

RE/MAX Leading Edge Rider to Contract to Purchase - (Listing)

Address 77 Upham Street, Unit 1 Melrose, 02176

This document expressly stipulates that both parties' attorneys will have an opportunity to review all items addressed in this rider to reach a mutually agreeable purchase and sale agreement. Until the expiration of this agreement, the parties will each make a good faith effort to achieve a mutually acceptable Purchase and Sale Agreement. Meanwhile, the seller will not accept another offer during the pendency of the Contract to Purchase. It is RE/MAX Leading Edge's policy not to release the executed Contract to Purchase if listing agent is not in possession of good faith deposit, fully executed lead paint disclosure (if built before 1978), fully executed Seller's Description of Property (if provided by listing agent), agency disclosure and satisfactory bank letter or verification of funds, if cash.

This RE/MAX Leading Edge Rider to Contract to Purchase and Purchase & Sale Agreement shall form part of the Contract, and shall also form part of the Purchase and Sale Agreement referred to herein. Time is of the essence.

• Check One:

The following shall be deemed added to the end of the paragraph contained in the Contract to Purchase regarding financing: The buyer acknowledges and agrees that Buyer's obligation to purchase the premises is not, in any way, contingent upon the sale of any of Buyer's assets. In the event that Buyer receives a mortgage commitment conditioned upon the sale of any of Buyer's assets or is denied financing because of Buyer's inability or failure to sell any assets, it is agreed that such conditional commitment or denial of financing, shall not, in any way, be deemed just cause for termination of this Contract and/or any subsequent Purchase and Sale Agreement and shall not entitle Buyer to a return of Buyer's deposit.

OR

This offer is contingent on the sale of Buyer's assets (Real Property or other)

- The Buyer is urged to conduct independent investigations through his/her attorney, through town officials, such as tax assessors, zoning and building departments, and the Board of Health or through a home inspector, etc. to verify any such information, including but not limited to the age of the home or its components, square footage and borders of the house lot; square footage of the home, zoning type; condition and age of mechanical and electrical systems, annual taxes, condition of home, idiosyncrasies of the neighborhood abutting the home; past and present structural problems of the home including problems with the roof or basement; the title to the property, etc. Buyer understands that information provided by Broker is based on information supplied by others and Brokers do not have personal knowledge of the matters relayed.

Parties agree to the following:

- The purchase and sale agreement will stipulate how oil will be adjusted by the parties, either by buyer reimbursing seller for remaining oil or seller gifting it to buyer at closing.
- BUYER agrees to obtain and provide SELLER the name of the attorney for BUYER's mortgage lender ("Lender's Attorney") as soon as practicable after BUYER receives this information from the Lender, but in any event no less than fifteen business days prior to the scheduled date of closing.
- All parties agree to deliver all requested information to lender no later than 10 business days prior to scheduled closing, unless another date will comply with lending and closing attorney policies which will be noted in the P&S. (Utilities such as final *municipal* water, sewer, electrical and gas; rents, security deposit, 6D last month's rent; commission statement etc, if applicable).
- If applicable, the condo or HOA fee is \$175.00 per month and/or \$ per year.
- Seller shall be responsible for any and all required fees due to the management company in order to provide condominium documentation (condo questionnaires, etc) required by the Buyer's Lender.
- Any modifications or amendments to the Purchase and Sale will be immediately disclosed/forwarded to the lender to determine if the loan must be re-disclosed if necessary.
- If applicable, a portion of the Buyer's Agent fee is being paid directly to the Buyer's Agent's Firm by the Buyer at closing in the amount of \$.

- The subject premises is or may be classified as one of the following: new construction, condo conversion, remodel, etc, and as such a final appraisal and/or inspection (buyer's expense) may be required by the lender.
- No claim, counterclaim or cause of action for any loss or damage **resulting from an extension required by Buyer's Lender** pursuant to TRID regulations, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this Rider.

The firms involved are:

Seller:

RE/MAX Leading Edge, 2 Mount Vernon Street, Winchester, 01890, MA License # 9499

Agent Name: Kim Izzi Agent email Kimizzi@leadingedgeagents.com

Agent phone number: 781-729-5505 Agent RE License # 9534736

Buyer:

Real Estate Firm _____ Address _____ License # _____

Agent Name _____ Agent email _____

Agent phone number _____ Agent License # _____

(To Be Used When RE/MAX Leading Edge Represents Both Seller & Buyer in the Transaction)

NOTICE OF AGENCY – check one

DESIGNATED AGENCY: Broker previously gave notice of the potential for a designated agency relationship with both Buyer and Seller in connection with your real estate transaction. It was disclosed that a designated agent is a licensee who has been appointed by a Broker or salesman to represent a Buyer or Seller and, with consent of that client, another licensee associated with the same broker is authorized to represent the other party in the same transaction. That disclosure was contained in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). Broker now gives notice that a designated agency has occurred and that licensees affiliated with Broker represent both Buyer and Seller in connection with the above named property.

DUAL AGENCY: Broker previously gave notice of the potential for a dual agency relationship to occur in connection with your real estate transaction. That disclosure was contained either in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). You previously gave your consent to that relationship. Broker now gives notice that a dual agency has occurred and that Broker and affiliated licensees represent both Buyer and Seller in connection with the above named property. A dual agent is authorized to assist the Buyer and Seller in a transaction, but shall be neutral with regard to any conflicting interest of the Buyer and Seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds.

Signature (Seller's Agent) _____ Print Name _____ Date _____

Signature (Buyer's Agent) _____ Print Name _____ Date _____

Buyer _____ Date _____

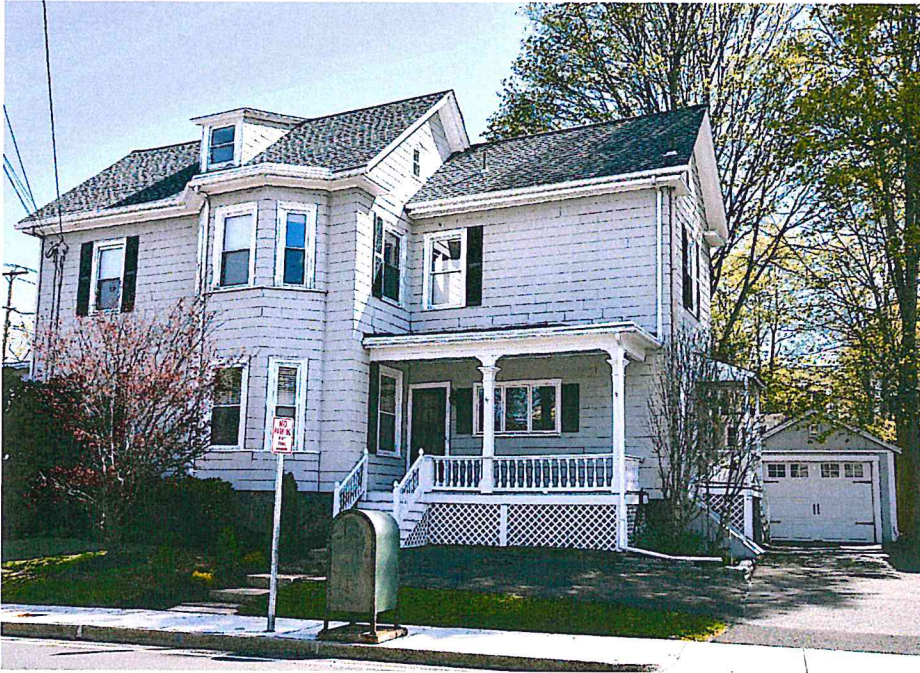
Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

77 UPHAM STREET #1 MELROSE | 02176

RE/MAX®
LEADING EDGE



LIST PRICE \$315,000

Gorgeous detail, soaring ceilings, beautifully appointed one bedroom condo sited a short jaunt to thriving downtown Melrose. Three fireplaces grace this home - two are decorative and boast the original marble, while the wood burning fireplace with wood mantle and beveled glass centers the den/office. Gracious scale in the living room and dining room, featuring detailed moldings, hardwood floors, pocket door and large windows bathing each room in natural light. The kitchen, a perfect place to prep for a party or enjoy catching up with guests at the dining peninsula, has ample storage, stainless appliances, granite counters, pendant & recessed lighting. The master bedroom hosts an international full bath and bay window. Enjoy your morning coffee on the patio (common area) or your private BBQ deck. One-car garage, three-car parking and private basement storage. Steps to restaurants, boutiques, nearby train to Boston, bus to Oak Grove, the Fells & more.

KIM IZZI

AGENT EXPERTISE TEAM
617.763.4034

KimIzzi@LeadingEdgeAgents.com
AgentExpertise.com

RE/MAX LEADING EDGE
536 MAIN STREET, MELROSE | 781.979.0100



77 UPHAM STREET, UNIT 1 | MELROSE

77 UPHAM STREET CONDOMINIUM TRUST

Condo Fee: \$175 monthly

Condo Fee Includes:

- Master Insurance
- Water/Sewer
- Exterior Maintenance
- Landscaping

| | | | |
|----------------|-------|-----|------|
| Living Room | 13x12 | 1st | HWF |
| Dining Room | 15x12 | 1st | HWF |
| Den/Office | 11x10 | 1st | HWF |
| Kitchen | 11x10 | 1st | HWF |
| Master Bedroom | 13x14 | 1st | HWF |
| Bathroom | Full | 1st | Tile |
| Bathroom | Full* | 1st | Tile |

| | | |
|----------------|----------------|--|
| Style | Condo-Garden | |
| Year Built | 1900 | |
| Year Converted | 2004 | |
| Rooms | 5 | |
| Bedrooms | 1 | |
| Bathrooms | 2 Full | |
| Living Area | 1,098 SQ/FT*** | |

| | |
|--------------------|---------------|
| Range | Electric |
| Dishwasher | Yes |
| Disposal | Yes |
| Laundry Connection | LL (Electric) |
| Microwave | Yes |

| | | |
|-------------|-----------------|------|
| A/C | No | |
| Heat | Gas/Steam | 2005 |
| Hot Water | Gas | 2009 |
| Sump Pump | Yes | |
| New WM | Yes | |
| Insulation | Unknown | |
| Electric | Circuit Breaker | |
| Fenced Yard | Yes | |
| Sewer/Water | MWRA | |
| School | Apply | |

| | |
|----------------|-------------|
| Assessed Value | \$302,900 |
| Annual Tax | \$3,734.76 |
| Monthly Tax | \$311.23 |
| Book/Page | 63525 516 |
| Deed Date | 4/15/2014 |

| | | |
|------------|---------------------|------|
| Color | Gray | |
| Exterior | Asbestos | |
| Roof | Aphalt | 2013 |
| Foundation | Fieldstone | |
| Fireplace | 2 Dec/1 Wood | |
| Lined? | No | |
| Porch | Side, Back | |
| Parking | 3C pkg + 1 C Garage | |

| | |
|---------------------|----------------------|
| Total Units | 2 |
| Owner Occupied | 2 |
| Condo % Interest | 39% |
| Storage | LL |
| Pet Policy | Yes w/restrictions** |
| Condo Questionnaire | Requested |
| Special Assessments | No |
| Management Co. | Owner Association |

Exclusions: See Inclusion/Exclusion Sheet. **Disclosures:** *Bathroom: This is an international style bathroom that is recognized by the City as a full bathroom. **Pet Policy: No more than two ordinary domestic pets. ***Additional 271 SQ/FT in LL deeded to the unit. If the unit is developer-held, Buyer agrees to place 2 months of condo fees into the association account at closing and also reimburse the developer for prepaid Master Insurance. We ask that anyone who wants to make an offer read our letter on offers and home inspections (see attached). This home, like all of our properties, is being sold "as is". Buyers need to understand that a home inspection is not done so that buyers can ask sellers to compensate them for the perfect house, but to ensure that buyers know what problems they should expect to address during their ownership; make offers accordingly. We mean it and will negotiate for radon & active termites ONLY. Some lenders & pre-approvals are problematic; please contact us for reliable lenders. When making offers please attach RE/MAX Leading Edge Rider which states that only a mutually agreeable purchase and sale will act as a binding agreement and purchase is not contingent on the sale of any assets.

BUYER'S INITIALS

RE/MAX LEADING EDGE



Inclusion/Exclusion Sheet for: 77 Upham Street Unit 1 Melrose 02176

| ITEM | INCLUDED | EXCLUDED | N/A |
|------------------------------|--------------------|----------|-----|
| REFRIGERATOR | Y | | |
| RANGE (STOVE) | Y | | |
| MICROWAVE | Y | | |
| DISHWASHER | Y | | |
| COMPACTOR | Y | | |
| A/C (PORTABLE/WNDW) | | | Y |
| WASHER | | Y | |
| DRYER | | Y | |
| DINING RM LIGHT | Y | | |
| OTHER LIGHT FIXTURES | Y | | |
| DRAPES | Y | | |
| WNDW TREATMENTS | Y | | |
| CURTAINS | All except bedroom | | |
| FIREPLACE SCREEN & EQUIPMENT | Y | | |
| SWINGSET | | | Y |
| SHED | | | Y |
| PLAY STRUCTURE | | | Y |
| PLANTS/WINDOW BOXES | | | Y |
| STEREO SPEAKERS | | | Y |
| C/VAC ATTACHMENTS | | | Y |
| POOL EQUIPMENT | | | Y |
| TV & MOUNTS | | | Y |
| OTHER | | | |
| OTHER | | | |
| OTHER | | | |

| | | |
|--------|-----------------------|--|
| SELLER | <i>Elsie Williams</i> | dotloop verified 04/27/16 3:21AM EDT RYJV-850X-QDAH-DTUX |
| SELLER | <i>Zane Williams</i> | dotloop verified 04/26/16 10:11PM EDT |
| BUYER | | |
| BUYER | | |

Note: Real Estate law stipulates that anything that is attached to the house must remain with the property unless excluded. E.g. Only window treatments that are permanently attached would stay if not excluded. Only the window treatment hardware that is attached would be expected to stay unless otherwise negotiated. Note refrigerators with ice-makers are plumbed into house and will require disconnection to be moved but can be excluded.

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Initial inspection done 8/13/1999; Re-inspected 4/8/2016 - old report was updated with new notes
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).
 Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) Purchaser or lessee purchaser has received copies of all documents checked above.
- (d) Purchaser or lessee purchaser has received no documents.
- (e) Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) Purchaser or lessee purchaser has (check (i) or (ii) below):
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligations to bring a property into compliance with the Massachusetts Lead Law - either through full deleading or interim control - if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Elinor Williams dotloop verified
04/27/16 3:18AM EDT
FDQB-ZKWA-RF05-4KVZ

Seller Date

Purchaser Date

Kim Jizzi dotloop verified
04/26/16 4:30PM EDT
IW12-ZXRK-DFWJ-XAIB

Agent Date

Zane Williams dotloop verified
04/26/16 10:00PM EDT
NGIC-VOGF-OA19-WZQQ

Seller Date

Purchaser Date

Agent Date

Address of Property / Unit 77 Upham Street - Unit 1 Melrose, MA 02176



MASSACHUSETTS ASSOCIATION OF REALTORS®

MASSACHUSETTS ASSOCIATION OF REALTORS® SELLER'S STATEMENT OF PROPERTY CONDITION

THE SELLER AUTHORIZES THE BROKERS OR SALESPERSONS TO PROVIDE THE FOLLOWING INFORMATION TO PROSPECTIVE BUYERS. THIS INFORMATION IS BASED UPON THE SELLER'S KNOWLEDGE, BUT IS NOT INTENDED AS A GUARANTEE OF THE CONDITION OF THE PROPERTY OR THE CONTINUED SATISFACTORY OPERATION OF ANY SYSTEM. THE BUYER SHOULD INDEPENDENTLY VERIFY ALL INFORMATION BEFORE PURCHASE.

Property Address 77 Upham Street, Unit 1 Melrose MA 02176

ANSWERS

YES NO UNKN

I. TITLE/ZONING/BUILDING INFORMATION

- YES NO UNKN 1. Seller/Owner Elinor Williams & Zane Williams How long owned? 2 years
- YES NO UNKN 2. How long occupied? 2 years Approximate year built? 1900
- YES NO UNKN 3. Have you been advised of any title problems or limitations (for example, deed restriction, lot line dispute, order of conditions)? If yes, please explain _____
- YES NO UNKN a) Do you know of any easement, common driveway, or right of way? If yes, please explain See Master Deed - Driveway Easement
- YES NO UNKN 4. Zoning classification of property (if known) _____
- YES NO UNKN 5. Has your city/town issued a notice of any violation which is still outstanding? If yes, explain _____
- YES NO UNKN a) Have you been advised that the current use is nonconforming in any way? Explain _____
- YES NO UNKN 6. Do you know of any variances or special permits? Explain _____
- YES NO UNKN 7. During Seller's ownership, has work been done for which a permit was required? If yes, explain Master Bedroom Ensuite Addition
- YES NO UNKN a) Were permits obtained? _____
- YES NO UNKN b) Was the work approved by inspector? _____
- YES NO UNKN c) Is there an outstanding notice of any building code violation? Yes No Explain _____
- YES NO UNKN 8. Have you been informed that any part of the property is in a designated flood zone or wetlands? Explain _____
(See Flood Zone disclosure Page 4)
- YES NO UNKN 9. Water drainage problems? Explain _____

YES NO UNKN

II. SYSTEM AND UTILITIES INFORMATION

DO YOU KNOW OF ANY CURRENT PROBLEM WITH ANY SYSTEM LISTED BELOW?

- YES NO UNKN 10. Has there ever been an UNDERGROUND FUEL TANK?
If yes, is it still in use? _____
If not used, was it removed? _____
(See Hazardous Materials Disclosure Page 4)
- YES NO UNKN 11. HEATING SYSTEM: Problems? Explain _____
a) Identify any unheated room or area _____
b) Approximate date of last service _____
c) Reason _____
- YES NO UNKN 12. DOMESTIC HOT WATER: Type Gas Age 0 Problems? Explain _____
Burners Owned or rented? _____
- YES NO UNKN 13. SEWAGE SYSTEM: Problems? Explain _____
Type: Municipal Sewer Private If private, describe type of system: _____
(cesspool, septic tank, etc.) _____
Name of service company _____
Date it was last pumped _____ Frequency _____
During your ownership has sewage backed up into house or onto yard? Yes No Explain Pipe blocked between house and road - cleared via access in driveway
Is system shared with other homes? _____
Date a Title 5 inspection last performed _____ Copy attached. Yes No

SELLER'S INITIALS ZW 04/27/16 3:22PM EDT

ZW 04/27/16 3:38PM EDT

BUYER'S INITIALS _____



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This form is in use by:
Use by anyone other than a participant in the transaction is strictly prohibited.



ANSWERS

- 14. PLUMBING SYSTEM: Problems/Leaks/Freezing? Explain 1 incident of frozen pipe to upstairs laundry
Bathroom ventilation problems? Explain _____
- 15. DRINKING WATER SOURCE: Public Private If private:
a) Location _____
b) Date last tested _____ Report: Attached Not attached
c) Water quality problems? Explain _____
d) Water quantity problems? Explain _____
e) Flow rate (gal. min.) _____
f) Age of pump _____
g) Is there a filtration system? _____ Age/Type of filtration system _____
- 16. ELECTRICAL SYSTEM: Problems? Explain _____
- 17. APPLIANCES: List appliances that are included see inclusion/exclusion
Any known problems? _____
If yes, explain _____
- 18. SECURITY SYSTEM: None Type Age Company _____
Problems? Explain _____
- 19. AIR CONDITIONING: Central Window Other None
Problems? Explain _____

YES NO UNKN

III. BUILDING/STRUCTURAL IMPROVEMENTS INFORMATION

- 20. FOUNDATION/SLAB: Problems? Explain _____
- 21. BASEMENT: Water Seepage Dampness
Explain amount, frequency, and location _____
a) Sump pump? If yes, age 5 location Basement Problems? No
- 22. ROOF: Problems? Explain _____
Location of leaks/repairs _____
- 23. CHIMNEY/FIREPLACE: Date last cleaned _____ Problems? _____
Wood/Coal/Pellet Stove in compliance with installation regulations/code/bylaws? _____
If not, explain _____
- 24. History of smoke/fire damage to structure, if any? Explain _____
- 25. FLOORS: Type of floors under carpet/linoleum? _____
Problems with floors (buckling, sagging, etc.)? Explain _____
- 26. WALLS:
a) INTERIOR Walls: Problems? Explain _____
b) EXTERIOR Walls: Problems? Explain _____
- 27. WINDOWS/SLIDING DOORS/DOORS: Problems or leaks? Explain _____
- 28. INSULATION: Does house have insulation? If yes, type _____ Date installed _____ Location _____
- 29. ASBESTOS: Do you know whether asbestos is present in exterior shingles, pipecovering or boiler insulation?
Has a fiber count been performed?
If yes, attach copy _____
(See Asbestos disclosure Page 4)
- 30. LEAD PAINT: Is lead paint present?
If yes, locations (attach copy of inspection reports) _____
If yes, describe abatement plan/interim controls, if any _____
Has paint been encapsulated? If yes, when and by whom? _____
(See Lead Paint disclosure Page 4)
- 31. RADON: Has test for radon been performed? If yes, attach copy _____
(See Radon disclosure Page 4)
- 32. INSECTS: History of Termites/Wood Destroying Insects or Rodent Problems? If yes, explain treatment and dates _____
(See Chlordane disclosure Page 4)

SELLER'S INITIALS

ZRI
04/27/16
3:22PM EDT

ZRI
04/27/16
3:38PM EDT

BUYER'S INITIALS

[] []

ANSWERS

- 33. SWIMMING POOL/JACUZZI: Problems? Explain _____
Name of service company _____
- 34. GARAGE/SHED/OR OTHER STRUCTURE: Problems, explain _____
- 35. Have you been advised of elevated levels of mold at the Property?
Explain _____

IV. MISCELLANEOUS INFORMATION

- YES NO UNKN
- 36. Do you know of any other problem which may affect the value or use of the property which may not be obvious to a prospective buyer?
Explain _____

Empty rectangular box for explanation of problem.

V. CONDOMINIUM INFORMATION

- YES NO UNKN
- 37. If converted to condominium, are documents recorded (Master deed/Unit deed etc.)?
- 38. PARKING: Number of Spaces 3 Of those spaces, identify number that are _____ deeded; 3 exclusive easements; _____ assigned; _____ Unassigned or in common area?
- 39. CONDO FEES: Current monthly fees for Unit are \$ 175
Heat included? Yes No
Electricity included? Yes No
- 40. RESERVE FUND: Has an advance payment been made to a condo reserve fund?
If yes, how much \$ 2040.63
- 41. CONDO ASSOC. INFO: Is owners' association currently involved in any litigation? _____
If yes, explain _____
- 42. Have you been advised of any matter which is likely to result in a special assessment or substantially increase condominium fees?
Explain _____

VI. RENTAL PROPERTY INFORMATION

- YES NO UNKN
- 43. NUMBER OF UNITS: _____
Has a unit been added/subdivided since original construction?
If yes, was a permit for new/added unit obtained? _____
- 44. RENTS: Number of units occupied _____ Rents \$ _____/month
Expiration date of each lease _____
Any tenants without leases? _____
Is owner holding last month's rent _____ security deposit? _____
If yes, has interest been paid? _____
If security deposit held attach a copy of statements of condition. Attached Not attached
- 45. Is there any outstanding notice of any sanitary code violation? Yes No Explain _____

VII. ACKNOWLEDGMENT

Seller(s) hereby acknowledge that the information set forth above is true and accurate to the best of my (our) knowledge. I (we) further agree to defend and indemnify the broker(s) and any subagents for disclosure of any on the information contained herein. Seller(s) further acknowledge receipt of copy of Seller's Statement of Property Condition.

Date 04/26/2016 Seller Zane Williams dotloop verified 04/27/16 3:22PM EDT C56D-VU4W-BIRM-UQMK
 Seller Elinor Williams dotloop verified 04/27/16 3:38PM EDT A96V-LOJ5-ZEPX-HJAG

Buyer/Prospective Buyer acknowledges receipt of Seller's Statement of Property Condition before purchase. Buyer acknowledges that Broker has not verified the information herein and Buyer has been advised to verify information independently. BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality.

Date 04/26/2016 Buyer _____
 SELLER'S INITIALS ZW ZW BUYER'S INITIALS _____
 04/27/16 3:22PM EDT 04/27/16 3:38PM EDT

VIII. EXPLANATORY MATERIAL

The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health, the Massachusetts Department of Environmental Protection, or other appropriate agency, or your attorney.

A. Flood Hazard Insurance Disclosure Clause (Question #8)

The lender may require Flood Hazard Insurance as a condition of the mortgage loan if the lender determines that the property is in a flood hazard zone.

B. Hazardous Materials Disclosure Clause (Question #10)

In certain circumstances Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous or toxic materials from real estate and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release and Response Act, General Laws, Chapter 21E. The buyer acknowledges that he may have the property professionally inspected for the presence of, or the substantial likelihood of release of oil or hazardous material and such proof of inspection may be required as a prerequisite for financing the property.

C. Asbestos Disclosure Clause (Question #29)

The United States Consumer Product Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers, and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. The buyer may have the property professionally inspected for the presence of asbestos and if repair or removal of asbestos is desired, proper safety guidelines must be observed.

D. Lead Paint Disclosure Clause (Question #30)

Whenever a child under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner is required by law, to remove all said paint, plaster or cover with appropriate materials so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership, as a result, a child under six years of age will become a resident, the new owner is required by law to remove said paint, plaster cover or encapsulate it with appropriate materials so as to make it inaccessible to such child. Buyer should receive information pamphlet from Department of Public Health.

E. Radon Disclosure Clause (Question #31)

Radon is an odorless, colorless, tasteless gas produced naturally in the ground by the normal decay of uranium and radium. Radon can lead to the development of radioactive particles which can be inhaled. Studies indicate the result of extended exposure to high levels of radon may increase the risk of developing lung cancer.

F. Chlordane Disclosure Clause (Question #32)

Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985, following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment including risk of cancer. Although existing data does not conclusively prove that significant health effects have occurred as a direct result of chlordane use, the long-term potential health risks are such that is prudent public health policy, according to the Department, to eliminate the further introduction of chlordane into the environment.

G. Mold Information

Molds are naturally occurring organisms that exist both indoors and outdoors. More than 1000 different kinds of mold have been found in homes in the United States. Molds are fungi that reproduce by making spores. Spores are small and lightweight and able to travel through the air. Molds need moisture and food to grow and their growth is stimulated by warm, damp and humid conditions. Molds can use materials such as wood, paper, drywall and carpet as food sources. Reducing dampness indoors is often key to reducing the growth of mold. Depending on the level of mold, allergies, respiratory problems and other health consequences can be triggered in sensitive individuals. However, exposure to mold does not always result in health problems. As of July of 2002, U.S. governmental agencies reported that a determination had not been made what quantity of mold was acceptable in an indoor environment. For more information on mold, contact an engineer or other qualified mold inspector. Information may also be found at the web site for the U. S. Environmental Protection Agency, www.epa.gov.

H. Fair Housing Notice

It is unlawful to discriminate on the basis of race, color, religious creed, national origin, age, gender, sex, ancestry, marital status, veteran status, sexual orientation, disability, presence of a child, receipt of public assistance or other protected classification in the sale or rental of covered housing.

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