PURCHASE AND SALE AGREEMENT

THIS **PURCHASE AND SALE AGREEMENT** (*"Agreement"*) is made as of March 15, 2013 ("Effective Date") by and between Hospice of the Good Shepherd, Incorporated, a Massachusetts non-profit corporation (*"Seller"*), and Metro West Collaborative Development, Inc., a Massachusetts non-profit corporation (*"Buyer"*).

1. *Purchase and Sale.* Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the following real and personal property (collectively, the *"Property"*):

1.1 All that certain land located in Newton, Massachusetts, more particularly described in Exhibit A hereto, together with all privileges, rights, easements and appurtenances belonging to such land, and all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to such land (the *"Land"*);

1.2 The building (the *"Building"*), known and numbered as 2042-2044 Beacon Street, Newton, Massachusetts containing approximately 6,606 square feet, together with all other improvements located on the Land (the Building and such improvements being hereinafter collectively referred to as the *"Improvements,"* and the Land and the Improvements being hereinafter collectively referred to as the *"Property"*);

1.3 The Seller shall remove all items of personal property from the Property by the Closing and deliver to the Buyer the Building in broom-clean condition;

2. *Purchase Price.* The purchase price for the Property (the *"Purchase Price"*) shall be Nine Hundred Thousand and 00/100 Dollars ($ 900,000.00), which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer as follows:

2.1 *Deposit.* Buyer has delivered to Saint James Real Estate Advisors, LLC ("Broker") a cash deposit in the amount of One Thousand and 00/100 Dollars ($1,000.00) (the *"Offer Deposit"*). Concurrently with the execution and delivery of this Agreement by Buyer, Buyer shall deliver to Broker, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash deposit in the amount of Nineteen Thousand and 00/100 Dollars ($19,000.00) (together with the Offer Deposit and the Permitting Deposit (defined below) the *"Deposit"*). The Deposit shall be held and distributed as follows:

2.1.1 The Deposit shall be held by Broker in an interest bearing account approved in writing by Buyer; provided, however, that until such written approval and a signed IRS form W-9 is received by the Broker from Buyer, the Deposit will not be placed into such interest bearing account. All interest earned on the Deposit shall be deemed to be part of the Deposit and shall accrue to the benefit of Buyer except to the extent the Deposit becomes payable to Seller pursuant to Paragraph 10.1, below, in which event the interest earned on the Deposit shall accrue to the benefit of the Seller.

2.1.2 If the Closing takes place in accordance with the terms and conditions of this Agreement, the Broker shall deliver and pay the Deposit to Seller on the Closing Date, and the amount so delivered shall be credited to Buyer against the Purchase Price due Seller in accordance with the terms and conditions of this Agreement.

2.1.3 If this Agreement is terminated by Buyer in accordance with the terms and conditions of this Agreement prior to the expiration of the Inspection Period (defined below) or the Permitting Period (defined below), then the Broker shall promptly deliver the Deposit to Buyer.

2.1.4 If this Agreement is terminated by Buyer in accordance with the terms and conditions of Paragraph 4 of this Agreement, then the Broker shall deliver the Deposit to Buyer promptly in accordance with the provisions of this Agreement.

2.1.5 If the Closing does not take place under this Agreement by reason of the failure of either party to comply with its obligations hereunder, the Broker shall promptly deliver the Deposit to the party entitled thereto in accordance with the provisions of this Agreement.

2.1.6 Except for a demand made by Buyer pursuant to a termination of this Agreement by Buyer prior to the expiration of the Inspection Period, upon receipt of a written demand from Seller or Buyer claiming the Deposit, the Broker shall promptly forward written notice of Broker's receipt of such demand together with a copy thereof to the other party hereto. Unless such other party, within ten (10) days after actual receipt of such notice, notifies the Broker in writing of any objection to such requested delivery of the Deposit, the Broker shall deliver the Deposit to the party demanding the same and thereupon shall be released and discharged from any further duty or obligation hereunder by all parties hereto. Notwithstanding anything to the contrary contained herein, the Broker shall not deliver the Deposit pursuant to any such demand for the same unless and until the Broker has received

confirmation that the party not making the demand for the Deposit has actually received notice of said demand and that the time for responding to said demand has passed.

2.2 *Payment at Closing*. At the consummation of the transaction contemplated hereby (the *"Closing"*), Buyer shall deliver to the Seller cash in an amount equal to the Purchase Price less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, or by certified check, transferred to the order or account of Seller or such other person as Seller may designate in writing, for receipt by the bank designated by Seller not later than 24 hours from the recordation of the deed from Seller to Buyer.

3. *Broker as Escrow Agent*. The Broker shall hold the Deposit as escrow agent in accordance with the terms and provisions of this Agreement, subject to the following:

3.1 *Obligations*. The Broker undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Broker.

3.2 *Reliance*. The Broker may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instrument in connection with the provisions of this Agreement has been duly authorized to do so. The Broker shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same.

3.3 *Indemnification*. Unless the Broker discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Buyer shall indemnify the Broker and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as escrow agent under this Agreement; and in such connection Seller and Buyer shall indemnify the Broker against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

3.4 *Disputes*. If the parties (including the Broker) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by the Broker, or the application of the Deposit, the Broker shall have the right to hold

the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, the Broker may, but shall not be required to, file an action in interpleader to resolve the disagreement. The Broker shall be indemnified for all costs and reasonable attorneys' fees in its capacity as escrow agent hereunder in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

3.5 *Counsel.* The Broker may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. The Broker shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

4. *Buyer's Due Diligence Inspection and Termination Rights; "As Is" Sale*

4.1 *Inspection of Property.* Buyer and its appointed agents or independent contractors shall, at all reasonable times prior to the Closing Date, have the privilege of going upon the Property to, at Buyer's sole cost and expense, inspect, examine, test, appraise, and survey the Property, including, but not limited to, investigations of the physical condition thereof and to determine the status of the Land and the Improvements with respect to geotechnical matters and Hazardous Materials (defined below) and compliance with applicable environmental laws; provided, however, that Buyer shall not perform any sampling or testing of environmental media at the Property until Seller has approved the scope of Buyer's sampling and testing. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work (and, if requested by Seller, a copy of any Phase I Environment report previously obtained by Buyer), for Seller's review and approval. If Seller disapproves such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed, but only to the extent approved by Seller. Buyer shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of Buyer or its agents on the Property and to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by Buyer or its appointed agents or independent contractors or any acts performed in exercising Buyer's rights under this Paragraph 4.1 (including without limitation, any rights or claims of materialmen or

mechanics to liens on the Property, but excluding matters merely discovered by, and not caused by, Buyer, its agents or contractors).

4.2 *Inspection of Documents*. The right of inspection described in Paragraph 4.1 above shall extend to, and include, the right to examine, and Seller agrees to make available at Seller's office, all of Seller's records with respect to the Property, including, without limitation, the plans and specifications, the engineering reports, the feasibility studies, the licenses, the warranties, surveys, and any information Seller may have regarding the zoning status of the Property (the documents described herein referred to as the *"Due Diligence Documents"*).

4.3 *Termination for Inspection*. The term "Inspection Period," as used herein, shall mean the period ending at 5:00 P.M. Eastern Daylight or Standard (as applicable) Time on a date which is sixty (60) days from the Effective Date. Buyer may terminate this Agreement in its sole discretion by giving written notice of such election to Seller prior to the end of the Inspection Period, in which event (i) the Deposit shall be returned promptly to Buyer, and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 4.3, and this Agreement shall continue in full force and effect.

4.4 *Title and Survey Matters*.

4.4.1 Buyer shall promptly at its sole cost and expense obtain a title commitment (*"Title Commitment"*) from the Title Company and a survey (*"Survey"*) of the Property. Buyer shall have until the end of the Inspection Period to give written notice to Seller of any objections with respect thereto (*"Buyer's Title Objection Notice"*), indicating in reasonable detail the nature and reasons for Buyer's objections and including with such notice a copy of the Title Commitment and Survey, together with copies of any documents containing matters objected to in such notice. Failure to give such notice shall constitute Buyer's approval of (i) all title and survey matters disclosed in the existing title policy, survey and other title materials, if any, with respect to the Property delivered by Seller to Buyer, and (ii) all matters set forth in the Title Commitment and the Survey.

4.4.2 Seller shall have the right, but not the obligation, to attempt to cure any objections set forth in Buyer's Title Objection Notice. Seller shall notify Buyer within five (5) business days after receipt of Buyer's Title Objection Notice (*"Seller's Title Objection Response Period"*) whether Seller agrees to attempt to cure any objections set forth in Buyer's Title Objection Notice. If Seller so agrees to

attempt to cure any objections, then Seller shall have a period of up to thirty (30) days after the end of the Inspection Period (*"Title Cure Period"*) in order to effectuate such cure. If the Closing Date is scheduled to occur prior to the end of the Title Cure Period, then, upon written notice from Seller to Buyer delivered not less than three (3) business days prior to the then scheduled Closing Date, the Closing Date shall be extended until a date not later than three (3) business days after the end of the Title Cure Period in order for Seller to continue to effectuate such cure.

4.4.3 If Seller fails to give notice to Buyer prior to the expiration of Seller's Title Objection Response Period that Seller will attempt to cure all objections set forth in Buyer's Title Objection Notice, Buyer may, within five (5) business days after the expiration of Seller's Title Objection Response Period, terminate this Agreement by written notice to Seller, in which event (i) the Deposit shall be returned promptly to Buyer, and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement within said five (5) business days after the expiration of Seller's Title Objection Response Period, Buyer shall be deemed to have waived its objections set forth in Buyer's Title Objection Notice that Seller has not agreed in writing to attempt to cure, and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

4.4.4 In the event Seller gives timely notice to Buyer that Seller will attempt to cure any objections set forth in Buyer's Title Objection Notice, and if this Agreement is not terminated pursuant to Paragraph 4.4.3 above, Seller shall use commercially reasonable efforts to cure such objections and deliver evidence of such cure satisfactory to the Title Company and Buyer within the Title Cure Period, but in no event shall Seller be required to expend more than a maximum amount $4,500.00 in the aggregate to effectuate the cure of all such objections (excluding Monetary Liens (defined below), as to which such maximum amount shall not apply). If despite Seller's commercially reasonable efforts Seller fails to cure all such matters within the Title Cure Period, Buyer's sole right with respect thereto shall be to terminate this Agreement within two (2) business days after the expiration of the Title Cure Period, in which event (i) the Deposit shall be returned promptly to Buyer; and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived its objections and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

4.4.5 Notwithstanding the foregoing, Seller agrees to cure at or prior to the Closing all "Monetary Liens" at Seller's sole cost and expense. As used here in, *"Monetary Lien"* means any security deed, mortgage, lien, security interest, monetary judgment, past due taxes or assessments or similar monetary encumbrance upon the Property created by Seller or placed on the Property by Seller's actions or inaction. A Monetary Lien shall be deemed cured by Seller if such Monetary Lien is released, satisfied or canceled of record at or prior to the Closing at no additional cost to Buyer, provided, however, that as to any institutional mortgage, the lien of such mortgage shall be deemed satisfactorily released if written confirmation is received from the mortgagee stating the amount to be delivered at the Closing to discharge such mortgage, in form and substance satisfactory to the Title Company to remove such mortgage from the list of encumbrances in Buyer's title insurance policy upon payment of such amount to said mortgagee out of Seller's proceeds at the Closing.

4.4.6 If Buyer does not terminate this Agreement pursuant to this Paragraph 4.4, the following matters shall be deemed accepted by Buyer and shall be referred to herein as *"Permitted Encumbrances"*:

4.4.6.1 All matters disclosed in the existing title policy, survey and other title materials, if any, delivered by Seller to Buyer and all matters disclosed in the Title Commitment and the Survey to which Buyer does not object or which Buyer is deemed to have accepted pursuant to the terms and conditions of this Paragraph 4.4, other than Monetary Liens;

4.4.6.2 any liens for such taxes for the then current year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and

4.4.6.3 the provisions of any building, zoning, subdivision, and similar laws applicable to the Property.

4.5 *"As Is" Sale*. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

4.6 *Permitting Period.* The term "Permitting Period" as used herein, shall mean the period ending at 5:00 P.M. Eastern Daylight or Standard (as applicable) Time on June 12, 2013. Buyer shall submit a pre-application for funding to the Newton Housing Partnership for funding and zoning approval within five (5) business days of the Effective Date. If Buyer has not received approval from the Newton Housing Partnership prior to the end of the Permitting Period, Buyer may terminate this Agreement by giving written notice of such election to, in which event (i) the Deposit shall be returned promptly to Buyer, and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 4.6, and this Agreement shall continue in full force and effect.

4.7 Buyer acknowledges and agrees that upon closing Seller shall deliver the premises free of all tenants, lessees and occupants and free of all items of personal property and in broom-clean condition and sell and convey to Buyer and Buyer shall accept the Property "*as is, where is, with all faults*" except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the Property or relating thereto (including specifically, without limitation, any prospectus distributed with respect to the Property) made or furnished by Seller, the managers of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Buyer also acknowledges that the purchase price reflects and takes into account that the Property is being sold "as-is." Buyer represents to Seller that Buyer has conducted, or will conduct prior to closing, such investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties, and covenants of Seller as are expressly set forth in this Agreement. Upon closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or

character, *known or unknown*, which Buyer might have asserted or alleged against Seller (and Seller's officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.

The provisions of this paragraph shall survive closing or any termination of this agreement.

4.8 *Buyer's Waiver and Release of Seller as to Certain Actions after Closing.* Buyer agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Property or emanating therefrom, Buyer waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Buyer agrees that it shall not (i) implead the Seller, (ii) bring a contribution action or similar action against the Seller or (iii) attempt in any way to hold the Seller responsible with respect to any such matter. The provisions of this Paragraph 4.9 shall survive the Closing. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to, any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quanti-tated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by law, governmental rules or regulations (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

5. *Seller's Covenants Regarding Operation of Property.* From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

5.1 *Further Encumbrances.* Seller will not grant or purport to create in favor of any third party any interest in the Property or any part thereof or further encumber the Property without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed prior to the end of the Inspection Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Inspection Period.

5.2 *Other Agreements*. Seller will not enter into any maintenance, management, or other service contracts relating to the Property without the prior written approval of Buyer, which approval shall not be un reasonably withheld, conditioned or delayed prior to the end of the Inspection Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Inspection Period. Seller will terminate as of the Closing any existing property management agreements for the Property.

5.3 *Insurance*. Seller will continue to maintain in full force and effect all insurance as presently carried by Seller, and, if not already maintained, shall cause the fire and extended coverage insurance relating to the Property to be maintained in an amount not less than full replacement cost of the Property.

5.4 *Violations of Law*. Seller will promptly notify Buyer in writing of any violation of any law, regulation, ordinance, order, or other requirement of any governmental authority having jurisdiction over or affecting the Property, or any part thereof, of which Seller receives written notice.

5.5 *Structural Modifications*. Seller will not permit any structural modifications or additions to the Property (except to the extent required or by applicable law, as to which Seller shall give Buyer prior written notice), without the prior written consent of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed prior to the end of the Inspection Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Inspection Period.

5.6 *Operation of Property*. Seller shall continue to maintain, operate and manage the Property in the same manner that Seller has heretofore maintained and operated the Property.

6. *Casualty and Condemnation.*

6.1 *Casualty*. If prior to the Closing any portion of the Property (i) is damaged or destroyed by fire or other casualty, which damage is reasonably estimated to cost in excess of $50,000.00 to repair, then Buyer shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, in which case the Deposit shall be returned promptly; or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect, and the purchase contemplated herein shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in

and to any insurance proceeds paid or payable in connection with such damage or destruction, and Buyer shall receive a credit at Closing against the Purchase Price for the deductible amount of any such insurance.

6.2 *Condemnation.* If prior to the Closing any portion of the Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, which either (A) affects any portion of the Building, parking area or access driveways on the Property, or (B) is reasonably estimated to cost in excess of $50,000.00 for restoration and repair of the remaining Property, then Buyer shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, in which case the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder; or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any awards paid or payable in connection with such taking.

7. *Conditions Precedent to Buyer's Obligations.*

7.1 Buyer's obligation to purchase the Property at the Closing hereunder is expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

7.1.1 *Accuracy of Representations.* All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.1.2 *Performance.* Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

7.1.3 *No Material Adverse Change.* There shall have been no material adverse change in the physical condition of the Propertyor the

laws, rules and regulations governing the use or development of the Property between the expiration of the Inspection Period and the Closing.

7.1.4 *Condition of Title.* No new encumbrances or exceptions to title have been recorded pertaining to the Property between the date of the Title Commitment and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the Title Company is prepared to issue at the Closing an owner's policy of title insurance at commercially customary rates, subject only to the Permitted Encumbrances.

7.2 *Failure of Conditions.* In the event Seller shall not be able to convey the Property on the Closing Date in accordance with the provisions of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Property in such condition as Seller is able, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date one time only for an additional five (5) business days, or (iii) terminating this Agreement, in which event the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

8. *Closing; Deliveries.*

8.1 *Time of Closing.* The Closing shall take place at 12 p.m. on August, 12 2013 (the *"Closing Date"*) (subject to extension as expressly set forth herein) at the offices of the Buyer's Counsel, unless otherwise agreed to in writing by both Seller and Buyer. If any date on which the Closing would occur by operation of this Agreement is not a business day in Boston, Massachusetts, the Closing shall occur on the next business day.

8.2 *Seller Deliveries.* At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

8.2.1 A Massachusetts Quitclaim Deed (*"Deed"*) to the Property from Seller, duly executed and acknowledged by Seller.

8.2.2 A certification by Seller that all representations and warranties made by Seller in Paragraph 15 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

8.2.3 Such affidavits or letters of indemnity as the title insurer shall require in order to issue, without extra charge, an owner's policy of

title insurance free of any exceptions for unfiled mechanics' or materialmen's liens, or for rights of parties in possession.

8.2.4 A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act (*"FIRPTA"*), as amended, duly executed by Seller

8.2.5 Keys (or, if applicable, security cards and/or security codes) to all doors in the Property labeled for identification.

8.2.6 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 *Buyer Deliveries*. At Closing, Buyer shall deliver to Seller the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to Seller:

8.3.1 Funds by wire transfer or certified check in the amount required under Paragraph 2.2 hereof (subject to the adjustments provided for in this Agreement).

8.3.2 A certification by Buyer that all representations and warranties made by Buyer in Paragraph 16 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

8.3.3 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

9. *Apportionments; Taxes; Expenses*.

9.1 *Apportionments*.

9.1.1 *Taxes*. All real estate taxes, charges and assessments affecting the Property not being paid directly by tenants (*"Taxes"*), and all operating expenses for the Property shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be readjusted when final bills are issuedBuyer hereby agrees to assume all nondelinquent assessments affecting the Property, whether special or general.

9.1.2 *Utilities*. Utilities, including water, sewer, electric and gas shall be prorated based upon the last reading of meters prior to the Closing.

Seller shall endeavor to obtain meter readings on the day before the Closing Date, and, if such readings are obtained, there shall be no proration of such items. Seller shall pay at Closing the bills therefor for the period ending on the day preceding the Closing Date, and Buyer shall pay the bills therefor for the period subsequent thereto. If the utility company will not issue separate bills, Buyer will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Closing. If Seller has paid any utilities no more than thirty (30) days in advance in the ordinary course of business, then Buyer shall be charged its portion of such payment at Closing. Utility deposits shall not be subject to proration; rather, Seller shall be entitled to receive refunds of any deposits it has made, and Buyer shall be responsible for posting its own deposits.

9.1.3 *Expenses*. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting, legal and appraisal fees. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the deed for the Property; and (2) the premium for Buyer's title insurance policy. Seller, in addition to its other expenses, shall pay at Closing (1) all documentary stamps, excise taxes and real estate transfer taxes, and (2) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer.

10. *Buyer Default*. In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform its obligations under this Agreement, then, except as otherwise expressly set forth in this Agreement, Seller shall, as its sole remedy therefor, be entitled to receive the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default, upon receipt of which this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Paragraph represents both parties' best efforts to approximate such potential damages.

11. *Confidentiality*. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with the terms and conditions of this Agreement, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation, any environmental site assessment reports furnished to Buyer, except to Buyer's, attorneys, accountants, consultants, investors and lenders on a "need to know" basis, unless Buyer is compelled to disclose

such documents, material or information by law or by subpoena. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller or at the request of Seller. The provisions of this Paragraph 11 shall survive the termination of this Agreement but shall no longer be applicable following Closing in accordance with the terms of this Agreement.

12. *Possession.* Possession of the Property shall be surrendered to Buyer at Closing, subject to the Permitted Encumbrances and shall be delivered free of all items of personal property and in broom-clean condition.

13. *Notices.* All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is in tended:

If to Seller:
Hospice of the Good Shepherd, Incorporated
2042 Beacon Street
Waban, MA 02168
Fax No.: 617-928-1450
Attention: Timothy Boon

with a copy to: Seegel Lipshutz & Lo, LLP
80 William Street, Suite 200
Wellesley, MA 02481
Fax No.: 781-431-7701
Attention: David M. Lipshutz, Esq.

If to Buyer:
Metro West Collaborative Development, Inc.
63 Mt. Auburn Street
Watertown, MA 02472
Fax No.: (617) 927-8241
Attention: Steve Laferriere
with a copy to: James L. Buechl, Esq.
Seven Faneuil Hall Marketplace
North Market Building, 3rd
Boston, MA 02109
Fax No.: (617) 523-1466

If to the Broker to:
Saint James RE Advisors, LLC
101 Federal Street, Suite 1900
Boston, MA 02110
Fax No.: _____

Attention: Lisa DonFrancesco

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by telecopy, with an original by regular mail. Any such notice or communication shall be effective when delivery is received or refused.

14. *Brokers*. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than Broker. Seller shall be responsible for the payment of the Broker's fee of $22,500.00. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Paragraph 14. The provisions of this Paragraph 14 shall survive Closing or the termination of this Agreement.

15. *Representations and Warranties of Seller*.

15.1 Subject to all matters disclosed in any document delivered to Buyer by Seller or on any exhibit attached hereto, and subject to any information discovered by Buyer or other information disclosed to Buyer by Seller or any other person after the Effective Date and prior to the Closing, including, without limitation, any information contained in the Survey or the Title Commitment (all such matters being referred to herein as *"Exception Matters"*), Seller represents and warrants to Buyer as follows:

15.1.1 *Authority*. Seller is a Massachusetts non-profit corporation duly organized and validly existing under the laws of Commonwealth and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized.

15.1.2 *No Conflict*. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or as sets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing. No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms.

15.1.3 *Bankruptcy*. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

15.1.4 *No Condemnation*. There are no pending or, to Seller's knowledge, contemplated condemnation, eminent domain or similar proceedings with respect to all or any portion of the Property.

15.1.5 *Compliance*. Seller has not received written notice of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Property which have not been cured.

15.1.6 *Litigation*. There is no action, suit or proceeding pending or, to the best of Seller's actual knowledge, threatened against or affecting the Property, or arising out of the ownership, management or operation of the Property, this Agreement or the transactions contemplated hereby.

15.1.6.1 *Hazardous Materials*. Seller has delivered to Buyer true and complete copies of all reports, studies and assessments regarding environmental conditions relating to the Property in Seller's possession or control, and, to the best of Seller's knowledge, (i) the Property, or any part thereof, has never been used as a sanitary landfill or waste dump site; (ii) no underground tanks are present on the Property; (iii) there is no litigation with respect to the Property relating to environmental law violations; and (iv) no notice of violation or other writ ten communication has been received by Seller from a government agency or any other person or entity alleging or suggesting an environmental law violation on the Property.

15.1.6.2 *Other Agreements*. Other than the Permitted Encumbrances, and any other existing agreement pertaining to the Property a copy of which shall be delivered by Seller to Buyer during Inspection Period, there are no other written agreements affecting the Property to which Seller is party that will be binding on Buyer. Seller has not entered into, and will not during the term of this Agreement enter

into, any other agreement giving any other party a right to purchase the Property.

15.1.6.3 *FIRPTA*. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

15.2 *Definition of Seller's Knowledge*. As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to the best of Seller's actual knowledge," "to the best of Seller's knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of the Seller without any obligation on its part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

15.3 The sale contemplated herein will not result in the sale of all or substantially all of the Seller's assets within the Commonwealth of Massachusetts.

16. *Representations of Buyer*. Buyer represents and warrants that:

16.1 *Authority*. Buyer is a Massachusetts non-profit, duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2 *No Conflict*. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

17. *Miscellaneous*.

17.1 *Assignability*. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual or entity without the consent thereto by Seller, except that Buyer may assign or

transfer such rights and obligations to an entity controlling, controlled by or under common control with Buyer without Seller's consent, but with prior notice to Seller. Notwithstanding any such assignment consented to by Seller or permitted here-under, the Buyer named in this Agreement shall remain primarily liable for the obligations of Buyer set forth in this Agreement. No assignment or transfer by Buyer will be permitted if such assignment or transfer would, in Seller's opinion, cause this transaction to violate any provision of applicable law.

17.2 *Governing Law; Bind and Inure.* This Agreement shall be governed by the law of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3 *Recording.* This Agreement or any notice or memorandum hereof shall not be recorded in any public record. A violation of this prohibition by Buyer shall constitute a material breach of this Agreement by Buyer, entitling Seller to terminate this Agreement and retain the Deposit.

17.4 *Time of the Essence.* Time is of the essence of this Agreement.

17.5 *Headings.* The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7 *Exhibits.* All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

17.8 *Survival.* Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer shall not survive the Closing and delivery of the Deed and other closing documents by Seller to Buyer, and shall be deemed to have merged therewith. Unless expressly made to survive, all obligations and covenants of Seller contained herein shall be deemed to have been merged into the Deed and shall not survive the Closing.

17.9 *Use of Proceeds to Clear Title.* To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to the Title Company and Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.10 *Submission not an Offer or Option.* The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.11 *Entire Agreement; Amendments.* This Agreement and the Exhibit hereto set forth all of the promises, covenants, agreements, conditions and under takings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained here in. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.12 *Compliance with Federal Laws; OFAC.* Each of Buyer and Seller (each, a *"Representing Party"*) represents and warrants to the other (i) that neither the Representing Party, nor any owner of a beneficial interest in it, nor any of its officers, directors, managers or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (*"OFAC"*) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the *"Executive Order")* signed on September 23, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the *"Money Laundering Act"*), and (iii) that throughout the term of this Agreement the Representing Party shall comply with the Executive Order and with the Money Laundering Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:
Hospice of the Good Shepherd, Incorporated

By: _____
Timothy Boon, President

BUYER:
Metro West Collaborative Development, Inc.

By: _____
Jennifer VanCampen,