

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of: Lewis & Loscocco
182 Highland Street
Holliston, MA 01746

This 12 day of January, 2022

1. PARTIES AND
MAILING ADDRESSES
(fill in) **Kenneth M. Pedersen, Jr. and Diana B. Pedersen, Trustees of the Pedersen Family
Living Trust u/d/t dated January 26, 1999**
hereinafter called the SELLER, agrees to SELL and
Lobisser Building Corporation or Assignee
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,

2. DESCRIPTION
(fill in and include
title reference) the following described premises:
0 Main Street, Upton, MA 01568
The vacant land consisting of approximately 6.74 acres, more or less, known as 0 Main Street, Upton, Massachusetts, further described as Lot 1 on a Plan recorded at the Worcester District Registry of Deeds in Plan Book 926, Page 58, being a portion of the premises described in a deed recorded with the Worcester District Registry of Deeds in Book 22967, Page 307.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete) N/A.

4. TITLE DEED
(fill in) *Include here
by specific reference
any restrictions,
easements, rights
and obligations in
party walls not
included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to
protect SELLER
against BUYER'S
breach of SELLER'S
covenants in leases,
where necessary.
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) 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. Provisions of existing building and zoning laws;
b. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
c. Any liens for municipal betterments assessed after the date of this agreement;
d. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with Buyer's intended use of said premises.

5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE
(fill in) space is
allowed to
spell out the amounts
if desired
The agreed purchase price for said premises is **\$850,000.00
Eight Hundred Fifty Thousand and 00/100 dollars**, of which
\$ 20,250.00 have been paid as a deposit this day and
\$ 1,000.00 have been paid with the Offer
\$828,750.00 are to be paid at the time of delivery of the deed by wire transfer, or by certified, cashier's, check(s), or Closing Attorney's Mass IOLTA check.
\$ 850,000.00 TOTAL

7. 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 BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. TIME FOR
PERFORMANCE;
DELIVERY OF DEED
(Fill in)

Such deed is to be delivered at 12:00 o'clock P.M., on a date reasonably agreeable to SELLER and BUYER on or about 21 days after BUYER obtaining an acceptable ANRAD and notifying SELLER in writing of same, but in no event shall the closing be later than July 29, 2022, at the office of Greenwald & Greenwald, LLP, 409 Fortune Boulevard, Milford, MA, unless otherwise agreed upon in writing. The specific date for the closing will be included in Buyer's notice to Seller. It is agreed that time is of the essence of this agreement. Neither SELLER, nor their agents or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original SELLER signed Deed, POA and other customary documents are delivered to the closing attorney. If the BUYER has not provided written notice to SELLER of an acceptable ANRAD by July 8, 2022, either SELLER or BUYER may terminate this agreement by written notice to the other, 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.

BUYER NM

Notwithstanding anything to the contrary herein, provided the ~~Seller~~ has been diligently pursuing the ANRAD (and the survey that must be completed prior to commencing work on the ANRAD), if the ANRAD is not finalized prior to July 7, 2022, Buyer may give Seller written notice on one or more occasions, extending the notice date (referred to above) and the closing date for such periods of time as are needed to finalize the ANRAD, but in no event shall such extensions result in a notice date later than October 7, 2022 or a closing date later than October 29, 2022. *NWL*

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9. POSSESSION and
CONDITION of
PREMISE (attach a
list of exceptions, if
any)

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, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO
PERFECT TITLE OR
MAKE PREMISES
CONFIRM (Change
period of time if
desired).

If the SELLER 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, then the SELLER 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 time for performance hereof shall be extended for a period of up to thirty (30) days.

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

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then 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.

12. BUYER'S ELECTION
TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER 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 SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER 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 BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a 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.

14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER 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, or in the case of institutional mortgages, within a reasonable time thereafter, in accordance with customary conveyancing practices.

15. INSURANCE (Insert amount (list additional types of insurance and amounts as agreed)) Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
a. Fire & Extended Coverage	*\$As presently insured, if any.
b. Risk of loss to remain with Seller until deed is recorded.	

16. ADJUSTMENTS (list operating expenses, if any, or attach schedule) Taxes for the then current fiscal year, 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 BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes 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 fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.

18. BROKER'S FEE (fill in fee with dollar amount or percentage; also name of Brokers) A Broker's fee for professional services, as agreed, is due from the SELLER to Custom Home Realty and The Lux Group, only if and when title passes, deed is recorded, SELLER has been paid in full, and not otherwise.

19. BROKER(S) WARRANTY (fill in name) The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT (fill in name) All deposits made hereunder shall be held in escrow by **Custom Home Realty** as escrow agent 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 instructions mutually given in writing by the SELLER and the BUYER, or by order of a court of competent jurisdiction. Deposits to be held in a non-interest bearing account.

21. BUYER'S DEFAULT DAMAGES If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, as SELLER's sole and exclusive remedy, at law and in equity. Buyer and Seller agree that in the event of default by Buyer, the amount of damages suffered by Seller will not be easy to ascertain with certainty and, therefore, Buyer and Seller agree that the amount of the deposits represents a reasonable estimate of the damages likely to be suffered.

22. RELEASE BY HUSBAND OR WIFE The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only

TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.	the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS (fill in) if none, state 'none'	The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker: NONE.
26. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for In Offer to Purchase)	No Mortgage Contingency.
27. 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 enures 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 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.
28. LEAD PAINT LAW	N/A.
29. SMOKE DETECTORS	N/A.
30. CARBON MONOXIDE DETECTORS	N/A.
31. ADDITIONAL PROVISIONS	The initialed riders, if any, attached hereto, are incorporated herein by reference. See Rider A to Purchase and Sale Agreement, attached hereto and incorporated herein.

Up until January 6, 2022, BUYER shall perform its due diligence on the premises. If for any reason BUYER does not wish to proceed with the purchase of said premises, BUYER may terminate this agreement by written notice to the SELLER, 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. If Buyer does not terminate the agreement by January 6, 2022, Buyer will take such steps as are needed to have an ANRAD completed. Upon completion of the ANRAD, Buyer shall give Seller written notice stating whether Buyer is satisfied with the results of the ANRAD. If Buyer is not satisfied with the results, Buyer may terminate this agreement by said written notice, 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. If Buyer is satisfied, the closing shall take place in accordance with this Agreement. Buyer and its agents, engineers, wetlands consultants and others deemed necessary by Buyer are authorized to enter upon the premises to perform such work as is needed to enable Buyer to perform its due diligence and to complete the survey, ANRAD or other work deemed necessary by Buyer.

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

SELLER: Kenneth M. Pedersen Jr. Jan 08, 2022

Print Name: Kenneth M. Pedersen, Jr., Trustee

SELLER: Diana B. Pedersen Jan 08, 2022

Print Name: Diana B. Pedersen, Trustee

BUYER: Kevin L. Preont

Print Name: Lobisser Building Corporation

By: Kevin Lobisser, President

RIDER A

32. The premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) No building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
- (b) The premises shall abut a public way, duly laid out or accepted as such by the Town of Upton, or have access thereto; and
- (c) Title to the premises is insurable for the benefit of Buyer by a Title Insurance Company reasonably acceptable to Buyer, 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 those matters permitted pursuant to Paragraph 4 of this Agreement. The availability of Title Insurance under this paragraph shall not relieve the Seller of the obligation to deliver title in accordance with the provisions of Paragraph 4.

33. At the closing Seller shall execute and deliver (a) all documents reasonably necessary and customary in order for Buyer (and Buyer's mortgagee, if any) to obtain title insurance on the premises without the standard exceptions for mechanic's liens and parties in possession; (b) an affidavit which includes Seller's social security number or taxpayer identification number, as the case may be, and which certifies as to whether Seller is or is not a foreign person or entity subject to withholding taxes as required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (c) all other documents and information reasonably required by the attorney representing Buyer's lender in connection with Buyer's mortgage loan. In any event, Seller shall have no obligation to sign a so-called title insurance "Survey Affidavit".

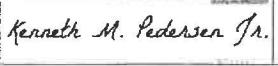
34. Any title or practice matter which is the subject of a title or practice standard of the Massachusetts Conveyancers Association at the time of delivery of the deed shall be governed by said title or practice standard to the extent applicable.

35. Seller represents that to the best of their knowledge, there are no underground gasoline or oil storage tanks on the premises.

36. Neither the Seller nor any of the Seller's agents or employees have, as of this date, caused, or are aware of a release or threat of release of any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" (the "Materials") as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42

U.S.C. Sec. 9601 et seq., as amended, the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21 C, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L., Chapter 21 E, as amended, and regulations adopted thereunder (collectively the "Superfund and Hazardous Waste Laws") on the Premises. Should Buyer discover any such materials, upon written notice thereof to Seller, Buyer may terminate this Agreement, whereupon any payments made under this agreement shall be forthwith returned to Buyer, all obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

37. Seller warrants that they have not, nor have they allowed anyone else to bury any boulders, stumps, trash, debris, or hazardous materials on the site, nor are they aware of anyone else burying such materials on the site.

SELLER:  Jan 08, 2022

Print Name: Kenneth M. Pedersen, Jr., Trustee

SELLER:  Jan 08, 2022

Print Name: Diana B. Pedersen, Trustee

BUYER: 

Print Name: Lobisser Building Corporation

By: Kevin Lobisser, President

RIDER B TO PURCHASE AND SALE AGREEMENT

SELLER: Kenneth M. Pedersen, Jr. and Diana B. Pedersen, Trustees of the Pedersen Family Living Trust u/d/t dated January 26, 1999
BUYER: Lobisser Building Corporation
PREMISES: 0 Main Street, Upton, MA 01568

- (A) (Paragraph 10 Continued) Reasonable efforts as used herein shall not be construed to require Seller to expend more than \$4,250.00 to make premises conform, not including Seller's voluntary liens and municipal liens.
- (B) All notices contemplated hereunder shall be sufficient and effective if mailed by certified mail, return receipt requested, postage prepaid or delivered by hand or by facsimile with confirmed transmission or by email or if mailed by Federal Express or other nationally recognized overnight carrier and in a case of notice to the Seller to Attorney James N. Loscocco, Lewis & Loscocco, 182 Highland Street, Holliston, MA 01746 (Fax # 774-233-0168 Email: james@mlattorney.com) and in case of notice to the Buyer to Attorney Steven Greenwald, Greenwald & Greenwald LLP, 409 Fortune Boulevard Milford, MA 01757 (Fax # 508-634-3959 Email: sg@gglaw409.com).
- (C) Except as specifically set forth in the Purchase and Sale Agreement, Seller has made no warranties or representations on which Buyer has relied with respect to the premises. Any statements made by the Seller in a realtor's/broker's or inspector's questionnaire, so-called "Seller's Disclosure Statement" or property listing information, if any, are not warranties and do not survive the closing. The Seller states that any facts contained in such forms, to the extent supplied by the Seller, are accurate according to Seller's actual knowledge of the statements therein and Seller makes no representations concerning the accuracy of facts provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. Buyer acknowledges that they have had the premises inspected by an expert of their own choosing, and that they are fully satisfied with the condition of the premises, and that they are accepting the premises "as is" in its current condition, reasonable wear and tear between the date hereof and closing, excepted. The provisions of this paragraph shall survive the delivery of the deed.
- (D) Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or Practice Standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said Title Standards or Practice Standards to the extent applicable.
- (E) Buyer and Seller represent and warrant to one another that neither has dealt with any real estate broker or other person entitled to a commission in connection with the purchase of the Premises or in connection with this agreement other than those referred to in Paragraph #18 hereof, and, each agrees to indemnify and hold harmless the other from any loss, cost, damage and expense, including reasonable attorney's fees incurred in connection with any claim for a broker's commission or finder's fee, resulting from a failure of these warranties. The provisions of this paragraph shall survive the delivery

of the Deed hereunder.

- (F) Buyer's obligation to perform under this Agreement are expressly not contingent upon the sale of other real estate.
- (G) 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.
- (H) If the Buyer assigns its rights hereunder or records a copy of this Agreement with the Registry of Deeds, the Seller, at its option, may declare Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder. The designation of a title nominee pursuant to Paragraph 4 of this Agreement shall not be deemed an assignment by the Buyer within the meaning of this Paragraph.
- (I) All of the 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 SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed at the time of delivery of the Deed; 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 SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the delivery of the Deed hereunder.
- (J) By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- (K) 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.

Kenneth M. Pedersen Jr.

Jan 08, 2022

SELLER: Kenneth M. Pedersen, Jr., Trustee

Kevin L. President

BUYER: Lobisser Building Corporation
By Kevin Lobisser, President

Diana B. Pedersen

Jan 08, 2022

SELLER: Diana B. Pedersen, Trustee

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED JANUARY 6, 2022 BETWEEN KENNETH M. PEDERSEN, JR. AND DIANA B. PEDERSEN, TRUSTEES OF THE PEDERSEN FAMILY LIVING TRUST (SELLER) AND LOBISSEER BUILDING CORP. OR ASSIGNEE (BUYER) FOR 0 MAIN STREET (6.74 ACRES OF VACANT LAND), UPTON, MA

The above-referenced Purchase and Sale Agreement is hereby amended as follows:

1. By deleting Paragraph 8 in its entirety and replacing it with the following:

"8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered at a time set forth in the notice pursuant to Paragraph 31. The deed is to be delivered at the law office of Greenwald & Greenwald, LLP, 409 Fortune Boulevard, Milford, MA, unless otherwise agreed upon in writing. Neither SELLER nor SELLER'S counsel shall be required to attend the Closing so long as mutually acceptable arrangements have been made for delivery of the customary SELLER documents to the closing attorney prior to Closing unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement."

2. By deleting Paragraph 31 in its entirety and replacing it with the following:

"31. ADDITIONAL PROVISIONS

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

See Rider A to Purchase and Sale Agreement, attached hereto and incorporated herein.

BUYER's obligation to purchase is contingent upon BUYER obtaining any and all permits, orders of conditions, permission to tie into town water and sewer, licenses and approvals as are sought by BUYER to enable BUYER to construct a 40 B residential development acceptable to BUYER, with all appeal periods having expired, or if there is an appeal, with it being resolved to BUYER's satisfaction (the "Approvals").

Within five (5) days of BUYER obtaining the Approvals, BUYER shall give SELLER written notice thereof, and the parties shall then mutually decide on a date and time for performance, as soon as possible, but which shall be not later than thirty (30) days from the date of the notice.

In the event that BUYER determines, at any point, that any of the Approvals will not be obtained or that they will be obtained but the development costs caused by site conditions or associated with requirements pursuant to the Approvals are unacceptable to BUYER, upon written notice thereof to SELLER, BUYER may terminate this agreement, 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 and without recourse to the parties hereto."

Notwithstanding anything contained in this agreement to the contrary, if the closing hereunder has not occurred by April 21, 2027, the SELLER may terminate this agreement by written notice to the BUYER, 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.

In all other respects the terms and conditions of the Purchase and Sale Agreement are hereby ratified and confirmed.

EXECUTED THIS 29 DAY OF APRIL, 2022.

Pedersen Family Living Trust

Apr 26 2022
Kenneth M. Pedersen Jr.

IS-SIGNED
Apr 26, 2022

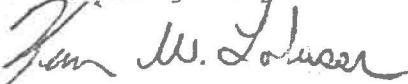
By: Kenneth M. Pedersen, Jr., Trustee
(Seller)

Apr 26 2022
Diana B. Pedersen

IS-SIGNED
Apr 26, 2022

By: Diana B. Pedersen, Trustee
(Seller)

Lobisser Building Corp.


Kevin W. Lobisser, President & Treasurer
(Buyer)