

- PREMISES this agreement, reasonable use and wear thereof excepted; (b) not in record violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in paragraph four (4) hereof. The BUYER shall be entitled to inspect the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give good title pursuant to paragraph four (4) above, 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, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER prior to the Closing, and thereupon the Closing shall be extended for a period of thirty (30) calendar days, or five (5) business days after notice from SELLER to BUYER that the non-conformity has been resolved, whichever first occurs, unless another mutually acceptable day is agreed upon. Reasonable efforts to cure title shall not require SELLER to expend more than Seven Thousand Five (\$7,500.00) Dollars pursuant to this Paragraph exclusive of real estate taxes and voluntary liens or encumbrances incurred during the period of SELLER's ownership.
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 Notwithstanding the provisions of paragraph eleven (11), 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 Paragraph, if the said Premises shall have been damaged by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.
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 or as are stated in this Agreement to survive 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 the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|----------------------------|---------------------------|
| Fire and Extended Coverage | as presently insured |
- Risk of loss shall remain with SELLER until delivery of the Deed.
16. ADJUSTMENTS Water and sewer use charges, real estate taxes for the fiscal year in which the Closing takes place shall be apportioned and fuel value shall be adjusted (pursuant to written receipt and reading), as of the day of Closing 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. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
18. BROKER's FEE N/A

19. BROKER(S) WARRANTY N/A
20. DEPOSIT All deposits made hereunder shall be held in an FDIC insured non-interest bearing escrow account by **SELLER** as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the Closing. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or a final order from a court with competent jurisdiction or by final decision of mutually entered-into arbitration.
21. BUYER's DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any default by BUYER hereunder. The parties acknowledge that the Seller has no adequate remedy at law in the event of Buyer's failure to fulfill its obligation 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 and hereby agree that: (i) the Deposit is the best estimate of such damages which would accrue to Seller; (ii) the Deposit represents damages and not any penalty against Buyer; and (iii) if Buyer shall fail to fulfill Buyer's obligations hereunder, the Deposit shall be retained by Seller as its full and liquidated damages in lieu of all other rights and remedies which Seller may have against Buyer at law and in equity for such failure.
22. RELEASE BY HUSBAND OR WIFE N/A.
23. BROKER AS PARTY N/A
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**. See also paragraph thirty-four (34).
26. MORTGAGE CONTINGENCY CLAUSE Deleted. BUYER's performance is not subject to the availability of mortgage financing or upon the sale of any other property that the BUYER may own.
27. CONSTRUCTION OF AGREEMENT This Agreement, 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 inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties shall rely upon and be bound by facsimile, emailed or electronically scanned copies of such written contractual instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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/CARBON MONOXIDE DETECTORS The SELLER shall, at the time of delivery of the deed, deliver a certificate from the local fire department of the city or town in which said Premises is located stating that said Premises has been equipped with approved smoke and carbon monoxide detectors and are in compliance with Massachusetts General Laws, Chapter 148, Sections 26E, 26F and 26F½ as in effect at the time of Closing, and in conformity with any applicable law along with any wood stove permit, if any, required by law, regulation or ordinance.
30. ADDITIONAL (K0637666.1) The executed "Rider" attached hereto, is incorporated herein by reference. If any provision in the Rider

PROVISIONS

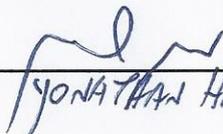
conflicts in any way with any other provision in paragraphs one (1) through Thirty (30), inclusive, of this Agreement or with any exhibits hereto, the provision contained in the Rider shall control.

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

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

49 COOLIDGE LLC

By
SELLER


JONATHAN HALPERIN, MANAGER

420 HARVARD ASSOCIATES, LLC

By
BUYER


Victor Sheen, Manager

RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN

49 Coolidge LLC ("SELLER")
AND
420 Harvard Associates, LLC ("BUYER")

31. All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, or e-mail, or delivered addressed as follows:

If to SELLER: Yonathan Halperin
398 Columbus Avenue, #293
Boston, MA 02116
and

If to BUYER: Victor Sheen
420 Harvard Street
Brookline, MA 02446

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. Notwithstanding the foregoing, delivery of notice to any of the Brokers or directly to the Parties identified in this Agreement shall be sufficient if service is not made upon the foregoing attorneys (for example, the fax machine and/or email server is not working properly when attempting to serve notice).

32. All offers and agreements made prior to this Agreement, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, between the hours of 9:00 AM and 5:00 PM, at BUYER's risk, to the said Premises for the purpose of appraisals, inspections, surveys, making measurements, showing the Premises to potential tenants and the like. Said right of access shall be exercised only in the presence of SELLER, and only after reasonable prior notice to the SELLER.
34. BUYER warrants, represents and acknowledges to SELLER and agrees that SELLER is relying upon the following: By execution of this Agreement, BUYER acknowledges that BUYER has been provided ample opportunity to conduct any and all inspections of the Premises (either independently or through agents of the BUYER's choice), including all improvements thereon, and any and all component parts thereof, desired by the BUYER (and that the SELLER has no responsibility for any failure by the BUYER to fully exercise such inspection rights), including, without limitation, mechanical, structural, groundwater tables, utility systems, all appliances and personal property being conveyed with the Premises as provided in this Agreement, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances, dimensions and area of the Premises, and that BUYER is fully satisfied with the results of same or has waived same, and accepts the Premises "**AS IS**" (as of the time of the date hereof), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents in connection with same and in connection with BUYER's decision to purchase the Premises (other than those specifically set forth in this Agreement), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises. BUYER further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by, such inspections shall not be deemed to be a default by SELLER. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises comply with current municipal, county, state or federal

codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the Premises. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

35. BUYER acknowledges that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYERS acknowledge having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
37. SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by BUYER's attorney, BUYER'S lender's attorney or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) that there are no facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and that the SELLER does not intend to lend to the BUYER a portion thereof; (e) urea formaldehyde foam insulation ("UFFI") Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form.
38. Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict Massachusetts case law and/or any expressed term or condition of this Agreement.
39. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
40. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
41. Neither this agreement, nor any notice or memorandum thereof, will be placed on record at the Registry of Deeds. The recording hereof or of any such instrument will not be notice to any subsequent buyer, and if placed on record by the BUYER or its agent, this action will, at the option of the SELLER, be deemed a default of the BUYER under this agreement.

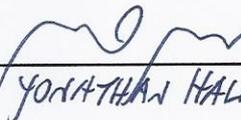
42. BUYER will use reasonable efforts to promptly notify the SELLER of any matter purportedly causing the Premises not to be in compliance with the provisions of Paragraph 9(b) or 9(c) as such matter becomes known to BUYER.
43. All of SELLER's representations under this Agreement, including any Rider, are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
44. The Premises shall be delivered to the Buyer in broom clean condition, with all of Seller's personal property not included in the sale having been removed, including all items in the basement belonging to Seller. All utility systems and appliances shall be in the same working order at the time of delivery of possession as at the time of inspection, reasonable wear and tear excepted. Between the date hereof and the closing, Seller shall maintain and service the Premises and its appurtenances at the same level of effort and expenses as Seller has maintained or serviced the Premises for Seller's own account prior to this Agreement.
45. The following representations are made by the Seller as of the date of this Agreement and also as of the time of the delivery of the Deed:
- a. that all fixtures within the Premises, including for this purpose all appliances that are part of this conveyance, are owned by the Seller and are unencumbered;
 - b. that there are no amounts due and owing to any persons, firm or entity with respect to work, labor or services furnished or performed to, at or for said Premises or any part thereof prior to the date of delivery of the Deed; and
 - c. that the Premises are not the subject of any outstanding agreement by which any party other than the Buyer may acquire any interest in the Premises.
46. The Seller hereby represents to the best of his knowledge and has received no notice or communication regarding any pending or existing litigation by any party with respect to or affecting the Premises, or of the title to the Premises as of the date of the Closing. Such warranties and representation shall survive the delivery of the deed hereunder. It shall be a condition of the Buyer's obligation to purchase the Premises that, as of the date of delivery of the Premises deed, no such litigation is then pending or existing. The Seller represents that to the best of the Seller's knowledge there is no set of facts that would support a claim for any right of way or easement by prescription over any part of the Premises (other than for utility access). Easements or rights of way that are a matter of public record are not included within the intended representations set forth in the preceding sentence.
47. The Seller represents that it has no knowledge of the existence of any of the following conditions with respect to the Premises, now or at the time of Closing:
- a. Any environmental contamination on the Premises;
 - b. Notices that the Premises do not comply with any applicable law or regulation;
 - c. Contamination of drinking water;
 - d. Sewer system blockage or backup;
 - e. Existing or removed underground storage tank(s) on the Premises.
48. Notwithstanding anything herein to the contrary, in the event of the damage or destruction of or to the Premises by fire, vandalism or other casualty in excess of \$25,000.00, or in the event of a taking of all

or a part of the Premises by eminent domain, then at BUYER'S option, this Agreement may be terminated and all funds paid hereunder by BUYER shall be immediately refunded to BUYER.

49. The Premises shall not be considered in conformity with the title provisions of this Agreement unless:
- a. All buildings, structures and improvements, including but not limited to any driveways and garages and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not materially encroach upon or under the property of any other person or entity,
 - b. No building, structure, well, septic system, improvement, driveway or property of any kind belonging to any person or entity shall materially encroach upon or under said Premises;
 - c. The Premises shall have legal access to a public way, duly laid out or accepted as such by the city or town in which the Premises are located;
 - d. The Premises are not located within a HUD Flood Hazard Zone requiring the Buyer's purchase of flood insurance, or within any locally designated wetlands area; and
 - e. Title to the Premises is insurable, for the benefit of the Buyer, by a nationally recognized title insurance company, in a fee owner's policy of title insurance, at standard rates on a ALTA insurance policy by companies licensed to do business in the Commonwealth of Massachusetts without exception for any matters other than standard title policy jacket exceptions, or as exception permitted under Paragraph 4 of this agreement or permitted by standard conveyance practices of the Real Estate Bar Association.
 - f. The Seller shall, at the time of the delivery of the deed hereunder, assign to the Buyer (or nominee) any and all warranties, service contracts or agreements which are in force and effect, if any there be, as to any appliance, fixture or other equipment or property to be conveyed as herein contemplated in the Seller's possession if applicable.
50. BUYER'S obligation to purchase the Premises is contingent upon BUYER receiving by November 30, 2019 (the "Permit Contingency Date") all permits and approvals needed from the Town of Brookline to construct a residential project on the Premises and 420 Harvard Street, Brookline, Massachusetts on terms and conditions that are acceptable to BUYER in BUYER'S sole and absolute discretion (the "Approvals"). If BUYER has failed to obtain the Approvals by November 30, 2019, Buyer shall have the option of extending the Permit Contingency Date up to twenty-four (24) months. In the event BUYER extends the Permit Contingency Date, BUYER shall have the right to extend the Closing Date for a like period of time SELLER shall fully cooperate with BUYER in all of BUYER'S permitting activities.

49 COOLIDGE LLC

By
SELLER


JONATHAN HALPERIN, MANAGER

420 HARVARD ASSOCIATES, LLC

By
BUYER


Victor Sheen, Manager