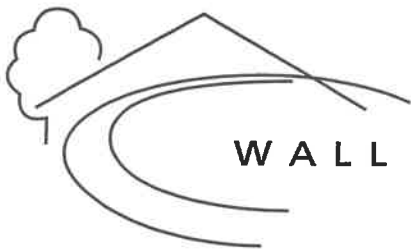


**APPLICATION STATUS
DIAMOND HILL ESTATES
WALPOLE, MA
FEBRUARY 27, 2020**

Wall Street Development Corp. and Diamond Hill Development LLC (to be formed) agree to conform to the limited dividend requirements of M.G.L. Chapter 40B that requires the developer abide by the dividend limitations imposed by the housing program being utilized. Accordingly, Wall Street Development Corp. and Diamond Hill Development LLC will agree to be bound by whatever dividend limitations that may be imposed by MassHousing, as the subsidizing agency



WALL STREET DEVELOPMENT CORP.
REAL ESTATE DEVELOPERS

February 14, 2019

Mr. Michael J. Roof, Trustee
Mr. Robert C. Tomasello, Trustee
Diamond Brook Realty Trust
P.O. Box 31
South Walpole, MA 02071

RE: Property off Dupee Street - Walpole, MA
Purchase and Sale Agreement dated February 14, 2019

Dear Mr. Roof and Mr. Tomasello:

This letter is to confirm that you have entered into a purchase and sale agreement with Wall Street Development Corp. ("Wall Street") dated February 14, 2019 for the property owned by Diamond Brook Realty Trust off Dupee Street in Walpole, MA (the "Agreement"). In connection with the Agreement, Wall Street is to make application to the town of Walpole Planning Board, Board of Appeals and Conservation Commission, along with other municipal departments, seeking approval of permits and approvals develop this property.

In addition, this letter shall authorize Wall Street, or Wall Street's agents, to execute any applications, on your behalf as the property owners, or any other documents reasonably necessary or required in order to obtain the required approvals from the Walpole Planning Board, Board of Appeals and Conservation Commission or any other municipal or state permits. Copies of any such applications executed on your behalf, along with any plans filed accompanying such applications, will be forwarded to you for your records. To evidence your authorization, it would be appreciated if you would acknowledge so in the space provided below and return a signed copy to Wall Street Development Corp., P.O. Box 272, Westwood, MA 02090 or by email at lou@wallstreetdevelopment.com.

Thank you for your attention in this matter. Should you have any questions. please do not hesitate to contact my office.

Sincerely,

WALL STREET DEVELOPMENT CORP.

Louis Petrozzi
Louis Petrozzi, President

The above stated authorization is hereby acknowledged and agreed.

Michael J. Roof 2-14-19
Michael J. Roof, Trustee Date

Robert C. Tomasello 2/14/19
Robert C. Tomasello, Trustee Date

P.O BOX 272, WESTWOOD, MA 02090
TEL. 781 440 0306 FAX. 781 440 0309
EMAIL wallstreetdc@gmail.com
www.wallstreetdevelopment.com

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This 14th day of February, 2019

**1. PARTIES
AND MAILING
ADDRESSES**

**MICHAEL J. ROOF, TRUSTEE AND ROBERT C. TOMASELLO, TRUSTEE OF
DIAMOND BROOK REALTY TRUST, P.O. Box 31, South Walpole, Massachusetts 02071**

hereinafter called the SELLER, agrees to SELL and

WALL STREET DEVELOPMENT CORP., P.O. Box 272, Westwood, Massachusetts 02090

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms set forth, the following described premises:

2. DESCRIPTION

A certain parcel of land off Dupee Street in Walpole, MA containing approximately 52,238 square feet, more or less and being shown as Lot "2" on a plan entitled "Plan of Land in Walpole, MA" dated April 6, 2004 prepared by John R. Anderson & Associates, Walpole, MA and recorded with the Norfolk County Registry of Deeds as Plan No. 36 of 2004 in Plan Book 522, a copy attached as Exhibit "A". For title reference see deed recorded in the Norfolk Registry of Deeds at Book 20779, Page 209.

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

~~Included in the sale as a part of said premises are the buildings, structures, and improvements now constructed thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any all wall to wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant hereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and all light fixtures, ceiling fans, and window treatments.~~
but excluding

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 who shall only be an entity in which BUYER is a principal or beneficiary, by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement.
- (c) Such taxes for the then current 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, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;
- (f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate to recording or registration.

**6. REGISTERED
TITLE**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars that shall be paid by Buyer to Seller as follows:

\$ 1,000.00	have been paid as a deposit this day with the execution of this Agreement;
\$ 5,000.00	are to be paid as an additional deposit 180 days from the date of this Agreement; and
\$ 244,000.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or conveyance attorney's escrow account check.
\$ _____	
\$ 250,000.00	TOTAL

8. TIME FOR PERFORMANCE DELIVERY OF DEED

Such deed is to be delivered at 12:00 P.M. on the 28th day of March, 2020 at the Norfolk County Registry of Deeds*, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Such Time for Performance provided herein shall be subject to the Buyers satisfaction of the conditions outlined in Addendum A, attached hereto.

9. POSSESSION AND CONDITION OF PREMISE

Full possession of said premises free of all tenants and occupants, constructed as provided herein, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. 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, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then 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, unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession 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 for a period of thirty (30) days. Seller's reasonable efforts shall be limited to the expenditure of \$2,000 exclusive of discharging mortgage(s), municipal liens, and voluntary encumbrances.~~

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 as the case may be shall be deemed to be a full performance and discharge of every agreement and obligation hereunder contained or expressed, except such as are, by the terms hereof, or as agreed in writing by the parties hereto, 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.
15. INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
Type of Insurance *Amount of Coverage*
(a) Fire and Extended Coverage None
(b) Risk of loss shall remain with Seller until deed is recorded by Buyer.
16. ADJUSTMENTS ~~Collected rents, mortgage interest, Water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount hereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~
17. ADJUSTMENT OF UN-ASSESSED AND ABATED TAX 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 _____ is due from the SELLER to, _____ the Broker(s) herein, but if the SELLER pursuant to the terms of clause 24 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser only if and when the deed is recorded and the full purchase price is paid, and not otherwise, regardless of the reason for not closing.
19. BROKER'S WARRANTY The Broker(s) named herein _____ warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by the Seller 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
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 ~~unless within thirty days after the time for performance this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.~~ And this shall be SELLERS' sole remedy at law and in equity, the parties agree that the SELLERS' damages would be difficult to determine and the deposit is a fair estimate of SELLERS' damages.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) 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 nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER or the Broker(s): See Addendum "A".

26. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of no more than 80% of the purchase price from Needham Bank. \$ _____ .00 at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before _____, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.

Should the Seller exercise its extension pursuant to Paragraph 10, Buyer will use reasonable efforts to extend its mortgage commitment with Needham Bank through the end of Seller's extension. If there is any cost associated with the extension to the commitment, Buyer shall immediately notify Seller and Seller shall have the option of paying same. If there is a cost to extend Buyer's commitment and Seller refuses to pay same, the purchase and sale agreement shall be terminated and Buyer's deposit shall be refunded.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures 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 two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises 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 DETECTORS

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

30. ADDITIONAL

The initialed rider's, if any, attached hereto, are incorporated herein by reference.

I. Addendum "A" - Attached hereto; and

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

SELLER



Michael J. Roof, Trustee

SELLER



Robert C. Tomasello, Trustee

BUYER



Wall Street Development Corp.
By: Louis Petrozzi, President

Taxpayer Id/Social Security No. _____

Taxpayer Id/Social Security No. _____

ADDENDUM "A" ~~FEBRUARY~~ ^{FEBRUARY 14th 2019}
PURCHASE AND SALE AGREEMENT DATED ~~MARCH~~ ^{FEBRUARY 14th 2019}, 2018 BY AND
BETWEEN DIAMOND REALTY TRUST (SELLER) AND WALL STREET
DEVELOPMENT CORP. (BUYER)

The following additional terms and provisions shall be incorporated into the above mentioned Purchase and Sale Agreement:

- 1) Buyer obtaining approval from the Walpole Board of Appeals ("Appeals Board") of a Comprehensive Permit under M.G.L. c. 40B to allow for a multi-family development for not less than 8 dwelling units (the "Development") on the Property and any other permits or approvals required to accomplish the approval of the Development;
- 2) Buyer obtaining approval to connect the proposed Development and the resulting dwelling units to municipal sewer and water service;
- 3) Buyer or Buyer's designees shall reasonable access to the premises at the Buyer's sole risk, upon reasonable notice to the Seller, during the period prior to the date of closing for the purposes necessary or helpful to the sale including but not limited to engineering surveys, soil testing, inspections, bank appraisals and other tests, surveys or studies required or requested by the Planning Board or Commission;
- 4) Seller agrees to not object to the Buyer's efforts to obtain any of the permits and approvals outlined herein and agrees to cooperate with the Buyer efforts to satisfy the conditions outlined herein. Said cooperation shall include, but not be limited to, the execution of any related applications and authorizations required to be submitted to the various municipal boards or state agencies;
- 5) Buyer and Seller acknowledge that there are no brokers or any other parties involved in this transaction who are entitled to compensation in the sale of the premises;
- 6) This Agreement shall authorize Buyer, or Buyer's agents to execute any applications, on your behalf, as the property owner, or any other document reasonably necessary or required in order to obtain the required approvals from the Commonwealth of Massachusetts and Town of Walpole, including Appeals Board, Planning Board, Conservation Commission or any other related permits. Copies of any such applications executed on your behalf, along with any plans filed accompanying such applications, will be forwarded to you for your records;
- 7) In the event that any of the conditions outlined herein have not been satisfied by the Time for Performance set forth in Paragraph 8 of the Agreement, above, then Buyer, at Buyer's sole discretion, may extend the Time for Performance for an additional One Hundred Twenty (120) days in consideration of payment of an additional deposit of Two Thousand and 00/100 Dollars (\$2,000.00), which deposit shall be credited toward the purchase price at closing. Buyer may request additional One Hundred Twenty (120) day extensions to the Time for Performance upon payment of additional deposits of Two Thousand and 00/100 Dollars (\$2,000.00) until the satisfaction of such conditions and the expiration of all appeal periods,
- 8) Buyer agrees to pay Seller additional consideration of \$20,000 for every additional market unit over eight (8) units approved in the development. Said additional consideration shall be paid at the time of closing;
- 9) Buyer agrees that Seller shall have a right of first refusal for the contract for construction management of the development. Said right of first refusal shall expire ninety (90) days following the date of closing; and
- 10) So long as this Agreement remains in effect, Seller shall keep all information and any other communication related to this transaction strictly confidential and shall not disclose or discuss any details of this transaction with any other parties.

The above additional terms and provisions, as outlined herein, are hereby acknowledged and accepted.

SELLER



Michael J. Roof, Trustee

2-14-19
Date

SELLER



Robert C. Tomasello, Trustee

2/14/19
Date

BUYER



Wall Street Development Corp.

2/14/19
Date