

COMMERCIAL REAL ESTATE PURCHASE
AND SALE AGREEMENT

AGREEMENT made this ___ day of April, 2003 by and between SPRINGFIELD LIBRARY & MUSEUMS ASSOCIATION, a Massachusetts non-profit corporation, with a usual place of business at 220 State Street, Springfield, Massachusetts 01103, hereinafter called the SELLER, who agrees to SELL, and THE URBAN LEAGUE OF SPRINGFIELD, INC., a Massachusetts non-profit corporation, with a usual place of business at 756 State Street, Springfield, Massachusetts 01109, hereinafter called the BUYER, or its nominee provided said nominee is a non-profit corporation who agrees to buy the Premises hereinafter described, upon the terms and conditions hereinafter set forth.

1. Description. The Premises are bounded and described as follows: The land and building located at 765 State Street, Springfield, Massachusetts 01109, as more particularly described in Deeds recorded in the Hampden County Registry of Deeds copies of which are attached hereto as Exhibit "A".

2. Buildings, Structures, Improvements, Fixtures

(a) Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the installed permanent fixtures belonging to the SELLER and used in connection therewith including, if any, all furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, fences, gates, trees, shrubs, plants, and, if built in, air conditioning equipment. A listing of personal property included within this sale is attached hereto as Exhibit "B".

(b) The building and equipment located therein are conveyed to the BUYER without warranty or representation of any kind and in an "as-is" condition. BUYER acknowledges that it has inspected the premises and building located thereon and agrees to accept the conveyance with full knowledge of the condition of the existing building and equipment.

(c) Also included in the sale of the Premises is all of the SELLER'S right, title and interest in and to any land lying in the bed of any existing public highway, street, road or avenue in front of or abutting or adjoining the Premises or any portion thereof and all privileges, beneficial easements and restrictions, and other rights of whatever nature, appurtenant to, in favor of or commonly enjoyed with the Premises.

3. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee provided said nominee is a Non-Profit Corporation, designated by the BUYER by written notice to the SELLER at least twenty (20) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record, insurable and marketable title thereto, free from encumbrances, except: (a) Provisions of existing building and zoning laws;

(b) Existing rights and obligations in party walls which are not the subject of written agreement;

(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

(d) Any liens for municipal betterments assessed after the date of this agreement;

(e) All utility easements of record.

4. Consideration.

(a) The agreed Purchase Price for said Premises is Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), of which Thirty Five Thousand and 00/100 Dollars (\$35,000.00) shall be paid as a deposit this day; Three Hundred Sixty Five Thousand and 00/100 Dollars (\$365,000.00) are to be paid at the time of delivery of the deed in wired funds to SELLER'S designated account, or by certified, cashier's, treasurer's or bank check; The balance of the Purchase Price is to be paid by BUYER assigning to SELLER at closing valid pledges, acceptable to SELLER, for its capital fund drive totaling not less than Two Hundred Thousand and 001100 Dollars (\$200,000.00) and not more than the balance of the purchase price with such pledges being paid over a period not to exceed twenty-four (24) months from the date of closing. Notwithstanding the assignment of pledges to SELLER, BUYER shall continue to remain liable for the balance of the Purchase Price and in the event that such Purchase Price has not been satisfied in full twenty-four (24) months from the date of closing, then BUYER shall pay the balance then due to SELLER.

(b) The balance of the Purchase Price will be secured by a Promissory Note and second mortgage on the Premises and all fixtures located thereon together with a Uniform Commercial Code financing statement. The mortgage shall be to secure BUYER'S obligation to pay the balance of the Purchase Price which mortgage shall be junior to a first mortgage not to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00). The Promissory Note shall provide for interest at six (6%) percent on the unpaid balance, payable monthly, until the Purchase Price is paid in full. The note shall further provide that as pledges are paid, they shall be paid directly to SELLER in order to reduce the outstanding balance on the Note. BUYER shall also be required to apply to the outstanding principal balance of the Note payments from any other pledges to its capital fund drive as received prior to the date that the Note has been paid.

(c) Notwithstanding the provisions of Section 4(a) and (b) BUYER shall have the option of electing to purchase the Premises for an Alternate Purchase Price of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (the "Alternate Purchase Price") payable in cash at closing. BUYER shall only be able to elect to utilize the Alternate Purchase Price by notifying SELLER at least fifteen (15) days prior to the Closing Date of its

election. In the event that BUYER does not so notify seller and a closing has occurred then all rights to utilize the Alternate Purchase Price shall become null and void and of no further force and effect.

5. Closing . The Deed is to be delivered and the consideration paid, (the "Closing") at the offices of Doherty, Wallace, Pillsbury & Murphy, P.C. on or before June 1, 2003 at 10:00 a.m. unless some other place and time should be mutually agreed upon in writing, time being of the essence.

SELLER agrees to deliver to BUYER on or prior to the Closing such affidavits, certificates, resolutions and similar documents as may be required by the title insurance company providing title insurance to the BUYER or its lender. SELLER also agrees to deliver to BUYER a Mechanic's Lien and Affidavit in form and substance reasonably satisfactory to BUYER'S title insurance company on the date of closing.

6. Possession And Condition Of Premises. (a) Full possession of said Premises, subject to the lease hereinafter described, is to be delivered at the tune of the delivery of the deed, said Premises to be then (a) in the condition that they are in at the time of the execution of this Agreement, reasonable wear and tear excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Clause 3 hereof. The BUYER shall be entitled to an inspection of said Premises three (3) days prior to the Closing of the deed in order to determine whether the condition thereof complies with the terms of this clause.

(b) Lease of Premises. A condition precedent to the closing occurring shall be that BUYER will enter into a Lease with SELLER for the archival area in the basement consisting of approximately 2,450 sq. feet (the "Archival Area") upon the following terms and conditions:

(i) Term twenty (20) years or earlier subject to earlier termination if either (A) Seller, in its sole discretion, determines it has no further use for the Archival Area, or (B) Seller discontinues or reduces to a de minimis extent its use of the Archival Area for storage purposes, as evidenced by the elimination or substantial reduction to a de minimis extent by Seller of the actual use of the Archival Area for storage purposes for a period of ninety (90) consecutive days."

(ii) Rent-One Dollar (\$1) per year;

(iii) Buyer, as Landlord, to be responsible for all repairs to the

building and equipment, provided that SELLER as Tenant, due to its negligence, has not caused the requirement for repairs;

(iv) Buyer as Landlord to maintain all-risk fire insurance on the Premises and SELLER as Tenant to maintain public liability and property damage insurance for its own property;

- (v) SELLER as Tenant's use of the Archival Area shall be for storage and archival purposes and SELLER shall conduct no other business from said premises;
- (vi) The Archival Area shall have direct access to the outside. SELLER shall have secondary access through the building in the event of an emergency;
- (vii) A notice of lease will be prepared for recording in the Hampden County Registry of Deeds.
- (viii) SELLER, as Tenant, to pay for the utility costs of the Archival Area.
- (ix) SELLER, as Tenant, shall maintain the Archival Area in a neat and clean condition throughout the term.

The Lease to contain such clauses as are normally included in commercial leases of similar nature within Western Massachusetts, which lease shall be negotiated within thirty (30) days of the date of this Agreement.

7. Extension To Perfect Title Or Make Premises Conform. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

8. (a) Failure To Perfect Title Or Make Premises Conform. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, any payments made under this agreement shall be forthwith refunded and except as set forth above, all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

(b) BUYER's Election To Accept Title. The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

9. Condemnation. (a) If any authority having the right to eminent domain shall commence negotiations with SELLER or shall commence legal action against SELLER for the damaging, taking or acquiring of all or any part of the real estate, either temporarily or permanently, in any condemnation proceeding or by exercise of the right of eminent domain, SELLER shall immediately give notice of the same to BUYER. Upon the

occurrence of any of the foregoing events, BUYER shall have the right, at its option, to terminate this Agreement by giving notice thereof to SELLER on or before the date fixed for the delivery of the deed, but in any event within thirty (30) days of the receipt of notice of such event by SELLER to BUYER, in which event BUYER shall be released of all further obligations hereunder and BUYER's deposit shall be returned. If BUYER does not so terminate this Agreement, the purchase price for the Premises shall be reduced by the total of any awards, settlement proceeds, or other proceeds received by the SELLER at or prior to the delivery of the deed with respect to any damaging, taking or acquiring and after Closing and transfer of title to BUYER, the balance of any award shall become the property of the BUYER. At the time of delivery of the deed, SELLER shall assign to BUYER all rights of SELLER in and to any awards, settlement proceeds or other proceeds payable by reason of any such damaging, taking or acquiring. The risk of condemnation or eminent domain shall be borne by the SELLER until the delivery of the deed. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, SELLER will inform BUYER of all such negotiations of which SELLER has notice and, if BUYER elects to proceed with the Closing, will permit BUYER to take part therein.

(b) This risk of loss, or damage to the Premises by fire, other casualty, prior to the Closing, is assumed by SELLER. Upon the occurrence of any insured casualty the BUYER may, within ten (10) days thereof, make the following election: (a) if such casualty is in excess of \$50,000 of value, the BUYER shall have the right to terminate this Agreement and to the return of the Deposit; (b) to accept conveyance of the Premises in their damaged condition in which event the SELLER shall assign all rights in the insurance claim including rights in any rental value insurance; or (c) if such casualty is less than \$50,000 of value, the BUYER shall accept the Premises in their damaged condition and SELLER shall assign to BUYER all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the SELLER for any partial restorations and SELLER shall credit to BUYER the amount of any deductible. Notwithstanding anything to the contrary contained in this section, in the event that damage to the Premises by fire or other casualty is of such a nature that BUYER cannot occupy the Premises while the repairs are being completed, then, at the option of BUYER, the Closing shall be postponed until repairs are completed so as to enable BUYER to occupy the Premises.

10. Acceptance Of Deed. The acceptance of a deed by the BUYER or its 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.

11. Use of Purchase Money to Clear Title. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

12. Insurance. Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
--------------------------	---------------------------

Fire and Extended Coverage	Full Replacement
----------------------------	------------------

13. Adjustments. Water Rates and Sewer use shall be apportioned.

14. Deposits. All deposits made hereunder shall be held by SELLER and shall be duly accounted for at the time for performance of this agreement.

15. Broker's Fee. SELLER represents to BUYER that it has not engaged the services of a real estate agent or broker in connection with this transaction. BUYER represents to SELLER that it has not engaged in services of a real estate agent or broker in connection with this transaction. If any other agent or broker is entitled to a commission as a result of this transaction it shall be paid by the party with whom the agent or broker dealt and the party breaching this representation shall indemnify and hold the other party harmless from any claims as a result of such breach.

16. Default. If the BUYER shall fail to fulfill the BUYER's agreement herein, all deposits made hereunder by the BUYER shall be forfeited by the BUYER and retained by the SELLER as liquidated damages and not as a penalty thereof. This shall be SELLER's sole remedy both at law and in equity. _

17. Right To Inspect. This agreement is subject to the right of the BUYER to obtain at its own expense, inspection(s) of the Premises by consultant(s) of its own choosing, granting to the BUYER such right of inspection(s) on or before a date hereinafter set forth. The BUYER and its consultant(s) shall have the right of access to the Premises at reasonable times and in the presence of the SELLER or its authorized representative upon twenty-four (24) hours advance notice, for the purpose of inspecting the condition of said Premises. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party by the BUYER at its election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER provided however, that the BUYER shall have notified the SELLER in writing together with a copy of the written report(s) stating the results of the inspection(s), on or before the expiration date hereinafter specified of its intentions to so terminate. If such written notice and report are not received on or before the expiration date hereinafter specified, the BUYER shall be bound to perform its obligations under this Agreement. It is agreed that the period granted to the BUYER for inspection(s) shall expire **thirty (30) days from the date of this Agreement.**

BUYER shall also have the right to inspect the Premises at least three (3) days prior to the Closing to confirm that the condition is in accordance with the terms of this Agreement.

(Document=X:\DOC S\21553\7Uealconun\00042634.DOC;4)

18. Hazardous Waste. The obligations of the BUYER hereunder are contingent upon its receipt of an environmental site analysis for the purposes of determining that the Premises do not have (i) any asbestos located thereon; and (ii) any hazardous wastes thereon in excess of those levels permitted by applicable Federal and state statutes; or (iii) that the Premises are not threatened by the existence of hazardous materials from off site sources. If such analysis discloses the existence of such hazardous wastes, asbestos, or off site threatening sources, the BUYER shall notify the SELLER thereof, and the SELLER may either (a) elect to terminate this Agreement; or (b) elect to remove such wastes or asbestos at SELLER's expense. The BUYER shall perform such analysis if it so desires, at its own expense **within thirty (30) days after the date of this Agreement** and furnish a copy to SELLER thereafter. BUYER shall have the right to enter on the Premises for purposes of performing such testing and making such analysis. In the event that any drilling is necessary BUYER shall obtain SELLER'S prior consent to same. If BUYER does not make any inspection or notify SELLER prior to **the thirty (30) day period** that the inspection discloses the existence of hazardous wastes, asbestos or off site threatening sources, then the operation of this clause shall thereafter become null and void except as hereinafter provided. In the event that SELLER elects to terminate the Agreement under the provisions of this section, then any funds deposited thereon by BUYER shall be refunded to BUYER. In the event the inspection discloses the existence of such wastes, or off-site threatening sources, and SELLER elects to remove the same, SELLER shall have one hundred twenty (120) days to: (i) complete such removal and to obtain the opinion of a Massachusetts Licensed Site Professional ("LSP") that a Limited Removal Action ("LRA") has successfully taken place in conformity with 310 CMR 40 et seq, or (ii) in the event an LRA is not available, report and take such action as required by law such that the LSP may issue a Response Action Outcome. In the event that SELLER elects to remove the hazardous substances, then BUYER and SELLER shall enter into a mutually acceptable Remediation Agreement, consistent with the provisions of this Section 18.

For purposes of this section, "hazardous waste" and "hazardous waste substance" shall mean any material which may be dangerous to health or to the environment, including without limitation all "hazardous materials," "hazardous substances," and "oil" as defined in any of the following statutes and their implementing regulations:

Resource Conservation and Recovery Act of 1976 42, U.S.C. Sec.901 et seq. as amended by Hazardous & Solid Waste Amendment of 1984;

(2) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986 42, Sec. 9601 et seq.

Massachusetts Hazardous Waste Management Act, M.G.I. c 21C.

(4) Massachusetts Superfund Law. M.G.L. c 211-.,.

(Document =X:\D(X'S\2 I 553\7\rcalconm\00042634.DOC;4)

- (5) Toxic Substance Control Act, 15 [U.S.C. Sec. 2601](#) et se .
- (6) Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. Sec. 136.
- (7) Massachusetts Pesticide Control Act, M.G.L. c132C.
- (8) Hazardous Materials Transportation Act, 49 U.S.C. Sub-Section 801-1802.
- (9) Federal Water Pollution Control Act, 32 [U.S. C. Sec. 1251](#) et seq.
- (10) Federal Solid Waste Disposal Act.
- (11) Federal Clean Air Act, [U.S. C. Sec. 7401](#) et seq.
- (12) Massachusetts General Law Chapter 40A (the Zoning Act).

SELLER shall provide to BUYER, concurrently with the execution hereof, copies of any inspection reports which SELLER currently has in its possession, custody or control.

follows:

19. SELLER'S Representations. SELLER represents to BUYER as

(a) To the knowledge of the SELLER there is no pending or threatened condemnation or similar proceeding affecting the Premises or any portion thereof, nor has SELLER acknowledged that any such action is presently contemplated;

(b) To the knowledge of the SELLER there are no legal actions, suits or other legal or administrative proceedings, pending or threatened, affecting the Premises, and SELLER is not aware of any facts which might result in any such action, suit or other proceedings;

(c) No commitments have been made to any governmental authority, utility company or to any other organization, group or individual relating to the Premises which would impose an obligation on the BUYER to make any contribution or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Premises;

code violations; and

(d) The SELLER has not received any notice of zoning or building

(e) The SELLER has not received any notice of cancellation of its 8

hazard or liability insurance nor any notice of increase in fire or liability rating as the result of the occupancy of the Premises by any present tenant.

(f) SELLER has no contract for services, supplies or the like relating to the ownership, operation or management of the Premises, including, but not limited to: management, rubbish and snow removal, exterminating, vending machines, employment contracts or executory agreements of any nature.

(g) SELLER represents that it has received no written notice from the Commonwealth of Massachusetts Department of Environmental Protection regarding the existence of hazardous materials on the Premises, which would result in the imposition of an environmental lien under Massachusetts General Laws, Ch. 21 E. If SELLER receives any such notice prior to closing, it shall immediately provide BUYER with a copy of such notice. If any such notice is received, BUYER shall; have the right to terminate this Agreement on account thereof, said right to be exercised within ten (10) days if the date BUYER receives copy of such notice.

20. Non-Foreign Person. The SELLER represents that the SELLER is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and at the Closing will deliver to BUYER an affidavit to that effect. SELLER also agrees to provide to BUYER information necessary for BUYER to file a form 1099B.

21. Notices. Any notices hereunder shall be given in writing

by (i) certified mail, return receipt requested; or (ii) a national overnight courier service; or (iii) facsimile transmission and sent as follows:

SELLER: SPRINGFIELD LIBRARY & MUSEUMS ASSOCIATION ATTN:
President
220 State Street Springfield,
MA 01103

with a copy to:

David A. Shrair, Esquire
Cooley, Shrair P.C. 1380 Main
Street Springfield, MA 01103

BUYER: THE URBAN LEAGUE OF SPRINGFIELD, INC. Attn:
Henry Thomas
756 State Street Springfield,
MA 01109

with a copy to:

A. Craig Brown, Esquire
Doherty, Wallace, Pillsbury & Murphy, P.C.
1 Monarch Place
Springfield, MA 01103

Any notice shall be effective upon (i) placement with a national overnight courier service; or (ii) receipt of mailing certified mail, return receipt requested; or (iii) receipt of a facsimile transmission.

22. Library Functions To Be Provided By SELLER. (a) Attached hereto as Exhibit "C" is a Library Service Proposal prepared by SELLER. SELLER shall continue to provide services under its Library Service Proposal for as long as it has the funds from the Annie G. Curran Endowment Fund and available for such purpose or until such time as either SELLER or BUYER elect to terminate such services. The parties agree to use their best faith efforts to continue such programs as will benefit the residents of the Mason Square area so as to provide branch library services to such residents.

Seller shall use its best efforts to maximize the effective utilization of funds from the Annie G. Curran Endowment Fund to provide both the services described in Seller's Library Service Proposal and such additional library services as Buyer may desire to make available to residents of the Mason Square area, consistent with the funds available from the Annie G. Curran Endowment Fund.

(b) "The Read/Write/Now Adult Literacy Program shall be permitted to remain within the Premises and Buyer shall provide appropriate space for the program, including staff office space, for a period of up to five (5) years from the Closing, with no rent or additional costs to be paid by Seller. The Buyer expressly reserves the right to relocate the Read/Write/Now Program from its current location within the Premises to a different location within the Premises. The Seller and the Buyer agree that prior to the end of the second year of the potential five (5) period of operation of the program within the Premises Seller and Buyer shall review and evaluate the effectiveness of the program and the extent to which the program is delivering adult literacy services to a sufficient number of residents of the Mason Square area. In the event that Buyer reasonably determines that the program is not providing services to a sufficient number of residents of the Mason Square area to justify the continued operation of the program within the Premises, taking into account the amount of space occupied by the program within the Premises, and in the event that Seller and Buyer are unable to reach agreement regarding appropriate initiatives to expand the effectiveness of the program and increase the number of residents of the Mason Square area that participate in the program, Buyer shall be entitled to terminate the operation of the Read/Write/Now Adult Literacy Program within the Premises effective as of the end of the second year of the proposed five (5) year term of operation of the program within the Premises. In the event that Buyer does not terminate the program as provided herein, Seller and Buyer shall undertake a similar review of the effectiveness of the program prior to the end of the third and fourth years of the proposed five (5) period of operation of the program

within the Premises and Buyer shall continue to have the right to terminate the program effective as of the end of either such year if Buyer makes the reasonable determination described herein." Notwithstanding the provisions of this paragraph, SELLER, in its sole discretion, shall have the option, upon ninety (90) days' notice to BUYER, to terminate the "Read/Write/Now Adult Literacy" program at the Premises. Upon termination of the program, it shall remove all of its personal property relating to such program.

(c) The personal property which SELLER shall be leaving on the Premises shall include ten (10) computers which shall be capable of accessing the internet provided however that BUYER shall pay all such access costs. Upon the closing occurring, BUYER shall assume all responsibility for the maintenance, replacement or repair of any such equipment.

The provisions of this Section 22 shall survive the closing.

23. Concluding Provisions.

(a) Entire Agreement. This Agreement contains the entire understanding of the parties with regard to the subject matter contained herein. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

(b) Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns.

(d) Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

(e) Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

(f) Arbitration. In the event of any dispute among any parties bound by the terms of this Agreement, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a panel of three arbitrators as then existing in Springfield, Massachusetts, and judgment upon the award rendered may be entered in any court having jurisdiction. BUYER and SELLER shall equally share the cost of the American Arbitration Association.

(g) Counterparts. This Agreement may be executed in one or more copies, each of which shall be deemed an original.

(h) Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

(i) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(j) Exhibits. All exhibits referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.

(k) Effective Date. This Agreement shall be dated and effective as of the date signed by the last party to sign.

(l) No Offer. The delivery of an unexecuted copy of this Agreement shall not be deemed an offer. No rights are to be conferred upon any party until this Agreement has been executed and delivered to each party.

(m) Genders. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.

(n) Initialing. Each page which contains a handwritten or typewritten change and each exhibit which is not attached to this Agreement shall be initialed or signed by each party.

(o) Authority. Both BUYER and SELLER represent that the persons executing this agreement on such parties behalf has the full authority to do so with such authority having been granted to such signer by its Board of Directors.

SELLER:

SPRINGFIELD LIBRARY & MUSEUMS ASSOCIATION

By: _____
Its President

BUYER:

THE URBAN LEAGUE OF SPRINGFIELD, INC.

By: _____
Its President

EXHIBIT "A"

Deeds which are to be conveyed from SELLER to BUYER. All references are to Hampden County Registry of Deeds.

1. Deed from Wesley Society of the Methodist Episcopal Church, dated August 15, 1930, recorded as document number 15423.
2. Deed from Goetting Realty Company, dated September 3, 1930, recorded in Book 1462, Page 562 (767 State Street).
3. Deed from Lewis G. Putney, dated September 24, 1929, recorded in Book 1453, Page 200.
4. Deed of Mobil Oil Corp., dated April 4, 1972, recorded in Book 3684, Page 363.
5. Deed from Wesley Society of the Methodist Church, dated November 22, 1954, recorded in Book 2356, Page 554.
6. Deed of Hampden Investment Corporation, dated June 1, 1959, recorded in Book 2679, Page 153 (36 Hawley Street).
7. Deed from John F. Quinn, dated June 1, 1959, recorded in Book 2679, Page 152 (30 Hawley Street).
8. Deed from George A. Laws and Florence A. Laws, dated February 23, 1967, recorded in Book 3243, Page 56.

EXHIBIT "B"

10 PERSONAL COMPUTERS
1 LASER PRINTER TELEPHONE EQUIPMENT
1 METAL BOOK TRUCK
1 MICROWAVE
2 CHILDREN'S STUDY TABLES
1 CHILDREN'S COMPUTER TABLE
8 CHILDREN'S STUDY CHAIRS
3 MEETING ROOM TABLES
14 PURPLE MEETING ROOM TABLES
1 ROUND STUDY TABLE
2 OAK STUDY CHAIRS
6 GREEN LOUNGE CHAIRS
2 OCCASIONAL TABLES

EXHIBIT "C"

LIBRARY SERVICE PROPOSAL

The Seller will furnish a deposit collection of library materials that will be circulated to Mason Square neighborhood residents by volunteers who are recruited and managed by the Buyer. The deposit collection will be rotated at intervals to be agreed upon by both parties and the Buyer agrees to be responsible for items that are not returned to the Seller according to the established schedule.

