

ADDENDUM A TO PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
John Cui and Min Xie (“BUYER”)  
AND  
George Kostinden, Madeline Kostinden and William Kostinden (“SELLER”)  
PERTAINING TO  
235 Winthrop Street, Unit 6612, Medford, MA  
 (“PREMISES”)

- A. Paragraph 10 of this Agreement is hereby modified to provide that if the time for performance is extended and during such extension Buyer’s loan commitment or rate lock expires, said extension shall expire on the date that Buyer’s loan commitment or rate lock expires, whichever date is earlier. Buyer agrees to use reasonable efforts to cause such loan commitment or rate lock to be extended to a later date, but shall not be obligated to incur any additional cost or obligation in order to obtain such extension. In the event that Buyer’s lender would be willing to extend the Buyer’s loan commitment or rate lock if an extension fee were paid, the Seller shall have the option of paying such fee and thereupon the time for performance shall be extended to the earliest of (a) the last day of Buyer’s extended rate lock agreement, (b) the last day of Buyer’s extended loan commitment, or (c) the thirtieth day following the original closing date set forth in Paragraph 10. Any financial limitation that may be set forth in Paragraph 10 of this Agreement with regard to the Seller’s reasonable efforts to cure title defects, deliver possession or to make the premises conform to provisions of this Agreement shall not apply to (a) the repayment of monetary obligations secured by mortgages and/or liens that the Seller has granted, suffered or assumed, (b) the costs of making any repairs and improvements to the Premises that the Seller has agreed to make as set forth in this Agreement, (c) the costs of Seller’s housing (including temporary housing) and the moving and storage of Seller’s personal property so that the Premises is free of the Seller’s occupancy and possessions, (d) any other costs or obligations agreed to by the Seller pursuant to this contract (e.g., broker’s commissions and real estate tax adjustments), required by law (e.g., seller’s sales tax or “stamps”), or customarily paid by Seller (e.g., recording costs for title clearing instruments).
- B. Paragraph 19 of this Agreement is hereby modified to provide that Buyer and Seller hereby represent to each other that they have not contacted any real estate broker in connection with this transaction, other than the 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. If either party were to breach the foregoing representation, the breaching party shall indemnify and hold the non-breaching party harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be successfully awarded against the breaching party as a result of such breach. The Buyer’s and Seller’s representations to each other as set forth in this paragraph shall survive the delivery of the deed.

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C. Paragraph 24 of this Agreement is hereby modified by adding the following provisions:

- in the event that the written loan commitment contains terms and conditions which are beyond the Buyer's reasonable ability to control or achieve, Buyer may terminate this Agreement and receive the full deposit pursuant to Paragraph 24, but only if Buyer provides notice thereof to Seller by the date set forth in said Paragraph 24.

D. Seller represents that as of the date hereof, the Seller has no knowledge of any special or supplemental assessments presently levied, owing or contemplated, nor will Buyer be obligated to pay any such special or supplemental assessments unless Buyer is notified and consents to do so, and that the monthly condominium fee is \$\_\_\_\_\_.

E. Without limiting any other provision in this Agreement, the Premises shall not be considered to be in compliance with the provisions of this Agreement unless:

- (a) all structures and improvements on the Premises/land constituting the Condominium property, including, but not limited to, any driveway(s), shed(s) and garage(s), shall be wholly within the lot lines of the Premises/land constituting the Condominium property and shall not encroach upon or under any property not within such lot lines;
- (b) no building, structure, improvement, way or property of any kind encroaches upon or under the Premises/land constituting the Condominium property from any other premises;
- (c) title to the Premises is insurable, for the benefit of the Buyer, by a nationally recognized title insurance company in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy; and the provisions of Paragraph 4 of this Agreement; and
- (d) the Premises/land constituting the Condominium property abuts a public way, duly laid out or accepted as such by the town in which the Premises are located.

F. At closing, Seller agrees to deliver signed originals of the following documents:

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- (a) a smoke detector certificate issued within sixty (60) days prior to the date of closing by the Fire Department of the municipality in which the Premises are situated;
- (b) a so-called "6(d) Certificate" signed and acknowledged by the requisite number of Condominium Trustees currently in office, stating that there are no outstanding common expenses, special assessments of other charges owed by the Seller to the Condominium Trust through the end of the month in which the closing is to occur;
- (c) a final or permanent Certificate of Occupancy issued by the building department for the municipality in which the Premises are situated, evidencing the permitted legal occupancy of the Premises as a residential single family dwelling (in a condominium building); and
- (d) a Certificate of Insurance evidencing that insurance is in effect and paid through the end of the current premium year, naming the Buyer and Buyer's mortgage lender as owner and mortgagee, respectively, of the Premises.

Upon request of Buyer's or Buyer's mortgage lender's attorney, Seller shall provide copies of the foregoing documents prior to closing.

- G. The Seller hereby agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be reasonably required by any lending institution which may be providing the purchase money mortgage funds to the Buyer for this transaction, any title insurance company which may be insuring the title for the benefit of the Buyer or the Buyer's lender, and by the Buyer's or Buyer's lender's attorney, provided that the same are reasonably requested.
- H. Seller shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of the Agreement.
- I. The Seller shall allow the Buyer to have reasonable access to the Premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements and other reasonable purposes, including without implied limitation, the right to inspect the Premises just prior to the closing. Said right of access shall be exercised only after reasonable prior notice and only in the presence of Seller or Seller's agent.

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- I. The Seller shall deliver the Premises at the time of delivery of the Seller's deed, as determined hereunder, in a broom clean condition, removing all of the Seller's possessions there from not being sold to the Buyer, including without limitation all debris, trash and items stored at the Premises. From the date of this Agreement through the closing date, Seller shall maintain the Premises) at the same level of effort and expense as Seller has done for Seller's own benefit prior hereto.
- J. Notwithstanding any provisions of this Agreement to the contrary, in the event that the dwelling and/or other improvements to the Premises are destroyed or substantially damaged by fire or other casualty prior to the delivery of the deed and not restored to the same condition as of the date of this Agreement prior to the time for performance, Buyer may, at Buyer's option, terminate this Agreement by written notice to Seller, whereupon all deposits made hereunder shall be forthwith refunded, all obligations of the parties hereto shall cease, and this Agreement shall become null and void and without further recourse to the parties hereto. The term "substantially damaged" as used herein shall mean damage that will cost in excess of \$25,000.00 to repair, as reasonably estimated by an independent insurance adjustor.
- K. Buyer and Seller agree that the Premises shall not be in conformity with the requirements relating to the condition of the Premises contained in Paragraph 9 hereof if the Premises are in violation of any federal, state or local environmental, sanitary, zoning, health or safety statute, law, regulation or ordinance. To the best of Seller's knowledge and belief Seller represents that the Premises are in compliance with all applicable laws and regulations as stated above. Seller represents to Buyer that Seller has not received any notice of assessment or notice of violation that has not been previously rectified.
- L. 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 and any such prior offers or agreements shall be null and void.
- M. If any language contained in this Rider conflicts in any way with any language in any other portion of this Purchase and Sale Agreement, then the language contained in this Rider shall control.
- N. In order to facilitate the execution of this Agreement in a timely fashion, the parties hereby agree that a signed copy of this Agreement transmitted by facsimile, by scanned e-mail attachment or by an electronic signature program such as "DocuSign", shall have the same binding effect as an original contract with original signatures.

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- O. For purposes of giving notice hereunder or for extending contingency dates and dates of performance, the parties hereby give their respective attorneys a limited power of attorney to bind them during the term of this Agreement. Any notice or extension agreement that may be giving by facsimile transmission or by e-mail attachment shall have the same binding effect as an original notice or agreement with original signatures.
- P. If at any time prior to the expiration of Buyer's mortgage contingency the Buyer's lender cannot grant Buyer a mortgage because of a condition related to the condominium or its documents, the Buyer may elect to revoke this agreement and all deposits made by the Buyer shall be forthwith refunded and this agreement shall become null and void and without further recourse to either party.
- Q. The Buyer and Seller acknowledge that mortgage regulations effective October 3, 2015 may affect the ability to close on the date and time specified in this 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 Buyer's mortgage lender is unable to close on the closing date set forth in this Purchase & Sale Agreement, the closing date may be extended upon written notice from Buyer to Seller 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. Seller working together with the listing agent (if applicable) shall ensure all readings and adjusted are established on or prior to the 10<sup>th</sup> day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 10<sup>th</sup> day. The settlement statement shall reflect payment and adjustments as of the reading date, with the exception of the real estate tax and condominium common charge proration, which shall be made as of the closing date. There shall be no further adjustment between the parties unless otherwise agreed. Notwithstanding the above, the parties may agree to estimate the fuel adjustment as of the closing date, employing any reasonable method to determine same.

Seller's Agent, aka Listing Agent

1. Brokerage Name: Competitive Edge Real Estate Services
3. State Broker's License #:
4. Agent Name: Joyce Kashgegian

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5. Agent's State License #:
6. Agent's Email: jkash@compedgeres.com
7. Agent's Phone Number: 781-316-5210

Buyer's Agent, aka Selling Agent

1. Brokerage Name: *House Center - TQ Realty*
2. Brokerage Address: *204 Andover St. Suite 102 Andover MA 01810*
3. State Broker's License #:
4. Agent Name:
5. Agent's State License #:
6. Agent's Email:
7. Agent's Phone Number:

R. At the closing, as a condition of closing, Seller shall assign to Buyer (non-recourse), at no additional cost to Seller, any and all service contracts, warranties and/or guarantees and the like concerning the Premises, including but not limited to all, any and all systems, fixtures, equipment and appliances. Seller will also provide Buyer, at closing, with all keys, automatic garage door openers, if any, and with all manuals and other information in Seller's possession regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises.

Buyer:

*Muniz* 4-9-2017  
*[Signature]* 4/9/2017

Seller:

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