

EXHIBIT T

MEMORANDUM OF SALE

Off Route 1 and Lynn Fells Parkway at Sanders Drive, Saugus, MA (hereinafter "the Property")

This Memorandum of sale is made this 26th day of March, 2010, by and among the RFF Family Partnership Limited Partnership with a principal place of business at c/o Michael D. MacClary, Esq., Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110 (the "Seller"), Paul E. Saperstein Company, Inc. (the "Auctioneer") and Rick Family Partnership Limited Partnership a MA LP of _____ (the "Buyer"). *03/13*

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit A and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described in said Exhibit.

The Property shall be conveyed by the usual mortgagee's deed, subject to restrictions, orders of conditions, easements, improvements, outstanding tax titles, municipal or other public taxes or assessments, federal or state tax liens, other liens or claims in the nature of liens and existing encumbrances of record which have priority over the lien being satisfied, if there be any, including by not limited to those encumbrances and liens specifically set forth in the printed notice of sale, outstanding water bills, water liens and water taxes, if any, violations, if any, of the State Sanitary Code or any other Federal, State or local statute, public health rule or regulation as may be in force and effect, and rights of persons under the Soldiers' and Sailors' Civil Relief Act of 1940 and further subject to any tenant, tenancies or occupants, if any, and all other matters provided for in M.G.L. c. 183A, sec. 6, and M.G.L. c. 254, secs. 5 and 5A..

The Property shall be conveyed in "as is" condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, if there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The bid price for which the Property has been sold to the Buyer is \$ 2,500,000, of which \$50,000.00 has been paid this day in accordance with the terms of the notice of sale. The

sale shall not be deemed completed until the Buyer has made his or her deposit and has signed this Memorandum of Sale. The balance of the purchase price shall be paid at the offices of Burns & Levinson LLP, c/o Michael D. MacClary, Esq., 125 Summer Street, Boston, MA 02110, by certified or bank cashier's check on or before 5:00 p.m. on the thirtieth (30th) day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business. Time is of the essence of this agreement. The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise tax stamps.

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity.

No personal property of any kind is included in this sale. Any work done upon the Property or entry into possession before the conveyance of the deed, with or without permission of the Seller, shall be at the sole risk of the Buyer.

The Buyer acknowledges that from and after this date Buyer shall have the sole risk of loss, and the Seller shall have no responsibility for maintaining insurance on the Property. If the Property is damaged by fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Seller, Buyer paying therefor the full balance of the bid price.

The Buyer shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke and carbon monoxide detection equipment, and lead paint regulations, all as applicable. Seller makes no warranties or representations regarding the Property's current compliance with any state or local regulations or laws.

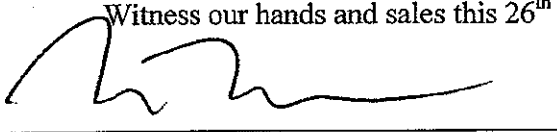
In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Seller reserves the right to sell the property by Auctioneer's Release Deed to the second highest bidder or subsequent highest bidders provided that said bidder shall deposit the amount of the required deposit with offices of

Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110 within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

Verbal qualifications and/or statement by the Seller or Auctioneer or their representative agents shall not invalidate or become part of this sale as the Buyer hereby acknowledges and agrees that Buyer has not relied on any such statements and has examined to Buyer's satisfaction the Property. This Memorandum of Sale shall constitute the entire agreement of the parties hereto.

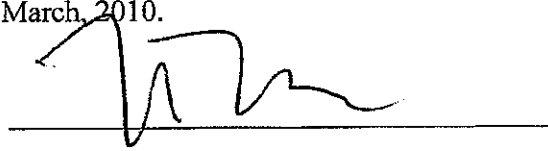
I, the undersigned Buyer, acknowledge that I have been given a copy of this Memorandum of Sale.

Witness our hands and sales this 26th day of March, 2010.



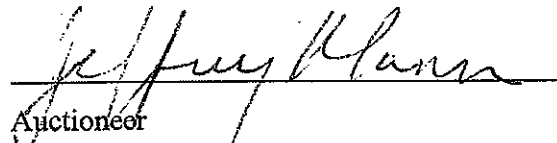
Buyer

By: Michael MacClary
My son REE by Michael MacClary



Seller

By: Michael D. MacClary,
Attorney for Seller



Auctioneer

By: Paul E. Saperstein

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