

PURCHASE AND SALE AGREEMENT

This AGREEMENT made and entered into this 31 day of December 2014, by and between CENTRAL FALLS HOUSING AUTHORITY duly authorized by the laws of the State of Rhode Island with a main office located at 30 Washington Street, Central Falls, RI 02863 ("Seller") and CITY OF CENTRAL FALLS, a municipal corporation with an address of 580 Broad Street, Central Falls, RI 02863 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located in Central Falls, Rhode Island identified as lot 123 on plat card 4 and further described on Exhibit "A"; and

WHEREAS, Seller desires to sell the aforesaid real property to Purchaser and Purchaser desires to purchase the aforesaid real estate,

NOW, THEREFORE, in consideration of the premises and of the agreements and covenants herein contained, the parties hereto agree as follows:

Section 1

Property to be Sold by Seller

1.01 Subject to the terms and conditions of this Agreement, at the Closing defined in Section 5 hereof, Seller shall sell and Purchaser shall purchase all of Seller's rights, title and interest in and to that certain real estate located in the City of Central Falls, in the County of Providence and State of Rhode Island, which real estate is noted above and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all of Seller's right, title and interest in and to all improvements situated on the aforesaid real estate (the "Premises"), and all easements, rights of way, licenses, privileges, hereditaments and appurtenances if any, inuring to the benefit of the Premises.

Section 2
Purchase Price

2.01 The purchase price to be paid by Purchaser for the Premises shall be Two Hundred Thousand Dollars and 00/100 (\$200,000.00) (the "Purchase Price"), subject to the adjustments and prorations hereafter described in Section 6 of this Agreement, if any.

Section 3
Payment of Purchase Price

3.01 The Purchase Price shall be paid at the Closing as follows:

(a) The Purchase Price shall be paid to Seller in cash or by certified or bank check drawn to the order of Seller upon immediately available local funds.

3.02 Any money paid by Purchaser at the Closing on account of the Purchase Price may be used by Seller and applied to the payment, discharge or release of any encumbrance on, or outstanding interest in, the Premises, provided that all discharges and releases so procured shall be recorded within a reasonable time following the Closing Date, as hereinafter defined.

Section 4
Encumbrances

4.01 At the Closing, Seller shall convey the Premises to Purchaser by good and sufficient Quitclaim Deed (the "Deed") conveying good, record and marketable fee simple title, free and clear of all liens and encumbrances whatsoever, excepting only the following (hereinafter collectively referred to as "Permitted Encumbrances"):

(a) Real estate taxes assessed upon the Premises as of the December 31st next preceding the Closing Date, which taxes shall be adjusted as hereinafter provided;

(b) Betterment and other assessments, if any, which assessments shall be adjusted as hereinafter provided;

(c) Easements, encumbrances and restrictions of record;

(d) Provisions of existing building, zoning and historical laws; and

Section 5

Closing Date

5.01 Conveyance of the Premises and payment of the Purchase Price (the "Closing") shall be as soon as practical but no later than December 31 2014, (the "Closing Date"), said Closing to take place at 10:00 a.m. at the offices of McCorry and Gannon 727 Central Avenue, Pawtucket, RI 02861, or elsewhere as mutually agreed to by the parties hereto.

5.02 Possession of the Premises shall be delivered by Seller to Purchaser on or before the close of business on the Closing Date subject only to Permitted Encumbrances, the Premises then to be in the same condition in which it now is, reasonable wear and tear and damage by casualty excepted.

Section 6

Closing Adjustments

6.01 The following are to be apportioned at the Closing, such apportionment to be through the Closing Date:

(a) Real estate taxes assessed against the Premises as of the December 31st next preceding the Closing Date shall be apportioned on the basis of the calendar year in which the Closing is held. If the Closing Date shall occur before such taxes are fixed and ascertainable, the apportionment of such taxes at the Closing shall be upon the basis of the next prior assessment, provided, however, that an appropriate adjustment shall promptly be made when the amount of such taxes is ascertained;

(b) Any betterment or other assessments constituting a lien on the Premises which are payable over a period of more than one year shall be apportioned in such manner that Seller shall pay all installments due through the December 31st immediately preceding the Closing Date and any such installment due thereafter for the calendar year in which the Closing is held shall be apportioned in the same manner as

above provided for taxes, and Purchaser shall pay or assume the balance of all such assessments;

(c) Seller shall pay the cost of documentation tax stamps and the recording fees for any mortgage discharges, and Purchaser shall pay the costs of recording the Deed and other recordable instruments of transfer.

6.02 In the event the computation of apportionments provided for in Section 6.01 hereof results in a payment due Seller, such payment, if due at the Closing, shall be paid by an adjustment to the Purchase Price, or if payable after the Closing, shall be paid promptly when due in cash or by certified check or bank check drawn to the order of Seller upon local funds. If such computation results in payment due Purchaser, such payment, if due at the Closing, shall be credited against the Purchase Price at the Closing or if payable after the Closing shall be paid promptly when due on cash or by certified check or bank check drawn to the order of Purchaser upon local funds.

6.03 The provisions of Section 6 shall in all respects survive the Closing.

Section 7

Indemnification

(a) Purchaser hereby agrees to indemnify, protect and save Seller and Seller's respective members, managers, employees, affiliates, attorneys, agents, successors and assigns (individually and collectively, "Indemnities"), and hold Indemnitees forever harmless, from and against, and reimburse Indemnitees for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, environmental laws and costs and expenses, (including, without limitation, court costs and reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Indemnitees, or for which Indemnitees may become obligated or liable, by reason of, on account of or in connection with Purchaser's obligations with respect to the Premises and arising from and after the Closing Date.

(b) Seller hereby agrees to indemnify, protect and save Purchaser and Purchaser's respective members, managers, employees, affiliates, attorneys, agents, successors and assigns (individually and collectively, "Indemnities"), and hold

Indemnites forever harmless, from and against, and reimburse Indemnites for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, environmental laws and costs and expenses, (including, without limitation, court costs and reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Indemnites, or for which Indemnites may become obligated or liable, by reason of, on account of or in connection with Seller's obligations with respect to the Premises and arising prior to the Closing Date.

(c) The provisions of this Section shall survive the closing and the delivery of the Deed or any expiration or termination of this Agreement, for a period of one (1) year.

Section 8

Actions by Purchaser and Seller Prior to the Closing

8.01 Purchaser shall obtain at its sole expense within forty (40) days of the date hereof, a commitment for title insurance (the "Commitment") for the Premises, a copy of which shall be furnished to Seller. Purchaser shall immediately determine whether Seller has good and marketable record title in fee simple to the Premises, subject only to Permitted Encumbrances. If written objection to title is made by Purchaser within forty (40) days hereof, Seller may, but shall not be obligated to, use Seller's best efforts to seek to cure all such title defects at Seller's sole cost and expense. If Seller shall be unable to cure such defect(s) and Purchaser shall not waive such defects by the Closing Date, Purchaser may terminate this Agreement without incurring any liability whatsoever, whereupon the Deposit shall be promptly returned and this Agreement shall be null and void and of no further force and effect. In the event any lien is filed or any encumbrance or defect or cloud of title arises against the Premises from and after the date of the Commitment through the Closing, Purchaser may terminate this Agreement unless Seller shall take appropriate action to insure that no mention of such lien, encumbrance or any defect or cloud is made in the title policy to be issued to Purchaser at the Closing pursuant to the Commitment for the Premises, and if Seller so elects, the Closing Date

may be extended by Seller for up to thirty (30) days to allow for any such action by Seller.

8.02 Purchaser and Purchaser's agents or representatives shall have the right, at reasonable times and upon reasonable notice to Seller, during the forty (40) day period following the date of execution hereof (the "Inspection Period"), subject to the rights of the tenant under the existing Lease, to enter upon the Premises for the purpose of having the Premises inspected by a qualified commercial inspection, engineering and architectural firm or firms to examine the condition of the Premises, including the environmental condition of the Premises.

If prior to the expiration of the aforesaid Inspection Period, Purchaser determines at Purchaser's sole discretion in good faith based upon Purchaser's review of the records of the Premises or upon such written inspection report that the condition of the Premises is unsatisfactory or that the status of the Premises is unsatisfactory for Purchaser's intended use of the Premises, Purchaser shall have the option to terminate this Agreement by serving written notice of termination to Seller and this Agreement shall be null and void and of no further force and effect. It is understood that Seller has made no representation as to the condition or state of repair of the Premises and has made no agreement to alter, repair or improve the Premises. After the expiration of the aforesaid Inspection Period, the sole obligation of Seller shall be to deliver possession of the Premises, subject to the Tenant's rights under the Lease, to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of execution of this Agreement by Seller. In the event Purchaser does not elect to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser agrees to accept possession of the Premises on the Closing Date in "AS IS," "WHERE IS" condition, **WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY AS TO FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, PAST OR PRESENT USE, OR COMPLIANCE WITH LAW, AND INCLUDING WITHOUT LIMITATION, SUBJECT TO ALL ENVIRONMENTAL CONDITIONS AND THE EXISTENCE OF ALL HAZARDOUS SUBSTANCES IN, ON, ABOUT OR AFFECTING THE PREMISES.**

The provisions of this Section 8.02 shall survive the Closing and delivery of the Deed or any expiration or termination of this Agreement.

8.03 Seller to provide to Purchaser copies of any and all environmental site assessments in its possession that pertain to the premises within twenty (20) days from the date of this agreement.

Section 9

Representations and Warranties

9.01 Seller represents and warrants to and covenants with Purchaser as follows, such representations, warranties and agreements to be true as of the date hereof and as of the Closing Date:

(a) Seller is duly authorized to execute and deliver this Agreement and to transfer the Premises and no consents are required of other parties to effect such transfer.

9.02 Purchaser represents to and covenants with Seller as follows, such representation, warranties and agreements to be true as of the date hereof and as of the Closing Date:

(a) Purchaser is duly authorized to execute and deliver this Agreement and to accept transfer of the Premises, and no consents are required of other parties to effect such transfer:

(b) The transaction contemplated by this Agreement are not in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written, of Purchaser, except as set forth herein; and

(c) The obligations of Purchaser under this Agreement are valid obligations of Purchaser and are legally binding on Purchaser.

Section 10

Conditions Precedent to Closing

10.01 The obligations of Purchaser hereunder are subject to the fulfillment at or prior to the Closing of each of the following conditions and the transactions provided for

herein shall not be closed unless each such condition has either been met, fulfilled or waived by Purchaser:

(a) The representations and warranties of Seller contained herein shall be true and correct in all material respects as provided for herein at the time of Closing and all agreements of Seller contained herein and required to be performed at or prior to the Closing shall have been performed in all material respects as provided for herein at the time of Closing.

10.02 The obligations of Seller hereunder are subject to the fulfillment at or prior to the Closing of each of the following conditions and the transactions provided for herein shall not be closed unless each such condition has either been met, fulfilled, or waived by Seller:

(a) The representations and warranties of Purchaser contained herein shall be true and correct in all material respects as provided for herein at the time of Closing and all agreements of Purchaser contained herein and required to be performed at or prior to the Closing shall have been performed in all material respects as provided herein at the time of Closing.

Section 11

Condition of Premises Pending Closing

11.01 If, prior to the Closing Date, any part of the Premises is taken, or noticed for taking, by eminent domain, Seller shall promptly give Purchaser written notice thereof and the following provisions shall apply:

(a) In the event a material part thereof is taken or noticed for taking (i.e. a part materially detracting from the value of the Premises or materially interfering with its use or its use as intended by Purchaser) Purchaser may, by written notice to Seller cancel this Agreement without further liability hereunder.

(b) In the event of any taking other than a material taking, neither Seller nor Purchaser shall have the right to cancel this Agreement, and Seller shall at the closing (i) deliver to Purchaser the net proceeds of any award or other proceeds of such taking which may be been collected by Seller prior to the Closing, or (ii) if the award or other

proceeds have not been fully collected, deliver to Purchaser an assignment (without recourse to Seller) of Seller's right to any such award or other proceeds which may be payable as a result of any such taking.

Section 12

Notices

12.01 Any notice, request, instruction or other document to be given hereunder to any party hereto by another shall be in writing and delivered personally (with a signed acknowledgment of receipt) or sent by certified mail, postage prepaid, return receipt requested, or delivered by overnight courier (with a signed acknowledgment of receipt) as follows:

To Seller: Tina-Marie Sullivan, Executive Director
Central Falls Housing Authority
30 Washington Street
Central Falls, RI 02863

To Buyer: Mayor James A. Diossa
Central Falls City Hall
580 Broad Street
Central Falls, RI 02863

Section 13

Financing Contingency

The obligations of the Purchaser contained in this Agreement are subject to the issuance of a commitment letter or similar assurance providing a Rhode Island Recreation & Development Grant in the amount of \$100,000.00 to the Purchaser. In the event the noted grant is not awarded then the Purchaser shall have the sole and exclusive right to terminate this Agreement.

Section 14

Default or Inability to Convey

14.01 If Seller shall be unable to convey title to the Premises as provided herein or otherwise fails to perform, observe or comply with any of the covenants, agreements or obligations hereunder, Purchaser's sole remedy shall be to either (i) to accept such title as Seller is able to convey (without any claim on its part for abatement of defects or objections) or (ii) to rescind this Agreement whereupon all obligations hereunder of the parties hereto shall cease and this Agreement shall be null and void. In the event that all conditions precedent to Seller's obligation to close have been met or fulfilled by Purchaser or waived by Seller within the time periods provided herein, and at the Closing Purchaser tenders to Seller the balance of the Purchase Price (or of Seller fails to attend the Closing, Purchaser having notified Seller in writing that it is prepared to fulfill its obligations hereunder at the Closing) and Seller intentionally breaches this agreement and refuses to convey the Property as provided herein, Purchaser shall have the right to pursue any remedy available to it at law or equity.

14.02 In the event that Purchaser shall fail to perform, observe or comply with any of the covenants, agreements or obligations hereunder, Seller shall have the right to retain the Deposit, if any, such right to be without prejudice to the right of Seller to pursue any remedy, legal or equitable, which shall accrue by reason of such default.

Section 15
Documentation

15.01 In addition to the Deed, on the Closing Date Seller shall deliver or cause to be delivered to Purchaser the following items (all documents shall be duly executed and acknowledged where required):

(a) An affidavit in the form prescribed by Treasury Regulation § 1.1445-2 stating Seller's taxpayer identification number confirming that Seller is not a foreign person within the purview of 26 U.S.C. § 1445 and the regulations issued thereunder;

(b) Such resolutions, certificates of good standing, incumbency certificates and other evidence of authority with respect to Seller and each nominee of Seller acting hereunder as might be reasonably requested by Purchaser; and

(c) Such additional documents as may be provided for herein or as might be reasonably requested by Purchaser to consummate the sale of the Premises to Purchaser.

15.02 On the Closing Date, Purchaser shall deliver to Seller the following items:

(a) Such corporate resolutions, certificates of good standing, incumbency certificates and other evidence of authority with respect to Purchaser and each nominee of Purchaser acting hereunder as might be reasonably requested by Seller; and

(b) Such additional documents as may be provided for herein or as might be reasonably requested by Seller to consummate the sale of the Premises to Purchaser.

Section 16
Miscellaneous

16.01 Each party hereto shall bear its own costs in the purchase and sale of the transaction, including without limitation costs of engineering reports, surveys, title insurance, and attorney's fees, except as otherwise expressly provided herein.

16.02 If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the parties that if any such provision is held to

be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which would be legal, valid and enforceable.

16.03 The rights of Purchaser under this Agreement shall not be assigned in whole or in part without the prior written consent of Seller which may be withheld in Seller's sole and absolute discretion.

16.04 Neither this Agreement nor any of the provisions hereof shall be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought, and then only to the extent set forth in such instrument.

16.05 The delivery of the Deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing.

16.06 This Agreement shall be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall comprise one and the same original. This document shall not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof has been delivered to the other party to this Agreement.

16.07 Wherever the context of this Agreement so dictates, (i) the singular shall include the plural and the plural shall include the singular and (ii) the masculine, feminine and neuter shall be deemed to have been used interchangeably.

16.08 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. Any and all other agreements or understandings are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and have hereunto set their respective hands all as of the day and year first above written.

SELLER:

CENTRAL FALLS HOUSING AUTHORITY.

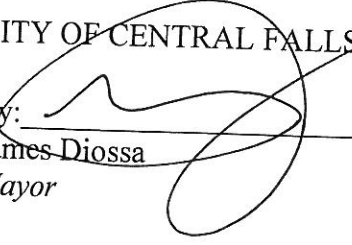
By: Tina Marie Sullivan

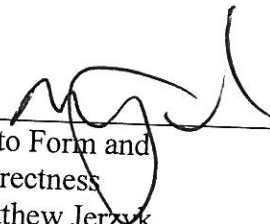
Its: Executive Director


Printed Name: Tina Marie Sullivan

PURCHASER:

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and
Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance
Officer

12/22/14