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PURCHASE & SALE AGREEMENT

**[SELLER Name]
and
[BUYER Name]
or its nominee/assignee
for the premises known as and numbered
[property address]**

AGREEMENT dated as of November __, 200x by and between **[BUYER NAME]** with a notice and mailing address of **[SELLER ADDRESS]** (hereinafter referred to as ("**SELLER**")) and **[BUYER NAME, a [STATE OF INCORPORATION]** with a notice and mailing address of c/o **[BUYER ATTORNEY]**, or its nominee/designee (hereinafter referred to jointly and/or severally as "**BUYER**").

In consideration of the mutual undertakings and covenants herein contained, **SELLER** and **BUYER** hereby covenant and agree as follows:

SECTION 1. Sale of Premises and Acceptable Title

1.01 Agreement to Buy and to Sell Premises. **SELLER** shall sell to **BUYER**, and **BUYER** shall purchase from **SELLER**, at the price and upon the terms and conditions set forth in this Agreement, (a) the land with the improvements thereon, located at 1507 Lakeview Ave., Dracut, MA and more particularly described in Exhibit A attached hereto ; (b) all right, title and interest of **SELLER** in and to any alleys or strips abutting or adjoining the Land, and any easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in front of, abutting or adjoining the Land, and all right, title and interest of **SELLER** in and to any awards for damage thereto by reason of a change of grade thereof; (c) the appurtenances to the Land and the Buildings including any fixtures and equipment thereon, but excluding certain personal property as set forth on Exhibit B hereto (collectively, the "Premises").

1.02 Title. SELLER shall convey and BUYER shall accept good and clear record and marketable fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the following the matters set forth in Exhibit C attached hereto (the "Permitted Exceptions"):

SELLER

knowledge, there are no security deposits or prepaid rent in the nature of a security deposit.

4.03 Service and Management Contracts. To the best of SELLER's knowledge, there are no service, labor, maintenance, supply or management contracts ("Service Contracts") affecting the Premises which would not be immediately cancelable by BUYER.

4.04 Independent Facility. To the best of SELLER's knowledge, the Premises are an independent unit which does not now rely, and on the date of the Closing will not rely, on any facilities (other than the facilities of public utility and water companies) located on any property not included in the Premises (i) to fulfill any zoning, building code or other municipal or governmental requirement, (ii) for structural support or the furnishing to the Building of any essential building systems or utilities, including, but not limited to, electrical, plumbing, septic, mechanical and heating, ventilating and air conditioning systems, or (iii) to fulfill the requirements of any Lease. No building or other improvement not included in any part of the Premises relies on any part of the Premises to fulfill any zoning, building code or other governmental or municipal requirement or for structural support or the furnishing to such building or improvement of any building systems or utilities.

4.05 Ability to Perform. SELLER has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of SELLER enforceable in accordance with its terms.

4.06 No Pending or Threatened Litigation. SELLER knows of no pending or threatened actions or proceedings regarding condemnation of or encumbrances on (including, without limitation, any assessment payable in annual installments), the ownership, use or possession of the Premises or any part thereof. SELLER has received no notice from any governmental or quasi-governmental authority having jurisdiction over the Premises or the operation thereof asserting that the Premises or the operation thereof are in violation of any applicable legal requirement. SELLER has received no notice from any insurance company terminating or threatening to terminate any policy of hazard or public liability insurance, or increasing or threatening to increase the premiums therefor, or citing any defects or inadequacies in the Premises.

4.07 Compliance with Law. SELLER has not been made aware of any violation of any and all laws, ordinances and regulations as they pertain to the Premises.

4.08 Payment. SELLER has paid or will pay in full prior to the Closing all outstanding bills and invoices for utility charges, labor, good, materials and services of any kind relating to the Premises.

4.09 Tanks. There are underground storage tanks at or servicing the Premises.

4.10 Environmental Matters. To the best of SELLER's knowledge, Seller knows of:

(a) no pollutant, toxic substance, hazardous material, hazardous substance, hazardous waste, petroleum product or oil ("Hazardous Substance"), as such terms are defined in any federal, state or local environmental health and safety-related laws, regulations, rules, ordinances, and by-laws ("Environmental Laws"), which has been generated, manufactured, transported, treated, stored, handled, disposed, transferred, produced or processed at the Premises at any time prior to the Closing Date, except in compliance with Environmental Laws.

(b) no Hazardous Substance which is present in, on, at, or under the Premises, except in compliance with Environmental Laws.

(c) no notice of any violation, or alleged violation, of any Environmental Law.

(d) Except as set forth herein, the SELLER is in compliance with all Environmental Laws with respect to the Premises.

4.11 Representations, Warranties. etc. These representations as set forth in this Section shall merge with the deed at the Closing.

SECTION 5. Violations of Law

5.01 Responsibility for Violations. All notices of violations of laws, ordinances, regulations or insurance requirements which are noted or issued prior to the Closing Date by an governmental department, agency or bureau or any insurer having jurisdiction or which may otherwise be brought to the SELLER's attention as to conditions affecting the Premises shall be removed or complied with by the SELLER prior to the Closing Date, excepting only any such violations caused by actions of the BUYER.

SECTION 6. Insurance

6.01 Maintenance of Insurance. Until the Closing Date, SELLER shall maintain insurance on the Premises against fire and all other hazards covered by standard All-Risk coverage in an amount as presently insured. Copies of all policies evidencing such insurances have been furnished to BUYER. The risk of loss in and to the Premises shall remain vested in the SELLER until the BUYER accepts and records the deed should an insurable loss occur prior to closing.

SECTION 7. SELLER's Obligations Prior to Closing

7.01 SELLER's Representations. SELLER covenants that between the date of this Agreement and the Closing that SELLER shall not, without BUYER's prior written consent, permit occupancy of, or enter into any new lease for, space in the Building which is presently vacant or which may hereafter become vacant unless BUYER: (a) has approved such lease in writing, or (b) failed to give written notice specifying BUYER's reasons for objecting to such new lease within

fifteen business days after SELLER gives to BUYER (i) written notice of the identity of the proposed tenant, together with such financial and other information about the proposed tenant as BUYER may reasonably require, and (ii) a copy of the proposed lease.

7.02 Replacement of Personal Property. Except as identified on Exhibit B as excluded, no Personal Property included in this Agreement shall be removed from the Premises unless the same is replaced with similar items of at least equal quality prior to the Closing.

7.03 DELETED.

7.04 Access. SELLER shall allow BUYER or BUYER's representatives reasonable access to the Premises upon reasonable prior notice at reasonable times.

SECTION 8. BUYER'S Obligations Prior to Closing

8.01 BUYER's Title Search. BUYER shall conduct a title search within ten (10) days of the execution of this Agreement and shall notify SELLER of any title defect within five (5) days of the completion of such title search.

8.02 BUYER's Inspection. BUYER hereby warrants and represents that BUYER shall conduct all inspections or other due diligence necessary to take title to the Premises within ten (10) days of its execution of this Agreement, and shall notify SELLER of any defects no later than 5:00 p.m. on November 20, 2002.

SECTION 9. SELLER's Closing Obligations

9.01 At the Closing, SELLER shall deliver the following to BUYER:

(a) Deed. (i) A good and sufficient Warranty deed running to the BUYER or any nominee designated by BUYER and said deed shall convey good and clear record and marketable title thereto, free from all encumbrances except those as noted herein; and (ii) a Bill of Sale and general assignment with warranties as to title of Property, each with warranties against encumbrances, duly executed and acknowledged, assigning and conveying the Premises to BUYER, subject only to the Permitted Exceptions.

(b) Evidence of Tax Payments. Evidence reasonably satisfactory to BUYER evidencing that all real estate taxes affecting the Premises which are due and payable at or before the Closing Date have been paid.

(c) Plans, Specifications, Title Policies, Warranties and Guaranties. SELLER shall deliver all site plans, title insurance policies, surveys, soil and substrata studies, Septic Tank Plans, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans or studies of any kind that relate to the Land or the Building, with respect to the

Premises, in its possession or custody or under its control. SELLER shall also deliver (i) copies of all then effective assignable guaranties and warranties made by any person for the benefit of SELLER and in the possession or under the control of the SELLER, with respect to the Premises or any of its components, together with an instrument in form and substance reasonably satisfactory to BUYER assigning the same to BUYER and (ii) all certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction, except that photocopies may be substituted if the originals are posted at the Premises. Copies of all documents and materials referenced in this paragraph shall be furnished to BUYER upon execution hereof or within ten (10) days thereafter.

(d) Other Documents. Such other certificates, affidavits and documentation as the Title Insurer for BUYER may reasonably request.

9.02 Possession and Condition. At the time of Closing, SELLER shall deliver full possession of the Premises, free of all tenants or occupants and the Premises to be in the same condition as at present.

9.03 SELLER's Expenses. SELLER shall pay his own counsel fees and such other closing costs as are customarily paid by a seller including, without limitation, (a) his portion of the tax stamps; and (b) settlement charges arising in connection with the sale.

SECTION 10. BUYER's Closing Obligations

At the Closing and provided that each of the parties has performed all obligations pursuant to the Asset Purchase and Assignment Agreement, BUYER shall:

10.01 Payment of Purchase Price. Deliver to SELLER the Purchase Price, as adjusted for apportionments under Section 11.

10.02 Deed. Cause the deed to be recorded.

10.03 Recording. The BUYER shall record all documents necessary with the appropriate Registry of Deeds.

10.04 Other Documents. Deliver any other documents expressly required by this Agreement to be delivered by BUYER.

10.05 BUYER's Expenses. BUYER shall pay its own counsel fees, any fees and other amounts charged by BUYER except as otherwise provided in Section 13 hereof, its own title insurance premiums, surveys, its portion of the tax stamps, and such other closing costs as are customarily paid by a buyer.

SECTION 11. Apportionments and Adjustments to Purchase Price.

11.01 Apportionments. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date: real estate taxes, water charges, and sewer charges, if any, on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing on a per diem basis when the next reading is available.

SECTION 12. Failure to Perform

12.01 Defective Title or Condition. If SELLER is unable to give title or to make conveyance, but only after the BUYER has fulfilled its obligations under Section 8 hereof, or to deliver possession of the Premises, or to satisfy all of the terms and conditions precedent to closing as set forth in this Agreement, all as herein stipulated, or if on a scheduled Closing Date the Premises do not conform with the provisions hereof, BUYER may elect by written notice given to SELLER before the Closing Date either (a) to take title as provided in section 12.02; or (b) to terminate this Agreement as provided in Section 12.03.

12.02 BUYER's Election. BUYER shall have the right to elect, in its sole discretion, at the Closing Date, to accept such title as SELLER can deliver to the Premises in their then condition, and BUYER shall have the further right to elect, in its sole discretion to take title notwithstanding any fire, casualty or taking, in which event:

(a) if the Premises shall have been damaged by fire or casualty insured against, then SELLER shall pay over or credit to BUYER, at the Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for partial restoration for such further damage; and

(b) if any portion of the Premises shall have been taken by exercise of the power of eminent domain, SELLER shall pay over or assign to BUYER, at the Closing all awards recovered or recoverable on account of such taking, less any amounts reasonably expended by SELLER in obtaining such award.

12.03 SELLER's Default. If at the Closing Date SELLER fails to give title or to make conveyance, or to deliver possession of the Premises, or to satisfy all of the terms and conditions precedent to Closing as set forth in this contract, all as herein agreed, or if on such date the Premises do not conform with the provisions hereof, and BUYER does not elect to take title as provided in section 12.02, SELLER shall be in default under this Agreement and Escrowee shall return all Deposits to BUYER. This shall be BUYER's sole and exclusive remedy at law or in equity.

12.04 BUYER's Default. The parties acknowledge that in the event of BUYER's failure to fulfill its obligations hereunder it is difficult to compute exactly the damages which would accrue to

the SELLER in such event. The parties have taken these facts into account in setting the amount of SELLER's damages at the amount of all deposits paid hereunder. THIS SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND IN EQUITY.

12.05 Use of Proceeds to Clear Title. Any unpaid taxes, assessments, water charges and sewer charges, together with the interest and penalties thereon to the Closing Date, and any other liens and encumbrances which SELLER is obligated to pay and discharge, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, shall be paid out of the proceeds of the monies payable at the Closing if SELLER delivers to BUYER on the Closing Date official bills for such taxes, assessments, water charges, sewer charges, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. If the Title Insurer is willing to insure BUYER, that such charges, liens and encumbrances will not be collected out of or enforced against the Premises or the BUYER, then SELLER shall have the right in lieu of payment and discharge to deposit such funds or assurances or to pay such special or additional premiums as the Title Insurer may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Insurer has agreed so to insure shall not be considered objections to title.

SECTION 13. Financing Fees

13.01 Brokerage Fees. SELLER and BUYER each represent and warrant that it has dealt with no broker in connection with this sale. Each party agrees to hold the other harmless against any other brokerage commission claimed on account of dealings with any other party.

SECTION 14. Notices

14.01 Effective Notices. All notices under this Agreement shall be in writing and shall be delivered personally or shall be sent by prepaid, registered or certified mail, return receipt requested, addressed as set forth at the beginning of this Agreement or as SELLER or BUYER shall otherwise have given notice as herein provided. Notices shall be effective when received or refused. Copies of all such notices shall be sent to [ATTORNEY NAMES AND ADDRESS], counsel to the Seller, and [ATTORNEY NAME AND ADDRESS], counsel to the Buyer.

SECTION 15. Limitations on Survival

15.01 Representations, Warranties, etc. Except as otherwise provided, no warranties, covenants or other representations in this Agreement shall survive the Closing.

15.02 Merger. The delivery of the deed by SELLER, and the acceptance thereof by BUYER, shall be deemed the full performance and discharge of every obligation on the part of the SELLER to be performed hereunder, except as provided in Section 15.01 and except for such other obligations of SELLER which are expressly provided herein to survive the Closing.

SECTION 16. Conditions Precedent to Closing.

16.01 Specific Conditions. The conditions set forth in this section 16.01 are as follows:

The performance and payment of all obligations under this Purchase & Sale Agreement shall be conditioned upon the performance, payment and fulfillment by all parties relating to this Agreement identified hereinabove.

16.02 Consequences of Failure of Conditions to be Satisfied or Waived. In the event that any condition set forth in Section 16.01 is neither satisfied nor waived by BUYER in writing, on or before the applicable date specified in Section 16.01, the parties shall be entitled to terminate this Agreement by written notice given to the other party within seven days after such date, at which time the Deposit shall be promptly returned to BUYER and this Agreement shall be void and without recourse to either party except for provisions which are expressly stated to survive termination of this Agreement.

SECTION 17. Miscellaneous Provisions

17.01 Assignment. BUYER shall be entitled to assign this Agreement and its rights hereunder to a corporation, partnership, limited partnership or other entity controlled by BUYER. In the event of such an assignment of this Agreement, however, (a) BUYER shall not be personally released from all liability under this Agreement from and after such assignment, (b) the assignee shall assume all obligations of BUYER under this Agreement, and (c) from and after any such assignment the term "BUYER" shall be deemed to mean the assignor and the assignee under any such assignment.

17.02 Integration. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

17.03 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

17.04 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

17.05 Bind and Inure. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.06 Drafts. This Agreement shall not be binding or effective until properly executed and delivered by both SELLER and BUYER.

17.07 Number and Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

17.08 Attachments. If the provisions of any schedule or rider to this Agreement are inconsistent with the provisions of this Agreement, the provisions of such schedule or rider shall prevail and be deemed incorporated as integral parts of this Agreement.

17.09 Deposits. All deposits hereunder shall be kept in an interest-bearing escrow account by the Escrow Agent identified herein ("Escrowee"), and all interest earned thereon shall be payable to the BUYER so long as the BUYER is not in default hereunder.

17.10 Permits. Prior to the Closing, the BUYER may undertake to obtain any governmental licenses, permits and other authorizations necessary or appropriate in connection with the BUYER's future use or renovation of the Premises, and any application therefore may be made in the name of the SELLER.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SELLER:

[ENTER NAME]

By: _____
NAME AND TITLE

ESCROWEE:

[ENTER NAME]

By: _____
NAME AND TITLE

BUYER:

[ENTER NAME]

By: _____
Its: duly authorized

EXHIBIT A

Description of Premises



EXHIBIT B

Excluded Personal Property/Fixtures/Equipment

NONE

SUBMITTED

EXHIBIT C

Permitted Exceptions

SEE TITLE REPORT DELIVERED TO BUYER PREVIOUSLY

SELLER