

PURCHASE AND SALE AGREEMENT

This 6th day of January 2022

1. PARTIES

Joseph Edward Gomes, Successor Trustee of the South Boulevard Realty Trust u/d/t April 17, 1990, hereinafter called the SELLER, agrees to SELL and **Michael White** of 13 Seawood Road, Wareham, MA 02571 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: 13 South Boulevard, Wareham, MA 02571.

2. DESCRIPTION

13 South Boulevard, Wareham, MA 02571
For Seller's title reference, see deed recorded with the Plymouth County Registry of Deeds in Book 9707, Page 186

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, 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, 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, and plants.

Excluding: Seller personal belongings.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Massachusetts Quitclaim Deed running to the BUYERS, or to the nominee designated by the BUYERS by written notice to the SELLERS 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) Usual public utilities servicing the premises, if any;
- (b) Provisions of existing building and zoning laws;
- (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 the Closing;
- (e) Easements, covenants, restrictions, and reservations of record provided same do not materially interfere with the use of the premises for residential purposes as one single family home or the construction of converting the premises into a multi- unit (four family) premises.

5. PLANS AND TITLE CERTIFICATION

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 TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYERS to a Certificate of Title of said premises, and the SELLERS shall deliver with said deed all instruments, if any, necessary to enable the BUYERS to obtain such Certificate of Title.

7. ADDITIONAL DOCUMENTS AT CLOSING.

The SELLERS agrees to execute and deliver simultaneously with the delivery of the Deed such certifications as may reasonably be required by the BUYER'S attorney or the BUYER'S mortgage lender including, without limitation, documents relating to the absence of tenants in the premises, the absence of mechanics or materialmen's liens, the payment of municipal liens (BUYERS shall order the MLC), the underlying financial terms of the purchase and sale, the citizenship and residency of the SELLERS, Form 1099 and the SELLER's taxpayer I.D. and forwarding address.

8. PURCHASE PRICE

The agreed purchase price for said premises is Eight Hundred Ninety Thousand and 00/100 Dollars (\$890,000.00) of which

\$ 2,500.00 has been previously paid to bind the "Offer to Purchase".

\$ 5,000.00 have been paid as a deposit together with the execution of this Agreement;

\$ 882,500.00 are to be paid at the time of delivery of the deed by attorneys' conveyancer's check or bank wire to Seller's Attorney's IOLTA account.

\$890,000.00 Total Purchase Price

9. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered on **February 28, 2022**, at 11:00 am at the office of Buyer's lender's attorney, unless another location has been agreed to in writing (hereinafter referred to as the "closing"). It is agreed that time is of the essence of this Agreement. **Neither the SELLERS, nor SELLER's agents or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original SELLERS signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney in advance of the closing.**

10. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants 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 (c) in compliance with provisions of any instrument referred to in clause 4 hereof, and (d) the Garage and Basement to be cleaned out. The BUYERS shall be entitled to an inspection of the Unit prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.

11. DEPOSITS

All deposits made hereunder shall be held in escrow by **DiVito Realty** as Escrow Agent, in a non interest bearing escrow account, 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 shall retain all deposits made under this agreement pending written instructions mutually given by the SELLERS and the BUYERS or a court of competent jurisdiction.

12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

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 BUYERS at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days, or up to the day before the BUYERS rate lock expires, whichever comes first. Nothing herein shall require the SELLERS to spend in excess of one half of one percent of the Purchase Price, exclusive of voluntary liens or encumbrances but inclusive of reasonable attorney's fees. Sellers inability to vacate shall not entitle the Seller to an extension pursuant to this Agreement.

13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLERS shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

14. BUYER'S ELECTION TO ACCEPT TITLE

The BUYERS 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, at Buyer's election, unless the SELLERS have previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYERS, 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 BUYERS a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered, recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLERS for any partial restoration or
- (c) cancel this contract and the deposit made hereunder shall be returned to the Buyer and all further obligations of the parties shall thereupon terminate..

15. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYERS or his nominee as the case may be, shall be deemed to be 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.

16. USE OF PURCHASE 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.

17. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance of said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	as presently insured

Risk of Loss remains with the Seller until the deed is recorded.

18. ADJUSTMENTS

Real estate taxes for the then current year, water charges, fuel, and all other customary adjustments 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 BUYERS at the time of delivery of the deed. If the amount of said taxes that shall be assessed for the current fiscal year 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 year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

19. BROKER'S FEE

A Broker's fee for professional services in the amount of 5 % of the sales price as per a separate agreement is due from the SELLER to **DiVito Realty**, the Listing Broker herein, to be divided equally with **RE/MAX Realty**, the Buyers Agent. The brokerage fee is not due and payable until the deed and related documents are recorded and the SELLER has received its sale proceeds.

20. BUYER'S DEFAULT; DAMAGES

If the BUYERS shall fail to fulfill the BUYER'S Agreements herein, all deposits made hereunder by the BUYERS shall be retained by the SELLERS as liquidated damages, which shall be the SELLER's sole and exclusive remedy at law and in equity.

21. WARRANTIES AND REPRESENTATIONS

The BUYERS acknowledge that the BUYERS have not been influenced to enter into this transaction nor has he relied upon any representations not set forth or incorporated in this Agreement or previously made in writing.

22. 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 BUYERS. If two or more persons are named herein as BUYERS 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.

23. REAL ESTATE TAXES:

All references to the “then current year” and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

24. TITLE STANDARD

Any matter which is the subject of a Title Standard or a Practice Standard of the Massachusetts Conveyancers’ Association at the time for delivery of the deed shall be governed by said such Standard to the extent applicable.

25. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYERS shall apply for a conventional bank or other institutional mortgage loan of up to **\$96.5% LTV** at prevailing rates, terms and conditions for a **FHA 203K Rehab Loan**. If despite the BUYER’s diligent efforts a commitment for such loan cannot be obtained on or before **February 7, 2022** the BUYERS may terminate this agreement by written notice to the SELLERS, prior to the expiration of such time, whereupon 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. Failure to notify the SELLERS and/or the SELLER’S attorney in writing prior to the above date shall constitute a waiver of the provisions of this clause. In no event will the BUYERS be deemed to have used diligent efforts to obtain such commitment unless the BUYERS submits a complete mortgage loan application conforming to the foregoing provisions within three (3) business days following execution of the Purchase and Sale Agreement.

26. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

Intentionally omitted property is vacant and down to studs

27. ADDITIONAL PROVISIONS

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

- (a) See Rider A attached hereto and incorporated herein.
- (b) Subject to satisfactory 203K HUD Consultant’s Evaluation and Scope of Work and obtain contractor quotes to meet with all the lender guidelines for approval of FHA 203K Rehab loan

- (c) Subject to the Buyer obtaining a building permit and all related approvals to be able to construct and complete 4 apartments within the existing building, at Buyer's sole cost and expense. Seller shall provide Buyer with necessary authority to obtain said Permits, should Town require. In the event permits have not been obtained on or before the closing date, the time for performance hereof shall be extended for a period of up to thirty days;

28. HOME SALE CONTINGENCY

The Buyer's obligation to purchase, pursuant to the Agreement is contingent upon Buyer accepting an offer: (a) for sale of Buyers property located at 13 Seawood Road, Wareham, MA 02571 on or before **January 31, 2022**; (b) with closing of such sale scheduled on or before **February 28, 2022**. In absence of acceptance by Buyer of conforming offer by. The date set forth in (a) above, Buyer may terminate this Purchase and Sales Agreement by Agreement shall become null and void and all funds deposited by Buyers shall be returned promptly by Seller. If notice of termination is not delivered by Buyer by the date and time set forth, Buyer shall be deemed to have waived this Home Sale Contingency. Time is of the essence.

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

South Boulevard Realty Trust

Joseph Edward Gomes dotloop verified
01/07/22 11:51 AM EST
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**SELLER – Joseph Edward Gomes
Successor Trustee**

Authentisign
Michael White 01/06/2022
1/6/2022 6:35:18 PM EST

BUYER – Michael White

RIDER A
CONCERNING THE PURCHASE AND SALE AGREEMENT FOR
13 South Boulevard, Wareham, MA 02571

1. BUYERS represents and agree that BUYERS has been provided ample opportunity to conduct any and all inspections of the Premises desired by the BUYERS, including, without limitation, mechanical, structural, utility systems, pest, termite, lead paint, asbestos, groundwater tables, radon, mold and any hazardous chemicals, materials or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement, and that BUYERS are fully satisfied with the results of same, the condition of the Premises, and accepts the Premises "AS IS" (as of the time of BUYER's inspection), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLERS or SELLER's agents regarding the Premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. Any statements which may have previously been made by the SELLERS, including without limitation in any realtor's/broker's questionnaire or so-called "SELLER's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYERS further acknowledge and agree that this provision has been specifically negotiated between SELLERS and BUYERS, that BUYERS have been represented by counsel in said negotiation, and that SELLERS would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder. The closing of this transaction and recording of the deed shall constitute an acknowledgment by the BUYER that THE PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION, AT TIME OF AND BASED ON BUYER'S OWN INSPECTION.

Subject to satisfactory 203K HUD Consultant's Evaluation and Scope of Work and obtain contractor quotes to meet with all the lender guidelines for approval of FHA 203K Rehab loan.

2. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLERS to take additional actions or further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing. Furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLERS have no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
3. **CLOSING INSTRUCTIONS:** The closing of this sale, and acceptance and recording of the deed by the BUYER shall constitute acknowledgment that the premises and systems contained therein are acceptable and the SELLER shall have no further obligation or responsibility, unless otherwise agreed upon in writing. All references to the "acceptance

of deed” found in the Purchase and Sales Agreement, are understood to mean, the acceptance and recording of the deed.

4. Paragraph 10 of the Purchase and Sale Agreement is amended by adding the following language:

However, in the event there is a mortgage or mortgages held by an institutional lender, the instruments to discharge same may be recorded after the delivery of the deed, so long as arrangements have been made for obtaining same in accordance with usual conveyancing practices.

5. The SELLERS hereby agree to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be reasonably required by the lending institution and/or title insurer which is providing the purchase money mortgage funds (if any) to the BUYERS for this transaction provided that the same are reasonably requested by such lending institution and/or title insurer.
6. Any matter relating to the performance of this Agreement which is the subject to a title, practice or ethical standard of The Real Estate Bar Association (“REBA”) shall be governed by the provisions of said standard to the extent applicable.
7. The deposits made hereunder shall be held in escrow, 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 written assent of both BUYERS and SELLERS, or pursuant to a court order. The recording of the deed to the Premises shall constitute such assent. So long as Escrow Agent serves in good faith, BUYERS and SELLERS shall agree to hold harmless the 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.
8. Any notice or other communication hereunder shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, e-mail, or by facsimile addressed as follows:

If to SELLER: Jilian A. Morton, Esq.
The Law Offices of Bello & Morton, LLC
184 Main Street
Wareham, Massachusetts 02571
Phone: (508) 295-2522
Email: jam@mortonlawllc.com

If to BUYER: Jennifer Gavaletz, Esquire
9 Main Street, Suite 3B1
Sutton, MA 01590
Phone: (508) 476-4466
Fax: (508) 476-3170

email: jen@jenglegal.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

9. **Lead Paint Law.** BUYERS and SELLERS acknowledge that (a) BUYERS have been informed by SELLERS of the provisions of the lead paint statute and regulations, (b) SELLERS has made the disclosure to BUYERS with respect to lead paint in the premises required by the Lead Paint Law, and (c) BUYERS has received the notification forms required by the Lead Paint Law. BUYERS acknowledge that SELLERS has notified BUYERS of BUYER's right to perform a lead paint inspection of the premises if BUYERS so chooses. BUYERS agrees that if the premises contain lead paint, SELLERS shall have no duty to remove same or to otherwise make the premises comply with the lead paint law, and upon closing, BUYERS shall assume all responsibility with respect to lead paint in the premises. The provisions of this paragraph shall survive the delivery of the deed.
10. **Representations Concerning Broker.** BUYERS and SELLERS represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction other than those Brokers named herein, and were not directed to the other party as a result of any services or facilities of any other real estate broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any real estate broker with whom BUYERS or SELLERS has dealt in connection with this transaction. The provisions of this paragraph shall survive the delivery of the deed.
11. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.
12. In order to facilitate the execution of documents extending the time for any performance of any event that may occur under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on his or her behalf any (a) agreements extending the time for performance of any event hereunder or (b) any notice that may be given under this Agreement.
13. If any paragraph contained in this Rider conflicts in any way with the printed form of the Purchase and Sale Agreement, then the paragraph contained in this Rider shall control.
14. **Assignment:** Except with the prior approval of SELLERS (which may be granted or withheld by SELLERS in SELLER's sole and absolute discretion), in each instance, BUYERS shall not assign its rights and obligations under this Agreement to any person or entity nor shall BUYERS record this Agreement at the Registry of Deeds or Land Court in the county where the Premises are situated. Any purported assignment or recording shall

be null and void. If BUYERS purports to assign or record this Agreement, then at SELLER's option, this Agreement shall terminate and all deposits made hereunder shall be retained by SELLERS as liquidated damages.

15. If this Agreement, or any other provisions by way of reference incorporated herein, shall contain any term or provision which shall be invalid, then the remainder of the Agreement, or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
16. Intentionally Deleted
17. BUYERS shall pay all fees associated with a title examination and title certification. SELLERS shall not be responsible to pay, without reimbursement from BUYER, any service fee charged to SELLERS by BUYER's or Mortgagee's Attorney or other agent for obtaining any mortgage discharge information or for the delivery of any required discharges, except for a discharge tracking fee which shall not exceed \$105.00.
18. Between the date of the signing of this Agreement and the Closing, Seller shall maintain and service the premises and its appurtenances at the same level of effort and expense as the Seller has maintained and serviced the premises for the Seller's own account prior to the date of this Agreement.
19. The SELLER shall leave the premises in broom clean condition, removing all of SELLERS possessions and rubbish or debris the day before closing to allow BUYER a final walk through. Premises shall be construed to mean the dwelling house, outbuilding, if any, outside grounds. 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.
20. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that:
 - (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder;
 - (ii) said deposit represents damages and not any penalty against BUYER and
 - (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.
21. The Buyer and Seller acknowledge that regulations known as the TRID (TILA-RESPA Integrated Disclosure) Rule, may impact the parties' ability to close on the time for performance; therefore, Buyer and Seller agree as follows:

In the event Buyer's mortgage lender is unable to close on the closing date due to the disclosure requirements of TRID, the closing date may be extended upon written

notice(s) from Buyer to Seller for a period not to exceed, in the aggregate, seven (7) business days, time remaining of the essence.

All utility readings (water, sewer, fuel value, etc., as applicable) shall be conducted ten (10) days prior to the specified closing date and communicated to the closing attorney no later than ten (10) days prior to the closing. The settlement statement and closing disclosure shall reflect payment and adjustments as of the reading date, with the exception of the real estate tax proration, which shall be made as of the closing date. Regular household use of water, sewer, and fuel shall be permitted without further adjustment.

22. The BUYER shall have access to the Premises upon reasonable notice (not less than twenty-four (24) hours) for inspections, appraisals and taking measurements, etc. to be exercised prior to the final walk-through, and in the presence or with permission of the SELLER’s real estate broker. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without prior written consent of the SELLER. The parties hereby agree that such access shall be at the sole risk of the BUYER. The BUYER shall indemnify and hold the SELLER harmless against any and all claims by any person arising out of such access.

South Boulevard Realty Trust

Joseph Edward Gomes
dotloop verified
01/07/22 11:51 AM EST
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**SELLER – Joseph Edward Gomes
Successor Trustee**

AuthentiSIGN
Michael White
01/06/2022

1/6/2022 6:35:30 PM EST
BUYER – Michael White

BUYERS Addendum

This Addendum modifies, amends and changes the Purchase and Sale Agreement and supersedes the same to the extent set forth herein. In the event there are any conflicts between the Purchase and Sale Agreement and this Addendum, this Addendum shall control.

1. This agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto. All prior offers and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements are null and void.
2. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
3. Notwithstanding any other provisions of this Agreement regarding the condition of said Premises, at the time of closing, the Premises shall be in broom clean condition and free of all SELLER's possessions and debris (except for those items being conveyed with the Premises as provided in this Agreement); and all areas of the Premises, including, without limitation, basement, attic, crawl spaces, under-porch/deck areas, shed(s), yards and garage shall be delivered free of all excess/unusable building materials such as lumber, insulation, and the like, paints (except matching existing colors), solvents, chemicals, debris, waste and personal property (except for those items being conveyed with the Premises as provided in this Agreement and items, such as doors, windows, hardware etc that were original to the house that are still on the Premises but no longer attached); and all systems, including but not limited to electrical, plumbing, heating, air conditioning and ventilation systems and all appliances shall be in the same working order and physical condition at closing as they were on the date of BUYER's inspection, reasonable wear and tear excepted.
4. The SELLER represents the following to the best of their actual knowledge and without independent investigation:
 - a. SELLER has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder.
 - b. SELLER has not commenced nor has SELLER received written notice of the commencement of any proceeding, which would affect the present zoning classification of the premises. SELLER will not initiate any such proceedings and will promptly notify BUYER if SELLER receives notice of any such proceeding commenced by third parties.
 - c. There is, to the best of the SELLERS knowledge and belief, no notice, suit, order,

decree, claim, writ, injunction or judgment relating to material violations of any laws ordinances, codes, regulations or other requirements with respect to the premises in, of or by any court or governmental authority having jurisdiction over the premises.

- d. There are no suits, actions or proceedings pending or threatened against SELLER materially affecting the premises or SELLERS right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.
- e. There is no pending SELLER bankruptcy, mortgage foreclosure, requirement for third party approval or other legal proceedings that would inhibit this conveyance. In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
- f. The SELLER has received no written notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the premises, and SELLER has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under construction.
- g. The SELLER has no knowledge and has received no notice of any violations of any environmental law respecting the premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the premises.
- h. The SELLER is the owner of all fixtures and personal property conveyed hereunder and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder.
- i. SELLER states that to the best of seller's knowledge, UFFI is not present in the premises.

From and after the date hereof, the SELLER shall give prompt written notice to the BUYER of any notice actually received by the SELLER, or of the occurrence of any event actually known to the SELLER, which would immediately or with notice or the passage of time, prevent the SELLER from performing the SELLER'S obligations hereunder, or constitute a breach of representation.

5. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
 - (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), septic system or fixed property and all means of access to and egress from the Premises shall be wholly within the lot lines

of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;

(b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), septic system or fixed property encroaches upon, over or under the Premises from other premises except by a validly recorded easement;

(c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut and have vehicular and pedestrian access to a public way, or private way to which there is access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) All improvements located on the premises have been constructed in accordance with any covenants or order of conditions governing same, and if required by said covenants or conditions, a recordable certificate of compliance issued by the Conservation Commission is to be delivered at closing unless previously recorded in the applicable Registry of Deeds; and

(g) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use.

6. In the event this Agreement contains any provision that the Buyer shall accept the title of the Seller subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any insofar as they may be in force and effect, which do not adversely affect the premises for use as a single family dwelling by the buyers and which are (a) acceptable to the Buyer's lender granting financing for the premises; (b) have been duly satisfied of record at or prior to the closing in the event consent(s) or approvals are needed; and (c) have been duly complied with of record (without limitation, any lot specific certificate of compliance) at or prior to the closing date herein.
7. It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.
8. If any errors or omissions are found to have occurred in any calculations or figures in the settlement statement signed by the parties (or would have been included if not for any such error or omission), then such party agrees to make such payment as may be necessary to correct the error or omission. This paragraph shall survive delivery of the deed for a period of 90 days.
9. If the Premises are affected by a lot specific Order of Conditions issued by the Conservation Commission for the Town in which the Premises is situated Seller shall provide Buyer or

Lender' s counsel with a certificate of compliance for said Order of Conditions prior to closing.

10. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement and without any deferral of maintenance or repairs, including clearing of all ice and snow from all walkways and driveways.
11. Facsimile or email signatures and copies of Purchase and Sale Agreement, amendments and extensions shall have the full force and effect of original documents.
12. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the City/Town in which the Premises is located in with said permit(s) having received final sign-off and closure by the Building Inspector of the City/Town in which the Premises is located ("Inspector") and that SELLER has no knowledge of any "open" building permits. In the event that there are any such "open" building permits, then SELLER shall obtain a final sign off by the Inspector for said "open" building permits. In the event SELLER has caused work to be done to the Premises without obtaining the requisite permits, then SELLER shall obtain a final sign off by the Inspector for said work.
13. The SELLER represents that the Premises to the best of seller's knowledge is not located in a so called 'Special Hazard Flood Zone' and has not been asked by their mortgagee to obtain flood insurance or been notified that Flood Insurance is required for their property by said mortgagee. If the Premises are located in a flood hazard zone and the BUYER's lender requires the purchase of Flood Insurance then, at the BUYER's option, 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.

Note: Due to wire fraud activity, BUYER and SELLER will never be asked to wire money to anyone in this transaction unless phone confirmation is received and/or a hard copy of all payoff information is received.

By signing below, each of the parties certifies that he or she has completely read this agreement, is fully satisfied with its terms, and has been represented by counsel of his or her choosing in the negotiation of this agreement or has intentionally waived such right of representation. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

South Boulevard Realty Trust

<i>Joseph Edward Gomes</i>	dotloop verified 01/07/22 11:51 AM EST 6L5D-91LM-3EYG-P635
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**SELLER – Joseph Edward Gomes
Successor Trustee**

<i>Michael White</i>	AuthentiSIGN 01/06/2022
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BUYER – Michael White