

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of December 17, 2001 by and between Lahey/Advantage General Partnership, a Massachusetts general partnership (the "Seller"), having a business address of 304 Cambridge Road, Woburn, MA 01801, and The Town of Arlington (the "Buyer"), a Municipal Corporation organized and existing under the laws of the Commonwealth of Massachusetts having a business address of C/O John F. Maher, Town Counsel, 50 Pleasant Street, Arlington, Massachusetts 02476.

1. Purchase and Sale; Premises. Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, that certain parcel of land located in Arlington, Massachusetts, as described in Exhibit A (the "Land"). The Land is to be conveyed together with (i) any buildings, structures and improvements thereon and fixtures affixed thereto (collectively, the "Improvements"); (ii) all of Seller's right, title and interest in and to easements, privileges, licenses, and appurtenances of any kind whatsoever to the Land and the Improvements (collectively, the "Appurtenant Rights"); and (iii) all of Seller's right, title and interest in and to any guaranties, warranties, licenses and permits pertaining to the ownership, use and occupancy of the Land or the Improvements (collectively, the "Permits"). The Land and the Improvements are referred to herein collectively as the "Real Property" and the Real Property together with the Permits and the Appurtenant Rights are referred to herein collectively as the "Property".

2. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller shall close this transaction (the "Closing") on January 31, 2001 (the "Closing Date"), at 10:00 a.m., at the offices of Ropes & Gray, One International Place, Boston, Massachusetts.

3. Title Deed. The Real Property is to be conveyed by a quitclaim deed in recordable form (the "Deed") running to Buyer or to the nominee designated by Buyer by written notice to Seller at least seven (7) days before the Deed is to be delivered as herein provided, and the Deed shall convey good and clear record and marketable title to the Real Property, free from encumbrances except:

3.1. provisions of existing building and zoning laws;

3.2. the lien for real estate taxes assessed against the Real Property as are not due and payable on or before the Closing Date for the then current fiscal tax period within which such taxes are payable;

3.3. any liens for municipal betterments or special assessments assessed after the date of this Agreement (for any municipal betterment or special assessment assessed after the date of this Agreement, Buyer shall pay such assessed amount); and

3.4. matters that would be revealed by an instrument survey of the Real Property, rights of parties in possession, and such other easements, rights, restrictions, reservations and other encumbrances of record as are now in force and applicable, provided such encumbrances do not constitute voluntary monetary encumbrances, which shall be discharged by Seller in accordance with Section 14, or involuntary monetary encumbrances.

The encumbrances referenced in clauses (3.1) through (3.4) above shall be collectively referred to herein as (the "Permitted Title Exceptions").

4. Purchase Price. The agreed purchase price to be paid by Buyer for the Property (as increased or decreased by the amount of any adjustments thereto provided for herein, the "Purchase Price") is Seven Million One Hundred Thousand Dollars (\$7,100,000). Upon delivery of the Deed (as hereinafter defined), Buyer shall pay Seller the Purchase Price in cash, cashier's check, or by Federal Reserve wire transfer in accordance with Seller's instructions provided three days prior to Closing. The Purchase Price shall be held in escrow until the Deed has been recorded.

5. Termination. This Agreement shall terminate automatically in the event Buyer has not received all approvals necessary to proceed with the Property under the terms contained herein including the requisite majority Town meeting vote required by law on or before January 15, 2002 unless such date is extended in writing signed by both Buyer and Seller. This Agreement shall terminate automatically in the event the transaction does not close on January 31, 2002, unless Seller in its sole discretion extends the Closing Date and acknowledges such in writing. In addition, this Agreement shall terminate automatically upon the Closing of the transaction as described in Section 2 above.

6. Confidentiality. Buyer and Seller acknowledge and agree that they have entered into a confidentiality agreement dated April 2001, (the "Confidentiality Agreement") duly executed by the respective parties representatives, the terms of which are incorporated herein by reference and which continues in full force and effect in accordance with its terms. If for any reason the Closing does not occur within ten (10) days of the date on which the Closing Date was scheduled, Buyer shall return to Seller all materials and other information required under the terms of the Confidentiality Agreement.

7. MCA Title Standards Control. Notwithstanding anything to the contrary contained herein, if any defect is alleged such that Seller is supposedly unable to deliver title as herein provided, any title matter which is the subject of a title standard of the Massachusetts Conveyancers Association at the time for delivery of the Deed shall be governed by said title standard to the extent applicable.

8. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

8.1. Lahey/Advantage General Partnership is a general partnership validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

8.2. At the time of the Closing, Seller has the legal right and all requisite and necessary power and authority to execute and deliver this Agreement and to perform Seller's obligations hereunder.

8.3. At the time of the Closing, the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite corporate action and does not conflict with or result in the breach of any of the terms of the charter documents or by-laws of Seller.

8.4. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to general principles of equity, bankruptcy, reorganization and other similar laws affecting the enforcement of contracts generally.

8.5. Except as set forth on Schedule 8.5, there are no leases or other agreements currently in force and effect relating to the occupancy of the Real Property.

8.6. The execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder will not violate any State or Federal law or regulation, nor conflict with, or result in a breach of any of the terms, covenants, conditions and provisions of any judgment, writ, injunction, statute, regulation, ruling, directive or decree of any court or governmental authority, or any agreement or instrument to which the Seller is a party or by which the Seller or the Property is bound.

8.7. Seller has delivered to the Buyer true, complete and accurate copies of all of the following documents:

- a. leases;
- b. contracts that are to be assumed;
- c. permits which Seller has in its possession and control;
- d. environmental reports, notices and information concerning the Property.

8.8. Seller has not received written notice of any current violation, nor to the Seller's knowledge are there any violations of any applicable laws, ordinances, regulations or insurance requirements, or any pending, ongoing or threatened litigation or condemnation proceedings with respect to the Property except as set forth on Schedule 8.8. This Section 8.8 does not relate to the condition of the Real Property, or to any environmental matters, which are addressed solely by Section 10.2.

8.9. Seller is the sole owner of the Property.

8.10. No tenant has an option to purchase the Property or any part thereof.

9. Representations of Buyer. Buyer represents to Seller, as follows:

9.1. Upon the requisite majority vote, as required by law, at the Town meeting authorizing the acquisition of the Property, and upon compliance with the Unique Acquisition Act set forth in M.G.L. c. 30B, § 17 (the "Act"), Buyer has all requisite and necessary power and authority to execute and deliver this Agreement and to perform Buyer's obligations hereunder. Seller shall cooperate with Buyer and provide Buyer with information required for disclosure under the Act.

9.2. At the time of the Closing, the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all requisite corporate action and does not conflict with or result in the breach of any of the terms of the charter documents or by-laws of Buyer.

9.3. This Agreement is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to general principles of equity, bankruptcy, reorganization and other similar laws affecting the enforcement of contracts generally.

9.4. Buyer will proceed in good faith and with reasonable diligence to secure any and all financing required to purchase the Property and has represented to Seller that it anticipates that such financing will be completed approximately thirty (30) days from the date on which the Town meeting approves the acquisition.

9.5. At the time of the Closing, Buyer has sought and obtained, and will continue to comply with any and all approvals required to execute a lease in favor of Lahey Clinic containing all of the terms included in the term sheet attached as Exhibit B hereto at the Closing.

9.6. At the time of Closing, Buyer has fully inspected the Property and undertaken such title and survey work and other examinations of law and other due diligence as Buyer thinks appropriate.

10. Condition of the Real Property.

10.1. "As Is" Purchase and Sale. Buyer acknowledges that Seller has not made any warranties, covenants or representations, express or implied, concerning any of the Property or any component thereof, except as specifically set forth in section 8 of this Agreement including, without limitation, acreage or square footage, the operation or the costs or results of the operation of the Property, any economic forecast or projection concerning earnings, rents, value of profits, the land use restrictions or zoning affecting the Property, the enforceability of any contract or other agreement or right assigned hereunder, the compliance of the Property or any part thereof with any laws, statutes, rules, ordinances, decrees, judgments or orders applicable thereto.

10.2. Hazardous Substances. Without limiting the generality of the foregoing Section 10.1, Buyer agrees that Seller has made no representation or warranty as to the presence

or absence of any oil or hazardous or toxic wastes, materials or substances in, on, under or otherwise affecting the Real Property, except with respect to those conditions set forth on Schedule 10.2. Seller agrees to bear responsibility for conducting any "response action" (as the term is defined in M.G.L. c. 21E and the Massachusetts Contingency plan (310 CMR 40.0000)) required in connection with the conditions disclosed on Schedule 10.2. Buyer will give Seller reasonable cooperation in Seller's performance and completion of response actions, including without limitation (i) allowing Seller reasonable access to the Real Property for the purpose of performing such response actions, and (ii) cooperating in the recording of any Notice of Activity and Use Limitation ("AUL") (as defined in the MCP) that Seller may reasonably propose in connection with such response actions. In performing response actions as required hereunder, Seller agrees to comply with the following guidelines: (a) best efforts will be employed to limit any AUL in its geographic coverage, and in the activities and uses that it restricts; (b) permanent rather than temporary solutions will be achieved, unless, consistent with the MCP, adequate demonstration is made, with respect to all or a portion of the site, that a permanent solution is not feasible; (c) in the case of temporary solutions, Seller will remain responsible for performing any operations, monitoring, maintenance, and reporting activities that may be required in connection with such temporary solution. Notwithstanding any other provision of this Agreement to the contrary, each party shall reserve and retain any common law and statutory rights it may have against the other with respect to environmental matters not set forth in Schedule 10.2. This paragraph 10.2 will survive the recording of the Deed.

11. Covenants Pending Closing. Following execution of this Agreement and at all times prior to the Closing, Seller shall continue to operate the Real Property and insure the Building in substantially the same manner that the same are operated and insured as of the date of this Agreement and, prior to the Closing, Seller shall not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, enter into (i) any leases or occupancy agreements with respect to the Real Property, or (ii) any contracts with respect to the operation and/or maintenance of the Real Property, other than contracts that are terminable on not greater than thirty days' notice, or that will not be binding on Buyer or the Real Property after acquisition of the Property. Notwithstanding the foregoing, however, Seller shall not be obligated to perform any repairs, replacements, or improvements to the Real Property which are, under generally accepted accounting principles, of a capital nature. All risk of loss shall remain with Seller until Closing.

12. Conditions Precedent; Failure of Conditions.

12.1. Seller's Failure. In addition to the performance or satisfaction in all material respects of all the other provisions of this Agreement by Seller, the Closing and the obligation of Buyer to purchase the Property under this Agreement shall be expressly conditioned on the following conditions as of the Closing Date: (i) subject to Section 14 below, the title to the Real Property is only subject to the Permitted Title Exceptions; (ii) subject to the conditions in Section 15.3 below, the Real Property is, in all material respects, in as good condition, order and repair as the same now are, reasonable wear and tear and temporary impacts associated with the conduct of response actions consistent

with Section 10.2 excepted, and (iii) except for the space used for the delivery of health care services by Lahey, HealthSouth and other physician lessees, and the cell tower agreement, the Property will be delivered free of all other tenants and personal property. Seller's failure to meet one or all of the foregoing conditions is hereinafter referred to as a "Failure of Condition". Buyer shall give written notice of any Failure of Condition to Seller at or before the time of the Closing, and thereupon, at Seller's option in its sole discretion and without any obligation to do so, the time of the Closing shall be extended for a period of up to 60 days, during which time Seller may, but shall have no obligation to, cure such Failure of Condition. If the time of the Closing is extended and if at the end of such extension period, or on January 31, 2002, whichever is sooner, Seller shall have failed so to cure such Failure of Condition, as herein provided, or if at the Closing there is a Failure of Condition and the time of the Closing is not extended by Seller, and, in either such instance, if Buyer, at its election, does not waive any such Failure of Condition, then all obligations of the parties hereto shall cease and this Agreement shall be null and void and the parties hereto shall have no further obligation or liability arising hereunder, except to the extent provided in Section 24.7.

12.2. Buyer's Failure. In addition to the performance or satisfaction in all material respects of all the other provisions of this Agreement by Buyer, the Closing and the obligation of Seller to deliver the deed under this Agreement shall be expressly conditioned on the following conditions as of the Closing Date: (i) the delivery of the Purchase Price; and (ii) an executed and delivered lease as set forth in Section 16. In the event that Buyer fails to meet one or both of the foregoing conditions, and Seller, at its election, does not waive any such failure, then all obligations of the parties hereto shall cease and this Agreement shall be null and void and the parties hereto shall have no further obligation or liability arising hereunder, except to the extent provided in Section 24.7.

13. Buyer's Election to Accept Title. Buyer shall have the additional election, at either the original or any earlier or extended time for performance provided by the express terms hereof, to accept such title as Seller can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title.

14. Voluntary Monetary Encumbrances. Mortgages and other such voluntary monetary encumbrances entered into by Seller and effecting Seller's title to the Real Property shall be discharged by Seller on or prior to the Closing Date, or subsequent to the Closing in accordance with current custom and practice. Seller shall have the obligation to discharge or bond off involuntary monetary encumbrances, except that Seller's obligation to discharge said involuntary monetary encumbrances shall not require the Seller to expend more than such amounts as are necessary to bond off involuntary monetary encumbrance aggregating \$1,000,000 or less. Notwithstanding the foregoing, Buyer's obligation to purchase the Property is subject to the title to the Property being free and clear of same, or at Buyer's sole election subject to Buyer's rights set forth in paragraph 13 hereof.

15. Eminent Domain; Casualty.

15.1. While this Agreement is in effect, Buyer agrees that any proceedings against all or any portion of the Land by eminent domain by the Town of Arlington shall not affect this transaction as contemplated by this Agreement.

15.2. If prior to Closing Seller receives notice of the institution of any proceedings, which relate to a proposed taking of all or any portion of the Land by eminent domain, Seller shall promptly notify Buyer thereof. If a federal or state government entity with taking power officially proposes a taking of a material part of the Land, Buyer may elect to terminate this Agreement by giving Seller written notice to such effect within ten (10) days after receipt by it of notice from Seller, or obtaining such knowledge itself. Should Buyer so terminate this Agreement, thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder. If the proposed taking is not a material part of the Land, or if the proposed taking is a material part of the Land but Buyer elects not to terminate, the parties hereto shall proceed to Closing (with no abatement or adjustment in the Purchase Price), and Seller shall execute an assignment to Buyer of all its right, title and interest, in and to all awards, if any, in connection with such taking.

15.3. If, prior to Closing, any damage occurs to the Improvements from fire or other casualty, Seller shall promptly notify Buyer. If the cost to repair such damage exceeds \$75,000 Buyer shall have the option to (i) terminate this Agreement upon written notice to Seller not later than ten (10) days after the date of notice thereof from Seller; or (ii) elect to proceed to Closing with no abatement or adjustment of the Purchase Price, in which event all insurance proceeds and claims therefor under applicable policies shall be assigned to Buyer at the Closing. In the event that Buyer elects to terminate this Agreement under clause (i) in the immediately preceding sentence, this Agreement shall be null and void, and neither party shall have any further obligation or liability hereunder or in connection herewith. If the cost to repair such damage is less than \$75,000, or Buyer does not timely terminate, Buyer shall proceed to Closing as originally scheduled with no abatement or adjustment of the Purchase Price, in which event all unexpended insurance proceeds and claims therefore under applicable policies shall be assigned to Buyer at the Closing.

16. Leaseback. Buyer agrees to enter into a lease with Lahey Clinic ("Lessee"), as of the Closing, containing the terms described in the Term Sheet attached as Exhibit B hereto (the "Term Sheet"). Although the Term Sheet attached hereto represents the parties' good faith statement of the parties' current understanding of the principal business terms of the lease, a mutually satisfactory lease is critical to both parties. Accordingly, if for any reason the parties are unable at or prior to the Closing, to reach agreement on a final form of mutually satisfactory lease either party may, in its sole discretion, terminate this Agreement, in which event the Agreement shall become null and void and the parties hereto shall have no further obligation or liability arising hereunder.

17. Closing Deliveries.

17.1. At the Closing, Seller shall deliver to Buyer, or Buyer's nominee, as the case may be, the following documents each fully executed and, if required, acknowledged by Seller, all to be in forms reasonably acceptable to Buyer:

17.1.1 A Quitclaim Deed duly executed or accompanied by a clerk's certificate certifying that the person(s) executing the Deed is (are) duly authorized by the Seller to do so, both in a form suitable for recording;

17.1.2 a FIRPTA affidavit;

17.1.3 a designation agreement designating the party responsible for any Form 1099-S filings as may be required by Internal Revenue Service regulations;

17.1.4 an affidavit as to mechanics' liens and persons in possession in a customary form reasonably acceptable to Buyer's title insurance company;

17.1.5 a closing statement approved in writing by Seller, such approval not to be unreasonably withheld or denied;

17.1.6 such other additional documents and instruments as are customary and reasonably required to fully effectuate the terms of this Agreement;

17.1.7 A Certificate of Existence for each of the general partners of Seller issued by the Massachusetts Secretary of State and from the State of domicile if they are a foreign corporation, dated not more than 30 days before the Closing;

17.1.8 A Certificate of Good Standing for each of the General Partners issued by the Massachusetts Secretary of State and from the State of domicile if they are a foreign corporation, dated not more than 30 days before the Closing;

17.1.9 The affidavit of Seller required by Massachusetts Conveyancers Association Title Standard Number 44 the provisions of which are incorporated herein by reference;

17.1.10 Notices to tenants under the Leases regarding the consummation of the transactions contemplated by this Agreement;

17.1.11 Tax lien waiver issued by the Massachusetts Department of Revenue of each of the general partners of Seller if applicable;

17.1.12 A certificate by Seller to the effect that all of the representations and warranties set forth in this agreement remain true and correct as of the closing date except with respect to leases and service contracts to the extent the same may have changed in accordance with the terms and conditions of this agreement.

17.1.13 Corporate votes from each of the general partners of the Seller authorizing the sale and leaseback of the Property as contemplated by this Agreement.

17.1.14 Assurances that Seller can meet its Indemnification obligations described in paragraph 20 of this Agreement to the satisfaction of Buyer.

17.2. At the Closing, in addition to the Purchase Price, Buyer shall deliver to Seller the following documents each fully executed and, if required, acknowledged by Buyer:

17.2.1 the Assignment assuming Seller's obligations under the Permits;

17.2.2 a designation agreement designating the party responsible for any Form 1099-S filings as may be required by the Internal Revenue Service's regulations;

17.2.3 a closing statement approved in writing by Buyer;

17.2.4 such other additional documents and instruments as are customary and reasonably required to fully effectuate the terms of this Agreement; and

17.2.5 executed lease between Buyer as lessor and Lahey Clinic as lessee, in the form attached as Exhibit B hereto, and a notice of lease.

17.3 To the extent feasible, Seller agrees to deliver the assurance described in Section 17.1.14 in advance of the Closing.

18. Closing Costs; Prorations.

18.1. Tax and Utilities Adjustments. Real estate taxes, water, sewer and other utility charges and fuel shall be apportioned as of the Closing Date on the basis of a 365-day year and the net amount thereof if due to Seller shall be added to the amount payable under Section 4, and if due to Buyer shall be subtracted from such amount. To the extent that such apportionments may not reasonably be determined at such time, they shall be determined and paid as soon as practicable after the Closing. Seller may obtain final bills for any utility charges that it can arrange, in which case such final amounts shall be separately paid by Seller and need not be adjusted between the parties. All municipal assessments or betterments assessed after the date of this Agreement shall be paid by Buyer.

18.2. Recording Costs. Seller shall, at its own cost and expense, obtain and affix to the Deed as required by law, Massachusetts deed excise stamps.

18.3. Investigations; Title Insurance; Financing Expenses. Buyer shall pay any and all costs of its Investigations, all title insurance costs and expenses, and all costs and expenses incurred for Buyer's mortgage financing.

18.4. Attorneys' Fees and Costs. Each party agrees to bear its own attorneys' fees and costs with respect to this transaction.

18.5. Other Prorations. Other expenses that relate to the Property, including, without limitation, fees, costs and expenses relating to the service contracts for maintenance and operation of the Real Property as set forth on Schedule 18.5, shall be prorated by Seller and Buyer at the Closing as such expenses are customarily prorated in similar transactions involving sales of similar property in the Greater Boston Metropolitan area.

19. Removal of Property.

19.1. Seller's Removal of Personal Property and Equipment. Buyer acknowledges and agrees that Seller's personal property and equipment located at the Real Property are not included in the transaction contemplated hereby and Seller shall have the right to remove such personal property and equipment on or prior to the Closing Date. Seller agrees to restore and repair in a good and workmanlike manner, prior to the Closing, any damage to the Real Property caused by the removal of its personal property and equipment.

Notwithstanding the foregoing, Buyer acknowledges and agrees that all personal property and equipment belonging to Lessee and Sublessees used in connection with the provision of health care services at the Property will remain in its current location until the necessary build-out and all Department of Health approvals required to permit the relocation of operations to the new space have been obtained. This relocation will take place in accordance with the timeframes set forth in the Lease Term Sheet.

19.2. Removal of Medical Records and Specimens. Seller will remove, and bear the cost for the removal of, all medical records as well as all medical, biological or radiological waste from all areas of the Real Property not being used in connection with the provision of health care services.

19.3. Removal of Debris. Seller is responsible for the removal of all other debris from the Real Property, but Buyer will reimburse Seller for fifty percent (50%) of the documented cost. Notwithstanding the foregoing, Buyer's reimbursement obligations are limited to \$50,000.

20. Indemnification. Seller agrees to indemnify, defend and hold harmless Buyer, and its officers, directors, employees, agents, successors and assigns, from and against any and all losses, claims, actions, costs, liabilities, damages, expenses, including without limitation, any claims for bodily injury and/or property damage and/or personal injury from any third parties or government agencies (collectively, "Losses") which in any way may refer to, relate to or arise out of those conditions at the Real Property that are set forth on Schedule 10.2 including any Losses arising from an audit by the DEP of the Real Property and the assessment and response actions conducted thereon with respect to the conditions set forth on Schedule 10.2, unless and to the extent such Losses result solely from or are exacerbated solely by Buyer's activities on the Real Property after the Closing. The foregoing shall survive the delivery of the deed hereunder.

21. Notices.

21.1. Any notice, request, demand, instruction or other communication to be given to any party hereunder, except where required to be delivered at Closing, shall be in writing and shall be delivered by hand, or by Federal Express or by another recognized commercial courier service with a procedure for guaranteed next day delivery and signed receipt by the addressee, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to such party at the address set forth below:

If to Seller: Lahey Clinic, Inc.
 41 Mall Road
 Burlington, MA 01805
 Attn: Donna L. Cameron, Esq.

 Advantage Health Corporation
 c/o HealthSouth New England Rehabilitation Hospital
 2 Rehabilitation Way
 Woburn, MA 01801
 Attn: Mary Miscato

With copies to: Ropes & Gray
 One International Place
 Boston, MA 02110-2624
 Attn: Michele M. Garvin, Esq.

 Greenberg & Traurig
 One International Place
 Boston, MA 02110
 Attn.: David Spackman, Esq.

If to Buyer: The Town of Arlington
 50 Pleasant Street
 Arlington, Massachusetts 02476
 Attn: John Maher, Esq.

With a copy to: Keshian & Reynolds
 1040 Massachusetts Avenue
 Arlington, MA 02476-0052
 Attn.: Richard Keshian, Esq.

21.2. Notice shall be deemed to have been given when so mailed or when so tendered to a courier service, except that where under this Agreement any time period is specified to commence with notice, such time period shall not be deemed to commence until postal or courier service records indicate that delivery was first made or attempted. The addressees and addresses for the purpose of this Section may be changed by giving notice

as provided herein; provided that unless and until such written notice is actually received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

22. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, provided that Buyer may only assign its rights or delegate its obligations hereunder with the prior written consent of Seller and any attempt to do so without such consent shall be null and void. As used herein, "Seller" and "Buyer" shall refer to the parties originally named herein and their respective permitted successors assigns.

23. Broker. Each party hereto represents to the other party that neither it nor any of its affiliates have dealt with any person or entity that might have a claim for a sales or brokerage commission or finder's fee with respect to the transaction contemplated by this Agreement, other than David Wright (the "Recognized Brokers"). Buyer and Seller agree that each will indemnify, hold harmless and defend the other from and against any claim for any commission or fee (including attorneys' fees) by any licensed broker (other than the Recognized Brokers), claiming to have acted through the indemnifying party or its affiliates. Seller shall pay the Recognized Brokers any commissions owed pursuant to a separate agreement.

24. Miscellaneous Provisions.

24.1. Construction; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

24.2. Exclusivity of Agreement. This Agreement is made for the sole protection of the parties hereto, and no other person shall have any benefit or right of action hereunder.

24.3. Entire Agreement, Modification and Waiver. This Agreement, including all exhibits and schedules attached hereto, represents the entire understanding between the parties, and no other oral or written agreement or representations with respect to the Property, unless incorporated herein, shall be binding upon the parties, except the Confidentiality Agreement, which shall continue in full force and effect in accordance with its terms. No provisions of this Agreement shall be amended, waived or modified, except by an instrument in writing signed by the parties hereto.

24.4. Headings; Section References. All descriptive headings of Sections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. All section references herein are to the Section numbers hereof.

24.5. Time is of the Essence. Time is of the essence in this Agreement; provided, however, that should any date for performance or other action required under this Agreement fall on a weekend or holiday, the time for such performance or action shall be automatically extended to the next business day thereafter. Without limiting the generality of the foregoing, Buyer hereby acknowledges the Closing Date is a material provision in this Agreement, upon which Seller has relied and without which Seller would not have entered into this transaction. Both Buyer and Seller acknowledge and

agree that the Purchase Price and other terms and conditions of this Agreement have been determined and agreed upon by Buyer and Seller based upon the condition that the Closing occur no later than the Closing Date. Buyer further acknowledges and agrees that the Closing Date is an absolute deadline for the Closing, after which, if Buyer has failed to close pursuant to this Agreement, this Agreement shall be null and void and the parties hereto shall have no further obligation or liability arising hereunder, except to the extent provided in Section 24.7.

24.6. No Recording. Buyer shall not record this Agreement or any notice thereof. Any such recording by Buyer shall constitute a default by Buyer under this Agreement entitling Seller to terminate this Agreement, and seek to recover from Buyer for additional damages, costs (including without limitation, attorneys' fees), and expenses. Any such termination by Seller shall render this Agreement null and void and neither party shall have any other or further claim against the other by reason of this Agreement.

24.7. Survival; Acceptance of Deed. On the termination of this Agreement, other than by Closing, all of the terms and provisions hereof shall be void and of no further force and effect and neither Buyer nor Seller shall have rights, obligations or liabilities hereunder except for those contained in paragraph 6 of this Agreement, and the Confidentiality Agreement.

Upon termination of this Agreement by Closing and upon acceptance of the Deed by Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, except the provisions of Sections 6, 10.2, 18.1, 20, 23 and 24.7, and the rights of Buyer to a recordable discharge of any mortgage or other voluntary monetary encumbrance as set forth in Section 14, and any other instruments necessary of record to perfect Buyer's title to the Property, subject, however, to Permitted Title Encumbrances, shall survive the Closing, and no other provisions of this Agreement shall so survive.

24.8. Counterparts. This instrument may be executed in one or more counterparts, which together shall constitute one instrument. This instrument may be executed and delivered by facsimile with subsequent delivery of originally executed counterparts and any counterpart signature sent by facsimile shall constitute sufficient evidence of the execution and delivery hereof against the party sending such facsimile to the other party.

24.9. No Oral Agreement. This agreement shall not be binding or effective until properly executed and delivered by both Seller and Buyer. The delivery by Buyer to Seller of an executed counterpart of this agreement shall constitute an offer which may be accepted by the delivery to Buyer of a duly executed counterpart of this agreement and the satisfaction of all conditions under which such offer is made, but such offer may be revoked by Buyer by written notice given at any time prior to such acceptance and satisfaction.

24.10. Gender Neutral. As used in this agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

24.11. Effect of Termination. Notwithstanding any provision herein to the contrary, in the event this Agreement is terminated by either Buyer or Seller as herein provided, or terminates automatically pursuant to Section 5, then this Agreement shall become null and void and neither party shall have any other or further claim against the other by reason of this Agreement, or any other cause of action in law or in equity, except to the extent reserved in paragraph 24.7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date first above written.

SELLER

LAHEY/ADVANTAGE GENERAL
PARTNERSHIP

By Its General Partners,

ADVANTAGE HEALTH CORPORATION

By: _____

Name:

Title:

LAHEY CLINIC AFFILIATED SERVICES, INC.

By: _____

Name:

Title:

BUYER

THE TOWN OF ARLINGTON

By: _____

Name:

Title:

TOWN OF ARLINGTON

BOARD OF SELECTMAN

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

TOWN MANAGER

By: _____
Name:

Approved as to Form

By: _____
Name:
Town Counsel

Schedule 8.5

AGREEMENT CO.	SUBJECT
New England Trane	HVAC Equipment Trane CTV incl. Cooling Towers
Honeywell, Inc.	Pharmacy Alarm Alarm-No Description
Advanced Safety Systems, Inc.	Preventative Maintenance Agreement
Omipoint Communications	Rooftop Antenna Facility
Thyssen Dover Elevator (formerly Payne)	Maintenance Service (\$1,296.01 mo.). Note: Agreement not signed by Lahey
Stericycle, Inc.	Biomedical Waste Removal (2x-weekly)
Browning-Ferris Industries	Solid Waste Removal
Royal Institutional Services	Laundry Service
Buono Pest Control, Co., Inc.	Pest Control
Sacca Corp.	Snow Removal
Keane Fire and Safety	Annual Fire Extinguisher Testing & Kitchen Hood Fire Protection System
Cochrane Ventilation	Semi-Annual Duct Cleaning
Tibbetts Landscaping	
Generator Service	
John's Cleaning	Semi-Annual Grease Trap Cleaning
Robert Foster, M.D.	Lease of Space
Jerome L. Slate, M.D.	Lease of Space
Dr. Vogel	Lease of Space
Nisar Nuwaylud, M.D.	Lease of Space

Schedule 8.8

Violations of Laws

[None.]

Schedule 10.2

Oil and hazardous material releases reported to the Massachusetts Department of Environmental Protection (MADEP), or otherwise subject to response actions pursuant to Mass. General Laws Chapter 21E and the Massachusetts Contingency Plan, in connection with the site that MADEP has designated as Release Tracking Numbers 3-10969 and 3-21196, including any release detected in the vicinity of the area of the former HMM Associates, Inc. test-boring B-5.

Schedule 18.5

Other Prorations

AGREEMENT CO.	SUBJECT
New England Trane	HVAC Equipment Trane CTV incl. Cooling Towers
Honeywell, Inc.	Pharmacy Alarm Alarm-No Description
Advanced Safety Systems, Inc.	Preventative Maintenance Agreement
Omipoint Communications	Rooftop Antenna Facility
Thyssen Dover Elevator (formerly Payne)	Maintenance Service (\$1,296.01 mo.). Note: Agreement not signed by Lahey
Stericycle, Inc.	Biomedical Waste Removal (2x-weekly)
Browning-Ferris Industries	Solid Waste Removal
Royal Institutional Services	Laundry Service
Buono Pest Control, Co., Inc.	Pest Control
Sacca Corp.	Snow Removal
Keane Fire and Safety	Annual Fire Extinguisher Testing & Kitchen Hood Fire Protection System
Cochrane Ventilation	Semi-Annual Duct Cleaning
Tibbetts Landscaping	
Generator Service	
John's Cleaning	Semi-Annual Grease Trap Cleaning

Exhibit A

See Attached

Exhibit B

See Attached