to be paid hereunder. Failure to pay said attorney's fees within the time set forth herein shall be deemed an immediate default under this Agreement, and Seller at any time thereafter, without notice or opportunity to cure, shall have the option to terminate this Agreement.
- g. 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 the Permitted Exceptions (as defined in subsection 5(b) below).
- b. 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 May 15, 2013 (the "Title Examination Date"); (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; and (v) any liens for municipal betterments assessed after the date of this Agreement.
- 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 September 30, 2013 (the "Last Closing Date"), unless such date is extended according to the provisions of Section 7 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 retained by the Seller and thereupon 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 Seller may terminate this Agreement, in which event, the deposit and all interest thereon shall be retained by the Seller; 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.

- d. If Buyer is not in default of any provision of this Agreement, he may elect to extend the Closing Date to a date no later than March 31, 2014, provided that in such event, the monthly Extension Fee referred to in Section 4(c) of this amended Agreement shall be increased to \$25,000 per month starting on October 1, 2013 and continuing for each month thereafter on the same terms and conditions set forth in said Section 4(c).

8. INTENTIONALLY DELETED

9. INTENTIONALLY DELETED

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 Seller shall have the option to terminate this Agreement. No Deposit or other amounts paid by the Buyer shall be refunded under any condition. 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 shall not constitute the Seller's sole

and exclusive remedy for any breach by the Buyer of its indemnification covenants and agreements contained in Section 12 hereof. The covenants and agreements set forth in Section 12, and the provisions of Section 21 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 21, 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 paid to Seller. In the event of such termination, except for the Seller's indemnification covenants set forth in Section 12 hereof, 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.

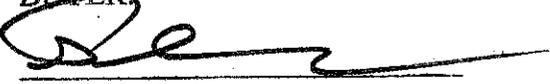
25. Assignment. The Buyer shall have the right to take title to the Property in the name of a nominee or designee, provided that the identity and particulars of such nominee are specified to the Seller, in writing, no later than three (3) days prior to the Closing. The Seller may not assign this Agreement 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.*

27. Immediately upon any termination of this Agreement (except in the case of a Closing which occurs pursuant to the terms hereof), Buyer shall deliver to the Seller all engineering materials including any plans, surveys, soils testing, logs, wetlands delineation, site assessments, physical investigations of the Premises and related materials performed by or at the Buyer's direction.

Executed under seal this 17<sup>th</sup> day of May, 2013.

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

BUYER:  
  
Philip S. Singleton

