PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 2d day of April, 2012 (the "Effective Date") by and between Roman Catholic Archbishop of Boston, a corporation sole, created pursuant to Chapter 506 of the Acts of 1897 ("Seller"), and the Town of Wellesley, a Massachusetts municipal corporation ("Buyer"), acting by and through its Board of Selectmen (the "Board").

BACKGROUND

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

(1) All that certain real property located at 900 Worcester Street, Wellesley, Norfolk County, Massachusetts, more particularly described in Exhibit A (the "Land");

(2) The buildings and other improvements and fixtures located on the Land (the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property); and

(3) All fixtures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the operation of the Real Property, owned by Seller and located on or within the Real Property, subject to the provisions of Section 8.1.2 (the "Personalty").

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

TERMS AND CONDITIONS

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

1. Sale and Purchase. Seller hereby agrees to sell, transfer and convey title to the Property to Buyer and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price and on and subject to the other terms and conditions set forth in this Agreement.

2. Purchase Price.

2.1. Purchase Price. The Purchase Price for the Property shall be Three Million Eight Hundred Thousand and 00/100 Dollars ($3,800,000) (the "Purchase Price").

2.2. Payment at Closing; Funding Agreement. At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Seller payment of the Purchase Price, subject to the adjustments and apportionments described herein, which shall be

paid at Closing by wire transfer of immediately available federal funds, transferred to the order or account of Seller.

The delivery and recording of documents and the disbursement of funds shall be effectuated at the Closing by an escrow administered by First American Title Insurance Company ("Title Company"), as escrow agent.

3. Representations and Warranties of Seller. Subject to all matters disclosed in any document delivered to Buyer by or on behalf of Seller or on any exhibit attached hereto (all such matters and information being referred to herein as "Exception Matters"), Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to enter into this Agreement, subject to the terms and conditions hereof. Once the "Canon Law Condition" (defined in Section 6A) has been satisfied, Seller shall have all requisite corporate power and authority to convey the Property and otherwise perform its obligations hereunder or under the documents to be delivered by Seller at Closing.

3.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party, which will not be discharged or released at Closing.

3.3. Leases. There are no written leases or occupancy agreements currently in effect which affect the Property.

3.4. No Condemnation. Within the past 36 months, Seller has not received any written notice of any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any portion of the Real Property and, to the best of Seller's knowledge, there is no threatened condemnation, eminent domain or similar proceeding affecting the Property.

3.5. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance concession, or other third party agreements in effect with respect to the Real Property or affecting the Property which will be binding on Buyer after Closing.

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

3.7. Patriot Act. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders

or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"). Neither the Seller nor any of its affiliates (A) is listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including, without limitation, by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

3A. Limitations Regarding Representations and Warranties.

Notwithstanding any provision contained in this Agreement to the contrary, Seller shall have no liability whatsoever to Buyer with respect to any Exception Matters, either before or after Closing. Buyer agrees to inform Seller promptly in writing if it discovers that any representation or warranty of Seller is inaccurate in any material respect, or if it believes that Seller has failed to deliver to Buyer any document or material which it is obligated to deliver hereunder. If Buyer obtains actual knowledge of any information before the expiration of the Inspection Period that causes any of Seller's representations and warranties to be not true and correct, all such information shall be deemed an "Exception Matter" if Buyer does not terminate this Agreement pursuant to Section 4.4.2. If Buyer obtains actual knowledge after the expiration of the Inspection Period but before the Closing that any of Seller's representations and warranties are not true and correct in any material respect, Buyer, in its sole discretion, may (i) terminate this Agreement by written notice to Seller, or (ii) consummate the acquisition of the Property subject thereto without reduction in the Purchase Price. Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further rights or obligations hereunder except as expressly provided for herein.

4. Conditions Precedent to Buyer's Obligations. Buyer's obligations to consummate the transaction contemplated by this Agreement are conditioned on the satisfaction at or before the time of Closing hereunder of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's sole option):

4.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date, subject to all Exception Matters.

4.2. Performance. Seller shall have, in all material respects, performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3. Documents and Deliveries. All instruments and documents required under this Agreement on Seller's part to effectuate the Closing shall be delivered to Title Company and shall be in form and substance consistent with the requirements herein.

In the event of a failure of any such conditions, Seller at its option shall be given a reasonable time to cure the same following notice from Buyer and the date of Closing will be extended as appropriate, but in no event more than thirty (30) days.

4.4. Inspection Period; Access; Purchase "As Is."

4.4.1. During the Inspection Period (hereinafter defined), Buyer and Buyer's consultants, engineers, architects, employees and agents ("Buyer's Agents") shall be entitled to enter upon the Property (as coordinated through Seller), upon forty-eight (48) hours' prior notice to Seller, to perform inspections and tests of the Property, including, without limitation, surveys, environmental studies, examinations and tests of the Improvements. After the Inspection Period, Seller will reasonably cooperate with Buyer to allow occassional entry for Buyer's planning purposes. Before entering upon the Property, Buyer shall furnish to Seller evidence of general liability insurance coverage with a combined single limit of not less than One Million Dollars ($1,000,000.00). If Buyer wishes to engage in any testing which will damage or disturb any portion of the Property, Buyer shall obtain Seller's prior written consent thereto. Seller's written approval shall be required prior to any invasive testing or sampling. Buyer shall repair any material damage to the Property back to a reasonable similarity to its previous condition caused by any such tests or investigations, and indemnify, defend and hold harmless Seller from any and all liabilities, claims, costs and expenses caused by Buyer's testing or inspections, or from any other damage to property or any injury to persons resulting from Buyer's testing or inspections; provided, however, Buyer's indemnity obligation hereunder shall not include the mere discovery by Buyer of a pre-existing condition with respect to the Property or liability for acts or omissions of Seller or Seller's agents, employees or representatives. The foregoing indemnification shall survive Closing or the termination of this Agreement.

4.4.2. The term "Inspection Period," as used herein, shall mean the period ending at 5:00 p.m. Eastern Time on the 60th day after the date the Town Meeting Condition (defined in Section 6B) is satisfied or if the same is not a Business Day (defined in Section 7), the next Business Day. Buyer may by notice to Seller prior to the expiration of the original Inspection Period, extend the Inspection Period one time only for up to an additional thirty (30) days if it certifies to Seller that, despite the use of diligent efforts, Buyer has been unable to complete its inspections within the original Inspection Period. Buyer may terminate this Agreement for any reason or no reason, in its sole discretion, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period. In the event of termination pursuant to this Section, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.4.2 no longer shall be applicable, and this Agreement shall continue in full force and effect.

4.4.3. Except as expressly set forth in Section 3 of this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to

habitability, merchantability or fitness for a particular purpose.

Buyer acknowledges and agrees that upon Closing Seller shall sell and convey to Buyer and Buyer shall accept the property "as is, where is, with all faults," except to the extent expressly provided otherwise in this Agreement, or in any other statement, document or agreement to be delivered to Buyer at Closing (collectively, the "Seller Closing Documents"). Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any employee thereof, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in Section 3 of this Agreement or any Seller Closing Document (and then subject to the limitations set forth in this Agreement). Buyer also acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "as-is."

Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement or any Seller Closing Document. Upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's employees, officers and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's employees, officers, and agents) by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement or any Seller Closing Document, and Buyer agrees that it will not make or pursue any such claim or cause of action.

The provisions of this section 4.4.3 shall survive Closing or any termination of this Agreement.

4.4.4. Buyer hereby agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Real Property or emanating therefrom, then the Buyer waives any rights it may have against Seller in connection therewith including, without limitation, under Chapter 21E and CERCLA (defined below), and Buyer agrees that it shall not (i) implead the Seller, (ii) bring a contribution action or

similar action against the Seller or (iii) attempt in any way to hold the Seller responsible with respect to any such matter. The provisions of this Section 4.4.4 shall survive the Closing. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by federal, state or local law, regulation, or code (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E ("Chapter 21E"), and similar state laws and regulations adopted thereunder.

4.5. Title. Buyer shall order from Title Company a Commitment for Title Insurance for an ALTA Owner's Title Insurance Policy for the Property (with copies of all instruments listed as exceptions to title) (collectively, the "Commitment"), and instruct the Title Company to deliver the same to Buyer and Seller. Buyer shall have until the expiration of the Inspection Period within which to examine said Commitment. If Buyer is not satisfied with any title matter, it may exercise its right to terminate this Agreement pursuant to Section 4.4.2. If Buyer does not so terminate this Agreement, it shall be deemed to have accepted all matters of record as of the date hereof and all matters shown on the Commitment (collectively, "Permitted Exceptions").

Buyer may, at or prior to Closing, notify Seller in writing (a "Gap Notice") of any title exceptions (i) first arising between the date of the Commitment provided to Seller and Closing and (ii) not disclosed to or otherwise known to Buyer prior to the expiration of the Inspection Period; provided that Buyer must notify Seller of such unacceptable exceptions within five (5) Business Days of being made aware of the existence of such exceptions. If Buyer sends a Gap Notice to Seller, Seller shall have the option to attempt to remove the same prior to Closing and extend the Closing Date for up to thirty (30) days in order to do so. If Seller does not so remove the same, Buyer in its sole discretion may (i) terminate this agreement by written notice to Seller, whereupon neither party shall have any obligation to the other except as expressly set forth herein, or (ii) consummate the acquisition of the Property subject thereto without reduction in the Purchase Price.

4.6. Survey. During the Inspection Period, Buyer may, at Buyer's cost and expense, obtain an "as-built" survey of the Real Property which among other things shows the location of any wetlands on the Property (the "Survey"). Buyer shall have until the expiration of the Inspection Period to approve or disapprove matters disclosed by the Survey. If Buyer is not satisfied with any survey matter, it may exercise its right to terminate this Agreement pursuant to Section 4.4.2. If Buyer does not so terminate this Agreement, it shall be deemed to have accepted all matters which could have been shown on an ALTA survey of the Real Property.

5. Failure of Buyer's Conditions. In the event each of the conditions set forth in Section 4 is not satisfied on the date of Closing in accordance with the provisions of this Agreement, then Buyer shall have the option, as its sole recourse and remedy, exercisable by written notice to Seller at or prior to Closing, of (1) accepting at Closing such title as Seller is able to convey and waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (2) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate.

6A. Canon Law Condition. The obligations of Seller hereunder are subject to the satisfaction of the "Canon Law Condition" (hereafter defined). The "Canon Law Condition" shall mean that Seller shall have obtained final favorable determinations with respect to all Canon Law appeals of, and Canon Law challenges to, (i) the relegation of the Property to profane but not sordid use (within the meaning of the Code of Canon Law of the Roman Catholic Church ("Canon Law")), and (ii) the sale and conveyance of the Property. Seller shall give notice to Buyer promptly upon satisfaction of the Canon Law Condition (the "Canon Law Condition Notice"), any may give notice at any time if Seller determines that the Canon Law Condition cannot be satisfied by the Outside Date. The determination as to whether the Canon Law Condition has been satisfied or cannot be satisfied shall be made exclusively by Seller and shall not be subject to question. In the event Seller does not give the Canon Law Condition Notice by the date which is two (2) years from the date hereof (the "Outside Date"), or gives a notice that the Canon Law Condition cannot be satisfied by the Outside Date, either party may (but shall not be obligated to), by notice to the other at any time thereafter, terminate this Agreement, whereupon this Agreement shall be null and void without recourse to the parties hereto, except for those provisions which are expressly stated to survive termination.

Seller's delivery of the Canon Law Condition Notice shall be deemed to be a representation and warranty of Seller that Seller has the authority under Canon Law to relegate the Property to profane but not sordid use (within the meaning of Canon Law) and to sell and convey the Property to Buyer. If the Closing occurs, Seller shall indemnify, defend, and hold Buyer harmless from and against, any and all claims, damages, losses or liabilities (including, without limitation, reasonable outside counsel legal fees), to the extent arising out of or based upon any claim under Canon Law or other doctrine of the Roman Catholic Church, provided that the foregoing indemnity shall not apply to any claims, losses or liabilities, the determination of which are subject to the jurisdiction of civil courts. The agreements of Seller in this grammatical paragraph shall survive delivery of the deed.

6B. Town Meeting Condition. The obligations of the Buyer hereunder are expressly contingent upon Buyer obtaining approval at a Town Meeting of the consummation of the transaction and appropriation of the Purchase Price and such approval becoming final (the "Town Meeting Condition"). In the event the Town Meeting Condition is not satisfied by the date which is 90 days from the Start Date (defined in Section 11) (or if the same is not a Business Day, the next Business Day), either party may, by notice to the other at any time thereafter terminate this Agreement, whereupon this Agreement shall be null and void without recourse to the parties hereto, except for those provisions which are expressly stated to survive termination.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place at 11:00 a.m. Eastern Time on the date that is thirty (30) days after the expiration of the Inspection Period, provided that if Seller has not given the Canon Law Condition Notice by the date that is thirty (30) days prior thereto, the Closing shall automatically be extended until the date that is thirty (30) days after Seller delivers to Buyer the Canon Law Condition Notice (subject to the rights of either party to terminate this Agreement as provided in Section 6A if the Canon Law Condition Notice has not been given by the date that is two (2) years from the date hereof). If any date on which the Closing would occur by operation of this Agreement is not a business day in Suffolk County or Norfolk County, Massachusetts, the Closing shall occur on the next Business Day. Business Day shall mean any day which is not a Saturday, Sunday, or public holiday in either Norfolk or Suffolk County, Massachusetts.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Buyer, through the escrow administered by Title Company, the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same:

7.2.1. A Quitclaim Deed to the Real Property from Seller, duly executed and acknowledged by Seller and substantially in the form of Exhibit B. Buyer acknowledges and agrees that the Deed will contain the restrictions set forth below (with all references to Grantee in the quoted language being references to the Buyer under this Agreement, and all references to Grantor in the quoted language being references to the Seller under this Agreement).

"Use Restriction.

The Premises are conveyed subject to the following restrictions and agreements, which Grantee agrees to by its acceptance hereof.

Grantee covenants and agrees for itself, its successors and assigns and successors in title that it shall not use or permit the use of the Premises for: (a) a church, chapel or other house of religious worship; (b) a facility at which abortions, assisted suicide or euthanasia occurs; (c) the operations of professional counseling services which advocate abortion, euthanasia or suicide; (d) the operations of any embryonic stem cell research facility or services implementing embryonic stem cell research, or (e) a school or educational facility (but not including educational uses accessory to recreational uses of the Property, or a public elementary, middle or high school operated by the Town of Wellesley under the care and custody of the Wellesley School Committee, all of which shall be permitted) (the "Use Restrictions"). The Use Restrictions shall expire upon the ninetieth (90th) anniversary of the date of the recording of the Deed.

The Use Restrictions are for the benefit of the Grantor. Grantee, on behalf of itself, its successors and assigns and successors in title, acknowledges that the Use Restrictions are imposed for the benefit of Grantor, and are of actual and substantial benefit to the Grantor.

Grantee, on behalf of itself, its successors and assigns and successors in title, waives any and all claims and defense as to the enforceability of the Use Restrictions, as they have been set

forth herein, in accordance with their terms. Grantee acknowledges and agrees, on behalf of itself, its successors and assigns and successors in title that the Grantor will be entitled from time to time to record notices of extensions of the Use Restrictions as such notices and extensions are provided for in Massachusetts General Laws, Chapter 184, Sections 27 and 29 to the extent such notices and extensions are consistent with the terms described above. In the event of a breach of the Use Restrictions, at any time during the duration of same, as set forth herein, Grantor may seek specific performance of the Use Restrictions or any or all of them, in a court of law having jurisdiction over the matter and obtain from Grantee, or its successors or assigns or successors in title, as the case may be, all costs and expenses, including attorney's fees, incurred in the enforcement or defense of the Use Restrictions, or any or all of them, and any other damages suffered by Grantor arising or resulting from a breach of the Use Restrictions, or any or all of them.

Participation.

The Premises are conveyed subject to the following agreements, which Grantee agrees to by its acceptance hereof.

Grantee agrees, on behalf of itself, its assigns, and its successors in title (each, a "Transferor"), that each time that a Transferor conveys, transfers, assigns, or grants title to all or substantially all of the Property within five (5) years of the recording of this deed to the Grantee (the "Initial Conveyance Date"), the Transferor shall pay Grantor the "Participation Percentage" (hereafter defined) of the amount by which (x) the value of the consideration received in connection with such transfer exceeds (y) 120% of the sum of (i) the consideration paid for the Property by the Transferor and (ii) all documented due diligence, development and permitting costs incurred by Transferor in developing the Property for re-use. As used herein, a conveyance shall be deemed to have occurred upon the sale or long-term lease (of 7 years or more) of all or substantially all of the Property (excluding any lease of the Property for recreational use). In the event of such a lease, the consideration received shall be deemed to be the present value, calculated at a commercially reasonable discount rate, of all rent, additional rent and other payments and consideration paid or required to be paid to the Transferor in connection with or during the term of the lease.

The "Participation Percentage" shall be 50% until the first anniversary of the Initial Conveyance Date; thereafter, 40% until the second anniversary of the Initial Conveyance Date; thereafter, 30% until the third anniversary of the Initial Conveyance Date; thereafter, 20% until the fourth anniversary of the Initial Conveyance Date; and thereafter, 10% until the fifth anniversary of the Initial Conveyance Date.

Each reference to Grantor under the Section of this Deed captioned "Use Restriction" and "Participation" shall be deemed to be a reference to Grantor, its successors and assigns."

7.2.2. Such affidavits or letters of indemnity as the Title Company shall reasonably require in order to omit from the owner's policy of title insurance issued at Closing exceptions for mechanics' or materialmen's liens for work performed on the Property.

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

7.2.4. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, subject to Exception Matters.

7.2.5. A settlement statement specifying the Purchase Price, prorations, adjustments, and costs in connection with this transaction ("Settlement Statement").

7.2.6. Evidence or other documents as may be reasonably required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

7.2.7. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including, without limitation, all documentation necessary and appropriate to evidence the authority and legal good standing of the Seller and the authority of the person(s) executing the subject closing documents, together with applicable certificates issued by the Massachusetts Secretary of State's office.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Seller, through the escrow administered by Title Company, the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same:

7.3.1. In accordance with Seller's instructions, a wire transfer in the amount of the Purchase Price (subject to the adjustments provided for in this Agreement), transferred to the order or account of Seller.

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. A countersigned Settlement Statement.

7.3.4. Countersignature by the Board of Selectmen on the Quitclaim Deed, together with a Clerk's Certificate of Town Meeting Vote authorizing the transaction.

7.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including, without limitation, all documentation necessary and appropriate to evidence the authority and legal good standing of the Buyer and the authority of the person(s) executing the subject closing documents, together with applicable certificates issued by the Massachusetts Secretary of State's office.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments.

8.1.1. Real Estate Taxes. Buyer has assessed real estate taxes against the Property. Seller has sought abatement of real estate taxes for Fiscal Years 2010, 2011, and 2012, and has appeals with respect to abatements for Fiscal Years 2010 and 2011 pending at the Massachusetts Appellate Tax Board. Seller may also seek abatement of real estate taxes for subsequent fiscal years. Buyer and Seller agree that so long as this Agreement is in force and effect, each party shall cooperate with the other to continue any appeals. If the Closing occurs, Seller agrees promptly to dismiss any such abatement proceedings, or appeals therefrom.

Buyer agrees that commencing with respect to the real estate tax bill due on May 1, 2012, and with respect to each subsequent date that real estate taxes are due on which this Agreement is in force and effect (each such date, a "Due Date"), Buyer will pay to Seller, no later than ten (10) days prior to each Due Date, as consideration for Seller entering into this Agreement, an amount equal to the taxes on the Property due on the Due Date. All such payments by Buyer shall be non-refundable and shall in all circumstances not be credited against the Purchase Price. Notwithstanding the foregoing, with respect to the real estate tax bill due on May 1, 2012 only, Buyer shall reimburse Seller the amount of such bill actually paid by Seller within ten (10) days after the Town Meeting Condition is satisfied.

Nothing herein shall be deemed to constitute agreement on the part of Seller that real estate taxes are properly assessed against the Property, provided that Seller agrees not to seek an abatement of real estate taxes for Fiscal Year 2013, or any subsequent fiscal year, if Buyer has timely paid to Seller all real estate taxes due on the first three Due Dates (hereafter defined) for such fiscal year pursuant to the preceding grammatical paragraph, i.e., Buyer has paid to Seller all real estate taxes due on August 1, November 1 and February 1 of such fiscal year.

8.1.2. Condition and Status of Improvements. Buyer and Seller acknowledge that Buyer shall be responsible for demolition of the improvements on the Property after the Closing. It shall not be a condition to Closing that the improvements be in any particular condition, or that the Property be free and clear of any parties in possession, and Buyer agrees that any damage by fire or other casualty prior to Closing shall not excuse Buyer's performance hereunder. Seller agrees that in the event of any such fire or casualty, it will properly secure the Improvements in accordance with law. Seller also agrees that prior to Closing it shall remove all religious or sacred items or artifacts in the buildings and improvements, including, without limitation, pews, and, at Seller's option, stained glass, which shall be replaced by Seller with plywood. Any personal property not removed by the Closing shall be deemed abandoned and Buyer may dispose of or destroy the same.

Buyer agrees that Seller shall not be obligated to upgrade the fire alarm system in the improvements prior to Closing.

8.1.3. Utilities. All charges for electricity and any other operating utilities ("Utilities") shall be prorated on a per diem basis as of the date of Closing. If any Utilities cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be re-adjusted within ninety (90) days after the Closing after final Utilities are determined.

8.2. Expenses. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting, legal and appraisal fees. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the deed for the Real Property, (2) all premiums for any coverage under Buyer's title insurance policy and all fees for the Commitment, (3) all survey cost, and (4) the fees, costs and expenses of Title Company. Seller, in addition to its other expenses, shall pay at Closing the deed stamps and for recording of the deed and any real estate excise tax.

9. Condemnation.

If at any time prior to the date of Closing any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority other than the Town of Wellesley, then, at Buyer's option by notice given to Seller within ten (10) business days following notice of such condemnation or casualty (but in no event later than the scheduled time of Closing), this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. Any exercise of the power of eminent domain against the Property by the Town of Wellesley shall not excuse Buyer's performance hereunder.

10. Remedies.

10.1. Buyer Default. In the event Buyer breaches this Agreement or fails to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall be entitled to pursue all remedies at law and in equity, provided that Seller agrees that any monetary recovery against Buyer for any such breach or failure shall be limited to 10% of the Purchase Price.

10.2. Seller Default. In the event Seller breaches this Agreement or fails to complete the sale of the Property or to perform its obligations under this Agreement, Buyer shall be entitled, as its sole remedy therefor, either (i) enforce specific performance against Seller of Seller's obligations under this Agreement, or (ii) terminate this Agreement and release Seller from any and all liability hereunder, and this Agreement, without further action of the parties, shall terminate and become null and void and neither party shall have any further liabilities or obligations hereunder except for those liabilities or obligations which expressly survive termination of this Agreement. Any suit for specific performance must be initiated within thirty (30) days of the Closing Date, or Buyer will be deemed to have waived its option to pursue specific performance, and to have elected the remedy in clause (ii).

Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Buyer (including, without limitation, all agreements, documents, certificates and instruments delivered at Closing), or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall Buyer seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's employees or officers. Buyer agrees that any recovery against Seller for any breach of Seller's covenants, representations or warranties hereunder or under any other agreement, document, certificate or instrument delivered by Seller to Buyer (including, without limitation, all agreements, documents, certificates and instruments delivered at Closing), or under any law applicable to the Property or this transaction, shall be limited to Buyer's actual direct damages not in excess of Fifty Thousand Dollars ($50,000.00) in the aggregate for all such breaches collectively (the "Cap"), provided that the Cap shall not apply to claims made by Buyer under the last grammatical paragraph of Section 6A hereof. In no event shall Buyer be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages. The provisions of this grammatical paragraph are not intended to derogate from the additional limitations placed on Seller's pre-Closing liability under the preceding grammatical paragraph or elsewhere in this Agreement.

11. Confidentiality. In order to allow Seller the opportunity to discuss the transaction described herein with certain individuals, Buyer agrees to keep strictly confidential the fact of this Agreement and the terms hereof until Seller gives notice to Buyer that Buyer is no longer bound by such agreement of confidentiality (a "Seller's Start Notice.") The date of Seller's Start Notice shall be referred to herein as the "Start Date." If Seller does not give a Start Date Notice within 15 days after the Effective Date, either party may by notice to the other terminate this Agreement.

In furtherance of the foregoing, unless and until the Seller's Start Notice is given, any discussion of this Agreement shall be limited to discussion between and among members of the Board (and legal counsel) in Executive Sessions of the Board in accordance with Massachusetts law. This provision shall survive termination of this Agreement.

12. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

12.1. If to Seller:

The Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Fax No.: (617) 783-4564
Attention: Chancellor

With a copy to:

The Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Fax No.: (617) 746-5686
Attention: General Counsel

With a copy to:

WilmerHale
60 State Street
Boston, MA 02109
Fax No.: (617) 526-5000
Attention: William R. O'Reilly, Jr.

12.2. If to Buyer:

Town of Wellesley
Town Hall
525 Washington Street
Wellesley, MA 02482
Attention: Hans Larsen, Executive Director
Fax No.:

With a copy to:

Albert S. Robinson
Grindle Robinson, Goodhue & Frolin LLP
40 Grove Street, Suite 190
Wellesley, MA 02482
Fax No.: 781-235-8090

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by telecopy, with an original by regular mail. Any such notice or communication shall be effective when delivered or when delivery is refused.

13. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 13. The provisions of this Section 13 shall survive Closing or the termination of this Agreement.

14. Covenants and Representations of Buyer. Buyer covenants, represents and warrants that:

14.1. Authority. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized by a valid vote of the Board. As of Closing, Buyer has obtained all necessary actions of Town Meeting, pursuant to duly noticed, legal and binding final votes of Town Meeting in compliance with law, in order to authorize Buyer's acquisition of the Property, payment of the Purchase Price, and performance of Buyer's other obligations hereunder.

14.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms or to authorize Buyer's performance hereunder.

14.3. Permitting. Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining any zoning relief, building permits, land use approvals, permits, licenses or other permits or approvals.

14.4. Patriot Act. Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any other Orders. Neither the Buyer nor any of its affiliates (A) is listed on the Lists, (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including, without limitation, by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

14.5. Memorial. Buyer agrees to work with Seller after the Closing to provide, at Buyer's expense, for the installation on the Property of a permanent plaque, memorial or other appropriate permanent fixture which commemorates the prior use of the Property by the Parish of St. James the Great. This provision shall survive delivery of the deed.

15. Miscellaneous.

15.1. Assignability. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any individual or entity without Seller's consent, which it may withhold in its sole discretion.

15.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

15.3. Recording. This Agreement or any notice or memorandum hereof shall not be recorded in any public record. A violation of this prohibition shall constitute a material breach of Buyer, entitling Seller to terminate this Agreement.

15.4. Time of the Essence. Time is of the essence of this Agreement.

15.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

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

15.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

15.8. Survival. Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer expressly set forth in this Agreement or in any agreement, document, certificate or instrument delivered at Closing shall survive the Closing and delivery of the deed and other closing documents by Seller to Buyer, and shall not be deemed to have merged therewith; provided, however, that any suit or action for breach of any of the representations or warranties set forth herein or in any agreement, document, certificate or instrument delivered at Closing must be commenced within six (6) months after the Closing or any claim based thereon shall be deemed irrevocably waived.

15.9. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may (but shall not be obligated to), at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

15.10. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the

Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

15.11. Entire Agreement; Amendments; Counterparts; Electronic Signatures. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

This Agreement may be executed in any number of counterpart copies, each of which together shall constitute a single agreement of the parties. Electronically transmitted signatures shall for all purposes be treated as originals.

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

SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: _____
Name: _____
Title: _____

BUYER:

TOWN OF WELLESLEY

By: _____
Name: _____
Title: Selectman

By: _____
Name: _____
Title: Selectman

By: _____
Name: _____
Title: Selectman

By: _____
Name: _____
Title: Selectman

By: _____
Name: _____
Title: Selectman

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

SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: _____
Name: _____
Title: _____

BUYER:

TOWN OF WELLESLEY

By: Barbara D Searle
Name: BARBARA D SEARLE
Title: Selectman

By: Terri Tsagaris
Name: Terri Tsagaris
Title: Selectman

By: Ellen F. Gibbs
Name: Ellen F. Gibbs
Title: Selectman

By: Katherine L Babson Jr
Name: Katherine L Babson Jr.
Title: Selectman

By: Jerald S McCarthy
Name: Jerald S McCarthy
Title: Selectman

List of Exhibits

Exhibit A	-	Legal Description
Exhibit B	-	Form of Deed

EXHIBIT A

Legal Description

A parcel of land situated in Wellesley, Norfolk County, on the southerly side of Worcester Street, bounded and described as follows:

NORTHERLY	by Worcester Street 656.60 feet;
EASTERLY	by other land of the grantors, formerly belonging to James Maffei 547.81 feet;
SOUTHERLY	by lands of sundry owners as indicated on the plan hereinafter referred to 523.25 feet;
WESTERLY	in part by land now or formerly of Kelsea and in part by land of owners unknown 140 feet;
SOUTHERLY	again by land of owners unknown 92.16 feet;
SOUTHWESTERLY	by land of owners unknown 91.19 feet;
WESTERLY	by Dale Street 323.31 feet and
NORTHWESTERLY	by a curved line making the junction of Dale Street and Worcester Street 31.41 feet.

Containing 348480 square feet of land more or less. Said land is shown on a plan of land in Wellesley, Mass. Dated October 16, 1946, Roland Uhlin, C.E. recorded in the Norfolk Registry of Deeds in Book 2654, Page 459.

EXHIBIT B

Form of Deed

QUITCLAIM DEED

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole, having an address of 66 Brooks Drive, Braintree, MA 02184 ("Grantor"),

for consideration of Three Million Eight Hundred Thousand and 00/100 Dollars ($3,800,000.00) paid,

grants, with Quitclaim Covenants, to

The Town of Wellesley, Massachusetts, a Massachusetts municipal corporation, having a mailing address of _____ ("Grantee"),

that certain parcel of land with improvements thereon in Wellesley, Norfolk County, Massachusetts more particularly described in Exhibit A attached hereto and made a part (the "Property").

The Property is conveyed subject to all easements, restrictions, covenants, conditions and other matters of record.

For title reference, see deed dated December 19, 1946, recorded with Norfolk Deeds Page 2654, page 459.

Use Restriction

The Property is conveyed subject to the following restrictions and agreements, which Grantee agrees to by its acceptance hereof.

Grantee covenants and agrees for itself, its successors and assigns and successors in title that it shall not use or permit the use of the Property for: (a) a church, chapel or other house of religious worship; (b) a facility at which abortions, assisted suicide or euthanasia occurs; (c) the operations of professional counseling services which advocate abortion, euthanasia or suicide; (d) the operations of any embryonic stem cell research facility or services implementing embryonic stem cell research, or (e) a school or educational facility (but not including educational uses accessory to recreational uses of the Property, or a public elementary, middle or high school operated by the Town of Wellesley under the care and custody of the Wellesley School Committee, all of which shall be permitted) (the "Use Restrictions"). The Use Restrictions shall expire upon the ninetieth (90th) year from the date of the recording of this

Deed.

Grantee, on behalf of itself, its successors and assigns and successors in title, acknowledges that the Use Restrictions are imposed for the benefit of Grantor and are of actual and substantial benefit to the Grantor.

Grantee, on behalf of itself, its successors and assigns and successors in title, waives any and all claims and defense as to the enforceability of the Use Restrictions, as they have been set forth herein, in accordance with their terms. Grantee acknowledges and agrees, on behalf of itself, its successors and assigns and successors in title that the Grantor will be entitled from time to time to record notices of extensions of the Use Restrictions as such notices and extensions are provided for in Massachusetts General Laws, Chapter 184, Sections 27 and 29. In the event of a breach of the Use Restrictions, the Building Restrictions or Redevelopment Restriction at any time during the duration of same, as set forth herein, Grantor, Grantor's successors and its successors in title may seek specific performance of the Use Restrictions or any or all of them, in a court of law having jurisdiction over the matter and obtain from Grantee, or its successors or assigns or successors in title, as the case may be, all costs and expenses, including attorney's fees, incurred in the enforcement or defense of the Use Restrictions or any or all of them, and any other damages suffered by Grantor arising or resulting from a breach of the Use Restrictions, or any or all of them.

Participation.

The Property is conveyed subject to the following agreements, which Grantee agrees to by its acceptance hereof.

Grantee agrees, on behalf of itself, its assigns, and its successors in title (each, a "Transferor"), that each time that a Transferor conveys title to all or substantially all of the Property within five (5) years of the recording of this deed to the Grantee (the "Initial Conveyance Date"), the Transferor shall pay Grantor the "Participation Percentage" (hereafter defined) of the amount by which (x) the value of the consideration received in connection with such transfer exceeds (y) 120% of the sum of (i) the consideration paid for the Property by the Transferor and (ii) all documented due diligence, development and permitting costs incurred by Transferor in developing the Property for re-use. As used herein, a conveyance shall be deemed to have occurred upon the sale or long-term lease (of 7 years or more) of all or substantially all of the Property (excluding any lease of the Property for recreational use). In the event of such a lease, the consideration received shall be deemed to be the present value, calculated at a commercially reasonable discount rate, of all rent, additional rent and other payments and consideration paid or required to be paid to the Transferor in connection with or during the term of the lease.

The "Participation Percentage" shall be 50% until the first anniversary of the Initial Conveyance Date; thereafter, 40% until the second anniversary of the Initial Conveyance Date; thereafter, 30% until the third anniversary of the Initial Conveyance Date; thereafter, 20% until the fourth anniversary of the Initial Conveyance Date; and thereafter, 10% until the fifth anniversary of the Initial Conveyance Date.

Each reference to Grantor under the Section of this Deed captioned "Use Restriction" and "Participation" shall be deemed to be a reference to Grantor, its successors and assigns.

(Remainder of Page Intentionally Left Blank; Signature Pages to Follow)

Executed as a sealed instrument as of _____, 2012.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: _____

Sean Cardinal O'Malley, O.F.M., Cap., Roman Catholic Archbishop of Boston, as he is the Roman Catholic Archbishop of Boston, a corporation sole

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, ____, before me, the undersigned notary public, personally appeared before me, proved to me through satisfactory evidence of identification based upon personal knowledge of his identity), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purposes as the Roman Catholic Archbishop of Boston, a corporation sole.

_____

Notary Public
My commission expires:

[affix seal]

EXHIBIT A

Legal Description

A parcel of land situated in Wellesley, Norfolk County, on the southerly side of Worcester Street, bounded and described as follows:

NORTHERLY	by Worcester Street 656.60 feet;
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