

## PURCHASE AND SALES

\_\_\_\_\_, 2012

1. PARTIES \_\_\_\_\_, herein after called the  
AND MAILING SELLERS and NSP RESIDENTIAL, LLC a Massachusetts limited liability  
ADDRESSES company, with an address of 56 Warren Street, Roxbury, MA 02119, hereinafter  
called the BUYER, hereby OFFERS TO PURCHASE the property known as:

### (Property Address)

and \_\_\_\_\_ agrees to SELL, upon the terms hereinafter set forth, the  
following described premises:

2. DESCRIPTION \_\_\_\_\_, for a more detailed  
description see \_\_\_\_\_ County Registry of Deeds, Book  
36523, Page 154.
3. BUILDINGS, Included in the sale as a part of said premises are the buildings, structures, and  
STRUCTURES, improvements now thereon and the fixtures belonging to the SELLERS and used  
IMPROVE- in connection therewith including if any, all wall-to-wall carpeting, drapery rods,  
MENTS, automatic garage door openers, venetian blinds, window shades, screens, screen  
FIXTURES doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating  
equipment, 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, plants, and including all appliances "as is, where is".
4. TITLE DEED 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 SELLERS at least seven calendar days before the deed is to be delivered as  
herein provided, and said deed shall convey 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.

5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLERS shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER a Certificate of Title of said premises, and the SELLERS shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE The agreed purchase price for said premises is Ninety Three Thousand and 00/100 Dollars (\$93,000.00)
- \$0,000.00 to be paid at the time of delivery of the Purchase and Sales Agreement, by check.
- \$\_\_\_\_,000.00 by certified, cashier's, treasurer's bank or Attorney's IOLTA check
- TOTAL \$93,000.00
8. TIME FOR PERFORMANCE DELIVERY OF DEED Such deed is to be delivered on or before three o'clock P.M. (3:00) on the 15th day of May, 2012, at the Law Office of Karen L. Kruskal unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISES Full possession of said premises free of all tenants and occupants, except as presently tenanted, and as herein provided, 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 now 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 clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If the SELLERS 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, the SELLERS 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, in which event the SELLERS 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 up to thirty days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLERS 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 the 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 shall cease and this agreement shall be void without recourse to the parties hereto.
12. 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 SELLERS can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLERS shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLERS shall, unless the SELLERS has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLERS for any partial restoration, or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonable expended by the SELLERS for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance 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 SELLERS to make conveyance as herein provided, the SELLERS 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 or as soon thereafter in accordance with local conveyancing custom.
15. INSURANCE Until the delivery of the deed, the SELLERS shall maintain insurance on said premises as follows:  
  
(Type of Insurance) (Amount of Coverage)  
  
(a) fire & extended coverage as presently insured

16. ADJUSTMENTS  
Not applicable
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES  
Not applicable
18. BROKER'S FEE (fill in fee with dollar Percentage)  
It is agreed by all parties hereto that a 6% Broker's commission for professional services, pursuant to the listing agreement, is due from the SELLER to \_\_\_\_\_, to be divided equally with NSP Residential, LLC and that such payment shall be made only after title has Passed and SELLERS has received the full Purchase Price hereunder, and not otherwise. SELLERS agrees to indemnify and hold Buyer harmless from all claims for Brokerage or commission on account of this transaction. Said commission shall be paid directly to each broker at closing.
19. BROKER(S) WARRANTIES (fill in name)  
Not applicable
20. DEPOSIT (fill in name)  
All deposits made hereunder shall be held in escrow by the listing agent, if any, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLERS and the BUYER or by order of a court of competent jurisdiction.
21. BUYER'S DEFAULT DAMAGES  
If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLERS as liquidated damages. This shall be SELLERS's sole and exclusive remedy at law or in equity.
22. RELEASE BY HUSBAND OR WIFE  
NOT APPLICABLE.
23. BROKER AS PARTY  
The Broker(s) named herein join(s) in the 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.

24. **LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY, etc.** If the SELLERS or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLERS or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS (fill in)** 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 SELLERS or the Broker(s): None.
- Furthermore, Buyer acknowledges his/her/their familiarity with the Premises and agrees that Buyer had the opportunity to have the Premises inspected (including, but not limited to, lead paint, structure, pest, radon) by inspectors of Buyer's choosing and that Buyer is purchasing the Premises in an "as is" condition, without reliance on any representation made by the SELLERS or SELLERS's and Buyer acknowledges that SELLERS has made no warranties or representations whatsoever concerning the condition of the Premises nor any other matter relating to the Premises on which Buyer has relied.
26. **MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase)** NOT APPLICABLE
27. **CONSTRUCTION OF AGREEMENT** This instrument, 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 cancelled, modified or amended only by a written instrument executed by both the SELLERS and the BUYER. If two or more persons are named herein as BUYER their 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.
28. **LEAD PAINT LAW** The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS The SELLERS shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating the said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.
30. ADDITIONAL PROVISIONS Offer to purchase subject to:
- (a) **Property to remain occupied by the current owner(s)/occupant/seller(s);**
  - (b) **Property to be sold back to the current owner(s)/occupant/seller(s);**
  - (c) **Approval from lender of first mortgage holder of record, discharge of same to be issued by mortgage holder**
  - (d) **Approval from lender of second mortgage holder of record, discharge of same to be issued by mortgage holder**
  - (e) **Release and/or satisfaction of any and all executions and liens**
  - (f) **Satisfactory inspection of property paid for by Buyer;**
  - (g) **Absence of material change to current owner(s)/occupant/seller(s) financial situation or creditworthiness prior to closing**

The initialed riders, if any, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

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SELLER:

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**BUYER: NSP RESIDENTIAL, LLC**  
By: E. Matthew Gautieri, Controller

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SELLER:

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**Rider**  
**TO PURCHASE AND SALE AGREEMENT**  
**By and between**  
**NSP RESIDENTIAL, LLC (BUYER)**  
**And**  
**(SELLERS)**

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1. Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by telecopier or facsimile machine, addressed:

In the case of the SELLERS, to:                      Jane Doe  
   333 Lake Avenue  
   Brockton, MA 02302

In the case of the BUYER, to:                      NSP Residential LLC  
   56 Warren Street  
   Roxbury, MA 02119

With a copy to Buyer's counsel:                      DHAR LAW, LLP  
   Two Atlantic Avenue, 4<sup>th</sup> Fl  
   Boston, MA 02110

By such notice, either party or such party's attorney may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

2. Any matter which is the subject of a title or practice standard of the Real Estate Bar Association (REBA), f/k/a Massachusetts Conveyancer's Association at the time of closing shall be governed by such standard to the extent applicable.

3. Buyer has fully and completely inspected the subject PREMISES and will have no further inspections, and is satisfied with the condition (structural and otherwise) thereof and is satisfied as to the working order of all mechanical, electrical, plumbing, heating and other systems and services in said PREMISES and accepts the PREMISES "AS IS"; SELLERS has made no warranties or representations with respect to said PREMISES on which the BUYER has relied (except as otherwise specifically set forth in this Agreement), and each party understands that the entire

agreement of the parties with respect to the sale of said PREMISES is fully and completely set forth in this Agreement. BUYER's agreements in this paragraph shall survive delivery of the deed.

4. SELLERS makes no representations or warranties regarding the presence or absence of lead paint applied or materials containing lead contained in any portion of the Premises. BUYER agrees that SELLERS shall have no responsibility for complying with any statutes, building codes, ordinances, bylaws, or regulations which relate to the removal of lead paint or materials containing lead, BUYER hereby assuming all such responsibility and liability.

BUYER acknowledges that (a) the Broker(s) and/or SELLERS has provided to BUYER a notice from the Massachusetts Department of Public Health setting forth BUYER's rights with respect to lead-based material in the PREMISES and the dangers of the same; (b) SELLERS has disclosed to BUYER that (i) the PREMISES may contain lead-based materials and (ii) lead-based materials are a health hazard to children under the age of 6; and (c) BUYER has had the opportunity for a period of ten (10) days prior to the signing of this agreement to have the PREMISES inspected for the presence of lead-based materials.

This paragraph shall survive delivery of the deed.

5. BUYER and SELLERS hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

6. BROKERS: BUYER and SELLERS represent to each other that neither has dealt with any Broker or other person in connection with this transaction other than any Broker(s) named herein, and agree that each will hold the other harmless and indemnify the other from any loss, costs, damages, and expenses, including reasonable attorney fees incurred by the other for a commission or finders' fee as a result of the falseness of such person's representation hereunder.

7. The agreement between the parties "Offer to Purchase Real Estate" is hereby canceled and the deposit paid by the BUYER hereunder shall be applied to and become a part of the deposit hereunder, as provided for above. All other obligations of the parties under said offer agreement shall cease and said agreement is void without recourse to the parties hereto.

8. This Agreement is subject to and contingent upon SELLERS acquiring good, clear, record and marketable title of the Premises.

9. If any provision of this Rider conflicts in whole or in part with the terms of the preprinted agreement then the provisions of this Rider shall control.

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_