

EXHIBIT U

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ___ day of January, 2011, by and between **REF FAMILY PARTNERSHIP LIMITED PARTNERSHIP**, with an office at P.O. Box 6090, Beverly Hills, California 90212 as seller ("Seller"), and [REDACTED] or its nominee, with an office at [REDACTED], as purchaser ("Purchaser").

BACKGROUND

A. This Agreement is made with reference to the following real and personal property (collectively, the "Property"):

(1) All that certain real property located in the City of Saugus, County of Essex, Commonwealth of Massachusetts, and commonly known and numbered as 357-359 Broadway, as more particularly described on Exhibit A hereto, together with all easements, rights and privileges appurtenant thereto (the "Land");

(2) The building located on the Land (the "Building"), together with all improvements appurtenant thereto (the Buildings and such improvements being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property, owned by Seller and located within the Real Property (the "Personalty") excluding only those fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property being retained by the Seller as set forth on Exhibit B; and

(4) All intangible property used or useful in connection with the foregoing, including, without limitation, any architectural, mechanical, electrical and structural plans, studies, drawings, specifications, surveys, renderings and other technical descriptions that relate to the Real Property to the extent Seller may legally transfer the same and same are available, and all other contract rights, guarantees, licenses, permits and warranties.

B. Seller is prepared to sell, transfer and convey the Property to Purchaser, and Purchaser is prepared to purchase and accept the same from Seller, all for the Purchase Price (as hereinafter defined) and on the other terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

1. Sale and Purchase. Seller hereby agrees to sell, transfer and convey the Property to Purchaser, and Purchaser hereby agrees to purchase and accept the Property from Seller, in

each case for the Purchase Price and on and subject to the other terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is [REDACTED] Dollars, which, subject to the terms and conditions hereinafter set forth, shall be paid by Purchaser to Seller as follows:

2.1 Deposit. Concurrent with the execution and delivery of this Agreement by Purchaser, Purchaser shall deliver to Broker ("Escrow Agent") by wire transfer of immediately available Federal Funds, a deposit in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) as earnest money on the signing of this Agreement (together with interest earned thereon, the "Deposit") to be held in escrow and delivered in accordance with this Agreement, it being understood and agreed that Deposit is non-refundable to Purchaser except in the event that the Closing fails to occur solely due to a default hereunder by Seller and except as further hereon provided.

2.2 Payment at Closing. At the consummation of the transaction contemplated hereby (the "Closing"), Purchaser shall deliver to Seller or Seller's designee an amount equal to the Purchase Price less the Deposit, subject to adjustments and apportionments as set forth herein. The delivery of documents and the disbursement of funds shall be effectuated at the Closing.

3. Representations and Warranties of Seller. Subject to all matters disclosed in any document delivered to Purchaser by Seller or on any exhibit attached hereto, and subject to any information discovered by Purchaser or other information disclosed to Purchaser by Seller or any other person prior to the Closing (all such matters being referred to herein as "Exception Matters"), Seller represents and warrants to Purchaser as follows:

3.1 Authority. Seller is a limited partnership duly organized and validly existing under the laws of the State of California is duly authorized to transact business in the Commonwealth of Massachusetts 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.

3.2 No Conflict. To the best of Seller's actual knowledge, 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 assets 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.

3.3 No Further Authorization. To the best of Seller's actual knowledge, 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 Seller in accordance with its terms.

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

3.5 Violations, Claims or Notices. To the best of Seller's knowledge, Seller has not received notice of any (a) violation of any federal, state or local law, regulation or ordinance, which violation has not been rectified, (b) pending or threatened claims or lawsuits against the Seller relative to the Property or that may affect the Property or arising out of the ownership, management or operation of the Property, (c) written notice of any claim arising from the alleged presence on the Property of any hazardous substances, (d) communication, either in writing or verbally from any government agency or employee, advising Seller of potential or pending enforcement action on account of environmental conditions at the Property, (e) agreement by which any party other than the Purchaser may acquire any interest in the Property. Notwithstanding the foregoing, Seller and Buyer acknowledge the current action involving a claim of priority of title to the Premises as set forth in the Land Court Civil Action No. 10 MISC 425681 (the "Land Court Action").

3.5 Limitations Regarding Representations and Warranties.

3.5.1 Seller's Knowledge. As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Purchaser, 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 Robert Freedman, without any obligation on his 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. The Purchaser hereby agrees that recourse under this Agreement is limited to Seller and no claim will be made against Robert Freedman individually or in his capacity as the party having Seller's knowledge.

3.5.2 Exception Matters. Seller shall have no liability whatsoever to Purchaser with respect to any Exception Matters. If Purchaser obtains knowledge of any Exception Matters before the Closing, Purchaser may consummate the acquisition of the Property subject thereto if Purchaser determines to proceed with the purchase of the Property pursuant to Article 8 (thereby waiving all rights to seek and recover Damages (as hereinafter defined) against Seller); provided, however, if Purchaser obtains knowledge of any Exception Matters prior to the Closing, which Exception Matters materially and adversely affect the value to Purchaser of the transactions contemplated by this Agreement, Purchaser may, (1) terminate the Agreement and all deposits hereunder shall be immediately refunded with interest accrued; (2) offset the purchase price by the adverse value of the Exception Matter; (3) commence a legal proceeding against Seller alleging that Seller was in breach of such representation or warranty when made or as of the Closing, and that Purchaser has suffered actual damages as a result thereof (a "Proceeding"). If Purchaser shall have timely commenced a Proceeding, and a court of competent jurisdiction shall, pursuant to a final, non-appealable order in connection with such Proceeding, determine that (a) Seller was in breach of a representation or warranty as of the date made or as of Closing, (b) Purchaser suffered actual damages (as distinguished from consequential damages) (the

"**Damages**") by reason of such breach, and (c) Purchaser did not have actual or constructive knowledge of such breach on or prior to the date the representation or warranty was made, then Purchaser shall be entitled to receive an amount equal to its Damages. Notwithstanding the foregoing, in no event shall Purchaser be entitled to sue, seek, obtain or be awarded Damages from Seller, unless and until the aggregate amount of Damages exceeds the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) (the "**Base Amount**"), whereupon Seller shall be liable to Purchaser for all Damages accruing above the Base Amount, but in no event will Seller be liable to Purchaser to the extent that the aggregate Damages to Purchaser exceed the sum of TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00). Additionally, Seller agrees to indemnify Buyer for all costs and expenses associated with resolving the Land Court Action.

3.5.3 Purchaser Notice. Purchaser agrees to inform Seller promptly in writing if it discovers that any representation or warranty of Seller is inaccurate in any material respect, or if it believes that Seller has failed to deliver to Purchaser any document or material which it is obligated to deliver hereunder.

3.5.4 No Survival. All of the representations and warranties of Seller shall merge into the Deed herein provided for, and none of the representations or warranties of Seller contained in this Section 3 shall survive the Closing Date or termination of this Agreement.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants that:

4.1 Authority. Purchaser is an individual and/or business entity with the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

4.2 No Conflict; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Purchaser 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 Purchaser by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Purchaser is a party or which is or purports to be binding upon Purchaser or which otherwise affects Purchaser, 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 Purchaser in accordance with its terms.

4.3 Consent. No consent of any third party is required in order for Purchaser to enter into this Agreement and to consummate the transaction contemplated by this Agreement (other than those that have been obtained or will be obtained on or prior to the Closing).

4.4 Litigation. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of

the transaction contemplated by this Agreement other than the Land Court Action. The parties agree that the Purchaser's obligations hereunder shall be contingent upon the resolution and filing of stipulations of dismissal, with prejudice, by all parties of the Land Court Action, and the Super Court Action (No. 06-5242), and any other litigation which has not been resolved relative to the Property. Additionally, Seller agrees to indemnify, defend and hold harmless Purchaser from any and all claims relative to these matters and for all costs and expenses associated with the Land Court Action, Superior Court Action and any other current or pending litigation associated with the Property. If any such litigation has not been resolved prior to closing, then Purchaser may elect to terminate this Agreement and all deposits, with interest, shall be returned forthwith. This provision shall survive the transfer of the deed.

4.5 ERISA Matters. Purchaser, or its nominee, is not: (i) a plan which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as defined in Section 3(3) of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as a "Plan"); (ii) a "governmental plan" as defined in Section 3(32) of ERISA; or (iii) a "party in interest," as defined in Section 3(14) of ERISA, to a Plan, except with respect to plans, if any, maintained by Purchaser, nor do the assets of Purchaser constitute "plan assets" of one or more of such Plans within the meaning of Department of Labor Regulations Section 2510.3-101. Purchaser is acting on its own behalf and not on account of or for the benefit of any Plan. Purchaser has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA. Purchaser shall not assign its interest under this Agreement to any entity, person or Plan which will cause a violation of ERISA.

4.6 OFAC and Related Compliance.

4.6.1 Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders").

4.6.2 Neither Purchaser nor any beneficial owner of Purchaser:

(i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

(ii) is a Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or is owned or controlled by, or acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

5. Due Diligence Period.

5.1 The term "**Due Diligence Period**", as used herein shall mean the period commencing on the date hereof and ending at 5:00 p.m. Eastern Standard Time on the sixtieth (60th) day thereafter.

5.2 Subject to the terms and conditions hereof, during the Due Diligence Period, Purchaser or its representatives may inspect the Property and conduct such tests (including environmental and engineering tests and studies) and investigations thereof as Purchaser may reasonably require. Purchaser (i) shall give Seller at least forty eight (48) hours prior notice of Purchaser's request to enter the Property (which notice may be telephonic), (ii) shall at all times conduct inspections and tests in compliance with applicable law in a manner so as not to cause any material damage, liability, loss, cost or expense to Seller or the Property, (iii) shall promptly restore the Property substantially to its condition immediately preceding Purchaser's inspections and tests, (iv) shall keep the Property free and clear of any mechanic's liens or materialman's liens arising from such inspections and tests, (v) shall at all times allow a representative of Seller to accompany Purchaser or Purchaser's representative(s) when at the Property provided that Seller shall reasonably cooperate with Purchaser to make a representative available, (vi) In the event the Closing does not occur, shall provide Seller, at no cost or expense to Seller, with copies of all engineering and environmental reports, lab analyses, appraisals and other reports or studies commissioned and received by Purchaser in connection with Purchaser's inspections and tests (collectively, the "**Inspection Reports**"), and (vii) until the Closing occurs hereunder, shall keep the Inspection Reports and the contents thereof and all information and documents provided by Seller to Purchaser pursuant to the last sentence of this Section 5.2 confidential, except to the extent such information is a matter of public information other than as a result of disclosure by Purchaser, or to the extent that such disclosure is compelled by law or by regulatory or judicial process, provided, however, that Purchaser may disclose such information to its agents, advisors, consultants, members, partners, investors, affiliates, lenders, advisors, attorneys and accountants (collectively, "**Transaction Parties**"), so long as such Transaction Parties are informed by Purchaser of the confidential nature of such information and are directed by Purchaser to treat such information confidentially and to use such information only in connection with the transaction contemplated by this Agreement (it being agreed that Purchaser's obligations under this Section 5.2 shall survive the termination of this Agreement but shall not survive the Closing).

5.3 Purchaser shall not, and shall not permit any of its employees, consultants, engineers, contractors and agents to conduct any soil tests or sampling or any boring, digging, drilling or other physical intrusion of the Property (collectively, "**Testing**"), except at reasonable times and with the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed with respect to limited, non-invasive Testing if Purchaser gives Seller at least forty eight (48) hours prior notice of any such Testing (which notice may be telephonic). In connection with such Testing, Purchaser or each of Purchaser's contractors, consultants and other Purchaser Parties (as hereinafter defined) performing any such Testing shall furnish to Seller, prior to the commencement of such Testing, in form reasonably satisfactory to Seller, a certificate or certificates of insurance, or other satisfactory evidence indicating that Purchaser and each of such consultants and contractors have each obtained Commercial General Liability Insurance which includes contractual liability and products and completed operations with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate for bodily injury, including death, and property damage combined or such lesser limits as are customary for

similar testing at similar properties. Purchaser shall, in the event the Closing does not occur for any reason at its sole cost and expense, promptly cause the Property to be restored substantially to its condition existing prior to such Testing. The consultant's aforesaid insurance coverage shall include acts and omissions of the insured's contractors, subcontractors, agents and employees. All such Commercial General Liability insurance shall name Seller as an additional insured. In addition, all such certificate(s) or other evidence shall indicate that the coverage described therein is in force as of the date of the commencement of the applicable Testing and that the coverage evidenced thereby shall not be modified or cancelled without at least ten (10) days' prior written notice to Seller. All requirements pursuant to this Section 5.3 with respect to Testing shall be in addition to all other requirements set forth in this Section 5.

5.4 Unless due to the negligence or willful acts of any Indemnified Parties (hereinafter defined), Purchaser hereby (i) agrees to protect, defend, indemnify and hold harmless Seller, its employees, agents, managers, members, employees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all liabilities, actions, suits, mechanics' liens, judgments, losses, costs, damages, expenses (including, without limitation, reasonable attorneys' fees and expenses), claims and demands of any nature whatsoever asserted against, or suffered or incurred by any of the Indemnified Parties, arising out of or in any way relating to the acts or omissions of any Purchaser Party (as hereinafter defined) in conducting such inspections, Testing or other activities at the Property by or on behalf of any Purchaser Party; and (ii) to pay to Seller all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Seller in enforcing the obligations of Purchaser under the provisions of this sentence. The provisions of this Section 5.4 shall survive the Closing or any earlier termination of this Agreement. The term "**Purchaser Party**", as used herein, means Purchaser or any agent, employee, consultant, contractor or subcontractor of Purchaser or any other party claiming under or through any of the foregoing parties or any person or party which, at the direction of Purchaser or any principal as affiliate of Purchaser, enters upon the Premises to inspect same or perform any Testing.

5.5 If, based on Purchaser's investigation of the Property during the Due Diligence Period, Purchaser is not satisfied, in its sole discretion, with the condition of the Property and/or if Purchaser is unable to procure financing necessary to acquire the Property, then Purchaser may cancel this Agreement by giving written notice to Seller not later than 5:00 p.m. EST on the last day of the Due Diligence Period. If this Agreement is cancelled by Purchaser pursuant to the foregoing provisions of this Section 5.5, then (A) Purchaser shall be entitled to receive the Deposit and all interest earned thereon, and (B) and neither party hereto shall have any further rights, liabilities or obligations under this Agreement except those that are expressly provided in this Agreement to the survive the termination hereof.

5.6 Time shall be of the essence of all dates and time periods set forth in this Section 5.

6. Conditions Precedent to Purchaser's Obligations: "As Is" Purchase. All of Purchaser's obligations hereunder are 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 herein, of each of the following conditions (any one or more of which may be waived in whole or in part by Purchaser, at Purchaser's option):

6.1 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, subject to the provisions set forth in Article 3 hereof, 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.

6.2 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.

6.3 Documents and Deliveries. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered to Purchaser and shall be in form and substance consistent with the requirements herein.

6.4 Purchase "As Is".

6.4.1 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.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". PURCHASER 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. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

PURCHASER ACKNOWLEDGES AND REPRESENTS TO SELLER THAT PURCHASER 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 PURCHASER 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, PURCHASER 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 PURCHASER'S INVESTIGATIONS, AND PURCHASER, 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 PURCHASER 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 SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

6.4.2 Purchaser hereby agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Purchaser responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Real Property or emanating therefrom, then the Purchaser waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Purchaser 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 Section 6.4.2 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 quantitated 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 (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.

6.5 Title. Within thirty (30) days after the full execution and delivery of this Agreement, Purchaser shall obtain an updated title report or commitment with respect to the

Property from any title insurance company authorized to do business in the Commonwealth of Massachusetts. Purchaser shall have a period of ten (10) days after receipt of the updated title report within which to examine said title report. If Purchaser objects to any matters disclosed in such updated title report not shown on the title report attached hereto, Purchaser shall, within said period, notify Seller in writing, specifying the objectionable matters. Seller shall cure any such matters within sixty (60) days from receipt of such notice (the "Title Cure Period"), in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the earlier of sixty (60) days after receipt of such notice or three (3) business days after such matter is cured. If at the expiration of the Title Cure Period, Seller, despite its best efforts in good faith, has been unable to cure any such defect, then Purchaser may elect to extend the Title Cure Period for an additional thirty (30) days for Seller to cure such defects or Purchaser may elect to terminate this Agreement with Notice to the Seller in which event the Deposit, and all interest earned thereon, shall be immediately returned to the Purchaser.

6.6 Land Swap. Seller shall consummate the closing a swap of land described in a Settlement Agreement dated October 30, 2007 consisting of a swap of a certain portion of the Premises in return for a certain portion of land belonging to the abutter to the north of the Premises adding frontage along Route 1 to the Premises. Seller shall provide Purchaser during the Due Diligence Period with drafts of any and all documents necessary to effectuate the land swap, which documents may not substantially deviate from the final land swap documents.

6.7 Failure of Conditions. In the event Seller shall not be able to convey title to the Property on the Closing Date in accordance with the provisions of this Agreement, then Purchaser shall have the option, exercisable by written notice to Seller at or prior to Closing, of (a) accepting at Closing such title as Seller is able to convey and/or waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (b) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Purchaser.

7. Closing; Deliveries.

7.1 Time of Closing. The Closing shall take place on or before the date which is ninety (90) days after the expiration of the Due Diligence Period with TIME BEING OF THE ESSENCE with respect to Purchaser's obligation to close on such date, or such other date to which the Closing may be adjourned by Seller in accordance with the terms hereof (such date on which the Closing occurs being referred to herein as the "Closing Date"). The Closing shall take place at the office of Seller's attorney, however, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed and available on the Closing Date, and an authorized signatory of each party is available either in person or by telephone and facsimile at Closing.

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

7.2.1 A quitclaim deed conveying fee simple title to the Real Property, from Seller, duly executed and acknowledged by Seller, subject to such title matters as are approved by Purchaser pursuant to Section 6.5.

7.2.2 A bill of sale for the Personalty from Seller.

7.2.3 All books, records and files maintained by Seller's property manager relating to the construction, leasing, operation and maintenance of the Property.

7.2.4 Such affidavits, letters of indemnity or certificates of title as the title insurer shall require in order to issue an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession.

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

7.2.6 A counterpart original of the closing statement duly executed by Seller and a Certificate Good Standing of the business entity from the proper government authority.

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

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

7.3.1 In accordance with Seller's instructions, a wire transfer in the amount required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement), transferred to the order or account of Seller or Seller's designee.

7.3.2 A counterpart original of the closing statement duly executed by Purchaser.

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

8. Apportionments; Taxes; Expenses.

8.1 Apportionments.

8.1.1 Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of midnight of the date immediately preceding the date of Closing. If any Taxes have not been finally assessed as of the date of Closing 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 re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively

be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be re-adjusted within one hundred twenty (120) days after the end of the calendar year in which the Closing occurs after final Operating Expenses are determined. Purchaser hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

If Seller is presently prosecuting tax abatement proceedings, after the Closing, Seller shall continue to be authorized to prosecute such proceedings, and shall be entitled to any abatement proceeds obtained in connection therewith. Purchaser agrees after the Closing, to the extent reasonably necessary for Seller to continue to prosecute such proceedings, to reasonably cooperate with Seller, at no cost to Purchaser, in such prosecution, and also agrees to promptly endorse or pay over to Seller any abatement amounts for such years received by Purchaser.

8.1.2 Additional Prorations. The following additional items shall be prorated as of the date of Closing:

- (a) Water charges and sewer rents on the basis of the fiscal year for which assessed, subject to the provisions hereof; and
- (b) Fuel, if any, as estimated by Seller's fuel supplier, valued at the price therefor then charged by such supplier including any applicable taxes.

8.2 Expenses. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, all costs and expenses stated herein to be borne by a party, and all of their respective accounting, legal and appraisal fees. Seller, in addition to its other expenses, shall pay at Closing all deed or other transfer taxes and documentary stamps payable in connection with the purchase and sale of the Real Property, and one-half of all escrow fees and closing costs charged by the title company, if applicable. Purchaser, in addition to its other expenses, shall pay at Closing (a) all due diligence costs and expenses, (b) premiums for any coverage under Purchaser's or Purchaser's lender's title insurance policy, (c) survey cost, and (d) one-half of all escrow and closing costs charged by the title company, if applicable.

9. Intentionally Omitted.

10. Remedies.

10.1 Purchaser Default. In the event Purchaser breaches or fails to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Purchaser and Seller acknowledge that the damages to Seller resulting from Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages. Retention of the Deposit shall be Seller's sole remedy at law or in equity.

10.2 Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its obligations under this Agreement, Purchaser may, as its sole remedy therefor, subject to the next paragraph of this Section 11.2, either (a) enforce specific performance of this Agreement against Seller, or (b) terminate this Agreement and receive a return of the Deposit, plus interest earned and accrued thereon.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser, or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall Purchaser seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's partners (or their constituent partners) or any director, manager, member, officer, employee or shareholder of any of the foregoing.

11. Possession. Possession of the Property, free of all tenants and occupants, shall be surrendered to Purchaser at Closing.

12. 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 intended:

If to Seller: Robert Freedman
 RFF Family Partnership
 P.O. Box 6090
 Beverly Hills, CA 90212
 Fax:

With a copies to: Burns & Levinson LLP
 125 Summer Street
 Boston, MA 02110
 Attention: Michael D. MacClary, Esq.
 Fax: (617) 345-3299

If to Purchaser: 

Fax:

With a copy to: Michael B. Cabral, Esq.
 Law Offices of Michael B. Cabral, LLC
 6 Beacon Street
 Suite 1115
 Boston, MA 02108

Tel: 617-248-9800

Fax: 617-227-7690

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 delivered or when delivery is refused. Attorneys are hereby authorized to send and receive notices on behalf of their respective client and to agree to extensions of time periods.

13. Brokers. Purchaser and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than Caroline Ligotti of Otis & Ahearn, Inc. who will be paid \$120,000 by Seller pursuant to a separate agreement. 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 Section 13. The provisions of this Section 13 shall survive Closing or the termination of this Agreement.

14. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

14.1 Obligations. Escrow Agent 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 Escrow Agent.

14.2 Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, 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. Escrow Agent 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, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

14.3 Indemnification. Unless Escrow Agent 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 Purchaser shall indemnify Escrow Agent 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 Purchaser shall indemnify Escrow Agent 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.

14.4 Disputes. If the parties (including Escrow Agent) 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 Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Purchaser and

Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent 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.

14.5 Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent 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.

14.6 Acknowledgement. Purchaser agrees that the Escrow Agent shall not, by virtue of its services as Escrow Agent under this Agreement, be disqualified from representing Seller in connection with any future marketing of the Property if this Agreement shall terminate for any reason.

14.6 Interest. All deposits into the escrow shall be held by the Escrow Agent in an interest bearing account. If the Closing shall occur, all interest earned on the Deposit shall be deemed to be part of the Deposit and shall accrue to the benefit of Purchaser. If this Agreement shall be terminated pursuant to the terms hereof, then all interest earned on the Deposit shall be paid to Purchaser, except to the extent that Deposit becomes payable to Seller pursuant to Section 11.1. In such event the interest earned on the Deposit shall accrue to the benefit of the Seller.

15. Miscellaneous.

15.1 Exculpation. Purchaser agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, agent, trustee, shareholder, partner, member, manager, principal, parent, subsidiary or other affiliate of Seller, or any officer, director, employee, agent, trustee, trustee, shareholder, manager, member, partner or principal of any such parent, subsidiary or other affiliate (collectively, "Seller's Affiliates"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser agrees to look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Without limiting the generality of the foregoing provisions of this Section 15.1, Purchaser hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby. If any action is brought by Purchaser against Seller's Affiliates, relating to or arising out of this Agreement, the transaction or subject matter described

herein or the enforcement hereof, Seller's Affiliates shall be entitled to recover from Purchaser attorneys' fees, costs and expenses incurred in connection with the defense of such action and Purchaser shall indemnify, and hold harmless Seller's Affiliates from and against any and all losses, expenses, damages, and liability resulting from any claim or action brought against Seller's Affiliates in violation of this Section 15.1. The provisions of this Section 15.1 shall survive the termination of this Agreement and the Closing. 15.2 Governing Law; Bind and Inure. This Agreement shall be governed by the law of the Commonwealth 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.

15.3 Recording. The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be recorded. Purchaser agrees that a breach of this provision by Purchaser shall immediately entitle Seller to terminate this Agreement and keep the Deposit as liquidated damages. The filing of this Agreement with any court in connection with any litigation hereunder shall not be deemed a breach of this Section. The provisions of this Section 16.4 shall survive the termination of this Agreement.

15.4 Time of the Essence. Time is of the essence of each and every date set forth in this Agreement.

15.5 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.

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

15.7 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 Purchaser'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.

15.8 Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings 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 herein. 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.

15.9 Operation of the Property. Prior to the Closing Date, Seller shall be free to operate the Property in its discretion.

15.10 Business Days. If, under the terms of this Agreement and the calculation of the time periods provided for herein, the Closing Date or any other date to be determined under this Agreement should fall on Saturday, a Sunday, a legal holiday (Federal, or

Massachusetts) or other date on which banks located in Boston, Massachusetts, are not open for business, then such date shall be extended to the next business day.

15.11 Confidentiality. The parties shall keep the terms of this Agreement confidential (and Purchaser shall keep information it learns about the Property confidential) and shall not disclose such terms and, in the case of Purchaser, information, to any other parties without the other party's prior written consent, which consent shall be in each party's sole discretion; provided, however, that each party may, without obtaining such prior written consent, make such disclosures as may be required by applicable laws or agreements by which such party is bound, and to each such party's managers, members, officers, lenders, employees, attorneys, accountants, appraisers, insurance advisors, consultants and similar third party professionals.

15.12 Casualty Loss. Notwithstanding anything herein to the contrary, in the event of the damage or destruction of or to the premises by fire, vandalism, or other casualty, in excess of \$10,000.00 in value prior to closing, or in the event of taking of all or a part of the premises by eminent domain, then at Purchaser's option, this Agreement may be terminated and the Deposit, with all interest, shall be refunded to Purchaser.

15.13 Risk of Loss. Risk of loss shall remain with Seller until the recording of the deed with the Essex County South Registry of Deeds.

15.14 Conformity of premises. It is understood and agreed by the Parties that the premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) all buildings, structures and improvements including, but not limited to, any driveways and all means of access to the Property, shall be located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity; and
- (b) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said Property, provided, however, that encroaching utility easements shall not be considered as a violation of the title provisions of this Agreement and further provided that any such utility easements shall not affect the use of the Premises for residential/commercial purposes; and
- (c) the Property shall abut or have access to a public way, duly laid out or accepted as such by the City of Saugus in which said premises are located; and
- (d) title to the Property is insurable, for the benefit of the Purchaser (for owner's policy) and Purchaser's mortgage lender (loan policy), if applicable, by a title insurance company of Purchaser's choice qualified to do business in Massachusetts and utilizing the American Land Title Association (ALTA) form currently in use, subject only to those printed exceptions to title normally included in the "Jacket" to such form or policy.

15.15 Leases and Occupancy. Seller shall not between the date of this agreement and closing enter into any leases, licenses or other occupancy arrangements for any

space at the Property, or any contract or other agreements affecting the premises, without Purchaser's prior written consent.

15.16 Title Standards / REBA. Any matter or practice arising under or relating to this agreement which is the subject of title standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by the said title standard or practice standard to the extent applicable.

15.17 Property Insurance. Seller will continue to maintain in full force and effect all insurance as presently carried, until the time of closing.

15.18 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 notice to the Purchaser.

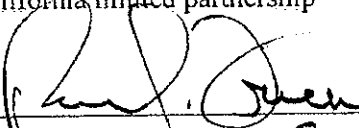
[Signature Page to Follow]

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

SELLER:


RFF FAMILY PARTNERSHIP LIMITED PARTNERSHIP

A California limited partnership


By: 
Name: RFF INC General Partner
Title: Paul J. Owen Pres of RFF INC,

PURCHASER:

[REDACTED]
[REDACTED]

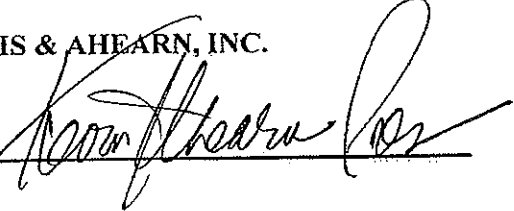
By: 
Name: [REDACTED]
Title: [REDACTED]

[REDACTED]
[REDACTED]

By: 
Name: [REDACTED]
Title: [REDACTED]

ESCROW TERMS
AGREED TO AND ACCEPTED:

OTIS & AHEARN, INC.

By: 

Kevin Ahearn, President

EXHIBIT "A"

01538207.DOC\

Exhibit A

FIRST PARCEL – NOT REGISTERED

That certain parcel of land in Saugus, Essex County, Massachusetts off the east side of Route 1 (Broadway) and off the southeasterly side of an unwrought Metropolitan District Commission layout of March 10, 1932, bounded and described as follows:

Beginning at an iron pin in a stone shown on a plan of adjoining registered land (being Land Court Plan No. 15302A with Essex South District Certificate of Title No. 10353); thence running

NORTH 64°55'37" EAST	by Lot B as shown on a plan dated November 12, 1981 revised Aug. 1, 1982, by Medford Engineering and Survey and filed with Essex South District Registry of Deeds in Plan Book 173, Plan 42, along a stone wall, 115.66 feet to an angle; thence
NORTH 79°06'15" EAST	by said Lot B on said plan by the wall, 57.64 feet to an angle; thence
SOUTH 19°23'08" EAST	by said Lot B on said plan by the wall, 133.96 feet to an angle, thence
EASTERLY	by said Lot B on said plan by the wall by two bounds measuring respectively 87.60 feet and 114.50 feet; thence still
EASTERLY	by said Lot B on said plan, 370 feet; thence
SOUTHEASTERLY	By Lot A-2 on said plan, about 630 feet to a point at the most northerly corner of Lot 12 on a plan dated June 19, 1979 by Carter & Towers and filed with said Deeds in Plan Book 160 as Plan 97; thence
SOUTH 58°22'30" WEST	by Lots 12, 11 and 10, by the end of Diamond Street, and by Lots 9, 8 and 7 as shown on the 1979 plan, 788.82 feet, more or less, to land shown on Land Court Plan No. 30651A filed with Essex South District Certificate of Title No. 33826; thence
NORTHWESTERLY	by said land shown on Land Court Plan No. 330651A, about 1292.87 feet to a Land Court bound in a wall; thence
NORTH 13°59'32" EAST	by the wall, 49.45 feet to an iron pin in the wall shown on Land Court Plan No. 15302A; thence

SOUTHEASTERLY by Lot 1, 133.75 feet; thence
 NORTHEASTERLY by Lots 1, 2, 3 and 4, 160 feet; and thence
 NORTHWESTERLY by Lot 4, 130 feet to the point of beginning, the final three
 bounds being by the land shown on Land Court Plan No.
 15302A.

The First Parcel hereinabove, being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. recorded with Essex South District Registry of Deeds on July 12, 2001 in Book 17407, Page 462.

SECOND PARCEL-NOT REGISTERED

Those certain parcels of land in Saugus, Essex County, Massachusetts situated on Denise Drive and Diamond Street and shown as Lots 1, 3, 5, 7, 9 and 11 on a plan entitled "Definitive Subdivision Plan Land in Saugus" by Carter B. Towers, Eng'r Corp., dated June 19, 1979 and filed with Essex South District Deeds in Plan Book 160 as Plan 97.

There is, as appurtenant to the parcels the right to use in common with all others entitled thereto all streets and ways shown on said Plan for all purposes for which public ways are used in the Town of Saugus, including specifically such rights in Diamond Street and Denise Drive.

Being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. dated October 22, 2001 and recorded with said Registry of Deeds in Book 17843, Page 194.

THIRD PARCEL - REGISTERED LAND

That certain parcel of land situate in Saugus, County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY by the southeasterly line of Lynn Fells Parkway, 11.12 feet;
 NORTHERLY by land now or formerly of Lillian E. Newhall, 114.26 feet; and
 NORTHEASTERLY 130 feet,
 SOUTHEASTERLY 160 feet, and
 SOUTHWESTERLY 133.75 feet by land now or formerly of Elizabeth Conley, and
 WESTERLY by land now or formerly of Louis Gerondelis et al, 50.55 feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 15302-A, filed with original Certificate of Title No. 10353 in Southern Registry District for Essex County.

The above parcel is presently covered by Certificate of Title No. 73311 in Registration Book 387.

FOURTH PARCEL – NOT REGISTERED

Those certain parcels of land in Saugus, Essex County, Massachusetts situated on Denise Drive and Diamond Street and shown as Lots 2, 4, 6, 8 10 and 12 on a plan entitled "Definitive Subdivision Plan Land in Saugus" by Carter & Towers Eng'r Corp., dated June 19, 1979 and filed with Essex South District Deeds in Plan Book 160 as Plan 97.

There is, as appurtenant to the parcels the right to use in common with all others entitled thereto to all streets and ways shown on said Plan for all purposes for which public ways are used in the Town of Saugus, including specifically such rights in Diamond Street and Denise Drive.

The Fourth Parcel hereinabove, being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. recorded with Essex South District Registry of Deeds on July 12, 2001 in Book 17407, Page 471.

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