

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

This 22 day of Sept 2009.

1. PARTIES AND MAILING ADDRESSES **Paula Chesbrough**, presently of 11 Regina Road, Newton, MA 02466 (hereinafter referred to as the "SELLER") agrees to sell and **Citizens For Affordable Housing In Newton Development Organization, Inc. d/b/a CAN-DO, a Massachusetts 1075 Washington Street, West Newton, MA 02465** having a mailing address of 1075 Washington Street, Newton, MA 02465 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION The land and the buildings thereon known and numbered as **2148-2150 Commonwealth Avenue, Newton, MA**, as more particularly described in the deed recorded with the Middlesex South Registry of Deeds, in **Book 25027, Page 084**, and Notice of Voluntary Withdrawal recorded with said Deeds at **Book 45352, Page 378** (hereinafter referred to as the "Premises").
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, built in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and refrigerator in second floor unit all BUILT IN appliances, air conditioning equipment, ventilator, dishwasher; but **excluding** refrigerator in first floor unit, window air conditioning units and window treatments in the first floor (rods, blinds, etc).
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 (7) 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 fiscal 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, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises.
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 to said Premises.
7. PURCHASE PRICE The agreed to purchase price for said Premises is **Six Hundred Sixty Six Thousand Three Hundred and 00/100 (\$666,300.00) Dollars**, of which

\$	1,000.00	having previously been paid to bind the "Offer to Purchase"
\$	9,000.00	have been paid as a deposit this day and
\$	656,300.00	are to be paid at the time of the delivery of the deed in good funds via wire transfer.
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\$	666,300.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING") Such deed is to be delivered at **9:00 o'clock AM. on the 16th day of November, 2009**, at the Middlesex South Registry of Deeds or, upon at least one (1) day prior written notice to the SELLER, at the office of counsel for BUYER's lender, unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be extended pursuant to the terms of this Agreement). **It is agreed that time is of 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 were at the time of BUYER's inspection, reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws (except with respect to any improvements validly nonconforming in accordance therewith), and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The BUYER shall be entitled to personally enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.
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, as the case may be, the Closing shall be extended until the first to occur of the following: (a) the date BUYER's mortgage commitment expires and is not adversely affected at no additional cost to BUYER, or (b) for a period of up to thirty (30) calendar days. The SELLER shall not be obligated to expend more than \$2,500.00, inclusive of attorney's fees but exclusive of voluntary monetary liens, pursuant to this Paragraph.
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 further recourse to the Parties hereto.
2. 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 Paragraph, 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 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 only with respect to title, the 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 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.
5. INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

Type of Insurance
(a) Fire and Extended Coverage

Amount of Coverage
*\$ as presently insured

Risk of loss shall remain with SELLER until delivery and acceptance of the Deed.

16. ADJUSTMENTS Water and sewer use charges and taxes for the then current fiscal year in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing day 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 in the total amount of **\$30,001.50** is due from the SELLER to **Hammond Residential Real Estate ("Hammond")** and **William Raveis Real Estate and Home Services ("Raveis")** the Broker(s) herein, to be divided as follows: **\$13,326.00** to **Hammond** and **\$16,675.50** to **Raveis**, only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise.
19. BROKER(S) WARRANTY The Brokers named herein warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by **Hammond** 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 shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER'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. See Paragraph 38 of the Rider for additional provisions.
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 Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree 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, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agents: **NONE**;
26. MORTGAGE CONTINGENCY CLAUSE In order to help finance the acquisition of said Premises, the BUYER shall promptly apply for a mortgage loan from a conventional bank or other institutional mortgage lender of not more than **\$660,000.00** payable in not less than thirty (30) years at interest rates and on terms and conditions currently prevailing in the Greater Boston area for the purchase of an owner occupied single family dwelling. If the BUYER, having made such application and prosecuting same in good faith with all due diligence, fails to obtain a commitment (subject only to conditions which can be reasonably met by BUYER) for such a loan by **October 20, 2009**, the BUYER may terminate this Agreement by written notice (as described below) to the SELLER prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before **September 29, 2009**. BUYER shall not be obligated to apply to more than one (1) lending institution pursuant to this Paragraph.

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 may rely upon facsimile copies of such written 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 (i.e. BUYER herein) 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 fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

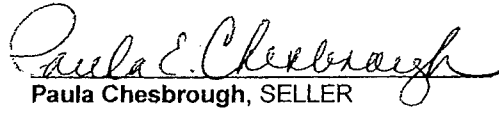
The executed "Rider", attached hereto, is incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider 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.

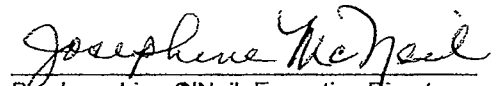
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SELLER


Paula Chesbrough, SELLER

BUYER

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON
DEVELOPMENT ORGANIZATION, INC. d/b/a CAN-DO, A
MASSACHUSETTS NON PROFIT CORPORATION


By: Josephine O'Neil, Executive Director
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RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN

Paula Chesbrough ("SELLER")

AND

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT
ORGANIZATION, INC. d/b/a CAN-DO, a Massachusetts non profit corporation ("BUYER")

31. All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

If to SELLER:

Joshua T. Ribner, Esquire
Yitz Magence, Esquire
Gilmartin, Magence & Ross LLP
305 Washington Street
Newton, MA 02458
Telephone: 617-964-4300
Fax: 617-964-4321
E-mail: jribner@gmr-law.com

and

If to BUYER:

Russell K. Dunning, Esquire
Posternak Blankstein & Lund LLP
The Prudential Tower
800 Boylston Street
Boston, MA 02199
Telephone: 617-973-6122
Fax: 617-722-4918
E-mail: rdunning@pbl.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. Notices given in the foregoing manner to counsel for the party being notified shall be sufficient for all purposes hereunder.

32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" dated September 15, 2009 ("Offer"), are hereby superceded, 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 contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, at reasonable times to the said Premises. Said right of access shall be exercised only in the presence of SELLER, or the SELLER's Broker named herein, and only after reasonable prior notice to the SELLER and with SELLER's prior consent. Such consent may be conditioned so as to minimize, to the greatest extent possible, interference with SELLER's or the SELLER's tenants use, occupancy and enjoyment of the Premises. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorneys fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the Deed hereunder, or termination of this Agreement.
34. BUYER represents and agrees that BUYER has been provided ample opportunity to conduct any and all inspections of the Premises desired by the BUYER, including, without limitation, mechanical, structural, utility systems, pest, 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" (as of the time of BUYER's inspection), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents regarding the Premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. 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 further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this

acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

35. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, the BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any such obligations, and acknowledges that no representations have been made by the SELLER concerning the presence or absence of lead-based materials. 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. BUYER acknowledges 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. BUYER acknowledges that, given the age of the Premises, it is highly likely that they contain lead-based materials. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil surrounding the Premises. A copy of the Property Transfer Notification Certification was signed by the BUYER at the time of the Offer. The terms of said Certification shall survive the delivery of the Deed hereunder. The provisions of this Paragraph shall survive the Closing and 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 the Closing and delivery of the Deed hereunder.
37. All deposits referred to in Paragraph Twenty (20) are to be held in an FDIC insured interest-bearing escrow account and any interest is to be accounted for and allocated equally between the BUYER and SELLER at Closing; provided, however, that if the SELLER shall retain the deposit under the provisions of Paragraph Twenty-One (21), then the entire amount of the interest earned will be the property of the SELLER, and, if the deposit is returned to the BUYER under the provisions of this Agreement, then the entire amount of interest earned shall be the property of the BUYER.
38. Paragraph 21 continued, the Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
39. Paragraph Ten (10) continued: BUYER shall use reasonable efforts to extend said commitment as necessary, provided such extension is at no additional cost to BUYER. SELLER shall have the option (but is not obligated) to pay the costs of extending BUYER's commitment, in which event, the commitment shall be deemed to remain in force for purposes of this Paragraph.
40. SELLER shall execute, upon request, 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 customary for a residential closing in the Greater Boston area as may reasonably be required by BUYER's lender or its attorney, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) 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 whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit; and (f) 1099 reporting form.
41. BUYER acknowledges that BUYER's obligations hereunder are not conditioned or contingent upon the sale or refinance by BUYER of any other property (real, personal or otherwise) and any such condition contained in BUYER's mortgage loan commitment shall not be cause for BUYER to terminate this Agreement.
42. Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of the delivery of the deed hereunder, the Premises shall be broom-swept and clean and free of all SELLER's possessions (except for those items being conveyed with the Premises as provided in this Agreement) and all appliances and systems shall be in the same working order at the Closing as they were at the time of BUYER's inspection, reasonable wear and tear excepted.

43. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at substantially the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement.
44. At the Closing, SELLER shall assign to BUYER (non-recourse to SELLER), if assignable at no additional cost or liability to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. After recording of the deed and the release of SELLER's proceeds, SELLER will also provide BUYER with all keys, automatic garage door openers, if any, and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the Deed. It is understood that SELLER will provide the manuals and other documentation as an accommodation to BUYER, and it is not a condition of Closing.
45. SELLER represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with the I.R.C. Section 1445(b)(2) and the regulations thereunder.
46. This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this Paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to the SELLER with interest thereon and shall become the SELLER's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of the BUYER's rights under Paragraph Four (4) to designate a nominee to take title.
47. SELLER represents that the Premises are connected to, and served by, municipal water and sewer.
48. For purposes of this Agreement, facsimile signatures shall be construed as original.
49. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.
50. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
- (a) All buildings, structures and improvements on the Premises, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within an easement area benefiting the Premises, and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;
 - (b) No buildings, structures or improvements of any kind encroaches upon, over or under the Premises from other premises unless it is pursuant to and within an easement area benefiting said other premises granted from the Premises;
 - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy; and
 - (d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way with record access to a public way.
51. The SELLER represents the following only as to the SELLER's actual knowledge and without conducting any independent investigation or inquiry:
- (a) SELLER has no knowledge that there are any underground oil storage tanks located on the Premises;
 - (b) other than reasonable quantities of normal household products, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (c) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises;
 - (d) SELLER has no knowledge of any pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement;

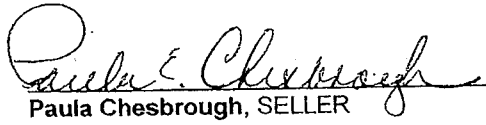
- (e) as of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (f) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises.

- 52. All of SELLER's representations under this Agreement 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.
- 53. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
- 54. By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.
- 55. The submission of a draft of this Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of an offer to buy the within Premises. It is understood and agreed that neither the BUYER nor the SELLER shall be legally obligated with respect to the purchase and sale of the within Premises unless or until this Agreement has been executed by both the BUYER and the SELLER and a fully executed copy thereof has been delivered to both Parties.

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.

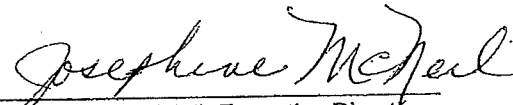
[remainder of page intentionally left blank; signature page to follow]

SELLER


Paula Chesbrough, SELLER

BUYER

CITIZENS FOR AFFORDABLE HOUSING IN
NEWTON DEVELOPMENT ORGANIZATION, INC.
d/b/a CAN-DO, a Massachusetts non profit corporation


By: Josephine O'Neil, Executive Director
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ADDENDUM

SELLER represents, to SELLER's actual knowledge, that the following are the names, telephone numbers and account numbers of any entity which, as of the date of this Agreement, holds a mortgage or other security interest in the Premises. This Addendum shall constitute SELLER's authorization to each entity named below to furnish loan payoff information to BUYER's lender's counsel.

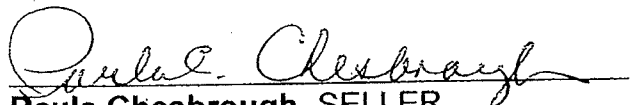
The SELLER hereby authorizes the mortgagee(s), upon receipt of the payoff funds, to close the account and forward a discharge (or partial release) of the mortgage in accordance with the instructions provided with the payoff check.

MORTGAGES	1st MORTGAGE	2nd MORTGAGE	3rd MORTGAGE
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Name of Lender

Telephone No.

Account/Loan No.


Paula Chesbrough, SELLER

SELLER