

Brem\_011-07.28.2014

STANDARD FORM  
PURCHASE AND SALE AGREEMENT

This 11<sup>th</sup> day of November, 2013.

**BREM 011 07-28-2014**

1. PARTIES  
AND MAILING  
ADDRESSES  
(fill in)

Jeffrey and Lisa Brem, Husband and Wife, as Tenants in the Entirety, hereinafter the SELLER, agrees to SELL and Lifetime Green Homes, LLC, a duly organized and existing Massachusetts Limited Liability Company with an address of, 142 Littleton Road, Westford, MA 01886, 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)

A parcel of land consisting of approximately 9.84 acres improved with a four bedroom residential home built on or about 1974 and a horse barn and paddocks constructed on or about 2005 with some of the land in a wooded state, some as pasture, some as paddock, and some land for residential purposes related to the home such as a driveway, pool, shed, etc., such land further described in Attachment A, herewith and being a only a portion of the land described in a deed recorded at Middlesex North Registry of Deeds, Book 18814, Page 278 with all reservations of rights and easements by the SELLER appurtenant thereon or as may be required.

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

Included in the sale as a part of this agreement will be i) an existing 4 bedroom residential home ii) a six stall horse barn with tack and feed rooms and a full attic, an existing septic system, an existing drilled well, a swimming pool, a shed, fencing, a riding arena, and paved driveway.

4. TITLE DEED  
(fill in)  
\*Include here by  
specific reference any  
restrictions,  
easements, rights and  
obligations in party  
walls not included in  
(b), 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.  
PLANS

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 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 buildings 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 interfere with the use of said premises as a single family dwelling lots;

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.

7. PURCHASE PRICE  
(fill in); space is  
allowed to write out the  
amounts if desired

The agreed purchase price for said premises is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00), of which

\$	100.00	with the offer to purchase
\$	1,499,900.00	are to be paid at the time of delivery of the deed in cash, or by certified cashier's, treasurer's, or lender's conveyancer's client's funds check.
\$		
\$	1,500,000.00	TOTAL

With other Conditions of Sale included in Addendum 1, being a part and condition of this agreement.

8. TIME FOR  
PERFORMANCE;  
DELIVERY OF DEED  
(fill in)

Such deed is to be delivered, and the Closing hereunder shall be held at the North Middlesex Registry of Deeds, or at the attorney's office of either the Buyer or the Seller, as mutually agreed, at 10:00 AM on June 15, 2015, or within 180 days of final approval of the Comprehensive Permit for no less than 20 homes, inclusive of the existing home, or prior to this date and time with mutual consent of the Buyer and the Seller, but, in any case whatsoever, not later than December 31, 2016 without written

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extensions agreed by both parties. Time is of the essence of this Agreement.

9. POSSESSION and CONDITIONS OF PREMISES. (attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except 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 in conformity therewith (but not as so-called "validly existing non-conforming use or structure"), and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of 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 (Change period of time if desired).
- If the SELLER shall be unable to give title or make conveyance, 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, 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, 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 up to thirty (30) calendar days. Seller will not be obligated to expend more than \$2,000.00 to so clear title, which sum is exclusive of payments of Seller's mortgages and monetary liens.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of any such extended time for performance pursuant to paragraph 10 above, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, at 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 hereto 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 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 clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER 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 SELLER 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 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 reasonably expended by the SELLER for any partial restoration.
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 of interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or within a reasonable time thereafter in accordance with usual conveyancing practices in Middlesex County.
15. INSURANCE  
\*Insert amount (list additional types of insurance and amounts as agreed)
- Until the delivery of the deed, the SELLER shall maintain a minimum insurance on said premises as follows:
- | Type of Insurance     | Amount of Coverage |
|-----------------------|--------------------|
| (a) Fire              | *\$ 1,000,000      |
| (b) Extended Coverage | *\$ 1,000,000      |
- (c) all risk of loss shall remain with Seller until closing.
16. ADJUSTMENTS (list operating expenses, if any, or attach schedule)
- Taxes for the then current year, shall be apportioned, as of the day of performance of this agreement 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.

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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.
18. BROKER'S FEE  
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))  
N/A: No Broker fee. No Broker was used.
19. BROKER(S) WARRANTY  
(fill in name)  
N/A: No Broker was used.
20. DEPOSIT  
(fill in name)  
All deposits made hereunder shall be held in escrow by Seller's Counsel, Melissa Robbins, Deschenes & Farrell, 515 Groton Rd #204 Westford, MA 01886 as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. The deposits may not be released from escrow without the assent of both Buyer and Seller. The recording of the deed to the Premises shall constitute such assent. In the event of any disagreement the Escrow Agent may retain the deposits pending written instructions by both the Seller and Buyer, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, Buyer and Seller each agree to hold harmless Escrow Agent from damages, losses or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto. Buyer and Seller acknowledge that the Escrow Agent may be counsel to one of the parties and agree that Escrow Agent may continue to act as such counsel notwithstanding any dispute or litigation arising with respect to the deposits or Escrow Agent's duties.
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 SELLER as liquidated damages and this shall be the SELLER's sole and exclusive legal or equitable remedy for any default by the BUYER under this agreement. Buyer consents to such liquidated damages regardless of the ultimate selling price of the Premises to a third party.
22. RELEASE BY HUSBAND OR WIFE  
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY  
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.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.  
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.

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- 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 SELLER or the Broker(s): NONE.
- 26. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase)      The Buyer shall receive a mortgage commitment from a recognized lending institution such as a chartered bank or other approved lender no less than 30 days from the date of this agreement. If the Buyer is not able to provide the mortgage commitment at that time then this Purchase and Sale is terminated and all deposits returned to the Buyer within 10 days.
- 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 ensures 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 SELLER 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/CARBON MONOXIDE DETECTORS      Seller is responsible for compliance with all codes and regulations prior to closing.
- 30. ADDITIONAL PROVISIONS

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER ACKNOWLEDGES THAT BUYER HAS SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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

Rosa Berra      11-19-13  
SELLER:      Date

Jeffrey A. [Signature]      11-19-13  
SELLER:      Date

Jeffrey A. [Signature] manager      Date  
BUYER      Date  
LIFETIME GREEN HOMES, LLC

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## Attachment A

In Carlisle, Massachusetts, the land with the buildings and other improvements thereon, beginning at a point of the intersection of two stone walls 509.04 feet northeasterly of the intersection of the north side of Long Ridge Road and the Blood Farm Trail – Abandoned roadway,

Thence, Southeasterly along a stone wall by land now or formerly of Halchin 272.50 feet, S54° 52' 12"E,

Thence, Southeasterly along a stone wall by land now or formerly of Chick 448.58 feet S54°19'50" E, to a point on the wall,

Thence, S53°-50'-04"E along a wall 25.00 feet to a point,

Thence, S12° -22'-53"W a distance of 388.53 feet to a point at land now or formerly of Lantin

Thence, S45°-00'-00"W a distance of 63.64 feet to a point also by land of said Lantin,

Thence, S43°-42'-31"E a distance of 363.43 feet to a point,

Thence, S52°-53'-08"E a distance of 107.97 feet to a point at land now or formerly of French,

Thence along French land, S45°-01'-11"W a distance of 155.69 feet to a point,

Thence, N50°-35'-42"W a distance of 375.00 feet along the rear of three properties now or formerly of Fleming, Yu-Feng Wei and Kelly to a southeasterly point at Lot "S"

Thence, N07°-42'-44"W a distance of 375.27 feet to a point,

Thence, S86°-26'-37"W a distance of 164.18 feet to a point near the centerline of the intermittent stream,

Thence, S58°-29'-38"W a distance of 152.71 feet to a point,

Thence, S42°-39'-49"W a distance of 101.28 feet to a point,

Thence, S21°-18'-25"W a distance of 46.91 feet to a point at the northerly side of Long Ridge Road, the last five courses being along Lot "S".

Thence, northwesterly by Long Ridge Road a distance of 21.51 feet to an existing Stone Bound,

Thence, northwesterly by Long Ridge Road, N39°-10'-00"W a distance of 250.00 feet,

Thence, northeasterly by land now or formerly of Berkes N08°-15'-09"E a distance of 455.00 feet to a point,

Thence, northeasterly by said land of Berkes N01°-09'-02"E a distance of 181.00 feet to a point,

Thence, by said land of Berkes, N51°-54'-48"W a distance of 20.00 feet to a point on a stone wall on the easterly side of said Blood Farm Trail – Abandoned Roadway and 16.5 feet wide walkway easement,

Thence, northeasterly along said Blood Farm Trail – Abandoned Roadway and along said stone wall N38°-05'-12"E a distance of 50.00 feet to a point of intersection of two stone walls as the point of beginning.

Said land containing 9.84 acres ±.