

RENE MUGNIER ASSOCIATES, INC.

STRUCTURAL ENGINEERS

777 CONCORD AVE, SUITE 201

CAMBRIDGE, MA 02138-1053 PHONE (617) 547 7773 FAX (617) 547 7743

May 21, 2018

Mr. Jacob Simmons
CRM Property Management
320 Washington Street, Suite 3FF
Brookline, MA 02445
Jacob.Simmons@CityRealtyBoston.com

RE: 587 Albany Street, Boston, MA

Dear Mr. Simmons:

This report documents our observations made on May 16, 2018 during our one-hour maximum visit to the referenced address.

This report is based on our observations, qualifications, and information provided to us during this visit. It does not claim to be an itemization of all structural problems and is intended only to provide the client with a general idea of the typical structural concerning problems observed during the walk-through inspection.

This visit was conducted as a walk-through without destructive tests and limited to portions of the structure which were exposed.

For the purposes of clarity and orientation, the left, right, front, and back relate to the observation of the building from the street looking at the front of the building.

Some pictures appear less dramatic than the description. They often do not reflect the importance of the damages but must be used for location. We recommend that the report be read while visiting the site with the pictures taken during our site visit to better understand the conditions.

All the following observations and recommendations relate only to structural items.

OBSERVATIONS AND RECOMMENDATIONS

The purpose of this visit was to observe the conditions of this three-story brick building suffering from substantial masonry damages and to comment on its structure. See pictures 1 through 51.

Much of it was caused by substantial differential settlement at the left side of the building created by improper foundations which are more exaggerated at the left side. This could be noticed by 45-degree cracks on the masonry of the building. See pictures 1 through 7.

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The masonry is also in bad condition and there is also the great risk of collapse. One could see dangerous vertical cracks. See pictures 9 and 10.

The cornice is also in imminent danger of collapse. See pictures 2 and 4.

The pier at the front left corner is in particularly bad condition as the masonry has badly degraded. One can see that the veneer is crumbling. See picture 11.

The lower level is a slab on grade, and it is important to know notice there is not enough shear wall; therefore, this building is not designed for seismic or wind conditions. See picture 12.

Upon penetrating the first floor the left wall indicates some advanced degree of deterioration of the masonry. See pictures 13 through 18 indicating cracks, loose bricks, etc.

Upon proceeding to the second floor we observed a noticeable movement of the stairs which are improperly supported on the right side as one could see in pictures 19 and 20.

We noticed a substantial movement of the floors; and as we went up the stairs, the movement is more exaggerated. See pictures 21 through 24.

As we proceeded to the roof we noticed that an old chimney was crumbling (see picture 25) and the skylights were in bad condition allowing rot and water to penetrate into the building. See pictures 26 through 29. The roof is bouncy indicating that the structure is most likely undersized.

Note that some pieces of masonry are falling from the roof above. At the time of our visit there were chunks of loose masonry and this is dangerous if they are blown into the street. See pictures 30 through 32.

There is a chimney at the back which is ready to collapse and should be addressed immediately. See pictures 33 through 35.

Pictures 36 through 38 indicate the deterioration of the stairs.

As we looked at the back of the building we noticed that the masonry is also in bad condition. See pictures 46 through 49. This is a strong indication that the left side of the building is settling more indicating differential settlements.

It is impossible to assess, maintain, or repair the right wall of the building. See pictures 50 and 51.

In our professional opinion the support of the fire escape is also improper as the posts are much too slender to support the top landing. See pictures 41, 44, and 45. We did not run calculations during this visit.

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We also noticed that the fire escapes were improperly accessible from the inside and should be done as soon as possible as this is a violation of the code.

II. RECOMMENDATIONS

For the time being, we recommend that you hire an insured and qualified contractor to temporarily shore the areas which are presently dangerous. This will give you up to six months to obtain the proper structural plans, select a contractor, and provide proper reinforcement of the structures.

As required by the Massachusetts State Building Code, structural plans must be drawn indicating the structures as they existed at the time of the investigation including all new reinforcements necessary to bring the structures up to Code. Such plans would be useful in that:

- They would allow necessary permits to be obtained for the repair work.
- They would provide a good way to estimate the work to be executed.
- They would document the executed work for future reference, such as an event of later alterations to the building.

It is also important that the structural engineer visit the site during construction to verify its compliance with the plans and structural recommendations.

It is our professional opinion that this building cannot be repaired economically as it is presenting in dangerous condition and the necessary temporary shoring by itself will be very difficult, expensive, and time consuming and will present the proper use of the building.

Our recommended opinion will be to demolish the building professionally. At this time you must hire a shoring contractor to make sure that the building is safe until it is demolished.

Conclusions in this report are based on the normal working life of various structural items. Predictions of life expectancy and the balance of useful life are not necessarily based on industry and/or statistical comparisons. It is essential to understand that actual working conditions can alter the useful life of any item. Previous use or misuse, irregular maintenance, faulty manufacture, unfavorable conditions, unforeseen circumstances and acts of God can make it impossible to state precisely when a specific item would require replacement. The client should be aware that certain components at the referenced property may have functioned normally at the time of the inspection, but due to their nature may have deteriorated rapidly without notice.

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Time spent in legal or insurance related items or subpoenas for fact-findings sent by you or the other party (parties), if needed, will be billed on an hourly basis and charged to you.

Structural and shoring work recommended herein requires design and supervision from a structural engineer.

If you disagree with any issues pertaining to this report, please contact our office and send us a marked-up copy with your comments.

Should you have any questions, or if you need further structural involvement, please feel free to contact us.

Please contact our office by phone, fax, or letter. If you would like to send an email, please contact our administrative assistant.

Ver

RENE MUGNIER, E., Principal
RENE MUGNIER ASSOCIATES, INC.
RM/jp

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RE: 587 Albany Street, Boston, MA

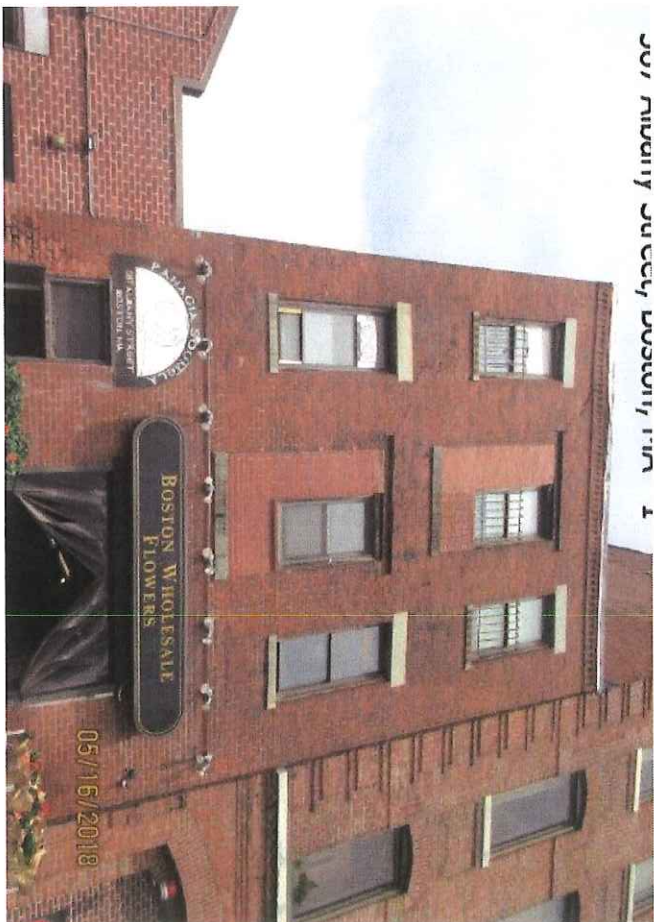
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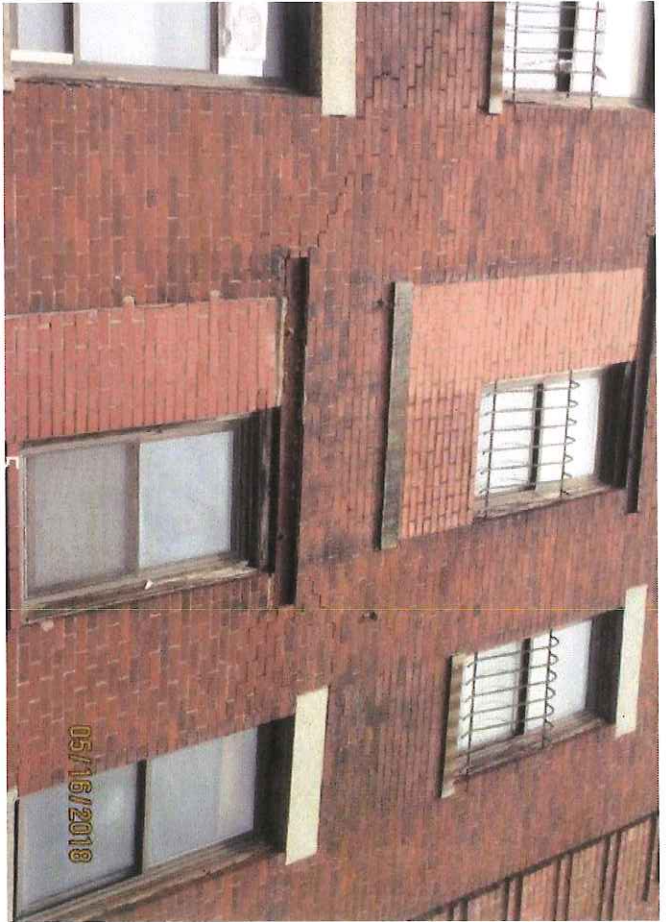
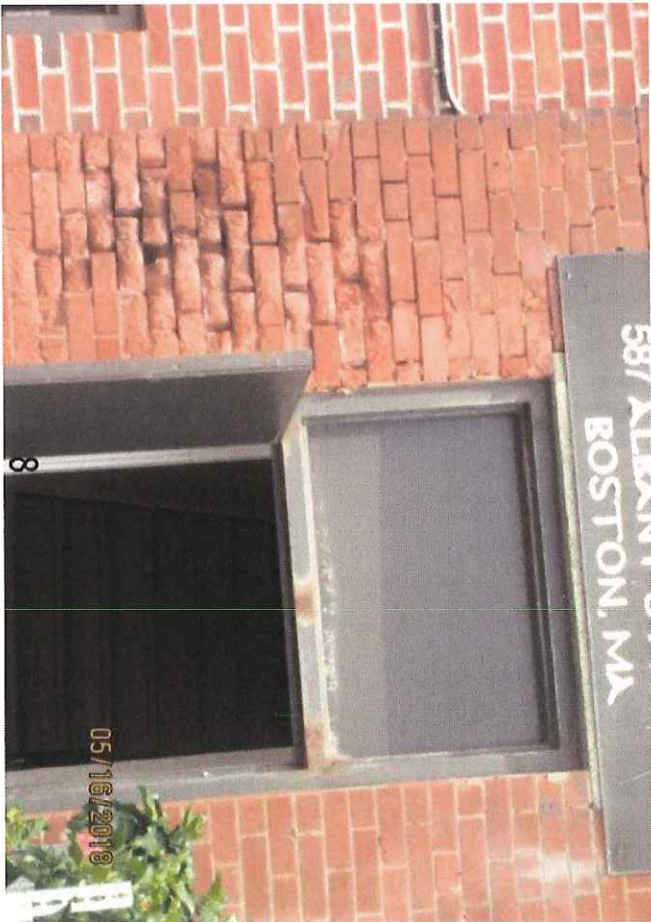
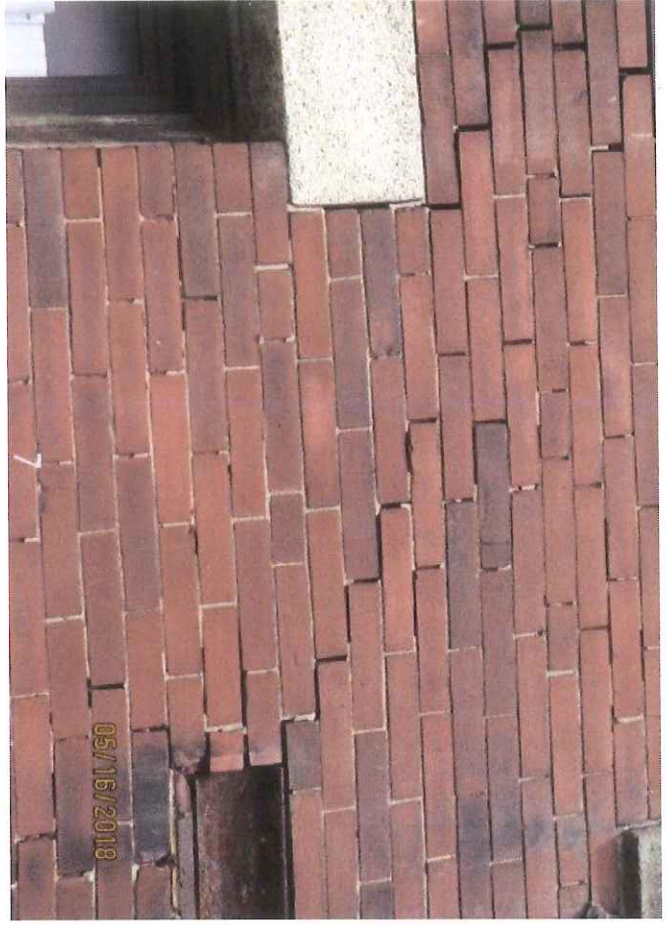
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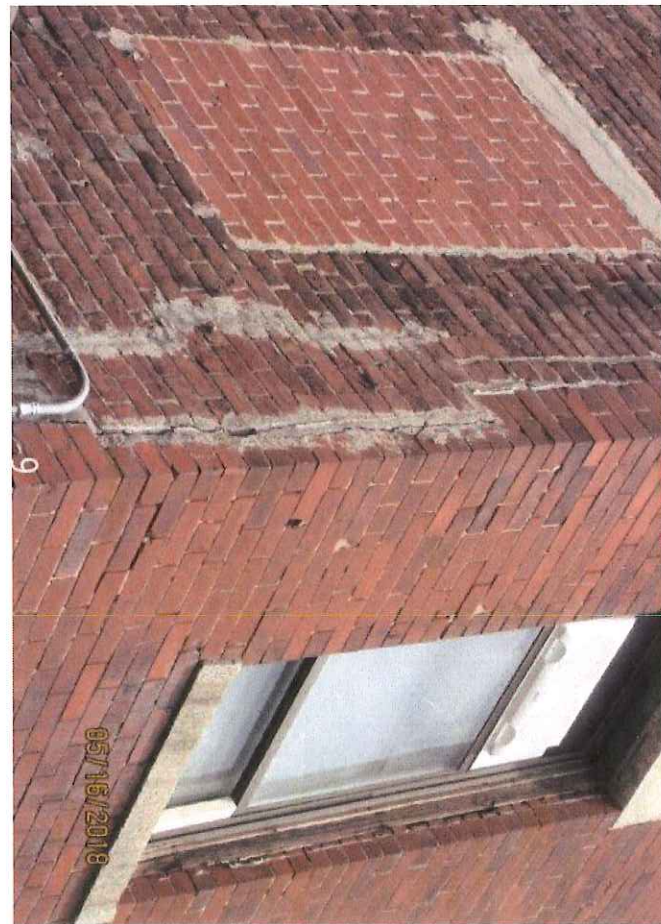
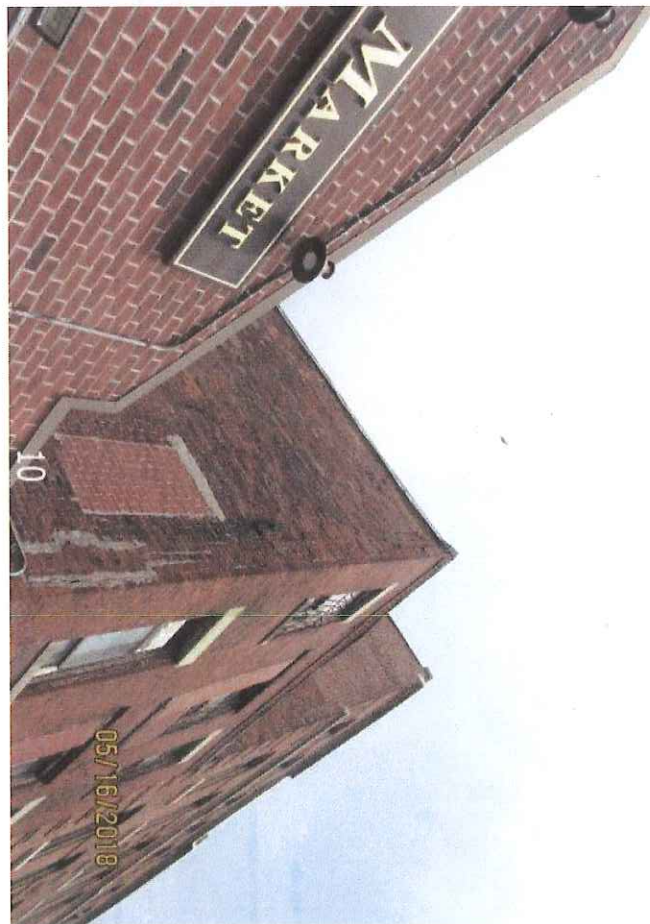
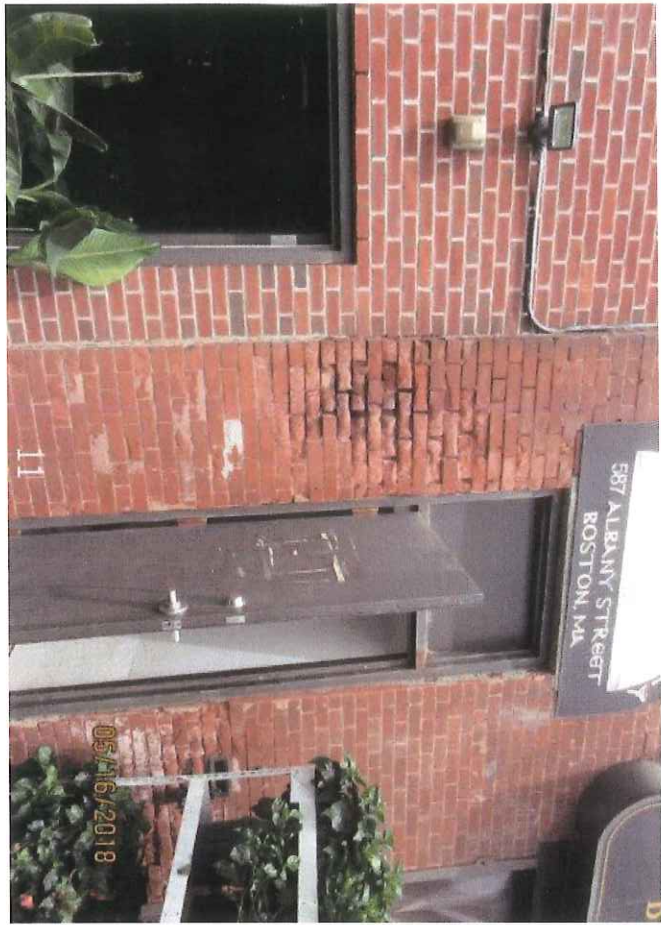
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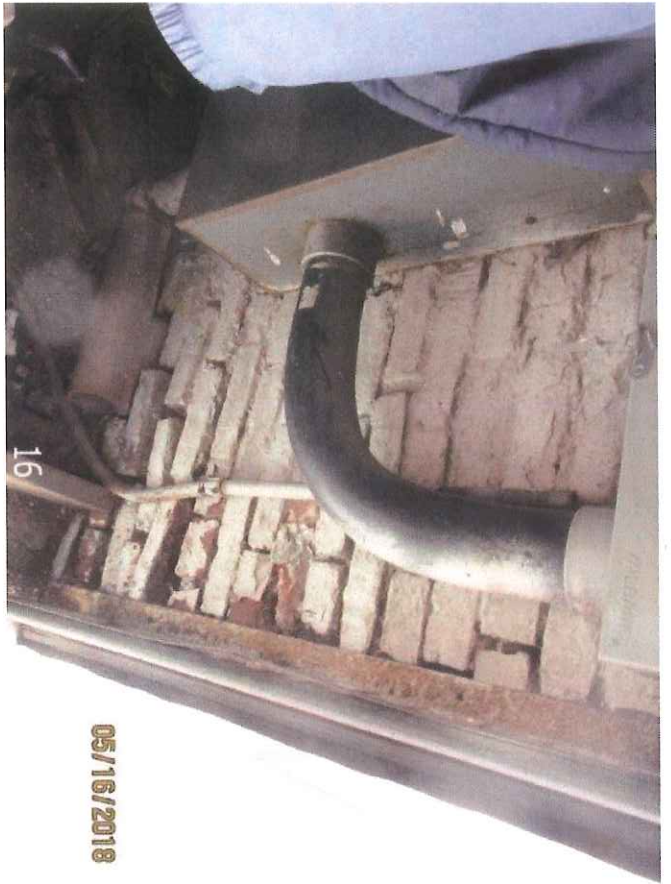
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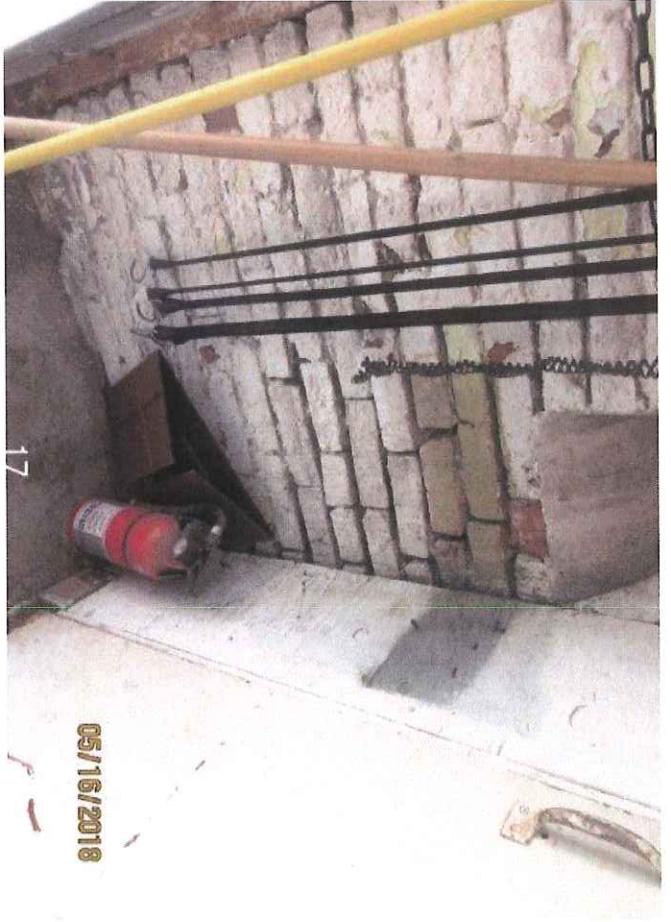
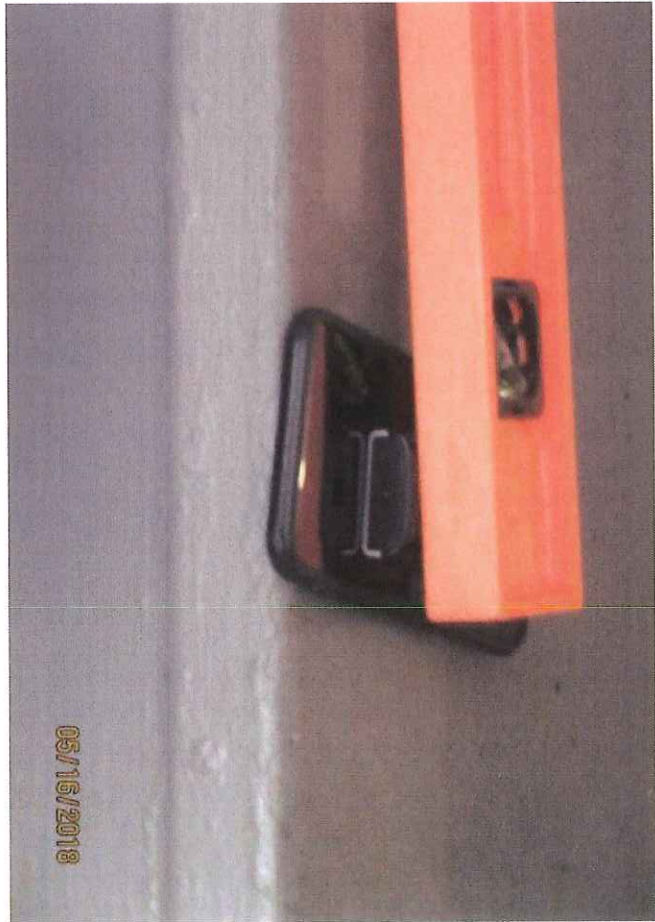
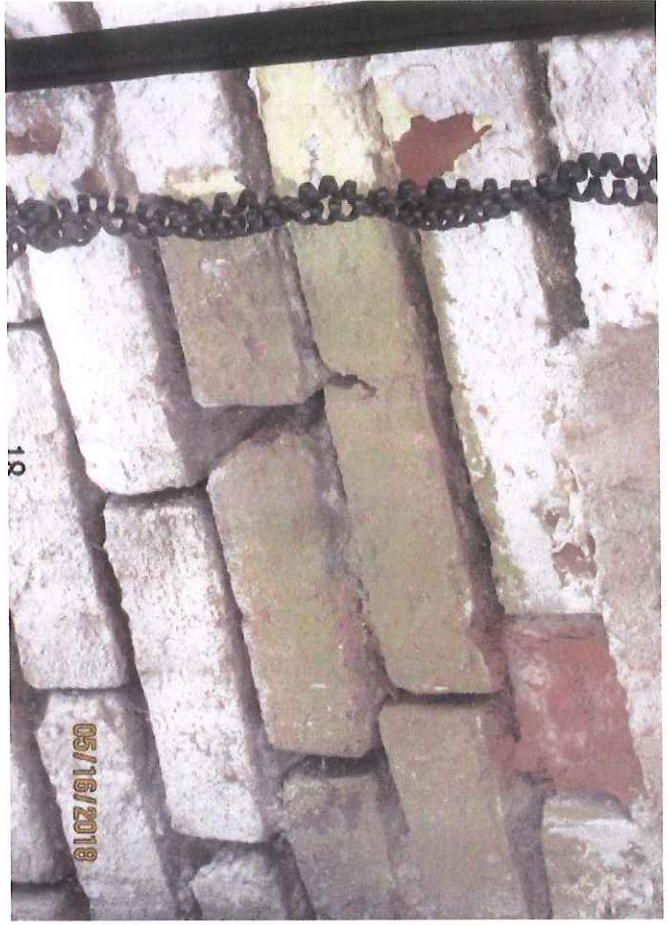


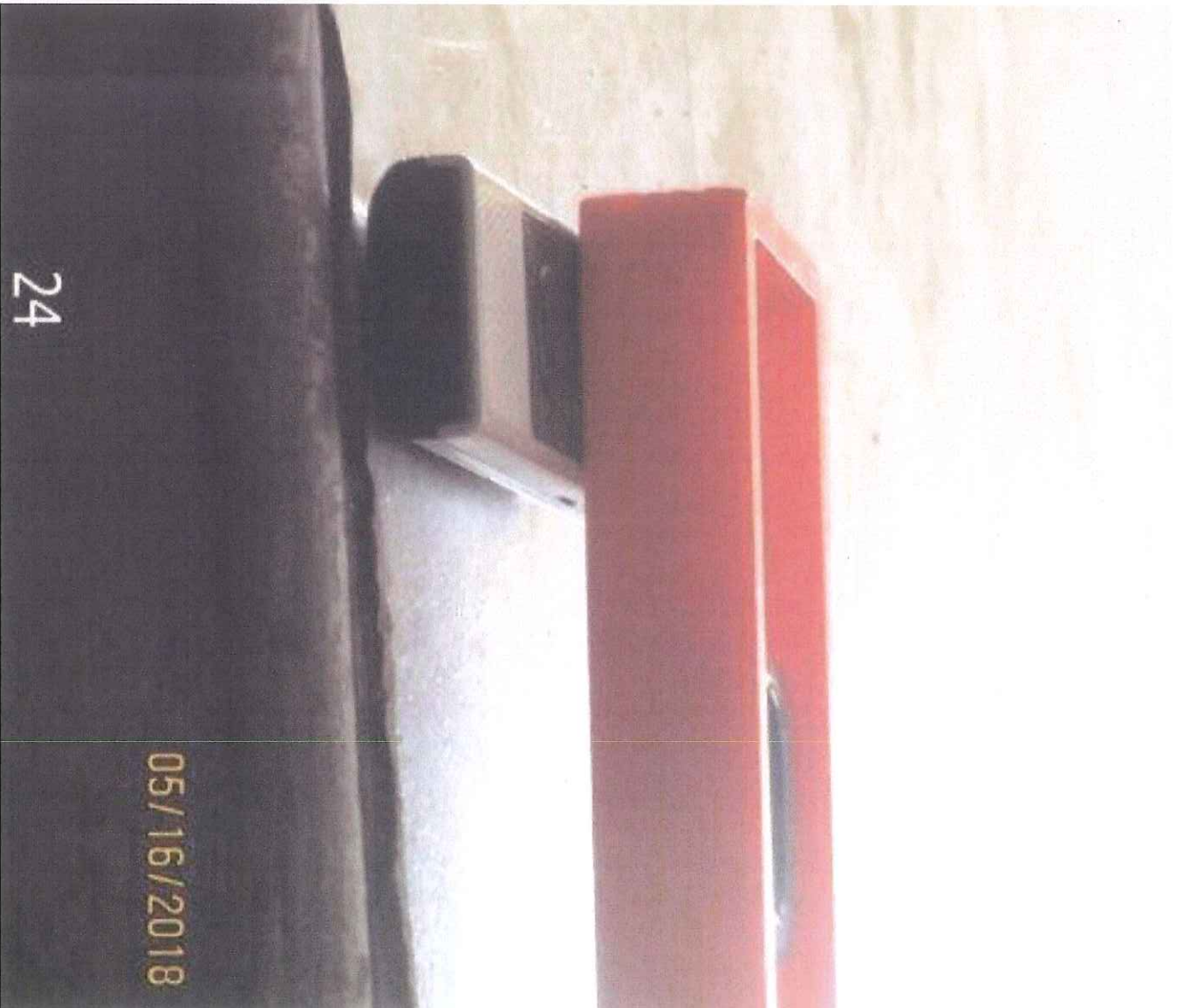
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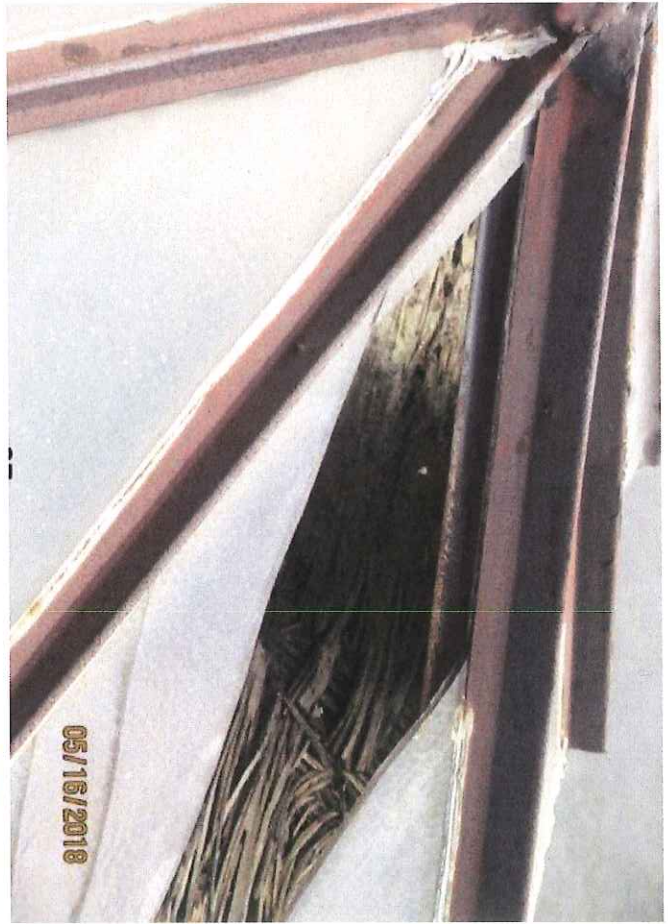


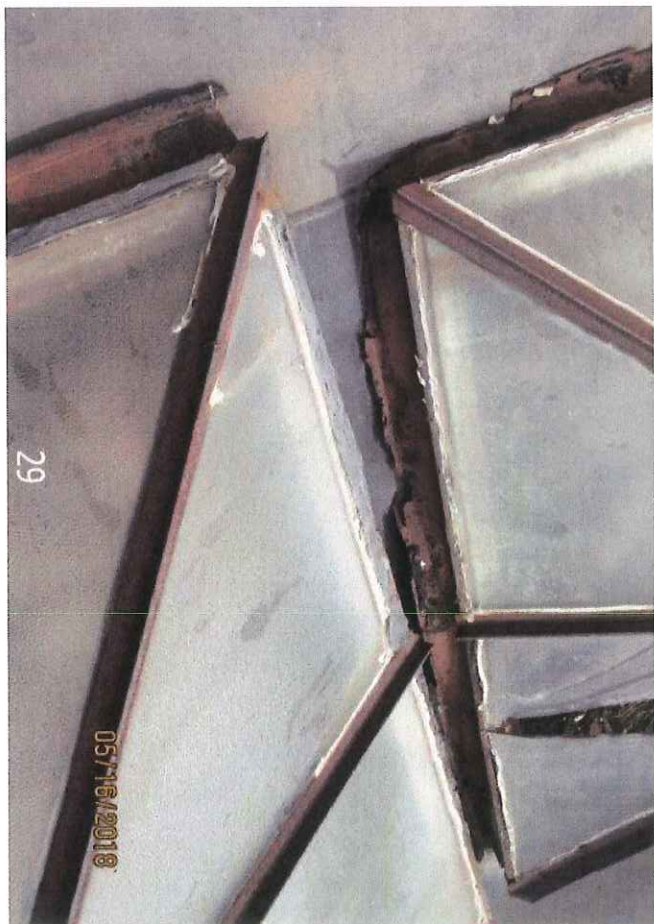
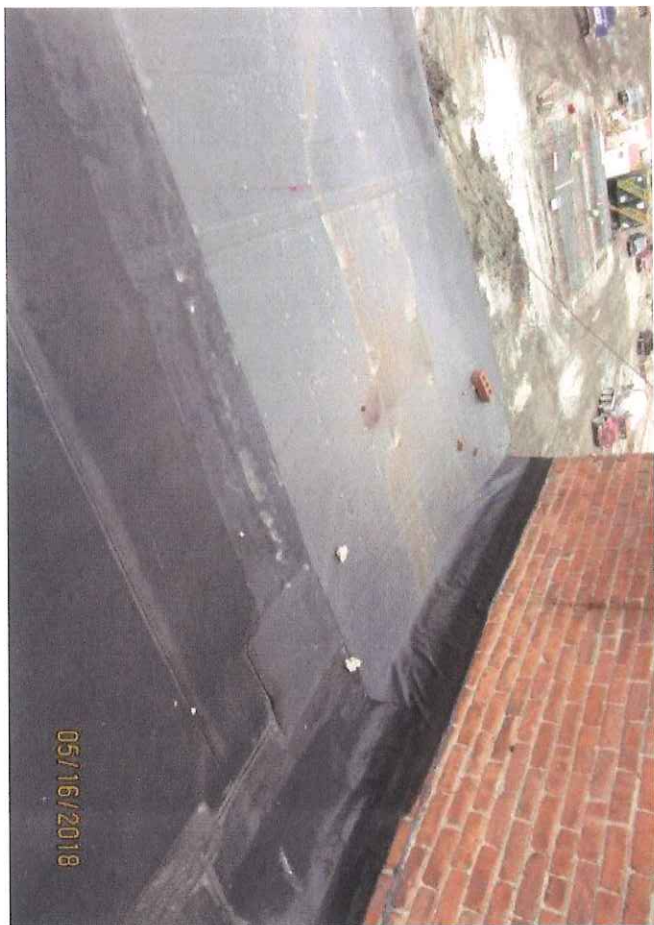


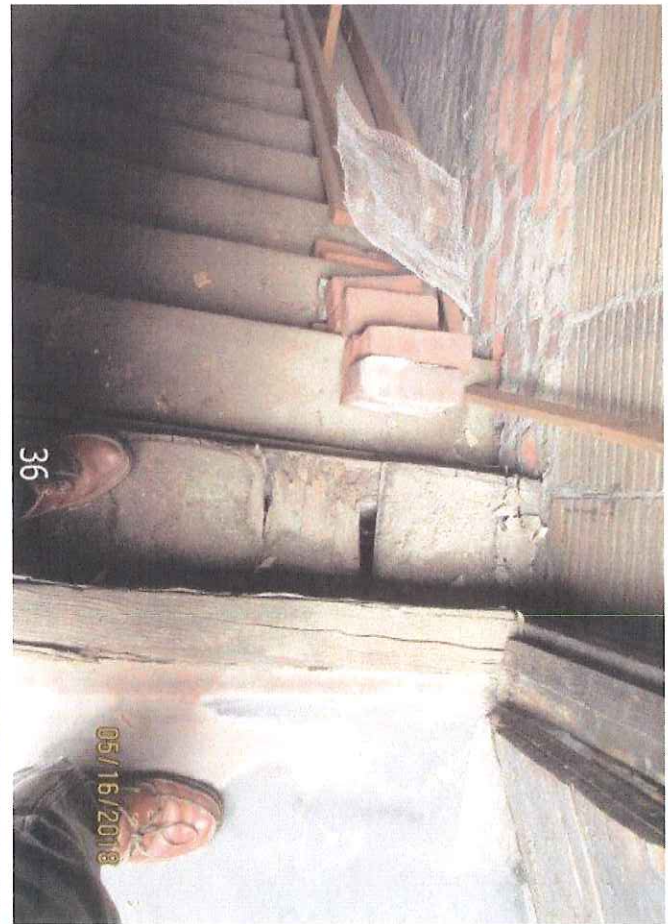
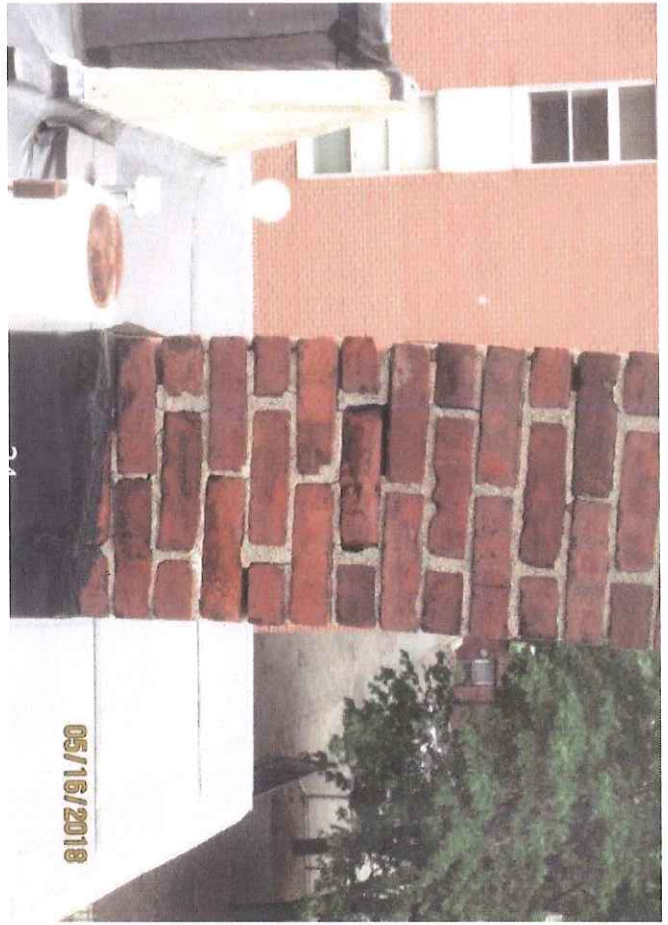
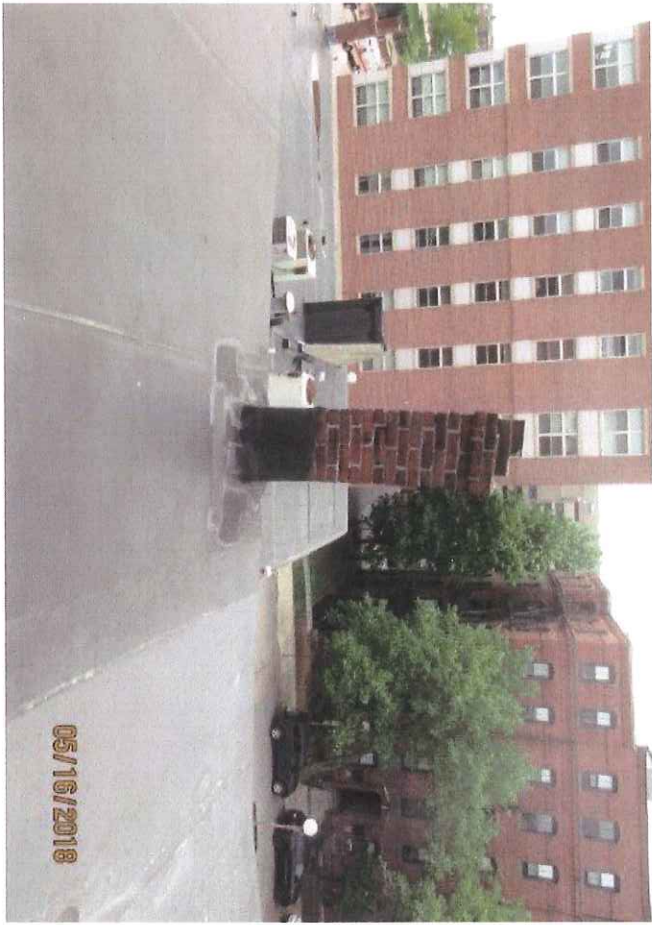


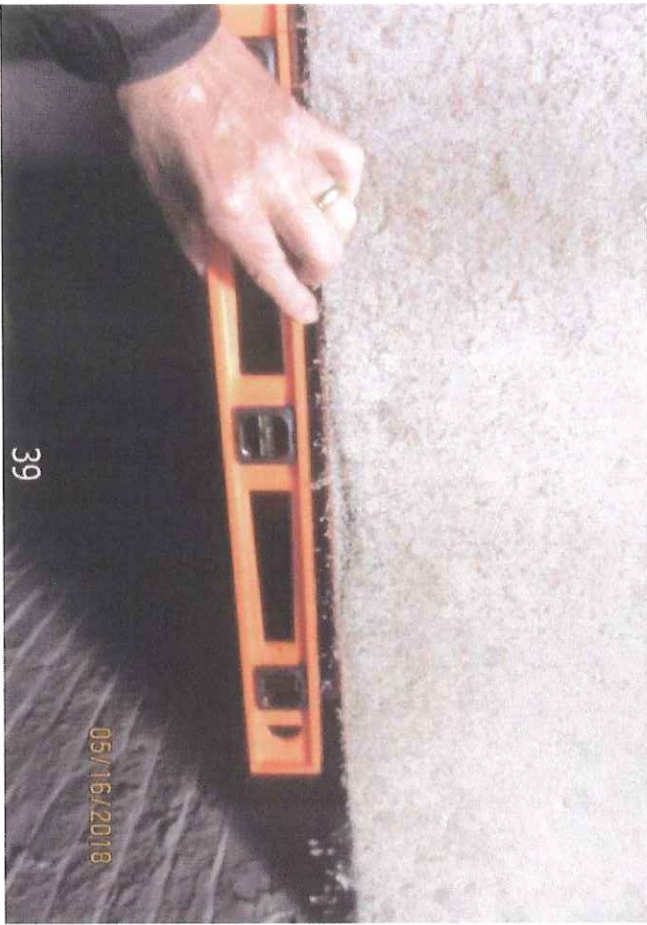






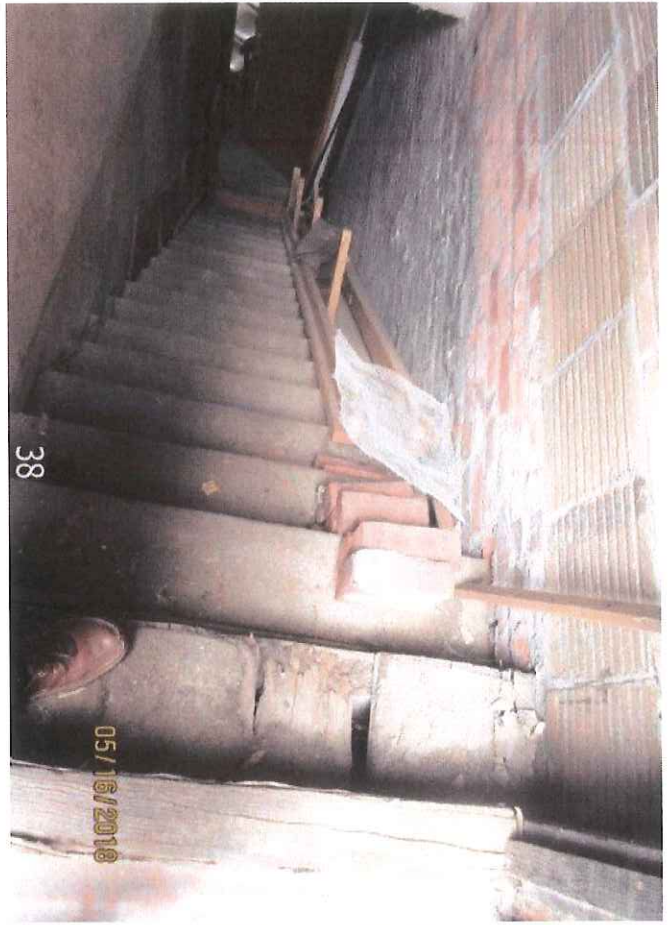






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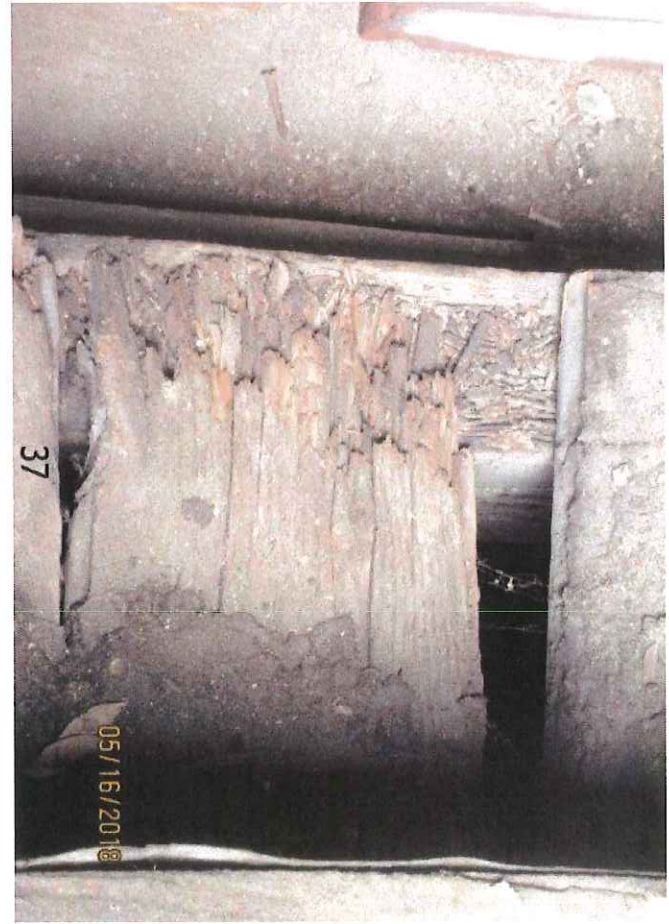
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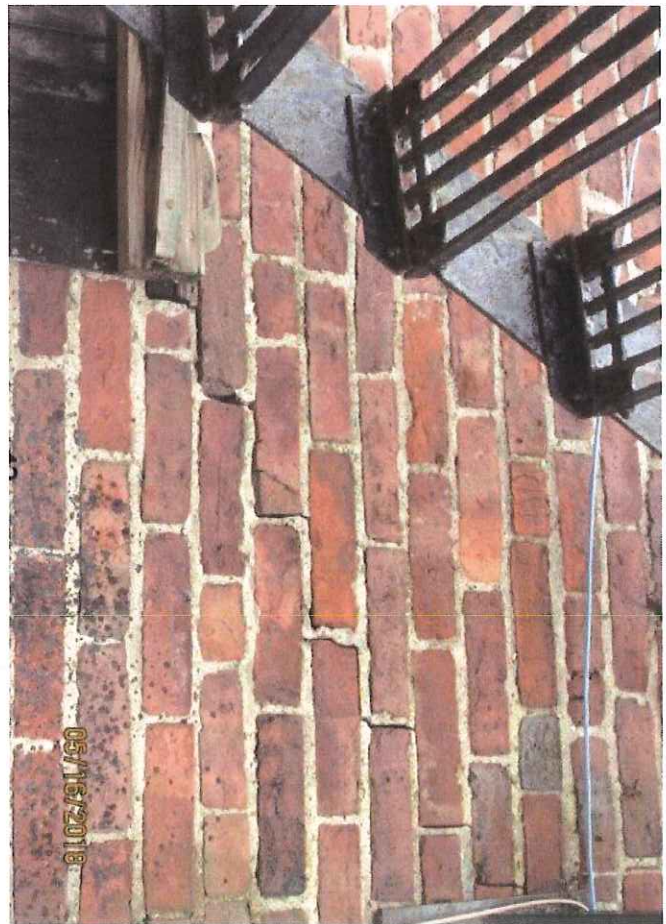
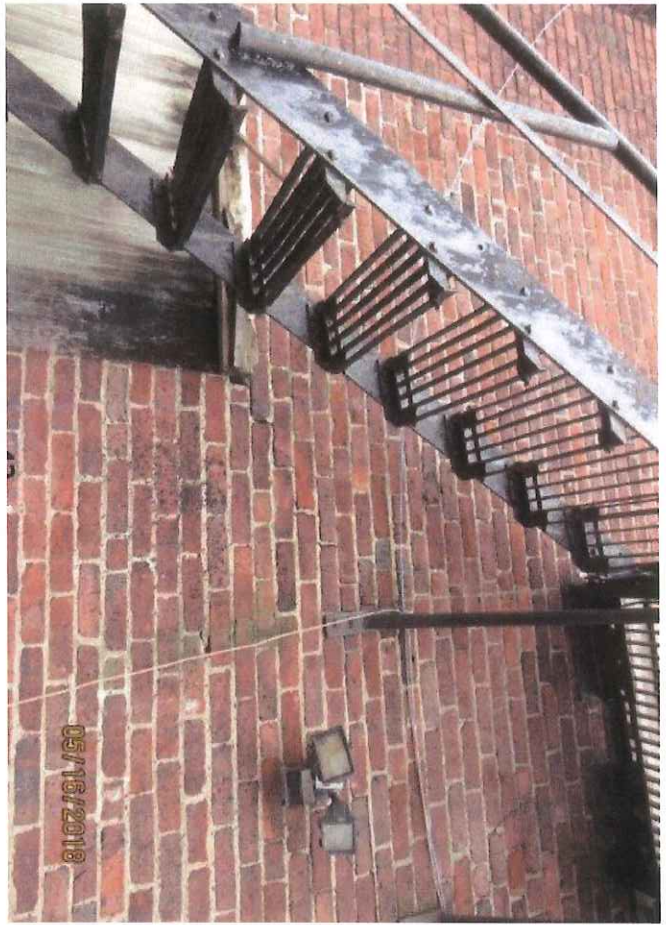
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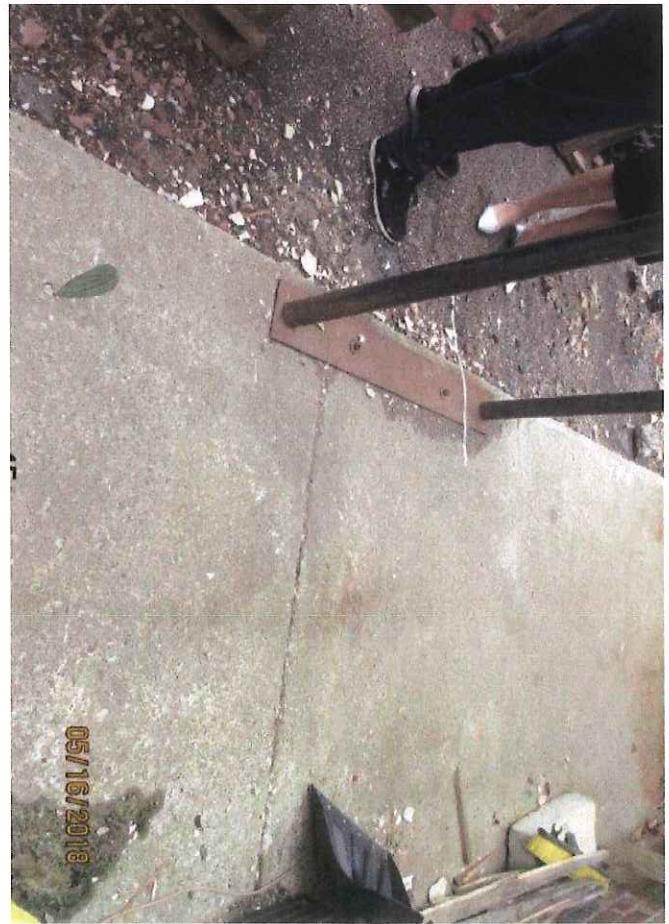
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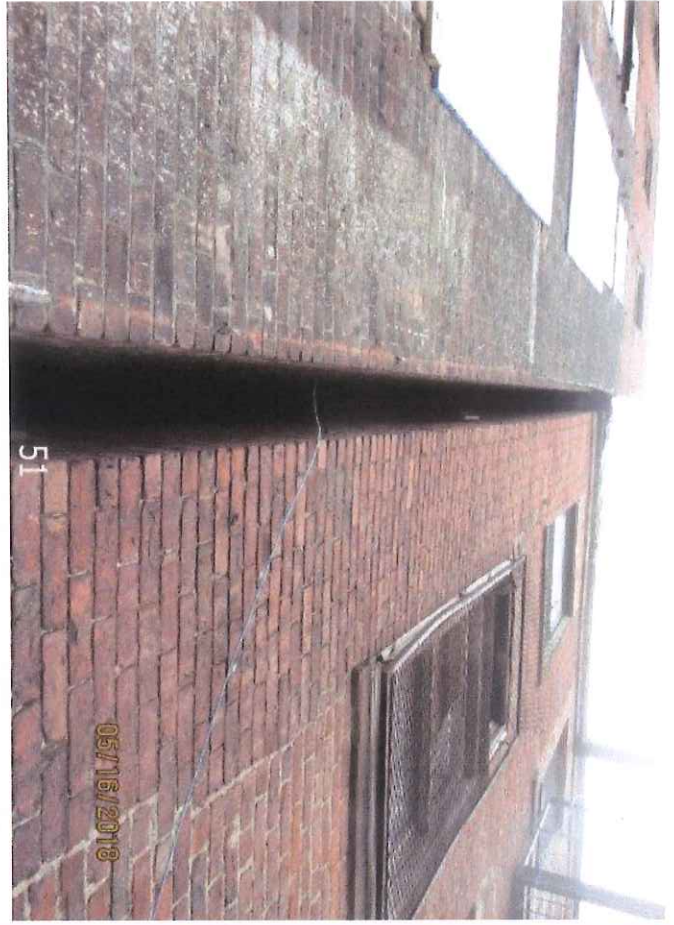


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05/16/2018









To: Josh Fetterman
City Realty Boston

Date: March 28, 2018

Memorandum

Project #: 14179

From: Maureen A. Cavanaugh
Carolyn S. Barry

Re: 587 Albany Street, Boston, MA

VHB, on behalf of City Realty Boston, undertook an assessment of 587 Albany Street, a small commercial building located mid-block between E. Dedham Street and E. Canton Street in Boston's South End neighborhood. The property is included in the South End Harrison/Albany Protection Area and is subject to review by the South End Landmark District Commission (SELDC) in accordance with the South End Harrison/Albany Protection Area Standards and Criteria. The building is not listed in the National or State Register of Historic Places or included individually in the Inventory of Historic and Archaeological Assets of the Commonwealth (Inventory), maintained by the Massachusetts Historical Commission (MHC).

The purpose of the assessment was to evaluate the historical and architectural significance of the building. Background research included a review of the MHC Massachusetts Cultural Resource Information System (MACRIS), Bromley Atlases, Sanborn Maps, building permits, and historical information obtained from online resources. A site visit was conducted to field verify background research. This memorandum summarizes the results of the background research and site visit.

Architectural Description/Existing Condition

Constructed, ca. 1887, the rectangular red brick commercial/industrial building is three stories in height and three bays wide at its front southeast (façade) elevation fronting on Albany Street. The building shares a side party wall at the first floor with the adjacent building to the southwest at 591 Albany Street and in its entirety with the building to the northeast at 575 Albany Street (Samuel Green Building (BOS.1455)). The building is capped by a rubber membrane-clad low-pitched roof that features a slim parapet with a narrow denticulated brick cornice. The first story of the façade has an entrance with a solid metal entrance door beneath a single-pane transom window and a metal framed loading bay with hanging vertical strips, both with contemporary signage and lighting above. The second and third stories at the façade each have three regularly-spaced bays with punched window openings. All windows openings have granite sills and lintels, with one-over-one, double-hung replacement sash. The center bay at the second and third stories show evidence of having been larger loading doors, with oversized metal I-beam lintels and granite sills; the openings both have brick infill to accommodate replacement sash. The brick façade shows signs of water infiltration and damage, including damaged brick with efflorescence, spalling, and missing mortar.

The two visible second and third stories at the southwest elevation feature irregular-spaced window openings, many that have been bricked in, and areas of masonry spalling and past repairs. The northwest (rear) elevation fronts onto a rear alleyway and is flush with the rear elevation of the adjacent 575 Albany Street. Similar to the façade, the first story has single metal door and infilled loading bay at the first story. The upper stories have punched window openings which have been bricked in to accommodate replacement windows and a door accessing a metal fire escape. The masonry is in poor condition, with spalling brick and missing mortar.

101 Walnut Street
PO Box 9151
Watertown, MA 02472-4026
P 617.924.1770

Historical Description

In an area that historically had been underwater, 587 Albany Street was constructed in the late nineteenth century as part of the development of the South End near South Bay and associated with the surrounding commercial and industrial development that came about as a result of speculative landfilling efforts. As recently as the 1850s, the water line went up to the intersection of Albany Street and E. Dedham Street. The land was created with fill under the direction of developer William Evans beginning in the mid-nineteenth century. Evans had a railroad bridge constructed across the South Bay to transport fill for the land-making effort.¹

This area was developed due to its proximity to shipping routes, including the once prevalent wharfs on now filled-in South Bay, as well as the Old Colony Railroad line. The buildings in the area housed businesses or provided storage for industries including woodworking, stonecutting, piano or organ manufacturing, carpet beating, as well as services related to the automobile industry.² The area remained primarily industrial into the twentieth century. The Southeast Expressway was constructed between 1956–1959 and by summer 1967, South Bay was entirely filled in.³

The building first appears on the 1887 Sanborn Map. At that time, it was identified as a three-story, masonry building used for "carpet beating." The southwest (side) elevation had no openings at the second or third stories. The first story shared a party wall with an adjacent one-story building, likely the present building, that housed a blacksmith shop. The building to the northeast (side) was the W.H. Leatherbee & Son Lumberhouse. Thorn Street (no longer extant) ran at the rear of the building and connected E. Canton Street to E. Dedham Street. The block across the street was entirely occupied by a coal yard. The Lawrence Model Lodging Houses (listed in the National Register in 1983) on E. Canton Street to the west were constructed at that time to provide affordable residences for employees of the surrounding industrial enterprises.⁴

The 1895 Bromley Atlas identified 587 Albany Street as being owned by C.A. Cohill.⁵ By that time, the expansive Boston Co-op Building Association apartment complexes (since demolished) existed behind the building, providing additional residential units to support the industrial area.⁶ The 1897 Sanborn Map depicted the building as having transitioned from its earlier "carpet beating" use to being associated with automobiles. At that time, other nearby uses included the coal yard, lumber yard, and stone yard, and Thorn Street was still evident.

By the turn of the twentieth century, 587 Albany Street was owned by the Quincy family. An 1898 real estate transaction listed in *The Boston Globe* stated that the building was purchased from Edward Spence by William H. Quincy, a real estate broker who was born in Massachusetts in 1846. At the time, the Quincy family resided near Franklin Park in Roxbury. Other property purchased by Quincy that year included lots at the intersection of Corning

¹ Seasholes 2003:265–276.

² BLC n.d.

³ Seasholes 2003:284.

⁴ Sanborn Map Company 1887, Sheet 36_a.

⁵ Research has not yet yielded information about the identity of C.A. Cohill.

⁶ Bromley and Bromley 1895, Sheet 17.

and Porter Streets and on Falmouth Street, all in Boston.⁷ In 1917, the building was owned by M. Emmie Quincy, who appears to have been William H. Quincy's wife.⁸

During the first quarter of the twentieth century, the use of the building transitioned from the automobile uses to the horseshoe business. A 1917 City Directory, listed Patrick A. and Timothy F. Cadogan, horseshoers, at 126 E. Dedham Street, immediately adjacent to 587 Albany Street.⁹ By 1920, the Cadogan Brothers had moved their operation to 587 Albany Street.¹⁰

The building was utilized for office and storage space for general contracting businesses from the 1930s through 1950s. By 1932, a plastering contracting company that offered services for both antique plastering and imitation stone occupied the building.¹¹ By 1935, James P. Collins & Sons, contractors, were at 587 Albany Street.¹² Throughout the 1940s, the Washington Construction Company occupied the building. They regularly advertised in *The Boston Globe* to offer their services for the installation of new or repair of existing roofs and sidewalks.¹³ In 1955, the building was shared by the Washington Construction Company, general contractors, and the Albany Sales Company, building materials.¹⁴ A 1963 advertisement in *The Boston Globe* stated that Washington Roofing & Construction Company was located at 587 Albany Street.¹⁵ It was around that time that Interstate 93 was constructed and South Bay was filled in. These two projects dramatically changed the landscape of the immediately surrounding area. At some point in the late twentieth or early twenty-first century, the Boston Flower Exchange began occupation of the building.

Historical and Architectural Significance

The building is associated with the late-nineteenth-century industrial development of the South End adjacent to South Bay. Though it was occupied by a series of industrial uses from its initial construction through to the present, including carpet beating, automobile services, horseshoers, plasterers, and general contractors, none of the associated people or businesses appear to have been particularly significant to the development or history of the area. No architect or builder has been identified and the building does not embody distinctive architectural features of a particular style.

Additionally, while the building retains a moderate degree of its integrity of location, design, materials, workmanship, feeling, and association, it no longer retains integrity of setting as the massive redevelopment project of the South Bay in the mid to late twentieth century significantly altered the immediately surrounding area. The building is in poor

⁷ *The Boston Globe* 1898.

⁸ Boston 1917, p. 199.

⁹ Sampson & Murdock Company 1917, p. 331.

¹⁰ Sampson & Murdock Company 1920, p. 1895.

¹¹ Harvard Alumni Association 1932, p. 553.

¹² Sampson & Murdock Company 1935, p. 2021.

¹³ *The Boston Globe* 1944; *The Boston Globe* 1949; Sampson & Murdock Company 1945, p. 2106.

¹⁴ Sampson & Murdock Company 1955, p. 1379.

¹⁵ *The Boston Globe* 1963.

condition with significant masonry disrepair, fenestration pattern alterations including replacement windows and doors, as well as bricked-in openings.

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1949 Classified Advertisements, 30 September, p. 41.

1963 Display Advertisements, 6 October, p. B_5.

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n.d. *Samuel Green Building – Form. BOS.1455.* On file, Massachusetts Historical Commission (MHC), Boston, MA.

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Sampson & Murdock Company

1917 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

1920 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

1922 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

1935 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

1945 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

1955 *The Boston Directory containing the City Record.* Sampson & Murdock Company, Boston, MA.

Ref: 587 Albany Street, Boston, MA

March 28 2018

Page 5

Sanborn Map Company

1887 *Boston, Massachusetts, Volume Two*. Sheet 36_a. Sanborn Map Publishing, New York, NY.

1897 *Insurance Maps, Boston, Massachusetts, Volume Two*. Sheet 19. Sanborn Perris Map Co., New York, NY.

1938 *Insurance Maps of Boston, Massachusetts, Volume Two South*. Sheet 261. Sanborn Map Company, New York, NY.

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1870 Ninth Census of the United States, 1870. Boston Ward 16, Suffolk County, Massachusetts. Roll M593_649; Page 474A. Electronic document, www.ancestry.com, accessed March 2018.

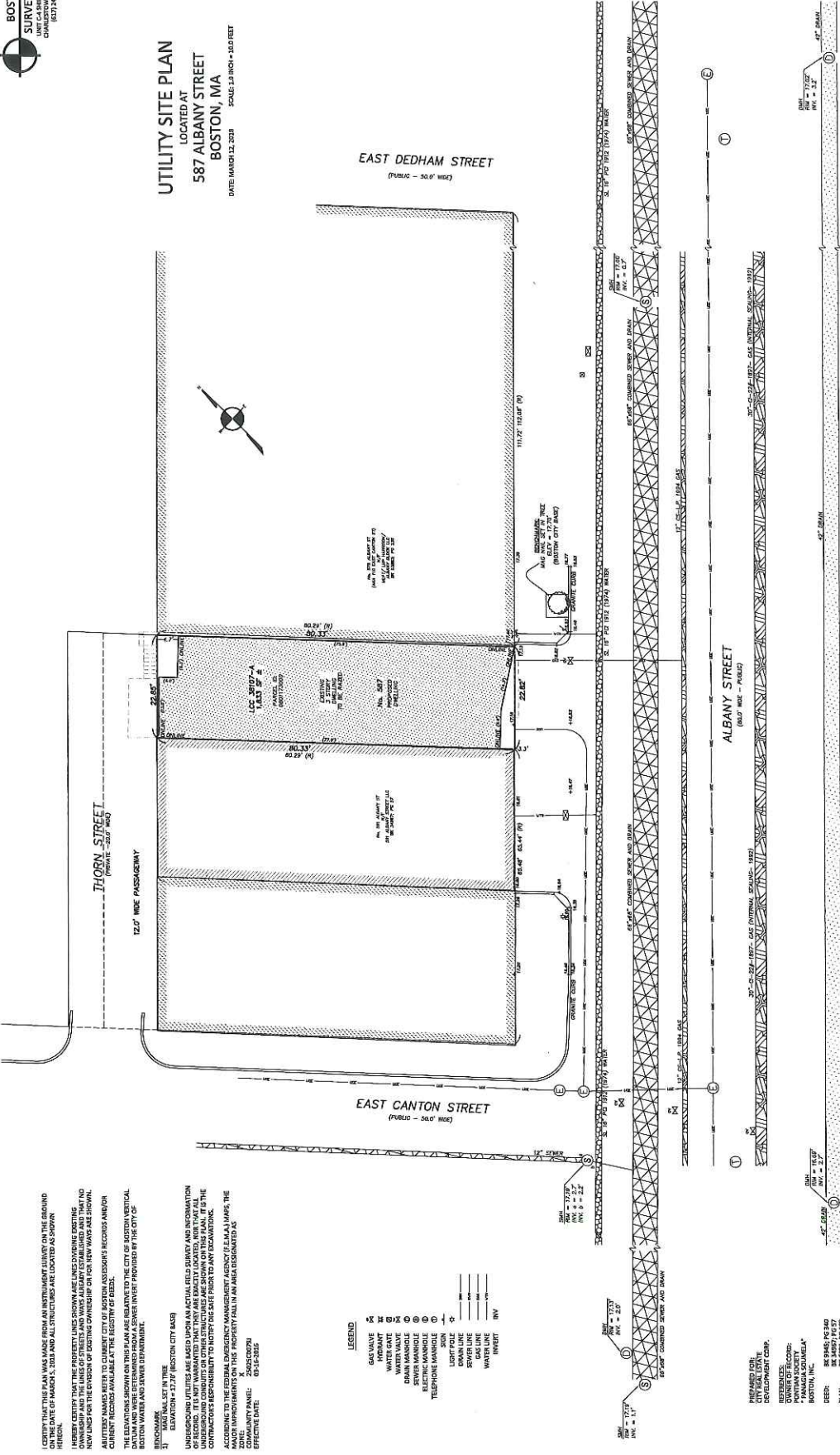
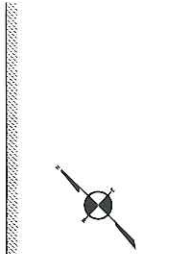
1900 Twelfth Census of the United States, 1900. Boston Ward 23, Suffolk County, Massachusetts. ED 1511; Page 21. Electronic document, www.ancestry.com, accessed March 2018.



BOSTON SURVEY, INC.

50 STATE STREET, SUITE 200
BOSTON, MA 02109
617-452-2000

UTILITY SITE PLAN
LOCATED AT
587 ALBANY STREET
BOSTON, MA
DATE: MARCH 12, 2013 SCALE: 1/8" = 1.00 FEET



PREPARED BY:	JAH
DRAWN BY:	JAV/AP
CHECKED BY:	CCC
DATE:	01/21/2013
JOB #:	13-00101

CERTIFY THAT THIS PLAN WAS MADE FROM AN INSTRUMENT SURVEY OF THE GROUND HEREIN, THAT ALL DIMENSIONS AND LOCATIONS OF STRUCTURES AND UTILITIES SHOWN ARE ACCURATE AND THAT ALL DIMENSIONS AND LOCATIONS OF STRUCTURES AND UTILITIES SHOWN ARE IN ACCORDANCE WITH THE RECORDS OF THE CITY OF BOSTON, MASSACHUSETTS.

THE ELEVATIONS SHOWN ON THIS PLAN ARE RELATIVE TO THE CITY OF BOSTON VERTICAL DATUM (BOSTON MEAN SEA LEVEL).

BENCHMARK:
3) WALKER BULLET IN THE COURTYARD
ELEVATION = 17.7' (BOSTON CITY DATUM)

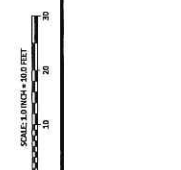
UNDERGROUND UTILITIES: ARE SHOWN AS DOTTED LINES UNLESS OTHERWISE NOTED. ALL UTILITIES ARE ASSUMED TO BE IN ACCORDANCE WITH THE RECORDS OF THE CITY OF BOSTON, MASSACHUSETTS. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS BASED ON THE RECORDS OF THE CITY OF BOSTON, MASSACHUSETTS. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS NOT TO BE CONSIDERED A GUARANTEE BY THE SURVEYOR. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE LOCATION OF UTILITIES SHOWN ON THIS PLAN.

LEGEND:

- 6" GAS
- 4" WATER
- 8" SEWER
- 3" ELECTRIC
- 6" TELEPHONE
- 1" LIGHT POLE
- 6" SINK
- 18" SINK
- 6" WATER LINE
- 18" WATER LINE
- 18" INVERT
- 18" INVERT

NOTES:

- 1) PREPARED FOR: MARY ANN LESTER, 587 ALBANY STREET, BOSTON, MA 02109
- 2) DATE OF SURVEY: MARCH 12, 2013
- 3) PROJECT NO: 13-00101
- 4) SHEET NO: 1 OF 1
- 5) SCALE: 1/8" = 1.00 FEET



I CERTIFY THAT THIS PLAN WAS MADE FROM AN INSTRUMENT SURVEY ON THE GROUND ON THE DATE OF MARCH 24, 2017 AND ALL STRUCTURES ARE LOCATED AS SHOWN HEREON.

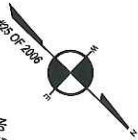
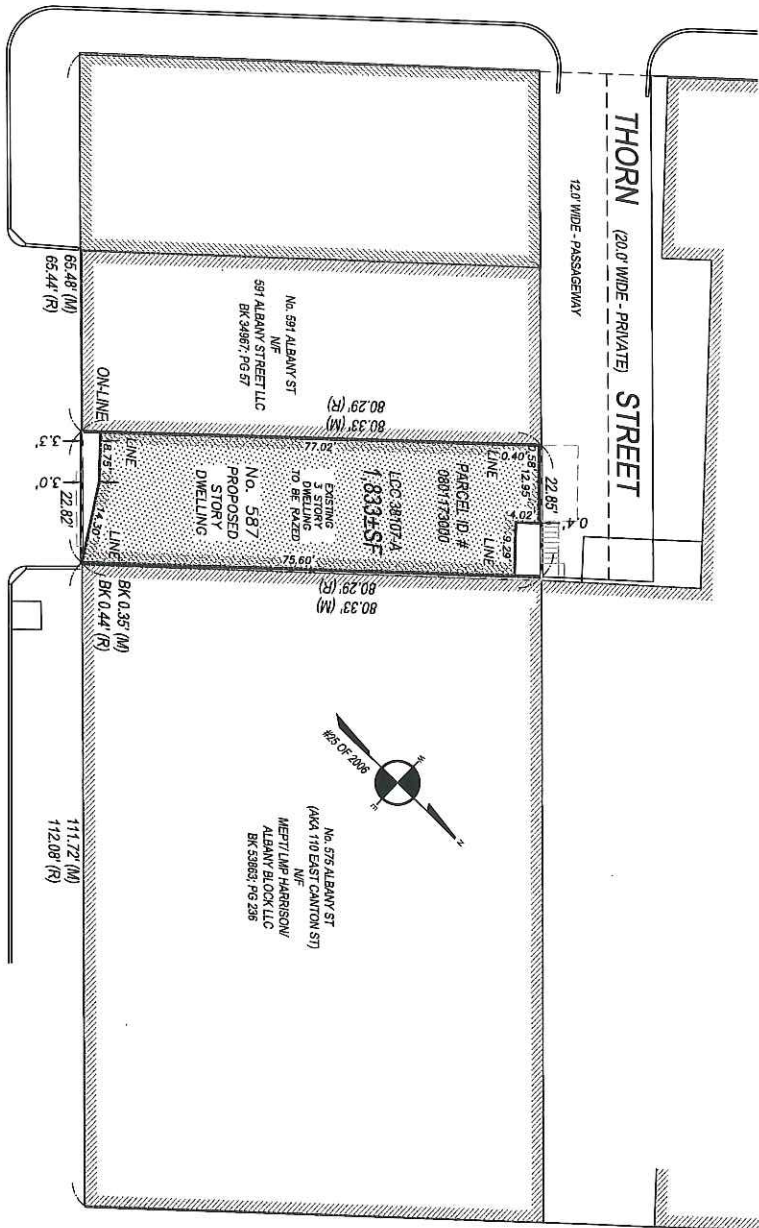
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAPS, THE MAJOR IMPROVEMENTS ON THIS PROPERTY FALL IN AN AREA DESIGNATED AS ZONE "X" (AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

COMMITTEE PANEL: #23025C0079G
EFFECTIVE DATE: SEPTEMBER 25, 2009

REFERENCES:
DEED: BK 9945, PG 340
PLAN: BK 6023, PG 103
BK 8196, PG 606
BK 9890, PG 239
BK 2006, PG 25
LCC: 38107-A



EAST CANTON STREET (50.0' WIDE - PUBLIC)



EAST DEDHAM STREET (50.0' WIDE - PUBLIC)

ALBANY STREET (80.0' WIDE - PUBLIC)

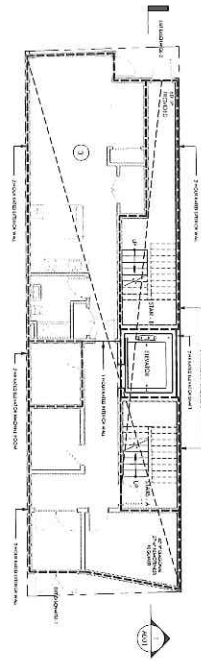
FIELD BOOK	PAGE	INSR. BY	DATE	CHECKED BY
MOJH	N/A	GCC	OCTOBER 5, 2017	GCC
SCALE: 1 INCH = 20 FEET		JOB #17-00261		
		FILE #17-00261 CPP		

CERTIFIED PLOT PLAN
LOCATED AT
587 ALBANY STREET
BOSTON, MA

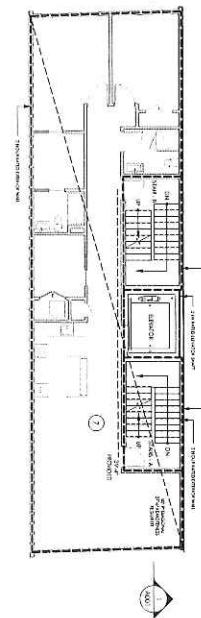
PREPARED FOR:
City Real Estate Development Corp,
320 Washington Street, Suite 3FF
Brookline, MA 02445



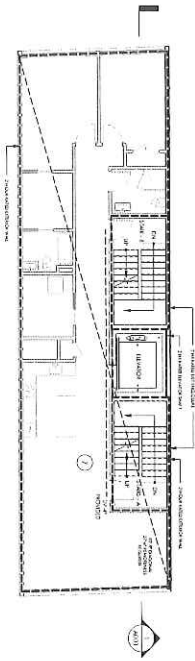
BOSTON SURVEY, INC.
UNIT #4 SHERMAN PLACE
ROSLINDALE, MA 02126
617-962-1315



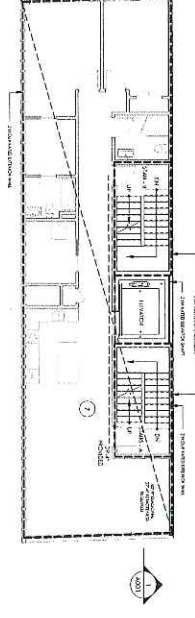
1 FIRST FLOOR EGRESS PLAN
 1/8" = 1'-0"



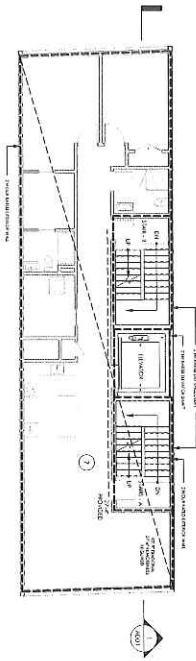
2 SECOND FLOOR EGRESS PLAN
 1/8" = 1'-0"



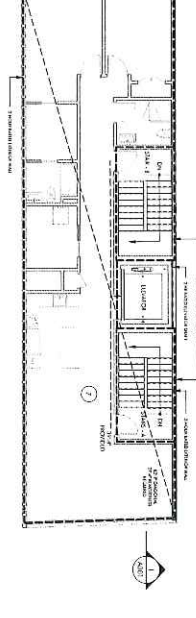
3 THIRD FLOOR EGRESS PLAN
 1/8" = 1'-0"



4 FOURTH FLOOR EGRESS PLAN
 1/8" = 1'-0"



5 FIFTH FLOOR EGRESS PLAN
 1/8" = 1'-0"



6 SIXTH FLOOR EGRESS PLAN
 1/8" = 1'-0"

GENERAL NOTES:
 SEE GENERAL NOTES
 DISTANCE 1 - 31.18 = 646' (REQUIRE)
 DIST 1 CORNER 4 - 18.18 = 367' (REQUIRE)
 DIST 1 DISTANCE 1 - 4.21 = 87' (REQUIRE)
 DIST 2 DISTANCE 1 - 4.21 = 87' (REQUIRE)
 DIST 2 DISTANCE 1 - 4.21 = 87' (REQUIRE)

587 ALBANY STREET
 BOSTON, MA 02118
 ISSUED FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION
1	08/28/17	ISSUED FOR CONSTRUCTION
2	08/28/17	ISSUED FOR CONSTRUCTION
3	08/28/17	ISSUED FOR CONSTRUCTION
4	08/28/17	ISSUED FOR CONSTRUCTION
5	08/28/17	ISSUED FOR CONSTRUCTION
6	08/28/17	ISSUED FOR CONSTRUCTION
7	08/28/17	ISSUED FOR CONSTRUCTION
8	08/28/17	ISSUED FOR CONSTRUCTION
9	08/28/17	ISSUED FOR CONSTRUCTION
10	08/28/17	ISSUED FOR CONSTRUCTION

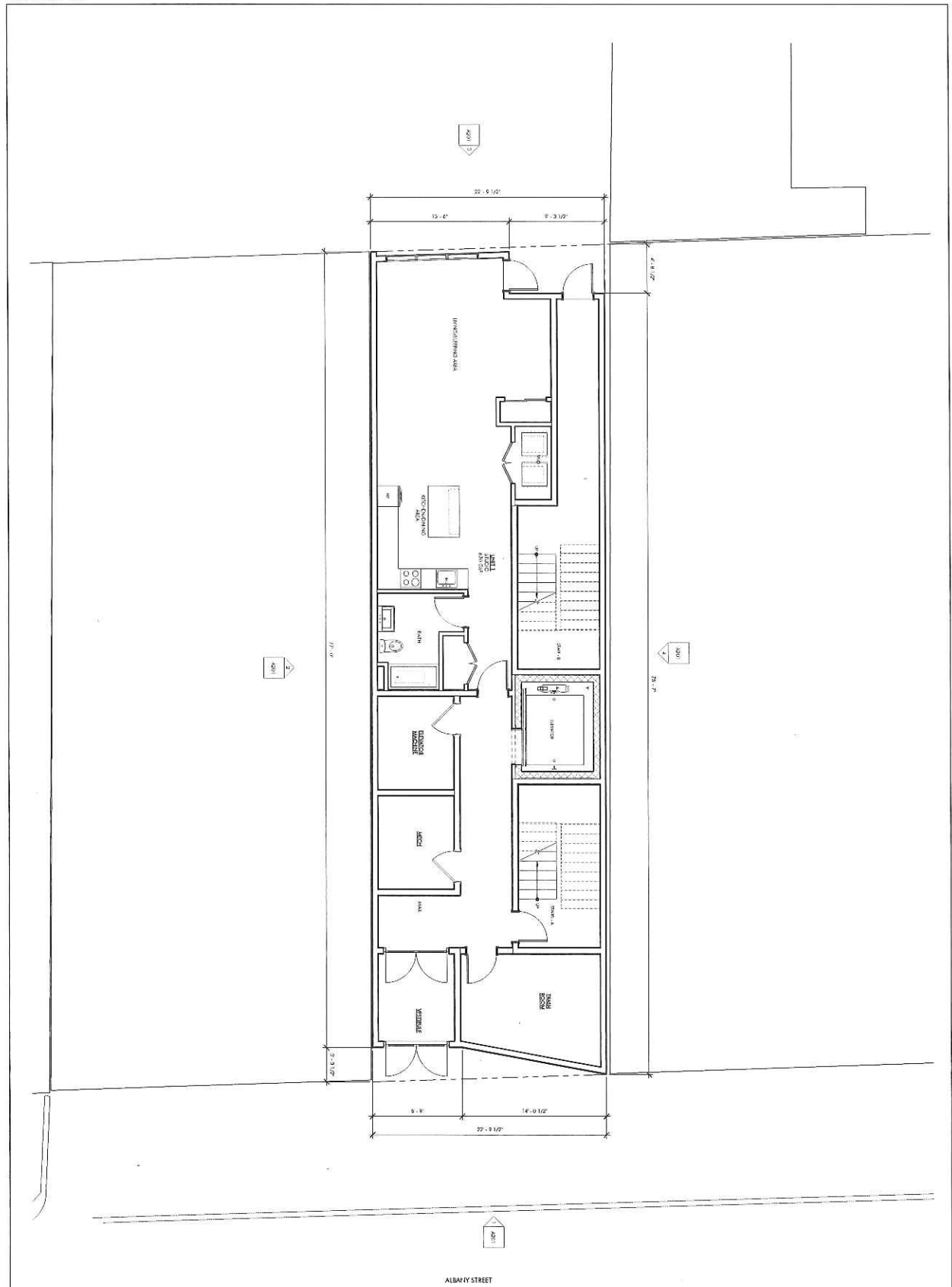
DRAWING NUMBER
 A002

EGRESS PLANS

ARCHITECT
EMBARC
 60 COTTAGE STREET
 BOSTON, MA 02117
 TEL: 617.552.1100
 WWW.EMBARC.COM

OWNER
 CITY REALTY
 100 STATE STREET
 BOSTON, MA 02117
 TEL: 617.552.1100

CIVIL
 BOSTON SILVER INC
 100 STATE STREET
 BOSTON, MA 02117
 TEL: 617.552.1100



OWNER
 CITY REALTY
 375 WASHINGTON STREET
 STE. 400 BOSTON, MA
 02118
 617.724.8800

CIVIL
 BOSTON SURVEY, INC.
 100 STATE STREET, 10TH FLOOR
 BOSTON, MA 02109
 617.267.1100

587 ALBANY STREET
 BOSTON, MA 02118

ISSUED FOR CONSTRUCTION

ARCHITECT
EMBARC
 100 STATE STREET, 10TH FLOOR
 BOSTON, MA 02109
 617.724.8800

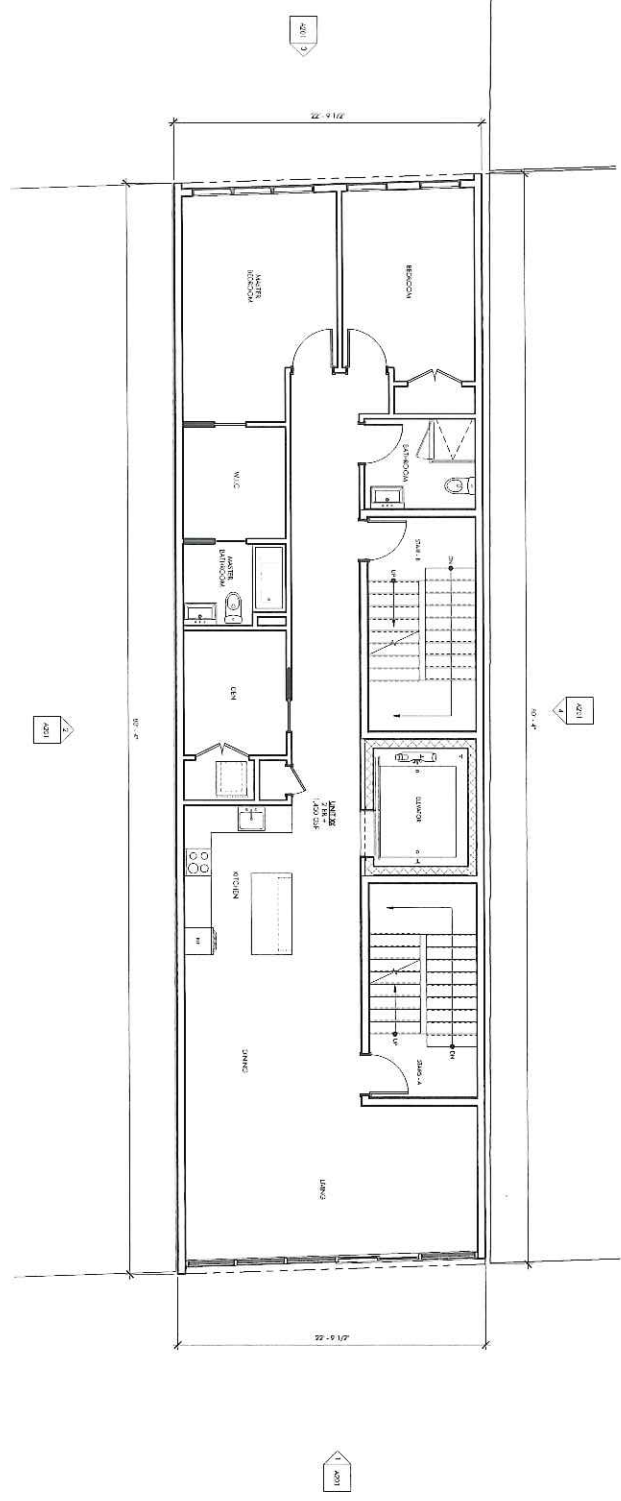
OWNER
 CITY REALTY
 375 WASHINGTON STREET
 STE. 400 BOSTON, MA
 02118
 617.724.8800

PROJECT
 587 ALBANY STREET
 BOSTON, MA 02118

DRAWING TITLE
 FIRST FLOOR
 PLAN

DRAWING NUMBER
A101

10/25/2017 2:32:25 PM



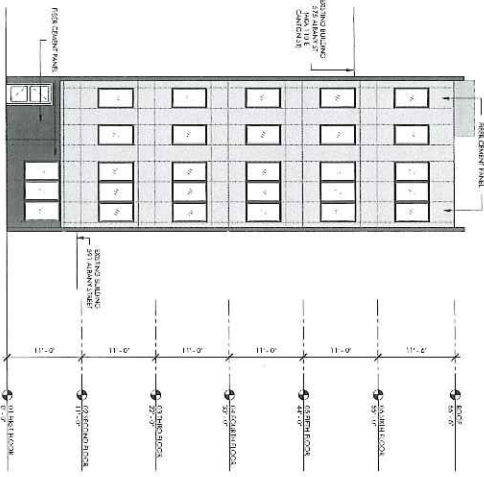
A102

DECKING NUMBER
A102

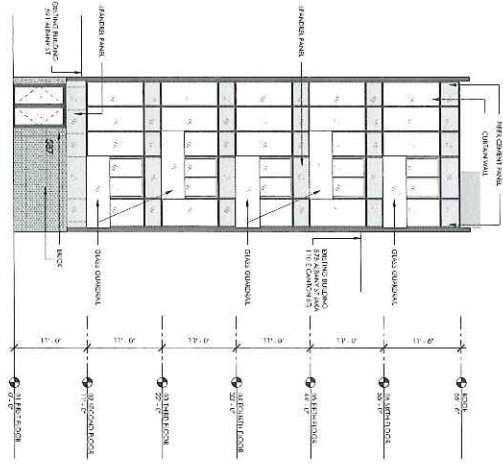
DECKING NUMBER
A102

587 ALBANY STREET
 BOSTON, MA 02118
ISSUED FOR CONSTRUCTION

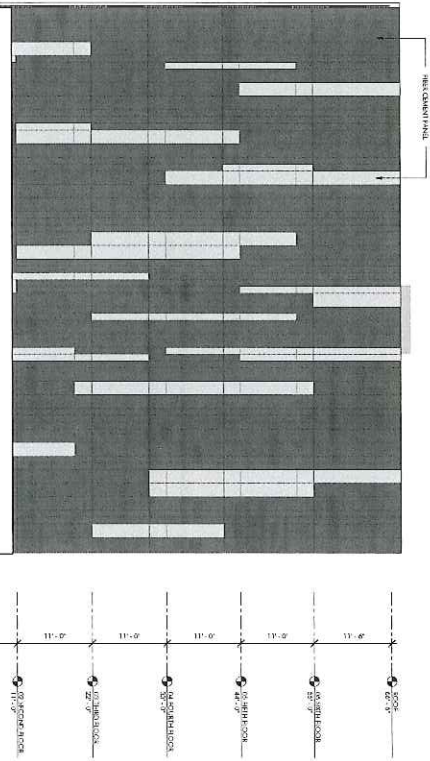
ARCHITECT
EMBARC
 80 KENNEDY BOULEVARD
 BOSTON, MA 02118
 617.552.3333
OWNER
 CITY REALTY
 100 STATE STREET
 STE 1700 BOSTON, MA
 02145 617.551.5118
CIVIL
BOSTON SURVEY, INC.
 100 STATE STREET
 BOSTON, MA 02118
 617.552.3333



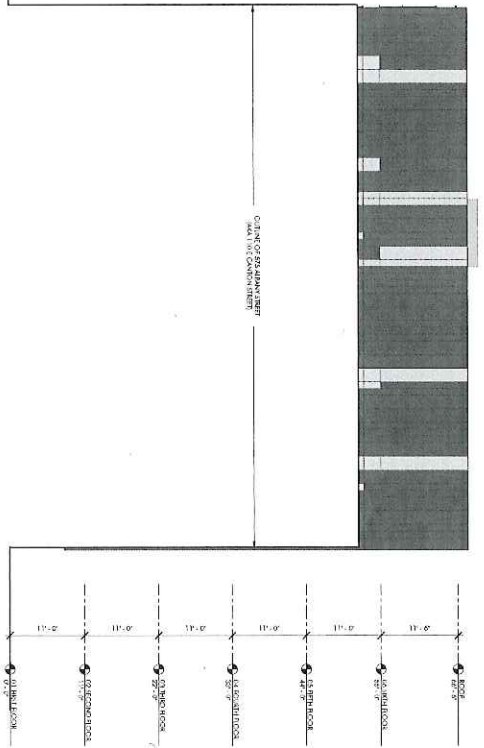
3 REAR ELEVATION
Scale: 1/8" = 1'-0"



1 ALBANY STREET ELEVATION
Scale: 1/8" = 1'-0"



2 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



4 NORTH ELEVATION
Scale: 1/8" = 1'-0"

DRAWING NUMBER
A201
Issued for Construction

DRAWING REVISION
NO. DESCRIPTION
DATE
01/11/2017

DRAWING TITLE
EXTERIOR ELEVATIONS

587 ALBANY STREET
BOSTON, MA 02118
ISSUED FOR CONSTRUCTION

ARCHITECT
EMBARC
30 KENNEDY DRIVE, SUITE 400
ROSLINDALE, MA 02130
TEL: (617) 252-1333
WWW.EMBARC.COM

OWNER
CITY REALTY
500 MARKET STREET
STE. 318 BOSTON, MA
02463 617-351-9118

CIVIL
BOSTON STREET INC.
300 COMMERS STREET, 3RD FL.
BOSTON, MA 02110
617-252-1333

PURCHASE AND SALE AGREEMENT
(along with the Rider(s) attached hereto will be known as the "Agreement")

From the Office of: **Dimitrios Ioannidis, Esq.**
Roach, Ioannidis & Megaloudis LLC
50 Congress Street, Suite 400
Boston, MA 02109
Tele. (617) 723-2800
Fax. (617) 723-4313

This 6th day of September, 2017

1. PARTIES AND MAILING ADDRESSES **Pontian Society "Panagia Soumela" Boston, Inc. a Massachusetts Non-Profit Corporation with a principal place of business of 587 Albany Street, Boston, MA 02118** hereinafter called SELLER or Seller, agrees to SELL and

Fred Starikov or Nominee of Brookline, MA hereinafter called the BUYER, Buyer, OR PURCHASER (SELLER and BUYER collectively referred to as the "Parties" or each as a "Party"), agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION **The land with the buildings and improvements thereon located at 587 Albany Street, Boston, MA as more particularly described in the deed registered with the Suffolk County District of the Land Court for Suffolk County as Document Number 362153 as noted on Certificate of Title 94423 and recorded with the Suffolk County Registry of Deeds at Book 9945, Page 340.**

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES Included in the sale as a part of said Premises are the buildings, structures and improvements now thereon, and all of the appliances and fixtures as present during the BUYER's Offer to Purchase and belonging to the SELLER and used in connection therewith, with all of the foregoing to be delivered at Closing in the same condition they were at the time of the BUYER's Offer to Purchase, reasonable wear and tear excepted but specifically excluding any and all property owned by the tenants occupying said Premises.

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 (7) 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 or municipal betterments assessed after the date of delivery of such deed;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the BUYER's intended development and permitting use of said Premises as a 9 (nine)-unit residential apartment building as per Paragraph Thirty-Four (34) of this Agreement;

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 for 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 for issuance of a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.

7. PURCHASE PRICE The agreed purchase price for said premises is **ONE MILLION TWO HUNDRED TWENTY SIX THOUSAND AND 00/100 (\$1,226,000.00) DOLLARS**, of which

\$ 80,000.00	have been paid as a deposit this day and
\$ 10,000.00	have been paid with the "Offer to Purchase" on or about September 14, 2014
\$ 1,146,000.00	are to be paid at the time of recording of the deed by MA Attorney IOLTA check or via wire transfer pursuant to written wire instructions provided by the SELLER
	* SEE PARAGRAPH 33A. OF RIDER
<u>\$ 1,226,000.00</u>	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered at 2:00 o'clock P. M. on the day of August 31, 2018, at the office of Ligris + Associates, P.C., 143 Newbury St., 5th Floor, Boston, MA 02116 (hereinafter the "Closing" or "closing"), unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. ** SEE PARAGRAPH 33B. OF RIDER.
9. POSSESSION AND CONDITION OF PREMISE 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 were at the time of the BUYER's Offer to Purchase, 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 and (d) and in compliance and conformity with all other provisions and terms of this Agreement. The BUYER shall be entitled to personally enter said Premises within twenty-four (24) hours prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause and Agreement.
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 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 until the first to occur of the following: (a) the date BUYER's mortgage commitment expires and is not adversely affected at no additional cost to BUYER, or (b) for a period of up to thirty (30) calendar days. The SELLER shall not be obligated to expend more than \$5000.00, inclusive of attorney's fees but exclusive of SELLER's voluntary monetary and municipal liens, pursuant to this Paragraph. SELLER shall notify BUYER in writing once title has been cleared and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.
*** SEE PARAGRAPH 33C. OF RIDER.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If the cost to cure, perfect or make the Premises conform (as outline above) exceeds the \$5000.00 outlined in Paragraph 10 above and the SELLER is unwilling to expend the necessary funds to cure, perfect or make the Premises conform as outlined above, or 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 to BUYER and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the BUYER elects to take title pursuant to the terms of Paragraph 12 below.
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 if the said Premises shall have been damaged by fire, vandalism or any other casualty whether or not insured against or in the event of a taken of all or a part of the Premises by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.
13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or the BUYER's nominee as the case may be, 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 or to expressly survive the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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 mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds pursuant to written payoff letter(s) reasonably acceptable to the BUYER's title insurance company, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
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

\$ AS PRESENTLY INSURED

***** SEE PARAGRAPH 33E. OF RIDER.

All risk of loss shall remain with the SELLER until the deed is recorded.

16. ADJUSTMENTS Water and sewer use charges, and real estate taxes for the then current fiscal year, shall be apportioned and fuel value (if any pursuant to a written reading provided by the SELLER's commercial fuel company) shall be adjusted, 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 delivery of the deed.
***** SEE PARAGRAPH 33O. OF RIDER.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said real estate 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 Ten Thousand (\$10,000.00) Dollars as per separate settlement agreement is due from the SELLER to Coldwell Banker Residential Brokerage of Dedham, Massachusetts. Said commission is earned due and payable only if, as and when all closing instruments are executed, the deed is duly recorded and all monies called for herein are paid in full and not otherwise.
19. BROKER'S WARRANTY The Broker named herein Coldwell Banker Residential Brokerage warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Dimitrios Ioannidis, of **Roach, Ioannidis & Megaloudis LLC** as escrow agent (Escrow Agent shall confirm in writing with the BUYER upon receipt of the already made deposit payments submitted to Coldwell Banker Residential Brokerage by BUYER) 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 in writing by the SELLER and the BUYER, or by a court of competent jurisdiction, and after all appeal periods have been exhausted. This agreement is subject to Seller verifying with Coldwell Banker Residential Brokerage that Buyer made and Coldwell Banker Residential Brokerage received the \$10,000.00 payment when the offer was made and that the funds were deposited into an account held by Coldwell Banker Residential Brokerage. Seller may terminate this agreement, at Seller's option if said payment was not made by Buyer and Coldwell did not deposit the funds in its account at the time of the offer.)
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 SELLER's sole and exclusive recourse and/or remedy at law or in equity for any and all default(s) by the BUYER under the terms of this Agreement.
22. BROKER AS PARTY The Broker named herein joins in this Agreement and becomes a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker, and to any amendments or modifications of such provisions to which the Broker agrees in writing.
23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal of 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. ~~SELLER however shall indemnify, defend and hold harmless BUYER, its successor and/or assigns from any claims brought by any SELLER members and/or beneficiaries.~~ The provisions of this paragraph shall survive the recording of the deed or the termination of this Agreement.
24. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER 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 either the SELLER or the Broker: NONE EXCEPT AS HEREIN CONTAINED. ***** SEE PARAGRAPH 33F. OF RIDER.

25. MORTGAGE CONTINGENCY CLAUSE NONE
26. LEASES AND TENANCY AGREEMENTS The SELLER shall provide notice to current Tenant of the possible Sale but will not proceed with an eviction proceeding, if need be, prior to receiving notice from BUYER that the building permit contingency is waived by BUYER.
27. PERSONAL PROPERTY Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of Closing, the Premises shall be ~~broom-swept and clean~~ and free of all SELLER's possessions and debris (except for those items being conveyed with the Premises as expressly provided in this Agreement); and all areas of the Premises, including, without limitation, shall be delivered free of all excess/unusable building materials such as lumber, insulation, and the like, paints (except matching existing colors), solvents, chemicals, debris, waste and personal property (except for those items being conveyed with the Premises as provided in this Agreement and items, such as doors, windows, hardware etc. that were original to the house that are still on the Premises but no longer attached); and all systems, including but not limited to electrical, plumbing, heating, air conditioning and ventilation systems and all appliances shall be in the same working order and physical condition at Closing as they were on the date of BUYER's Offer to Purchase, reasonable wear and tear excepted.
28. ADDITIONAL DOCUMENTS SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by BUYER's lender, BUYER's counsel, or BUYER's lender's counsel, or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) that there are no facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and that the SELLER does not intend to lend to the BUYER a portion thereof; (e) urea formaldehyde foam insulation ("UFFI") Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form.

29. SELLER'S
WARRANTIES

The SELLER warrants, represents and agrees as follows:

- (i) The SELLER has not received written notice of any pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Premises and has no knowledge that any such proceeding is contemplated.
- (ii) The SELLER has not received written notice from the holder of any mortgage on the Premises,
any insurance company that has issued a policy with respect to the Premises, or any board of fire underwriters (or other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations or other work to, the Premises not completed as of the date hereof.
- (iii) There are no management, services, equipment, supply, labor, maintenance or similar agreements with respect to or affecting all or any portion of the Premises which shall be binding upon the BUYER subsequent to the delivery of the deed.
- (iv) The SELLER has paid or will pay in full prior to delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the Premises except to the extent that such payment is the responsibility of tenants.
- (v) There is no action, suit, proceeding or investigation pending against the SELLER with respect to this Agreement, the transactions contemplated hereby, all or any portion of the Premises or the ownership thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.
- (vi) The SELLER has not received written notice of any proposed governmental assessment and/or municipal betterment for
public improvements to or for the benefit of the Premises.
- (vii) To the best of SELLER's knowledge, there are no security agreements, contracts, or other arrangements with respect to the ownership, leasing use and operation of the Premises, and/or fixtures therein which shall survive the closing and shall continue to encumber the Premises or the new owner of the Premises except matters of record which are specifically referred to in this Agreement.

30. ACCESS

The SELLER shall make the Premises available upon reasonable advance notice (which shall be defined as twenty-four (24) hours) for inspection and measurement at any time prior to delivery of the deed by representatives and designees (including surveyors and appraisers) of the BUYER and any party proposing to provide financing or any party related to the permitting of the proposed development in order to facilitate the BUYER's purchase of the Premises.

31. NOTICES

SEE PARAGRAPH 33X. OF RIDER.

32. CONSTRUCTION
OF AGREEMENT

This Agreement, 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, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. 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.


33. ADDITIONAL
PROVISIONS

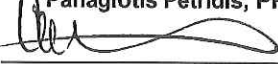
The executed "Rider A" and "Rider B", attached hereto, are incorporated herein by reference. If any provision in the respective Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty-Three (33), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the respective Rider shall control.

SEE RIDER ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

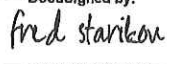
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

BY: 
Panagiotis Petridis, PRESIDENT, DULY AUTHORIZED

BY: 
Georgia Mavridis, Treasurer, DULY AUTHORIZED

BUYER:

DocuSigned by:

0466E26C24624A2...
Fred Starikov, or nominee

RIDER A

PURCHASE AND SALE AGREEMENT

DATED: SEPTEMBER 10th, 2017
SELLER: Pontian Society Panagia Soumela of Boston, Inc.
BUYER: Fred Starikov or Nominee
PREMISES ADDRESS: 587 Albany Street, Boston, MA 02118

- 33A. **Purchase Price.** . SELLER agrees that the purchase funds may be held in escrow by SELLER's attorney or Realtor following the closing for a reasonable period of time until the deed can be recorded in the appropriate Registry of Deeds. As used herein, "reasonable time" shall be understood to extend until the close of the business on the next day after the closing on which the applicable registry of deeds is open for the recording of documents.
- 33B. **Closing - Extension.** Notwithstanding the provisions of Paragraph 8 of the Purchase and Sale Agreement to the contrary, in the event the attorney for the BUYER's lender is unable to close the BUYER's loan transaction at the time for performance hereof, the SELLER agrees that (a) the time for performance may be extended for a time sufficient to allow the BUYER's lender's attorney to be able to close to a time and date designated by the BUYER's lender's attorney, not to exceed two (2) weeks, and (b) such attorney may change the place for delivery to his office.
- 33C. **Extension to Perfect Title.** INTENTIONALLY DELETED.
- 33D. **Use of Money To Clear Title (Paragraph 14 Continued).** INTENTIONALLY DELETED
- 33E. **Insurance.** As set forth in Paragraph 15 of the Agreement, the SELLER shall be required only to keep the Premises as presently insured in order to comply with the terms and provisions of the Agreement.
- 33F. **Warranties and Guaranties (Paragraph 25. Continued).** This Agreement represents the entire agreement of the parties and is intended to be a complete and final statement of the whole transaction. There are no warranties, representations or guarantees not expressly contained herein, and the Premises are to be delivered to the BUYER in an "as-is" condition, which shall be defined as the same condition as at the time of the BUYER's Offer to Purchase, reasonable wear and tear excepted. At the Closing, SELLER shall be deemed to have assigned to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the Premises. SELLER will also provide BUYER, at Closing, with all keys, access cards, security codes, automatic garage door openers, mailbox keys, and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises. SELLER shall be obligated to produce at least two sets of keys for each exterior door and at least one garage door opener for each garage door located on the Premises. The present lawsuit between BUYER (as plaintiff) and SELLER (as defendant) shall be dismissed with mutual releases executed by all parties, including Coldwell Banker Residential Properties with prejudice. Any and all rights of the parties shall be based upon the Purchase and Sale agreement once it is executed by all parties.
- 33G. **R.E.B.A. Title Standards.** Any matter which is the subject of a title or practice standard of the Real Estate Bar Association (REBA), (formerly the Massachusetts Conveyance's Association) at the time of closing shall be governed by such title or practice standard, as the case may be, to the extent applicable and to the extent said standard does not contradict any express term of this Agreement.

33H. **Title Insurance.** BUYER's obligations hereunder are contingent upon the availability Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates for such policies, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy.

33I. **Title.** It is understood and agreed by and between the parties that the Premises shall not be in conformity with the title provisions of the Agreement unless:

- a. All buildings, structures and improvements, including but not limited to any driveways, garages and cesspools, and all means of access to the Premises, shall be located totally within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity;
- b. No building, structure or improvement, of any kind, belonging to any other person or entity, shall encroach upon or under said Premises.
- c. The Premises shall abut a public way, duly laid out or accepted as such by the city in which said Premises are located, or have indefeasible legal access to same, for both vehicular and pedestrian access.
- d. The Premises are served by all necessary and appropriate utilities, including electrical, municipal water and sewer, and gas, if applicable, in accordance with applicable laws, codes and ordinances; All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual indefeasible right of use.
- e. There are no restrictions, easements, agreements or other matters affecting the Premises which interferes in any way with the current and intended development and permitting of the Premises as stated in Paragraph Four (4) of this Agreement.
- f. The Premises are in compliance with all applicable zoning and building codes for the current and intended use of the Premises.
- (g) Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing;
- (h) BUYER's survey or mortgage plot plan indicates that no structure or improvements situated upon the Premises violates said zoning ordinances or by-laws or provisions of M.G.L. chapter 40A, unless such structures or improvements are validly nonconforming in accordance with said ordinances, by-laws and general laws;
- (i) The Premises are not located within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone area as determined under the rules and procedures of the Federal Flood Plain Insurance Program which would require BUYER to purchase flood insurance.

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 defect or problem, BUYER 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. SELLER shall ensure that SELLER acts in good faith and shall not in such a manner which would create a title defect by SELLER's intentional or voluntary acts or omission.

33J. **Title Insurance Affidavit, etc.** INTENTIONALLY DELETED.

33K. **Mechanics' Liens.** SELLER agrees that if any mechanics' or materialmen's liens with respect to work done on the Premises on SELLER's behalf are recorded after the delivery of the Deed, SELLER will promptly cause such liens to be duly discharged of record. SELLER agrees to indemnify and hold BUYER harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on said Premises. The provisions of this paragraph shall survive the recording of the deed.

33L. **Notice of Violation, Litigation, or Taking.** SELLER warrants and represents: 1) that SELLER has received no 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; 2) that SELLER has no knowledge of any litigation or proceeding, pending or threatened, against or relating to the Premises; and 3) that SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation, special assessment, or betterment, actual or proposed with respect to the Premises. SELLER's warranties and representations under this paragraph shall survive the delivery of the Deed.

33M. **SELLER's Outstanding Mortgages.** The SELLER agrees to assist the BUYER or the BUYER's lender's counsel with such letters or phone calls that the holders of any mortgage(s) may require from the SELLER as a condition to receiving payoff figures or as a condition to paying off such mortgages and any other liens or security agreements concerning the Premises.

Lender: Acct #: Telephone #:

NONE

33N. **Septic System - Title 5 Compliance.** SELLER represents that the Premises is connected to a municipal sewer system and therefore the requirements of Title 5 of the State Environmental Code (310 CMR 15.300) ("Title 5") do not pertain and SELLER has received no notice of any deficiency or violation with respect to the sanitary sewer or storm-water drainage system, water supply or utilities servicing and used in connection with the Premises.

33O. **Adjustments.** If after delivery of the deed to or by the party to be charged, any errors or omissions are found to have occurred in any calculations or adjustments used in the Settlement Statement signed by the Parties at closing, or otherwise, including but not limited to, for real estate taxes, betterments, or if any, condominium or home owners association fees and/or dues, common area and/or assessment fees or other liens, the party to be charged agrees to promptly make payment to correct the error or omission to the other party entitled to such payment (after review of reasonably detailed back-up date). The provisions of this paragraph shall survive delivery of the deed.

33P. **Section 1031 Exchange.** SELLER and BUYER may consummate the purchase and sale of the Premises as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to BUYER's obligations under this Agreement; (b) SELLER and BUYER shall effect the Exchange through an assignment of this Agreement or its rights under this Agreement to a qualified intermediary; (c) BUYER shall not be required to take an assignment of the purchase and sale agreement for the relinquished premises or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and

(d) BUYER and SELLER shall pay any additional costs that would not otherwise have been incurred by BUYER or SELLER had SELLER or BUYER not consummated its purchase through the Exchange. BUYER or SELLER shall not by this Agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner; or (2) be responsible for compliance with or be deemed to have warranted to BUYER and SELLER that the Exchange in fact complies with Section 1031 of the Code.

33Q. **Access.** INTENTIONALLY DELETED.

33R. **Inspection.** The BUYER acknowledges that they have been given the right to a building inspection and also acknowledges that they have exercised their right to have the Premises inspected by an inspection firm or consultant to ascertain the condition of the Premises, including but not limited to, an inspection for termites or other wood-destroying pests or organisms; to determine that the Premises do not contain dangerous levels of lead based material in violation of the Lead Poisoning Prevention Act (G. L. Chapter 111, Section 190-197). In consideration thereof, upon the recording of the deed the BUYER releases SELLER from any and all liability relative to the condition of the premises and acknowledges that the Premises are being sold "as is", which shall be defined as the same condition as at the time of the BUYER's inspection, reasonable wear and tear excepted, without any warranties and representations made by the SELLER except as set forth herein.

33S. **21E Assessment Contingency.** The Agreement shall NOT BE expressly contingent upon satisfactory compliance with the provisions of G.L. c. 21E et seq. The Premises is sold "as is", which shall be defined as the same condition as at the time of the BUYER's Offer to Purchase, reasonable wear and tear excepted. Notwithstanding the foregoing, the SELLER shall be required to promptly fill out and duly execute any environmental questionnaire presented to the SELLER by the BUYER and SELLER shall allow for a 21E Phase II if the BUYER and/or BUYER's lender requires such Phase II inspections. However, such inspection results will not provide an option to Buyer to terminate the Agreement. Buyer is purchasing the property as is.

33T. **Limited Power Attorney.** By executing this agreement the Buyer and Seller hereby grant to their attorneys named herein, the actual authority to bind them for the sole limited purpose of allowing them to grant extensions, and the Buyer and Seller shall be able to rely upon the signature of said attorneys as bind. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.

33X. **Notice.** All notices and correspondence with regard to this Agreement shall be mailed by registered or certified mail, return receipt requested, all charges prepaid, or hand delivered, addressed to BUYER or to the SELLER as agent for the SELLER at their following respective addresses. Additionally, Notice shall be deemed sufficient if sent by "Facsimile" (Fax) or E-mail Notice to BUYER or SELLER by Fax or E-mail to the BUYER's or SELLER's attorneys, respectively, to the Fax numbers or E-mail address as set forth below and said Fax or E-mail shall be effective when printed receipt from the sending machine shows receipt of said transmission on receiving machine. All Notices shall be deemed timely given pursuant hereto if postmarked by the United States Postal Service, or hand delivered or sent by Facsimile (Fax) or E-mail transmission on or before the date required herein relative to said Notice.

SELLER:

Dimitrios Ioannidis, Esq.
Roach, Ioannidis & Megaloudis LLC
50 Congress Street, Suite 400
Boston, MA 02109
Tel. No. (617) 723-2800

Fax No. (617) 723-4313
E-mail: ioannidis@rimlawyers.com

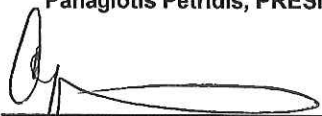
BUYER: Konstantinos Ligris, Esq.
With a copy to: David J. Forrest, Esq.
Ligris + Associates, P.C.
143 Newbury St., 5th Floor
Boston, MA 02116
Tel: 617-274-1500
Fax: 617-284-6297
E-mail: nligris@ligris.com; dforrest@ligris.com.

34. BUILDING PERMIT INSPECTION

The Buyer shall have through and including August 31, 2018, to obtain at BUYER's cost and expenses a building permit for the construction of nine (9) residential apartment units not exceeding 1,300 square feet each. In the event BUYER is unable to obtain such permits and all requested guaranteed approvals including without limitation any zoning relief or other permits ("Approvals") by August 31, 2018, then BUYER at BUYER's sole option may terminate this Agreement with written notice to SELLER (as defined herein), whereby this Agreement will be terminated and the deposits forthwith returned to BUYER. SELLER shall cooperate whenever necessary, at no cost to the SELLER, with the BUYER in said application process for the applicable Approvals. Upon SELLER's inquiry, the BUYER shall periodically notify SELLER of BUYER's efforts to obtain said Approvals. Any deviation from the requirements of this paragraph, such as an increase in the number of units or an increase in the square footage of each unit, will be deemed a breach of this Agreement, whereby Seller shall retain the deposits and terminate the Agreement in the event the BUYER cannot obtain said Approvals, unless BUYER is willing to accept title and close without Approvals.

SELLER:

BY: 
Panagiotis Petridis, PRESIDENT, Duly Authorized

BY: 
Georgia Mavridis, Treasurer, Duly Authorized

BUYER:

DocuSigned by:

8100E20C24024A2...
Fred Starikov, or nominee

RIDER B TO PURCHASE AND SALE AGREEMENT BETWEEN

Pontian Society "Panagia Soumela" Boston, Inc. ("SELLER")

AND

Fred Starikov, or nominee ("BUYER")

35. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
36. All deposits referred to in Paragraph Twenty (20) are to be held in an FDIC insured IOLTA escrow account.
37. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement.
38. Paragraph Ten (10) of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement. Paragraph Ten (10) of this Agreement shall not, however, be construed to excuse SELLER from vacating the Premises at the time set for Closing for reasons such as unavailability of movers, inconvenience, or other such delays in performance hereunder.
39. SELLER shall the President and Treasurer execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement. SELLER warrants that SELLER has all right, power and authority to enter into this Agreement and has recorded all consents necessary to enter into this Agreement and perform per the terms hereof as evidence by its vote attached hereto and made a part hereof. The provision of this paragraph shall survive the recording of the deed or termination of this Agreement.
40. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. If the SELLER does not or cannot provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the "Closing Agent" for this transaction will be entitled to make withholdings in accordance with said Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the Premises. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
41. The SELLER warrants and represents to the best of SELLER's knowledge and belief that the following information is true and accurate as of the date of this Agreement and shall remain true and accurate as of the date of Closing:
 - (a) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises;
 - (b) there is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement. In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto;
 - (c) SELLER has no knowledge of the occurrence of any substantial damage to the Premises by fire, vandalism, or other casualty (whether or not insured against, and whether or not previously repaired or restored);

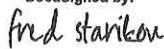
Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement and shall survive the delivery and recording of the Deed. SELLER will promptly notify BUYER of any change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all

deposits made by the BUYER hereunder, together with the accrued interest, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

42. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.
43. INTENTIONALLY DELETED.
44. SELLER shall cooperate with BUYER in BUYER's efforts to obtain mortgage financing by furnishing BUYER's prospective lender(s) with such information as the lender(s) may reasonably request.
45. The SELLER represents to BUYER that the purchase price herein is sufficient to payoff all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."
46. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
47. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
48. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
49. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
50. At the time of delivery of the deed hereunder, SELLER shall, as a condition of BUYER's performance, deliver to BUYER the following: Certificate of Good Standing (Long Form, i.e. which also lists the Officers and Directors) issued by the Office of the Secretary of State of the Commonwealth of Massachusetts, a Certificate of Good Standing issued by the Massachusetts Department of Revenue, Certificate of Corporate Vote of SELLER, a waiver of a corporate excise tax lien duly issued by the Commonwealth of Massachusetts Department of Revenue with respect to the sale contemplated by this Agreement, a deed which includes language which states that the sale of all or substantially all of the corporation's assets in Massachusetts and any other evidence or documentation as may be reasonably requested by the BUYER, BUYER's lender, BUYER's lender's attorney or their title insurance company, evidencing the status, capacity and authority of the person or persons who executed the deed hereunder and other documents required at the closing.
51. SELLER shall on or before Closing, provide notice to the Massachusetts Attorney General pursuant to MGL Chapter 180, Section 8A, regarding the sale of a non-profit real property asset. SELLER shall at SELLER's sole cost and expense provide satisfactory evidence to BUYER's counsel and lender, BUYER's title insurance underwriter that the Massachusetts Attorney General ("AG") consents to said contemplated sale, along with a certificate in recordable form as prescribed by MGL Chapter 180, Section 8A(c). SELLER shall support and prosecute such consent in good faith using due diligence. In the event that the Attorney General's Office does not approve or consent to the sale for any reason, then Seller shall have the right to terminate this Agreement and return the Deposit to Buyer.
52. This Agreement and every term, condition and provision hereof, shall be governed and controlled by mutual, reciprocal and objective covenants of good faith and fair dealings.



Pontian Society "Panagia Soumela"
Boston, Inc., SELLER
By Its President: Panagiotis Petridis, President
Duly Authorized

DocuSigned by:

990AE26C24624A2
Fred Starikov, or nominee, BUYER



Pontian Society "Panagia Soumela"
Boston, Inc., SELLER
By Its Treasurer: Georgia Mavridis
Duly Authorized