

**PURCHASE AND SALE AGREEMENT**  
(hereinafter referred to as the "Agreement")

This 10/14/2025 day of October 2025

1. Parties and Mailing Addresses	<p><b>YIHE Patsy's Corporation</b>, a Massachusetts corporation with a principal place of business of 122A E Foothill Boulevard, Unit 4, Arcadia, CA 91006 (hereinafter referred to as the "Seller" or "SELLER") agrees to sell and <b>The Somerville Community Corporation, Inc.</b>, a Massachusetts Nonprofit Corporation with a principal place of business of 337 Somerville Avenue, 2<sup>nd</sup> Floor, Somerville, MA 02143 (hereinafter referred to as "Buyer" or "BUYER")(SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:</p>									
2. Description	<p>Two parcels of land and the buildings and improvements thereon, known and numbered as 176 Broadway, Somerville, MA 02445 and 182 Broadway, Somerville, MA 02445 respectively, or more particularly described in the deed recorded with the Middlesex South District of the Land Court as Document No. 1666050 as noted on Certificate of Title No. 256118 and deed recorded with said District of the Land Court as Document No. 1666048 as noted on Certificate of Title No. 256117 (hereinafter referred to as the "Premises").</p>									
3. Buildings, Structures, Improvements, Fixtures	<p>Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, heating and air conditioning equipment, plumbing and bathroom fixtures, but excluding tenants' property not attached to the property.</p>									
4. Title Deed	<p>Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except</p> <ul style="list-style-type: none"> <li>(a) Provisions of existing building and zoning laws;</li> <li>(b) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;</li> <li>(c) Any liens for municipal betterments assessed after the date of this Agreement;</li> <li>(d) Easements, restriction, and reservation of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises.</li> </ul>									
5. Plans	<p>If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.</p>									
6. Registered Title	<p>In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.</p>									
7. Purchase Price	<p>The agreed to purchase price for said Premises is <b>Two Million Eight Hundred Thousand and 00/100 (\$2,800,000.00) Dollars</b>, of which</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">\$</td> <td style="width: 35%;">5,000.00</td> <td style="width: 60%;">having previously been paid to bind the "Offer to Purchase;"</td> </tr> <tr> <td>\$</td> <td>42,000.00</td> <td>having been paid as a deposit this day; and</td> </tr> <tr> <td>\$</td> <td>42,000.00</td> <td>to be paid as an additional deposit at the Financing Deadline*</td> </tr> </table>	\$	5,000.00	having previously been paid to bind the "Offer to Purchase;"	\$	42,000.00	having been paid as a deposit this day; and	\$	42,000.00	to be paid as an additional deposit at the Financing Deadline*
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	<p>\$ 2,711,000.00 to be paid at the time of the delivery and recording of the deed by wire, BUYER's attorney's conveyancing check(s), or bank check</p>
	<p>\$ 2,800,000.00 TOTAL</p>
	<ul style="list-style-type: none"> <li>• Financing Deadline shall be end of business day, 5:00 p.m. on January 9, 2026.</li> </ul>
<p>8. Time for Performance; Delivery of Deed ("Closing")</p>	<p>Such deed is to be delivered at 10:00 o'clock AM on the 9<sup>th</sup> day of February 2026 (i.e. the first business day after 30 days from the Financing Deadline), at the office of counsel for BUYER unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be extended pursuant to the terms of this Agreement). Seller need not attend the Closing, provided all Seller deliverables are provided to Buyer's counsel on or before the appointed date of performance. <b>It is agreed that time is of the essence of this Agreement.</b></p>
<p>9. Possession and Condition of Premises</p>	<p>Full possession of said Premises free of any and all tenants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they presently are, reasonable use and wear thereof excepted; and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The BUYER shall be entitled to inspect the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this Agreement.</p>
<p>10. Extension to Perfect Title or Make Premises Conform</p>	<p>If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, or to deliver possession of the Premises, all as herein stipulated, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the Closing shall be extended for a period of up to thirty (30) calendar days, as reasonably required by the SELLER to correct the defect. SELLER shall notify BUYER in writing once title has been cleared and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.</p>
<p>11. Failure to Perfect Title or Make Premises Conform, etc.</p>	<p>If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.</p>
<p>12. Buyer's Election to Accept Title</p>	<p>Notwithstanding the provisions of Paragraph Eleven (11), the BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire, vandalism, or other casualty, or in the event of a taking of all or a part of the Premises by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.</p>

13. Acceptance of Deed	The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.				
14. Use of Money to Clear Title	To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.				
15. Insurance	<p>Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="text-align: center;"><i>Type of Insurance</i></td> <td style="text-align: center;"><i>Amount of Coverage</i></td> </tr> <tr> <td style="text-align: center;">(a) Fire and Extended Coverage</td> <td style="text-align: center;">*\$ as presently insured</td> </tr> </table> <p>Risk of loss shall remain with SELLER until delivery, acceptance, and recording of the Deed.</p>	<i>Type of Insurance</i>	<i>Amount of Coverage</i>	(a) Fire and Extended Coverage	*\$ as presently insured
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16. Adjustments	Water use charges, refuse (if any), real estate taxes for the fiscal year in which the Closing takes place and any other periodic municipal charges, shall be apportioned and fuel value shall be adjusted (pursuant to written receipt and reading), as of the day of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. SELLER shall obtain and bring to the Closing a final water bill or reading for said apportionment/adjustment.				
17. Adjustment of Unassessed and Abated Taxes	If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this Paragraph shall survive delivery of the Deed hereunder.				
18. Broker's Fee	A Broker's fee for professional services in the amount of 2.5% is due from the SELLER to Steve Bremis Realty Group, the Broker herein, only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. A Co-Broker fee of 2.5% is due from SELLER to William Raveis Real Estate as the BUYER's Broker only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise.				
19. Broker(s) Warranty	The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.				
20. Deposit	<p>All deposits made hereunder shall be held by Steve Bremis Realty Group as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the Closing. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or a final order from a court with competent jurisdiction or by final decision of mutually entered-into arbitration.</p> <p>If the BUYER shall fail to fulfill the BUYER's agreements herein and fails to cure same within 10 days of delivery of written notice of such failure, and SELLER has fulfilled</p>				

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<p>21. Buyer's Default; Damages</p>	<p>SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any default by BUYER hereunder.</p>
<p>22. Broker as a Party</p>	<p>The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.</p>
<p>23. Liability of Trustee, Shareholder, Beneficiary, etc.</p>	<p>If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.</p>
<p>24. Warranties and Representations</p>	<p>The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): <b>None whatsoever. "As-is Where-is" sale.</b></p>
<p>25. Mortgage Contingency Clause</p>	<p>BUYER's obligation to purchase is conditioned upon (i) Buyer's determination that it is satisfied with the condition of the Premises on or before the Financing Deadline (as defined below) and (ii) SCC obtaining, in its sole discretion on or before January 9, 2026 (the "<b>Financing Deadline</b>") a binding commitment letter from an institutional or other lender on satisfactory terms and conditions for the purchase of the Premises. BUYER shall have an obligation to act reasonably diligently to satisfy any conditions within the BUYER's control as to such financing efforts. BUYER shall notify SELLER of the Buyer's financing status, and any updates thereto, promptly after receipt of same. If, despite reasonable efforts, BUYER has been unable to obtain such financing, or Buyer is otherwise dissatisfied with the condition of the Premises, BUYER may terminate this agreement by giving written notice that is received by 5:00 o'clock PM on January 9, 2026. In the event that due notice has been received, the obligations of the parties shall cease, and this Agreement shall be void and all monies deposited by the BUYER shall be returned. <b>Time is of the essence with respect to this agreement and financing deadline.</b></p>
<p>26. Construction of Agreement</p>	<p>This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.</p>
<p>27. Reports, Plans</p>	<p>Buyer acknowledges Seller has provided a "Phase 1" environmental report as relates to the property.</p>
<p>28. Leases and Tenancy Agreements</p>	<p>None- Premises to be delivered vacant.</p>

<p>29. Additional Provisions</p>	<p>SCC and its consultants may also enter upon the Premises, from time to time and upon reasonable notice to Seller, to examine the condition of the property site and structures. Seller agrees to make arrangements with existing occupants of the Premises (if any) to facilitate such entry from time to time.</p> <p>If at any time prior to the closing, it is discovered that Seller has failed to disclose any material property information or otherwise reasonably cooperate in the foregoing manner, Buyer may terminate this Purchase and Sale Agreement, all deposits shall be fully refunded to SCC.</p>
<p>30. Notices</p>	<p>All notices required to be given hereunder shall be in writing and deemed duly given if delivered in hand or mailed by certified mail, return receipt requested, postage prepaid, to the Parties at their address set forth in Paragraph 1 of this Agreement with a copy to:</p> <p>Seller's Attorney: John G.F. Ruggieri, Esq. Brooks &amp; DeRensis, P.C. 2 Atlantic Avenue, 6<sup>th</sup> Floor, Boston, MA 02110 Tel: (857)259-5200 Fax: (857)259-5212 Email: <a href="mailto:jruggieri@bdboston.com">jruggieri@bdboston.com</a></p> <p>Buyer's Attorney: Jacob S. Taylor, Esq. Klein Horning LLP 101 Arch Street, Suite 1101, Boston, MA 02110 Tel: (617)224-0690 Fax: Email: <a href="mailto:jtaylor@kleinhornig.com">jtaylor@kleinhornig.com</a></p>
<p>31.</p>	<p>Any notices shall be deemed given when so delivered by hand or if by mail when deposited with the United States Postal Service, or if by facsimile when faxed or if e-mail, when e-mailed, with proof of said delivery.</p> <p>SELLER and BUYER warrant to each other that no Real Estate Broker, other than the Brokers named herein, was involved in this sale and hereby indemnify each other as against any claims of any such broker(s) claiming such an arrangement including each other's attorney's fees and expenses, as a result of the breach of this warranty.</p>
<p>32.</p>	<p>Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable.</p> <p>If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission), then such party agrees to make a payment to correct the error or</p>

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33.	omission. The provisions of this clause shall survive delivery of the deed for a period of 60 days.
34.	Seller has, in connection with this agreement, signed an agent authorization for the Buyer's use with the City of Somerville for permitting and permissions with respect to the Premises. In the event this agreement is terminated for any reason, such permits and applications shall be promptly withdrawn by Buyer.

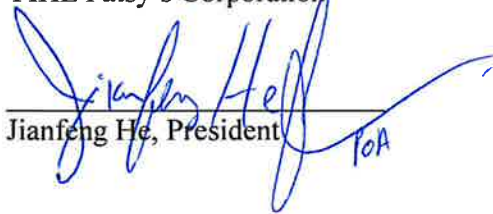
NOTICE:  
THIS IS A  
LEGAL

DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

Signed and sealed on the date first above written.

**SELLER**

YIHE Patsy's Corporation



Jianfeng He, President *POA*

**BUYER**

The Somerville Community Corporation, Inc.

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Gonzalo Puigbo, Chief Executive Officer