

other obligations of all parties shall cease and this Agreement shall be void and without recourse to the parties hereto, provided however, that the BUYER notifies the SELLER and the Broker in writing of their inability to obtain said financing on or before this date. Failure to so notify will not excuse the BUYER from performance hereunder.

23. NOTICE If BUYER is seeking Veterans Administration loan benefits or a U.S. Government Federal Housing Administration insured loan, appropriate language, as applicable, must be included in the Purchase and Sale Agreement.
24. LIABILITY OF TRUSTEES, SHAREHOLDER BENEFICIARY ETC. If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor BUYER so executing, nor any shareholder nor beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. CONSTRUCTION OF AGREEMENT This instrument, executed in triplicate, 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This is a legally binding contract. If not understood, seek competent advice.
26. LEAD PAINT ACKNOWLEDGEMENT The BUYER and SELLER acknowledge that, under Massachusetts General Law, whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, said paint, plaster or other material shall be removed or covered so as to make it inaccessible to children under six (6) years in accordance with the provisions of Massachusetts General Laws Chapter III, §197. It is agreed that the BUYER shall assume responsibility for compliance with said law and hereby releases the SELLER and the Brokers from any liability for claims relating to the Massachusetts Lead Paint Law.

Buyer's Seller's
Initials Initials

ADDENDUM A TO PURCHASE AND SALE AGREEMENT

BUYER(S): Herring Brook Meadow LLC
SELLER(S): Donnamarie Tonelli
PROPERTY: 126 Chief Justice Cushing Highway, Scituate, Massachusetts
DATE:

The Seller and Buyer, by signing this Addendum state that they have read it in its entirety, that they understand it, that they understand that it is an integral part of the Purchase and Sale Agreement, and the Buyer will present it to any bank where they seek financing.

1. CONFLICT If any provision contained in this Addendum conflicts in any way with the printed form of the Purchase and Sale Agreement, then the provision contained in this Addendum shall control.
2. NOTICE Any written notice or an extension in connection with this Agreement shall be deemed to have been given when hand delivered or when such notice was deposited with the U.S. postal service, postage prepaid, when delivered to a commercial overnight courier (e.g. Federal Express) or when sent and received by the party being given notice by facsimile transmission.

If to Buyer:

Donnamarie Tonelli
126 Chief Justice Cushing Highway
Scituate, MA 02066

If to Seller:

James R. Motzkin, Manager
Herring Brook Meadow, LLC
265 Newbury Street
Peabody, MA 01960

And

Adam J. Brodsky, Esq.
72 Sharp Street
Hingham, MA 02043
Phone: 781-340-6900
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63 Middle Street
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