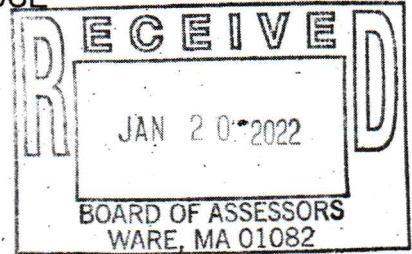


WARREN R. THOMPSON

ATTORNEY AT LAW

NOTICE OF INTENT TO SELL LAND ASSESSED FOR AGRICULTURAL USE

TO: BOARD OF SELECTMEN
PLANNING BOARD
BOARD OF ASSESSORS
CONSERVATION COMMISSION
Town Hall
126 Main Street
Ware, MA 01082



Please take notice that pursuant to Massachusetts General Laws, Chapter 61A, Section 14, your Board is provided notice that land owned by Corinne Campbell located at Campbell Road, Ware, Massachusetts. Also Refer to Assessors Parcel ID# 43-0-2 having 17.002+- acres, of which 1.5 acres is to be sold for residential use in accordance with the terms of a Purchase and Sale agreement dated August 20, 2020 entered into between Corinne Campbell, Seller and Jonathan Orzech, Buyer, for a purchase price of \$40,000.00, in accordance with the terms set forth in said agreement, a copy of which is attached hereto as Exhibit A.

Pursuant to Section 14 of said Chapter, the Town of Ware is granted a first refusal option to meet the terms of the offer to purchase said land, as set forth in the attached Purchase and Sale Agreement.

If the Town of Ware deems that it has no interest in purchasing said land, Corinne Campbell would ask that the Board of assessors promptly notify my Attorney, Warren R. Thompson 1032 Thorndike Street, Palmer, MA 01069 by written notice that said option will not be exercised. This will allow the land to be sold to the proposed buyer without further delay. Thank you for your attention to this matter.

Date: January 19, 2022

Sincerely Yours,

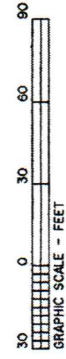

Warren R. Thompson,
Attorney for Corinne Campbell
1032 Thorndike Street
Palmer, MA 01069
413-283-2461
Ingrid@warrenthompson.com

P.B. 251 PG. 30

12/8/21



PLAN OF LAND
ON
CAMPBELL ROAD IN WARE, MA
SURVEYED FOR
CORRINE E. CAMPBELL
1" = 30'
NOVEMBER 23, 2021
R. H. LAMAITRE, PE, PLS
4 SKYVIEW DRIVE
WARE, MA 01082
413-967-7878



THIS SURVEY AND PLAN CONFORM WITH THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

- LEGEND
- IRON PIN FOUND
 - DRILL HOLE FND.
 - POINT PIN TO SET
 - POINT
 - UTILITY POLE
 - STONE WALL
 - WIRE FENCE
 - CULVERT

NOTE:
THE REMAINING LAND OF CORRINE E. CAMPBELL
CONTAINS MORE THAN SUFFICIENT FRONTAGE AND
AREA TO COMPLY WITH CURRENT ZONING IN THE
TOWN OF WARE.

SUBDIVISION APPROVAL NOT REQUIRED
TOWN OF WARE PLANNING BOARD

DATE: December 2, 2021

Robert A. Lamaitre

MASSACHUSETTS

ASSOCIATION OF REALTORS®

**STANDARD LAND
PURCHASE AND SALE AGREEMENT 1#505]**
(With Contingencies)

The parties make this Agreement this 21 day of December 2021. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. Corinne E. Campbell

[insert name], the

"SELLER," agrees to sell and Johnathan Orzech [insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of land acres, more or less, described as Parcel 1-1 Campbell Rd Ware, MA on a Plan by R. H. LeMaitre, PE, PLS titled "Plan of Land on Campbell Road in Ware, MA Surveyed for Corrine E. Campbell" dated 11/23/21 and Recorded at Plan Book 251, Page 30, a copy of which attached hereto as Exhibit A, being a portion of the land of the Seller as more specifically described in a deed recorded in the Hampshire Registry of Deeds at Book 12390, Page 172, [Certificate No. _____], a copy of which is X is 1 [choose one] attached.

3. Purchase Price. The purchase price for the Premises is \$ 40,000.00 dollars of which

\$ 500.00 were paid as a deposit with Contract To Purchase; and
\$ 7,500.00 are paid with this Agreement; and
\$ 32,000.00 are to be paid at the time for performance by Attorney IOLTA check or by wire.
\$ 40,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Real Living Realty Professionals, as Escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER for by final Judgment from a Court of competent jurisdiction.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10 o'clock am. on the 28th day of January, 2022, at the Office of Attorney for Buyer's Lender, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

MASSFORMS™

Statewide Standard Real Estate Forms

© 1999, 2000, 2002, 2012 MASSACHUSETTS ASSOCIATION OF REALTORS®

EQUAL HOUSING
OPPORTUNITY

6. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of the closing;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises _____
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) n/a _____

[Insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse, if any, hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary. All discharges for non-institutional mortgages shall be recorded at the time of the Closing.

9. Possession And Condition Of Premises. At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

10. Extension Of Time For Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage

			CFC		
---	--	--	-----	--	--

commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of One Thousand dollars and 00/100 (\$1,000.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. Acceptance Of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance and recording of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of As agreed as per MLS # 72868368 () for professional services shall be paid by the SELLER to Real Living Realty Professionals, The Deschamps Realty Team, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Kristin Doucas of Real Living Realty Professionals, [insert name] a real estate broker, is seeking a fee from Real Living Realty Professionals [name of listing broker, seller or buyer, if applicable] for services rendered as a ☐ Seller's subagent ☒ buyer's agent [choose one]. The BUYER further represents warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

3

BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials
MASSFORMS™

			CEC		
---	--	--	-----	--	--

14. Buyer's Default. If the BUYER or BUYER'S nominee breaches this Agreement and the SELLER is not in material breach of the terms of the Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole and exclusive remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. Buyer's Financing. *(Delete If Waived)* The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ 32,000.00 at prevailing rates and terms by 1/21/2122. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned forthwith and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by three (3) business days after receipt of a fully executed copy of this Agreement and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. Tests/Survey. *(Delete If Waived)* Intentionally omitted as vacant land.

17. Warranties And Representations. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent: none

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

4
 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Andrew J. Schultz, Esquire, Law Offices
of Andrew J. Schultz, P.C., 348 Park
Street, Suite 208 East, North Reading,
MA 01864, Phone: 978-664-9033, fax:
978-664-9034, email:
aschultz@schultzlawoffice.com

SELLER: Warren R. Thompson, Esquire
Law Office of Warren R. Thompson
1032 Thorndike Street
Palmer, MA 01069
Phone 413-283-2461 Fax 413-283-4554
email warren@warrenthompson.com

19. Counterparts / Electronic Delivery / Construction Of Agreement. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. Additional Provisions.

Buyer requests to add an additional .13 acres to be included to make total land amount 1.5 acres.

Contingent upon production of land survey and plot plan. Addendum A attached hereto and incorporated herein

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

<i>Jonathan Orzech</i>	<small>doctop verified 12/23/21 2:01 PM EST OWH-S2GO-SMD-PPR</small>	<i>Warren R. Thompson</i>	<i>12/23/21</i>
BUYER	Date	SELLER	Date
BUYER	Date	SELLER, or spouse	Date
BUYER	Date	SELLER, or spouse	Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

Date

<i>JO</i>	<i>CC</i>	<i>CC</i>	<i>CC</i>	<i>CC</i>	<i>CC</i>
BUYER'S Initials	BUYER'S Initials	BUYER'S Initials	SELLER'S Initials	SELLER'S Initials	SELLER'S Initials

ADDENDUM "A"

ADDENDUM TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN Corinne E. Campbell (hereinafter "SELLER/SELLERS"), AND Johnathan Orzech (hereinafter "BUYER/BUYERS"), CONCERNING Parcel 1-1 Campbell Road, Ware, Massachusetts.

1. SELLERS shall provide or execute any documents required by BUYER's lender, including without limitation: (a) affidavit of no liens or parties in possession; (b) affidavit of purchase price and terms; (c) any document required for FHLMC or FNMA approval; and (d) UFFI affidavit and suitable 1099 real estate tax form.
2. Any title matter arising under this Agreement which is the subject of the title standards of the REBA shall be governed by said title standards to the extent applicable.
3. SELLERS hereby agrees that BUYER and BUYER's representatives shall have the right of reasonable access to the premises to inspect, insurers, banks and other lending institutions, at reasonable times and in the presences of SELLERS' agent, from the date of this Agreement after twenty-four (24) hours' notice to the SELLERS, up to and including the date for delivery of the deed hereunder.
4. This Agreement supersedes any and all other agreements made prior hereto by and between the parties with respect to the transaction contemplated hereby and all of such prior agreements are hereby void and without recourse to the parties hereto. In the event of any conflict between the language of Standard Purchase and Sale Agreement and this Addendum A, the provisions of this Addendum A shall control.
5. Title. It is understood and agreed by the parties that the premises shall not be in conformity with Title provisions of this Agreement unless:
 - a. all buildings, structures, and improvements, if any, including but not limited to, any driveways, garages, septic systems and cesspools (if the premises are not serviced by municipal sewer), and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities;
 - b. no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - c. the premises shall abut a public way to which BUYER shall have both pedestrian and vehicular access, which public is duly laid out or accepted as such by the city or town in which the premises are located;

- d. all improvements located on the premises, if any, have been constructed in accordance with any covenants and Orders of Conditions governing the same, and, if required by such covenants or Orders of Conditions, a recordable certificate of compliance is delivered at the closing or has been previously recorded in the Registry of Deeds;
 - e. Title to the premises is insurable with Buyer's title insurance company at ordinary rates, for the benefit of the BUYER in a fee owner's policy in the American Land Title Association form currently in use subject only to standard exceptions and other exceptions that do not impair the market value of the premises as presently improved;
 - f. The conditions set forth in this paragraph 7(a) through (f) will be null and void upon delivery of the deed.
6. SELLERS represents to the best of their knowledge that:
- a. There are no hazardous materials or waste on any portion of the premises;
 - b. That there are no underground storage tanks;
 - c. It has received no notice of pending or threatened action from any government agency, board, or commission having jurisdiction over the premises relating to any violation of any applicable building, zoning or environmental regulation or statute, or violation of any nature.
 - d. There are no rights of possession, use or otherwise, outstanding in third persons by reason of unrecorded leases, land contracts, options of any other nature except as has been expressly disclosed to BUYER in writing.
 - e. It is not indebted to the Federal government or any other public authority for taxes, assessment or charges against the premises due or delinquent in any nature.
 - f. No action or proceeding instituted against SELLERS or any predecessor in title of SELLERS by any person or entity is presently pending in any Court.
7. SELLERS represents that the premises does not lie within a flood zone. In the event the premises is determined to be in a flood zone, BUYER shall have the option of cancelling sales contract and receive a return of all deposit monies.
8. The premises shall be delivered in broom clean condition free of all rubbish and debris.
9. Concerning any extension necessary under clause 10 of the Purchase and Sale Agreements (standard form), said extension shall be for such time as is necessary to remedy the matter or up to the thirty day period provided therein, whichever is shorter, so long as BUYER's financing is not adversely affected. The parties shall cooperate in establishing a new closing date if necessary.
10. Risk of Loss remains with SELLERS until closing.

11. For purposes of this agreement, BUYERS shall not be deemed to have received a commitment for mortgage financing if any such commitment contains conditions which are not within the BUYERS' personal control to satisfy, BUYER's lender cease to exist or BUYER loses employment. Further, BUYERS will be deemed to have exercised due diligence in applying for a mortgage if BUYER submits a complete application to one lender. Any request made in writing on Buyer's behalf for extension of the financing contingency contemplated in this paragraph shall reserve Buyer's rights to terminate this agreement and entitle Buyer to immediate return of all deposit funds. In the event that Seller fails to respond in writing to Buyer's request to extend said financing contingency, Buyer's financing contingency shall be indefinitely preserved until the Seller responds in writing.
12. Sale subject to BUYER's lender's appraisal being at or above purchase price. In the event such appraisal is not at or above the purchase price BUYER shall have the right to cancel sales contract and receive a return of all deposit monies.
13. Seller shall procure Town of Ware waiver of first right of refusal pursuant to Chapter 61A prior to closing and provide documentation regarding the same.
14. The BUYER and SELLERS acknowledge that they have been informed that the Buyer's Attorneys, Law Offices of Andrew J. Schultz, P.C., may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the BUYER in this transaction and that both BUYER and SELLERS have no objection to and consent to this dual representation of BUYER and Lender by Buyer's attorney.
15. The BUYER and SELLERS acknowledge that mortgage regulations effective **October 3, 2015**, may affect the ability to close on the date and time specified in this offer and the purchase and sale agreement to be signed hereafter. To provide for possible delays and to accommodate each other reasonably if needed, the SELLERS and BUYER agree as follows:
 - a) In the event BUYER's mortgage lender is unable to close on the closing date set forth in the executed Purchase & Sale Agreement, the closing date may be extended upon written notice from BUYER to SELLERS for a period not to exceed eight business days, time remaining of the essence. Notwithstanding specification of the extended closing date in BUYER's written notice, the BUYER retains the right to further extend the closing date by subsequent written notice, provided the extended closing date does not exceed the eighth business day following the original closing date set forth in the Purchase & Sale Agreement.
 - b) All utility readings (water, sewer, fuel value, etc., as applicable) shall be conducted 10 days prior to the specified closing date. SELLERS working together with the listing agent (if applicable) shall ensure all readings and adjusted are established on or prior to the 10th day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no

event later than the 10th day. The settlement statement 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. Notwithstanding the above, the parties may agree to estimate the fuel adjustment as of the closing date, employing any reasonable method to determine same.

16. The Buyer and Seller hereby acknowledge that the changing circumstances surrounding the ongoing global pandemic, COVID-19, may affect the ability to close on the date and time specified the purchase and sale agreement. To provide for possible delays and to accommodate each other reasonably if needed, the Seller and Buyer agree as follows:

- a) In the event that Buyer's mortgage lender is unable to close on the closing date set forth in the Purchase & Sale Agreement, for reasons based directly upon the COVID-19 pandemic, the closing date may be extended upon written notice from Buyer to Seller for a period not to exceed thirty (30) calendar days, time remaining of the essence. The parties agree that the extension shall be for as short a period of time as possible to accommodate the lender and the Seller shall not be responsible for any rate lock extension fees. In the event that the lender cannot close for said reasons prior to the rate lock or commitment expiration, then the Buyer shall be entitled to terminate the transaction and shall be entitled to an immediate refund of all deposits.
- b) In the event that either party shall be unable to meet the closing deadline for reasons directly related to the COVID-19 pandemic, then the affected party shall immediately notify the other party in writing and said closing shall be delayed for as short a period of time as is necessary to effectuate said closing. In the event that the extension would result in a delay to the closing in excess of thirty (30) calendar days from the originally scheduled closing date, then the unaffected party may choose to extend beyond said thirty (30) days or may terminate the agreement.

Jonathan Orzech dotloog verified
12/22/21 2:21 PM EST
51J-SKOC-VDBM-4QUY

BUYER: Johnathan Orzech date

Corinne E. Campbell 12/23/21

SELLER: Corinne E. Campbell date