

STANDARD FORM PURCHASE AND SALE AGREEMENT

This ___ day of June 2019.

1. PARTIES
AND MAILING
ADDRESSES

Warren E. Agin, as Trustee of the bankruptcy estate of Variety Plus Real Estate Group, LLC (the "Debtor") in Chapter 7 proceedings pending in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court") as Case No. 19-11598 (the "Chapter 7 Case"), having an address at 50 Milk Street, 16th Floor, Boston, MA 02109,

hereinafter called the SELLER, agrees to SELL, and

Paul A. Maceachern and Marlene E. Maceachern, or nominee having an address at 116 Burroughs Road, Braintree, Massachusetts 02184,

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
*(fill in and include title
reference)*

The land together with all improvements thereon (the "Premises") located at and known as 743 Hancock Street, Abington, MA 02351, more particularly described in a deed to Variety Plus Real Estate Group, LLC dated July 3, 2017, and recorded with the Plymouth County Registry of Deeds at Book 48787, Page 293.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale as a part of said premises are improvements now thereon, if any, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, refrigerator, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plans and, ONLY IF BUILT IN, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and window treatments

but excluding

4. TITLE DEED
*(fill in)
*Include here by specific
reference any
restrictions, easements,
rights and obligations not
included in (e), leases,
municipal and other
liens, other
encumbrances, and make
provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary.*

Said premises are to be conveyed by a trustee's deed running to the BUYER, or, subject to Section 42 herein, to BUYER's 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

- (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) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises

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5. PLANS

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.

6. REGISTERED
TITLE

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.