

**STANDARD FORM  
PURCHASE AND SALE AGREEMENT**

Date: October 22, 2018

**1. PARTIES AND MAILING ADDRESSES**

The Congregational Church of Needham, a Massachusetts non-profit corporation, with its principal office at 1154 Great Plain Avenue, Needham, MA, hereinafter called the SELLER, agrees to SELL, and Petruzzello Properties, LLC, a Massachusetts limited liability company, with a principal office at 21 Eastbrook Road, Dedham, MA, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

The land with the buildings thereon known as and numbered as 1180 Great Plain Avenue, Needham, MA, as more fully described in a deed dated July 8, 2014 and recorded at Norfolk Registry of Deeds in Deeds Book 32379, Page 233.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and all appliances as present at the time of Buyer's Offer to Purchase, all in their present condition, reasonable wear and tear excepted.

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days (7) before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of

- the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record.

**5. PLANS**

N/A.

**6. REGISTERED TITLE**

N/A.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Million Five Hundred Thousand (\$2,500,000.00) dollars, of which

\$ 1,000.00	have been paid as a deposit with the Offer; and
\$ 124,000.00	have been paid as a deposit this day, and
	Agreement
\$2,375,000.00	are to be paid at the time of delivery of the deed by certified check, Cashier's, treasurer's or bank attorney's IOLTA check(s) drawn on a Massachusetts bank or wire transfer.

                      
\$2,500,000.00

TOTAL

**8. CLOSING DATE; DELIVERY OF DEED**

Such deed is to be delivered at 12:00 Noon on the 28<sup>th</sup> day of February, 2019 at the Norfolk District Registry of Deeds, or at Buyer's lender's office. See Paragraph 48 below.

**9. POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, (c) in compliance with provisions of any instrument referred to in clause 4 hereof and other terms and conditions of this agreement. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

## **10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance to comply with any provision of this Agreement, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended up to a period of thirty days. "Reasonable efforts" shall not require the SELLER to spend over \$15,000.00 to effect such cure, exclusive of taxes and current mortgages and voluntary liens, but inclusive of attorney's fees. After any such extension, Seller shall notify Buyer in writing once title has been cleared and the parties shall close on a mutually acceptable day within the extension period. Sellers shall not be excused from vacating the premises at the time set for closing for reasons such as unavailability movers, inconvenience, or other such delays in performance.

## **11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

## **12. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price,

on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a deed by the BUYER, or his nominee, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

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

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, in the case of institutional mortgages, arrangements for subsequent recording are made in accordance with customary conveyancing practice.

**15. INSURANCE**

Until delivery of the deed, SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$ As presently insured
(b)	

Risk of loss to remain with SELLER until the deed is recorded.

*A*

*A*

*Amount of Coverage*

**16. ADJUSTMENTS**

Final water and sewer charges shall be paid by SELLER and taxes for the then current fiscal year shall be apportioned and the fuel value shall be adjusted, based upon written reading and receipt from Seller's fuel company, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed.

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

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

#### **18. BROKER'S FEE**

A broker's fee for professional services of 4% of the purchase price is due from the SELLER to Benoit Mizner Simon & Co., LLC, 936 Great Plain Avenue, Needham, MA, payable if, as and when the title passes and the deed is recorded and the purchase price is paid to SELLER, and not otherwise.

#### **19. BROKER(S) WARRANTY**

The brokers named herein warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

#### **20. DEPOSIT**

All deposits made hereunder shall be held in escrow by Benoit Mizner Simon & Co., LLC, at the office of Team Pearlstein, as escrow agent, in a federally insured, interest bearing account, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or final court order. All interest shall be divided equally between the parties at closing, except that in the event the closing does not take place all interest shall follow the deposit.

#### **21. BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole remedy at both Law and Equity. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER's default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (1) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of

BUYER's default thereunder; (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.

**22. RELEASE BY HUSBAND OR WIFE**

N/A.

**23. BROKER AS PARTY**

The Brokers named herein join in this agreement and become parties hereto, insofar as any provision of this agreement expressly applies to the Brokers, and to any amendments or modifications of such provision to which the Brokers agree in writing.

**24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**25. WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations made by the SELLER, except those specifically provided herein. NONE.

**26. MORTGAGE CONTINGENCY CLAUSE**

Intentionally omitted. Notwithstanding the lack of a mortgage contingency, Buyer shall have the right to finance the purchase through a lender of Buyer's selection.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, superseding any prior agreement(s) of the parties with any such prior agreements becoming null and void upon execution of this agreement, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If a section of this agreement is determined by a court to be invalid, this shall

not impinge on the validity of the remaining sections, and they shall remain in full force and effect. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

## **28. LEAD PAINT LAW**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

## **29. SMOKE AND CARBON MONOXIDE DETECTORS**

The SELLER shall, at the time of delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located, stating that the premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

## **30. NOTICES**

All notices which may be given or required hereunder shall be deemed to have been given if in writing and (1) hand delivered, (2) transmitted by confirmed facsimile or email, (3) mailed by certified mail, return receipt requested, or (4) sent by commercial overnight carrier,

to the Seller c/o Robert T. Smart Jr., Esq., 399 Chestnut Street, Needham, Ma. 02492, TEL: 781-444-9344, FAX: 781-449-0242, EMAIL: bob@robertsmart.net.

to the Buyer c/o Peter A. Zahka, II, Esq., P Zahka II, PC, 12 School Street, Dedham, MA 02026, TEL: 781-329-2601, FAX: 781-326-0617, EMAIL: peter@zahkalaw.com.

Notice shall be deemed complete upon confirmed transmission, in the case of facsimile or email, and upon receipt, in the case of mailing, courier or hand-delivery.

## **31. ACCESS**

The BUYERS shall have access to the premises on not greater than 3 occasions, *excluding BUYER's final walk through*, at reasonable times and upon reasonable notice (not less than 24 hours) for appraisals, for bank and other inspections as provided for in

this agreement, and taking measurements, such access to take place prior to the final walk-through, and in the presence of SELLER or agent so designated by the SELLER. Neither BUYER nor any agent of BUYER may make any sort of alteration to the premises during their access, without prior written consent of SELLER. Access under this paragraph shall be at the sole risk of BUYER, and BUYER shall indemnify and hold harmless SELLER against all claims arising out of such access. See Paragraph 48 below.

### **32. CLOSING DOCUMENTS.**

Seller, or Seller's agent under a written power of attorney, agrees to execute all reasonable and customary closing documents and certificates requested by Buyer's lender, its attorney, or Buyer's attorney, or Buyer's title insurance company, including but not limited to: (a) an affidavit to Buyer and Buyer's title insurance company certifying that there are no persons or parties in possession of the premises, that all municipal liens including water, sewer and electricity have been paid, and that no work has been done on the premises which would entitle anyone to claim a mechanic's or materialmen's lien with respect to the premises; (b) Internal Revenue Code Section 1099-B (proceeds from broker and barter exchange transactions) and Section 1445 (foreign persons) forms; (c) an affidavit that there is no urea formaldehyde foam insulation on or in the premises; (d) a certification as to the financial terms of the purchase and sale agreement and as to the true purchase price of the premises and whether or not the Seller has or intends to lend to the Buyer a portion thereof.

### **33. TITLE PROVISIONS**

Title to the property shall not be deemed to be in conformance with the requirements of Paragraph 4 of this Agreement unless:

(a) Title is insurable for the benefit of BUYER and BUYER's lender by a title insurance company reasonably acceptable to the BUYER and BUYER's lender, in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, without exceptions other than those permitted under Paragraph 4 hereof or those printed on the policy jacket, and it is agreed that in the event an owner's title policy can only be written with so-called affirmative coverage against a known title defect, then BUYER shall have the right, based on reasonable judgment of counsel, to deem such title unmarketable, and, further, it is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known title defect or problem, the Buyers may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this agreement and receive back their deposit;

(b) All buildings, structures and improvements, including but not limited to, any driveways, garages, septic systems and cesspools, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person, unless under recorded easement or license;

(c) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises, unless under recorded easement or license;

(d) The premises shall abut a public way or a private way to which Buyer shall have both pedestrian and vehicular access, and if a private way, that such private way in turn has satisfactory access to a public way; which public way is duly laid out or accepted as such by the City or Town where the premises are located.

(e) Certificates of Compliance for any outstanding wetlands Orders of Condition have been recorded or delivered for recording at closing.

#### **34. PREMISES**

The premises shall be delivered at closing in broom clean condition, and the buildings and grounds shall be delivered free of trash, debris and personal property not included in the sale. Delivery is to be made with all plumbing, heating, air conditioning, electrical, lighting, waste disposal, hot water delivery systems, all equipment, utilities and appliances in the same condition as at the time of Buyer's Offer, reasonable wear and tear excepted.

#### **35. TITLE STANDARDS**

Any matter which is the subject matter of a title, practice or ethical standard adopted by the Massachusetts Real Estate Bar Association at the time of delivery of the deed shall be governed by said standard to the extent applicable.

#### **36. READINGS**

The SELLER shall deliver at closing all necessary readings to make the closing adjustments required by the terms of this Agreement.

#### **37. TAX AND MORTGAGE INFORMATION**

SELLER will provide its tax identification number at closing, for tax reporting. If there are any outstanding mortgages, the Seller shall provide the appropriate information and authorization to obtain payoffs to counsel for Buyer or Buyer's lender promptly upon request therefor.

### **38. ERRORS OR OMISSIONS**

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months after the date of delivery of the deed to the party to be charged, then such party agrees to make such payment and/or sign such documents as may be necessary to correct the error or omission.

### **39. BROKERS**

BUYER and SELLER mutually warrant and represent to each other that neither has dealt with a real estate broker or salesperson in connection with this transaction other than as identified in this Agreement, and that neither was directed to the other by any such agent or broker other than as identified herein, and each agrees to indemnify and hold the other harmless against all costs, damages, expenses or liability, including attorneys fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provisions of this paragraph shall survive delivery of the deed.

### **40. AUTHORIZATION TO SIGN MODIFICATIONS AND NOTICES**

The parties grant to their respective attorneys (listed in the Notice section, above) the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorney(s), including faxed signatures, unless they have actual knowledge that a party has disclaimed the attorney's authority granted hereunder.

### **41. FAXED OR ELECTRONIC SIGNATURES**

Faxed or electronic signatures on this agreement or any modifications thereto shall be considered as binding as original signatures.

### **42. EXECUTION OF DEED**

The deed shall be executed by officers of Seller authorized to sign for Seller. It is agreed that a deed executed under a power of attorney shall not constitute a satisfactory deed under this agreement.

#### **43. WAIVER OF INSPECTION**

BUYER has knowingly and voluntarily waived his right to have a professional inspection of the premises.

#### **44. INTERNAL REVENUE CODE SECTION 1445**

Seller certifies that it is not a foreign person, and therefore the Buyer is not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the Premises to the Buyer, and Seller agrees to execute an affidavit to this effect at the closing.

#### **45. TITLE INSURANCE**

Sellers agree at the closing to execute a statement under oath to any title insurance company issuing a policy to Buyers or their Lender to the effect that (1) there are no tenants, leases or parties in possession of the Premises, and (2) Sellers have no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanic's or materialmen's lien on the Premises.

#### **46. SELLER'S WARRANTIES AND REPRESENTATIONS**

Seller warrants and represents that:

- (a) The premises are served by municipal water and sewer
- (b) Seller is unaware of any pending betterment assessments
- (c) There are no management, service, equipment or similar agreements with respect to or affecting all or any portion of the Premises which shall be binding upon **BUYER** subsequent to the delivery of the deed;
- (d) the **SELLER** has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters.
- (e) **SELLER** has no knowledge of any underground fuel storage tanks currently on the Premises and states that **SELLER** has not removed any such tanks from the Premises; and (b) other than reasonable quantities of normal household products, **SELLER** has not generated, stored, used, disposed of, or released any toxic or hazardous substances (as same is defined by M.G.L. Ch. 21E) in, on, or from the Premises.

#### **47. FIRE OR OTHER CASUALTY**

Notwithstanding any provision to the contrary, in the event of fire or other casualty causing damage to the premises in excess of \$5,000.00, then BUYER shall notify SELLER and give SELLER a reasonable opportunity to cure the damage prior to closing. If SELLER then fails to cure the damage, at BUYER's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be null and void and without recourse to the parties hereto. In the event the BUYER exercises this option, the \$5,000 per month payments made by BUYER pursuant to Section 48D hereof shall not be refunded.

#### **48. CONTINGENCY, INTERIM PAYMENTS**

A. BUYER's obligations and performance under this Agreement is subject to and conditional upon BUYER, at BUYER's sole cost and expense, obtaining all necessary and proper final permits, approvals, and licenses (which may include an amendment to the Needham Zoning By-Law or Zoning Map, or an application under Chapter 40B of the General Laws of Massachusetts), for the redevelopment of the existing building on the Premises into not less than eighteen (18) residential dwelling units (the "Project"). BUYER agrees to proceed diligently to obtain such permits. Such permits, approvals, and licenses shall be considered "final" upon the expiration of any appeal period without any appeal, or in the event of any appeal the dismissal or withdrawal of the same. SELLER agrees to cooperate with BUYER by providing written authorization to BUYER to file for such permits and licenses, provided, however, such cooperation shall be at no cost or expense to SELLER. SELLER hereby authorizes BUYER to make application for said permits, approvals, and licenses, in BUYER's name. The BUYER acknowledges that it is aware the SELLER does not agree to permit the BUYER access across the SELLER's property at 1154 Great Plain Avenue, Needham, and does not agree to allow BUYER any parking rights at 1154 Great Plain Avenue, Needham. In the event that Buyer does not obtain such approvals, licenses and permits prior to the date set forth in Paragraph 8 of the Agreement for delivery of the deed, BUYER, at BUYER's option may terminate the Agreement, or may extend the date for delivery of the deed for a period of not more than thirty (30) days. If at the expiration of the extended time, BUYER has failed to obtain such approvals, licenses and permits, BUYER may terminate this Agreement, and all deposits made by BUYER shall be forthwith refunded. In the event that BUYER terminates this Agreement hereunder, the \$5,000 per month payments made by BUYER pursuant to Section 48D hereof shall not be refunded. In the event that BUYER obtains such approvals, licenses and permits prior to the date set forth in Paragraph 8, the date for the delivery of the deed shall be at a date prior to said date as agreed to by the parties hereto.

B. Notwithstanding any provision in Paragraph 48.A. above to the contrary, the parties agree and understand that BUYER shall consult with various Town of Needham officials and staff relative to the Project. If as a result of such consultations BUYER determines that permits, approvals, or licenses for the Project are not likely to be granted (or in the

event that Town Meeting approval is required and is unlikely to be acted upon prior to the date set forth in Paragraph 8), BUYER, at BUYER'S option, may either (a) terminate this this Agreement, and all deposits made by BUYER shall be forthwith refunded, or (b) may seek permits, approvals, and licenses for development of a child care facility at the Premises. In the event BUYER elects option (b) under this Paragraph 48B, then the term Project under Paragraph 48A above shall be considered a child care facility. If BUYER terminates hereunder, it shall not be refunded the \$5,000 per month payments made by BUYER pursuant to Section 48D hereof.

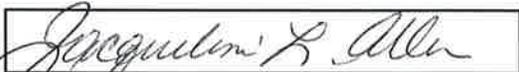
C. BUYER shall have the right to conduct such soil tests and other tests (including but not limited to such tests required for a so-called Phase 1 Environmental Assessment) at the Premises; provided, that BUYER shall first provide to SELLER at least 48 hours' notice for access to the premises for the purposes set forth in this paragraph, and, prior to any soil testing shall notify SELLER of its desire to do so and identify the reasons therefor. After any such testing, SELLER shall restore the Premises to its original condition. All access to the Premises shall be at BUYER's sole risk and BUYER shall indemnify and save SELLER harmless from any liability arising out of such access or testing.

D. From the date of execution of this Agreement to the date Buyer has obtained its permits and notified Seller that he is ready to close (interim period), Buyer shall pay to Seller \$5,000.00 per month. These payments are not refundable, and they will not be applied towards the purchase price. The payments shall be made on the first of each month during the interim period. If this Agreement is signed on a date other than the first day of a month, Buyer shall make a prorated payment, based on \$5,000.00 per month, to Seller. No commission shall be due to the brokers on these \$5,000.00 per month payments.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Executed as an instrument under seal on the date above written.

The Congregational Church of Needham,  
Seller, by:



By: Jacqueline L. Allen  
Chair, Board of Directors

Petruzziello Properties, LLC  
Buyer, by:

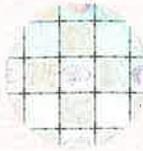


dotloop verified  
10/22/18 1:22PM EDT  
PAKA-OYME-F1GF-5HVH

Giorgio Petruzziello, Member

**PETRUZZIELLO PROPERTIES LLC**

MAIN OFFICE ADDRESS  
21 EASTBROOK ROAD  
DEDHAM, MA 02026



53-7172/2113

**Dedham Savings**

**6038**

10/22/2018

PAY TO THE  
ORDER OF

Benoit Mizner Simon

**\$ \*\*125,000.00**

One Hundred Twenty-Five Thousand and 00/100\*\*\*\*\* DOLLARS

Benoit Mizner Simon

MEMO



deposit 1180 Great Plain Ave Needham

⑈006038⑈ ⑆211371722⑆ 54100358 8⑈

PETRUZZIELLO PROPERTIES LLC

Benoit Mizner Simon

10/22/2018

**6038**

125,000.00

Checking

deposit 1180 Great Plain Ave Needham

125,000.00