

**PURCHASE AND SALE AGREEMENT**

**1. PARTIES**

This *18* day of *December*, 2008 the Estate of **Rosalie Avila** with an address 5712 RFD, Long Grove, IL 60047 (the "SELLER"), agrees to sell and **SEB, LLC** (the "BUYER" or the "PURCHASER") agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraph 2 hereof:

**2. DESCRIPTION**

That certain parcel of land with the improvements thereon situated on the southeasterly side of Lexington Street in the Auburndale village of Newton Middlesex County located at 192 Lexington Street being Assessors Section 44 Block 35 Lot 20 comprising approximately 49,959 s.f. of land according to the Assessors Maps. Meaning and intending to describe all the property owned by Seller on Lexington Street in Newton. For Seller's title see deed recorded with the Middlesex County (Southern District) Registry of Deeds in Book 9309 Page 286 attached as Exhibit A, which describes a portion of the property being conveyed under this Agreement.

**3. APPURTENANCES**

The Premises to be conveyed shall include all other rights, easements, privileges, licenses or appurtenances benefiting, affecting or relating to the Premises and including without limitation all rights in any adjoining public or private ways now existing or hereafter laid out or constructed, any appurtenances held by SELLER in any adjoining property and any appurtenant rights benefiting the Premises.

**4. TITLE DEED**

The Property shall be conveyed by a good and sufficient quitclaim or fiduciary deed running to the BUYER or to the nominee or assignee designated by the BUYER, and said deed shall convey good and clear record and marketable title thereto free from encumbrances except:

- a. Provisions of existing building and zoning laws;
- b. Such taxes for the then current year as are not due and payable as of the date of the delivery of the deed;
- c. Any liens for municipal betterments assessed and recorded after the date of this Agreement;

SELLER'S title hereunder shall not be deemed good and marketable unless:

- i. Such title is marketable and insurable at standard rates by a recognized title insurance company licensed to do business in Massachusetts chosen by BUYER which shall insure the conveyed land as described in SELLER's deed to BUYER and each of the appurtenances to be conveyed pursuant to Paragraph 3 hereof without exceptions except as to matters permitted or waived under this Paragraph 4 and standard printed exceptions on the policy jacket and including survey insurance against "gaps and gores" and a so-called ALTA "comprehensive endorsement";
- ii. The BUYER's survey discloses no encroachments, including without limitation encroachments of structures, easements, or rights of way from adjacent properties onto the Property, encroachments from the Property onto adjacent property or gaps or gores between the parcels comprising the Property, provided that the BUYER acknowledges an existing storm drainage easement across the rear of the Property.
- iii. No person(s), commission or group has identified the Property or any portion thereof as eligible or qualified for inclusion in the National Register of Historic Places or in any local historic district.

**5. REGISTERED TITLE** In addition to the foregoing, if any portion of the Property shall be registered SELLER's deed to BUYER shall be in form sufficient to entitle the BUYER to a Certificate of Title, and the SELLER shall deliver with said deed all instruments, necessary to enable the BUYER to obtain such Certificate of Title.

**6. PURCHASE PRICE** The Purchase Price for the Property is Seven Hundred Fifteen Thousand and No/100 Dollars (\$715,000.00) of which:

\$	5,000.00	has been paid as a deposit as of the date
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hereof, receipt of which  
is acknowledged by  
Seller

\$ 710,000.00 will be paid at the time  
of Closing by certified  
or bank check, or by  
wired funds or  
conveyancing  
attorney's check

Total \$ 715,000.00

**7. DEPOSIT**

In recognition of the uncertain time necessary for BUYER to obtain requisite permits, approvals and financing for BUYER's proposed use, in the event the Closing is extended beyond December 1, ~~2009~~ BUYER shall, on or before December 1, 2009, and any December 1 occurring thereafter during the pendency of this Agreement pay to the Escrow Agent \$5,000.00 as additional deposit, and upon receipt of such additional deposit the Escrow Agent may release \$5,000.00 to the SELLER. Any amount released to the SELLER under this paragraph shall be non-refundable in the event the Deposit is otherwise refundable to the BUYER hereunder, but shall remain applicable to the Purchase Price.

The deposits referred to in Paragraph 6 shall be held by Rosenberg, Freedman & Goldstein of 246 Walnut Street Newton, MA as Escrow Agent and shall be accounted for at the delivery of the deed and applied against the Purchase Price. Seller has the option of collecting interest on the deposit, in which case Seller shall provide an IRS W-9 form and the deposit shall be held in an FDIC-insured interest bearing account and all interest shall be paid to Seller.

**8. TIME FOR  
PERFORMANCE**

Provided that this Agreement shall not sooner have been terminated under any clause of this Agreement allowing for such termination the deed is to be delivered (the "Closing") on a date established by the BUYER which is within 30 days after the Permit and Approvals Date established in Paragraph 22 hereof, and the date of Closing shall be established in a notice from BUYER to SELLER. The Deed shall be delivered at the office of Schlesinger and Buchbinder, LLP, 1200 Walnut Street, Newton, Massachusetts, 02461 or at the office of BUYER's mortgagee's counsel within 15 miles

from the City of Newton.

**9. POSSESSION AND  
CONDITION OF  
PREMISES**

Full possession of said Premises, free of all tenants and occupants and SELLER's personalty except as provided herein is to be delivered at the time of the delivery of the deed, said premises to be:

- a. in the same condition as they now are, reasonable wear and tear excepted, and
- b. in compliance with any instrument referred to in paragraph 4.
- c. subject to no liens or claims under G.L. c. 21E except as permitted under Paragraph 24.

**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, the SELLER shall use reasonable efforts to remove any defects in title, or deliver possession as provided herein, or make the Premises conform to the provisions hereof, as the case may be and the time for performance hereof shall be extended for such period as may be reasonably necessary but not more than ninety (90) days after notice of such defect for the SELLER to correct any such failure.

Notwithstanding anything contrary herein, Seller shall not be responsible for any liens or attachments placed on the Property by Buyer's contractors as a result of work performed on the Property; the cost of removal of such liens or attachments shall be solely Buyer's and the failure to remove such liens or attachments by Buyer shall not be a valid reason to terminate this Agreement nor perform under this Agreement.

**11. FAILURE TO  
PERFECT TITLE OR  
MAKE PREMISES  
CONFORM, ETC.**

If at the expiration of any such extended time the SELLER, shall have been unable to remove any defects in title, deliver possession, or make the Premises conform, as the case may be all as herein agreed then, in addition to such other remedies as the BUYER may have at law or in equity at the BUYER's sole option, except as provided in Paragraph 12, the deposits made under this Agreement shall be forthwith refunded and this Agreement shall be void without recourse to the parties.

**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 Premises in their then

condition and to pay therefor the purchase price without deduction except as provided in this paragraph, in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance of a Deed by the BUYER or its nominee, as the case shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER herein contained or expressed, except such as are, by the express terms hereof, to be performed after the delivery of the Deed.

**14. USE OF PURCHASE MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of the Closing use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that as to an institutional first mortgage written payoff letters are available from any institutional first mortgagee and that all instruments so procured from an institutional first mortgagee are recorded reasonably promptly after delivery of the Deed in the usual and customary manner and all other instruments are recorded simultaneously with the recording of said Deed.

**15. ADJUSTMENTS**

Any applicable municipal use charges, utility charges, assessments, and taxes for the then current year shall be apportioned as of the 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 Closing. The SELLER shall provide a final water and sewer bill at the Closing dated within 15 days of the Closing.

**16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding 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.

**17. BROKERAGE**

Each party represents that neither has engaged the services of a real estate broker in the consummation of this transaction. Each party indemnifies the other from and against all costs, loss and damage incurred by the other resulting from any other claim or right to a brokerage commission arising out of the failure of its representation. This provision shall survive delivery of the deed.

**18. TITLE  
INSURANCE**

At the Closing the SELLER shall execute usual and customary title insurance company affidavits in form and substance reasonably satisfactory to SELLER to the effect that there are no parties in possession affecting the Premises and that no work has been performed upon the Premises by or on behalf of SELLER which would entitle any person to a mechanic's or materialman's lien upon any portion of the Premises. The SELLER shall further provide BUYER with information sufficient for IRS form 1099 if required.

**19. ACCESS**

The SELLER hereby agrees that the BUYER and the BUYER's representatives, consultants, engineers and/or agents shall have the right of access to the Premises at all reasonable times from the date of this Agreement up to and including the Closing, all at the sole risk and responsibility of the BUYER, to conduct surveys, engineering, hazardous materials and other construction or development tests, or to inspect the Property. The SELLER acknowledges that the BUYER'S soils testing or other tests may require the digging of one or more borings or test pits on the Property, and surveys may cause usual and customary holes, clearing of sight lines, or digging. The BUYER agrees promptly to re-grade and restore reasonably (without the necessity of any replanting) the Property upon the taking of any borings or test pits and to undertake such tests using appropriate caution. Buyer agrees that Buyer's (including Buyer's contractors, employees and agents) access to the Property is done at Buyer's sole risk. Buyer shall indemnify and hold harmless Seller from any property damage and/or personal injury suffered by Buyer, or Buyer's contractors, employees and/or agents during such visits. In the event any liens or attachments are placed on the Property by Buyer's contractor or agent for work performed on the Property Buyer shall exercise best efforts to remove such liens or attachments and shall indemnify and hold harmless Seller from any costs and expense in removing such liens or attachments.

**20. BUYER'S  
DEFAULT**

In the event the BUYER shall default in the performance of the BUYER's obligations hereunder all deposits made by the BUYER and all interest earned thereon shall be retained by the SELLER as liquidated damages and shall constitute the SELLER's sole remedy at law or in equity.

**21. PLANS AND  
PERMITS**

SELLER agrees to cooperate with BUYER's filings for all of the Permits to the extent SELLER's cooperation or signature is required as owner of the Premises provided that such cooperation shall be at no expense to SELLER, and

SELLER agrees to assign to the BUYER at the Closing all of the SELLER's right, title and interest in such plans, surveys, engineering reports, licenses, permits and governmental or quasi-governmental licenses, approvals or orders as exist as of the date of the Closing affecting the Premises, if any, including without limitation SELLER's rights if any as owner of the Premises under any zoning or comprehensive permit, site approval for financing, site plan approval or variance, any Order of Conditions pursuant to the Wetlands Protection act, any applicable MEPA approval for the Property. All such zoning permits or comprehensive permits, site plan approvals, variances, Orders of Conditions, and other governmental or quasi-governmental licenses, permissions or authorizations usual, customary or necessary for development of BUYER's proposed project are referred to herein collectively as the Permits. In the event of default by Buyer, Seller shall not no obligation to make such assignments as provided herein.

In addition to the Permits BUYER, at Buyer's sole cost and expense, may seek certain governmental financing for BUYER's project including without limitation construction or permanent mortgage financing, subsidy financing, HOME financing, loans or grants from Community Preservation Act funds or other governmental or quasi governmental grants, loans or subsidies of whatever kind, nature and description, any of which may be sought in any combination in BUYER's sole discretion and all of which together are referred to herein collectively as the Approvals.

**22. PERMITS AND APPROVALS**

BUYER's obligations under this Agreement are subject to BUYER obtaining all of the Permits and all the Approvals final beyond appeal with no appeal being filed, or if any appeal shall be filed or any other delay whether by appeal or otherwise shall be imposed in the exercise of any of the Permits then such Permits shall be deemed not to have been granted until the appeal shall have been resolved by administrative proceeding or litigation as required in BUYER's sole judgment. Any Approval shall not be deemed to have been given unless it is exercisable on the date established for the Closing in the sole discretion of the BUYER. The configuration of BUYER's project, the number and type of dwelling units proposed and all other elements of the proposed project shall be determined in BUYER's sole discretion. In the event that any of the Permits or Approvals shall be refused by the issuing authority with or without reason, or if any of the Permits or

Approvals shall be issued on conditions which BUYER shall determine in BUYER's sole discretion to be inappropriate, burdensome, uneconomic or unsatisfactory to BUYER or if BUYER shall determine in BUYER's sole discretion that one or more of the Permits or Approvals is unlikely to be issued by the issuing authority or is likely to be issued only upon conditions which in BUYER's sole discretion are inappropriate, burdensome, uneconomic or unsatisfactory to BUYER then BUYER may by a notice to SELLER terminate this Agreement in which event the deposit made hereunder shall be returned to BUYER and the parties shall have no further obligations to each other hereunder.

BUYER shall be solely responsible for all costs of designing BUYER's project and obtaining the Permits and Approvals including but not limited to engineering fees, legal fees, consultant fees, filing fees, inspection fees, building permit fees and the like.

The date upon which BUYER shall have obtained all the Permits final beyond appeal or with all appeals having been resolved in favor of the BUYER and upon which date all the Permits shall be exercisable and all Approvals shall have been granted shall be referred to as the Permit and Approvals Date.

BUYER shall use good faith and best efforts in pursuing all necessary Permits and Approvals from the permitting authority(ies). SELLER shall have the right to obtain from time to time status reports and updates from BUYER regarding the Permits and Approvals.

Every 90 days from and after the date hereof the BUYER shall provide SELLER a report of BUYER's progress towards satisfaction of the conditions to sale. BUYER shall be deemed to be "in active process" if, within the 90 day period BUYER has either:

- (i) expended funds for survey, environmental, site review, architectural, traffic or other professional fees, or for applications for permits or financing; or has applied for a necessary permit, approval or license; or
- (ii) made application for any permit, approval or financing and taken steps towards achieving the



permit, approval or financing; or

- (iii) been engaged in any administrative appeal or litigation to obtain or defend any permit or approval necessary for the proposed project

In the event BUYER is unable to satisfy any of the above conditions for any ninety (90) day period then SELLER shall have the right by a notice to SELLER to require that within forty-five (45) days the BUYER either (x) undertake such actions as will make the BUYER compliant with (i), (ii) or (iii) above, or (y) take title to the Property for the purchase price set forth herein or (z) allow the SELLER to terminate this Agreement, and in the event the BUYER shall not either comply with either (x) or (y) herein then at the end of such forty-five (45) day period SELLER may terminate this Agreement at any time until BUYER shall come into compliance with (x) or (y) hereof, and upon such termination and all deposits held by the Escrow Agent hereunder shall be returned to BUYER, and any deposits paid to SELLER in accordance with this Agreement shall be retained by SELLER.

23.  
**REPRESENTATIONS  
AND WARRANTIES**

A. The BUYER's Representations and Warranties. The BUYER hereby represents and warrants that the following representations and warranties are true and accurate as of the date hereof and it shall be a condition to the SELLER's obligation to close that they be renewed by the BUYER on the date of the Closing as if made at such time and shall survive the Closing:

- (i) the BUYER is a duly organized legally existing Massachusetts limited liability company with full legal authority to enter into this transaction and to fulfill its obligations hereunder;
- (ii) The person executing this Agreement on behalf of BUYER is an authorized signatory of the BUYER and has been duly authorized by all necessary action of BUYER;
- (iii) the BUYER and the persons signing on its behalf have been authorized by all necessary persons to enter into and deliver this Agreement and carry out the transaction contemplated hereby. No person whose consent is required for BUYER's execution of this Agreement or for BUYER to fulfill its obligations hereunder is under any legal

disability.

B. The SELLER's Representations and Warranties: The SELLER hereby warrants and represents that the following representations and warranties are true and accurate as of the date hereof and it shall be a condition to BUYER's obligation to close that they be renewed by the SELLER on the date of the Closing as if made at such time and shall survive the Closing:

(i) The person executing this Agreement on behalf of SELLER is an authorized signatory of the SELLER;

(ii) No person whose consent is required for SELLER's execution of this Agreement or for SELLER to fulfill its obligations hereunder is under any legal disability.

(iii) neither the execution of this Agreement on nor the consummation of the transactions contemplated hereby will constitute a violation of or be in conflict with or constitute a default under any term or provision of any order, agreement or lease to which SELLER is a party;

(iv) SELLER is the owner of the Property subject to no claims of any person, rights of first refusal or rights of first or last offer that would adversely affect Seller's ability to consummate the transaction provided in this Agreement.

(v) The Property is subject to no leases, use licenses or occupancy agreements and on the date of Closing the Premises will be vacant;

(vi) There are no unpaid judgments, orders, or decrees of any kind against SELLER unpaid or unsatisfied of record, nor any legal action, suit or other legal or administrative proceeding pending before any court or administrative agency relating to the Property nor is SELLER aware of any threatened legal action, suit or other legal or administrative proceeding relating to the Property;

(vii) SELLER has not filed for bankruptcy nor is SELLER in the hands of a receiver; and there are no due but unpaid income, property or franchise taxes of SELLER which constitute a lien against the Property.

(viii) SELLER has no knowledge of any pending violation of any law, municipal or other governmental ordinances, affecting the Property, or any part thereof, nor is SELLER aware of any facts which might result in such a violation;

(x) SELLER has no knowledge of pending or contemplated condemnation proceedings affecting the Property, or any part thereof. SELLER has not made any commitment to any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or any subdivision thereof having jurisdiction over the Property or the use or improvement thereof ("Governmental Authority") or to any third party to dedicate or grant any portion of the Property for any public purposes or to impose any restrictions on the Premises;

(xi) SELLER has received no notice that the Property violates any environmental statutes, orders, directives or requirements applicable to the Property;

(xii) To the best of SELLER's knowledge the Property has not been the site of a release or threat of release of oil or hazardous materials within the meaning of G.L. c. 21E;

(ix) There are no mechanics' liens against the Property; no claims for labor, services, profit or material furnished for constructing, repairing or improving the same, nor does SELLER anticipate any such claims;

**24. HAZARDOUS MATERIALS**

(a) SELLER represents that the reports listed on Exhibit B, if any, are the only environmental reports known to SELLER relative to the Property.

(b) BUYER agrees that BUYER shall at BUYER's expense except as provided herein undertake investigations of the environmental condition of the Property including without limitation a so-called Phase I site investigation and including also in BUYER's sole discretion a so-called Phase II site investigation including without limitation soil and groundwater testing, and BUYER shall engage a licensed site professional ("BUYER's LSP") to review data obtained from the Phase I and (if applicable) Phase II investigation plus such other investigation as BUYER's LSP shall deem to

be prudent under the circumstances.

(c) In the event SELLER's investigations recommended by BUYER's LSP determine that there has been a release or threat of release of oil or hazardous materials at the Property which require filings and remediation pursuant to the Massachusetts Contingency Plan 310 CMR 40.00 et seq. such filings and remediation shall be undertaken by SELLER at SELLER's expense in order that BUYER may acquire the Property free and clear of obligations under G.L. c. 21E or 310 CMR 40.00 et seq.

(d) BUYER agrees to obtain one or more estimates of the costs of filings and remediation recommended by BUYER's LSP ("Estimated Remediation Costs") including:

- (i) Estimated costs of professional services of BUYER's LSP for outlining the scope of services, review of test results, drafting the scope of remediation and creation of all usual, customary and necessary filings under 310 CMR 40.00;
- (ii) costs of testing, retesting and confirmation of results;
- (iii) costs of remediation to contractors, testing agencies and permits

(g) At the Closing and provided that the SELLER shall not have undertaken the required remediation fully in accordance with 310 CMR 40.00 including the filing of a final Response Action Outcome with a Class A-1 outcome or a Class A-2 outcome (provided that any required activity and use limitation shall not in BUYER's sole judgment adversely impact BUYER's proposed project) there shall be taken from the SELLER's sale proceeds an amount equal to 1.5 x the Remediation Costs for the purpose of paying the Estimated Remediation Costs. The withheld amount shall be deposited with Escrow Agent.

(h) After the Closing the BUYER shall undertake remediation of the Property in accordance with the recommendations of BUYER's LSP and the cost estimates received for such remediation. Escrow Agent may pay from the escrowed funds all Remediation Costs incurred by the BUYER through and including the filing of a final Response Action Outcome (RAO) report under 310 CMR 40.00 et seq. Any funds remaining in the escrow account after the earlier

of (i) the filing of an RAO by BUYER's LSP or (ii) two years after the date of Closing shall be paid to SELLER.

(i) Escrow Agent shall not be liable to BUYER or to SELLER for any judgment made or for any other actions taken except for its willful default, and BUYER and SELLER each indemnify and hold the Escrow Agent harmless from any claim by the other except in the event of willful default of the Escrow Agent. The Escrow Agent shall have the right to rely on the accuracy and completeness of invoices or other proofs of expenditure of Remediation Costs. Nothing herein shall prevent officers or employees of the Escrow Agent from serving as counsel to the BUYER. Reasonable fees of the Escrow Agent for its services shall be paid equally by the BUYER and the SELLER, the SELLER's share of such fees to be paid from the escrow amount.

**25 BUYER'S  
MORTGAGE  
CONTINGENCY**

BUYER or BUYER's nominee or assignee shall apply for one or more loans or grants to finance acquisition of the Premises and development of the BUYER's project as a mixed income housing development as defined by applicable governmental statutes and regulations. In the event that a commitment or commitments for such financing or grants exercisable on the date of Closing and containing no conditions other than conditions satisfactory to BUYER cannot be obtained by BUYER effective as of the date of Closing then BUYER may terminate this Agreement by a notice to SELLER prior to the Closing, and in such event the SELLER shall retain all deposits made hereunder to the extent not previously released under Paragraph 24 and the parties shall have no further obligations to each other hereunder.

**26. SELLER'S RIGHT  
TO TERMINATE**

SELLER's obligations under this Agreement are subject to SELLER obtaining a license to sell under the Will of Rosalie Avila. SELLER agrees to apply promptly for such a license to sell, and SELLER may terminate this Agreement by no later than February 1, 2009 if SELLER shall fail to obtain such a license. The heirs at law of Rosalie Avila join this Agreement as parties hereto.

**27. BUYER'S RIGHT  
TO TERMINATE**

Notwithstanding any other provision hereof the BUYER shall have the right to terminate this Agreement at any time prior to the Permits and Approvals Date with or without cause by written notice to SELLER, and in the event of such termination the SELLER shall retain the deposit paid and interest earned hereunder to the extent not previously

disbursed under Paragraph 24, and at SELLER's option BUYER shall deliver to SELLER all reports, test results or other environmental information or documents obtained by BUYER prior to termination of this Agreement.

**28. ASSIGNMENT**

The BUYER may assign this Agreement to any affiliated corporation, partnership, limited liability company or other entity controlled by the BUYER or of which the BUYER is a general partner or manager, and upon such assignment the Buyer shall remain liable for the performance of the BUYER's obligations hereunder.

**29. CAPTIONS**

The captions herein 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.

**30. NOTICES**

Notices hereunder shall be deemed properly sent three days after posting if mailed, certified United States Mail, return receipt requested, postage prepaid, or on the date of delivery if delivered by courier (including overnight courier service) or served in hand to the BUYER at the address set forth herein, with a copy to Alan J. Schlesinger, Schlesinger and Buchbinder LLP, 1200 Walnut Street, Newton, Massachusetts 02461 and to the SELLER at its address first set forth herein with a copy to Jason A. Rosenberg, Esq. Rosenberg Freedman & Goldstein 246 Walnut Street Newton, MA 2460 or by facsimile to SELLER at c/o Jason A. Rosenberg fax # (617) 964-4025 or to BUYER at c/o Alan J. Schlesinger fax # (617) 965-6824.

**31. TITLE STANDARDS**

In matters respecting title to the Premises, standards of the Massachusetts Real Estate Bar Association shall be determinative.

**32. MISCELLANEOUS**

Construction of Agreement: This Agreement, executed in multiple counterparts, 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. 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.

Severability: In the event that any provision of this Agreement shall be deemed to be unenforceable for any

reason the remaining portions of this Agreement shall be enforced in accordance with their terms, and this Agreement shall not be deemed to be terminated or unenforceable on account of invalidity of any particular provision.

Counterpart Execution: This Agreement may be executed in counterpart originals each of which together shall be deemed a single instrument.

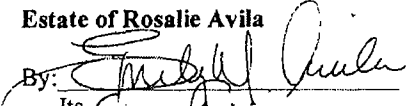
Executed this date first set forth above.

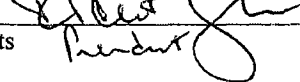
**SELLER**

**BUYER**

**Estate of Rosalie Avila**

**SEB, LLC**

By:   
Its *Executive*  
**Heirs of Rosalie Avila**

By:   
Its *President*