

ASSESSORS' PARCEL #60-0-94
29 ASPEN STREET, WARE, MASSACHUSETTS
MEMORANDUM OF SALE

This Memorandum of Sale is made this 2nd day of May, 2024 by and between Tallage Brooks, LLC ("Seller") and _____ (the "Buyer").

1. TAX TITLE SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on May 2, 2024 by Sullivan & Sullivan Auctioneers, LLC on behalf of Seller as the holder of title to the above-referenced property by reason of foreclosure of an Instrument of Taking dated December 18, 2017, and recorded with the Hampshire County Registry of Deeds in Book 12839, Page 292 (attached hereto as **Exhibit A**), assigned to Seller by Instrument of Assignment dated February 23, 2021 and recorded with said Registry of Deeds in Book 13994, Page 107 (attached hereto as **Exhibit B**), which Instrument of Taking was foreclosed by Judgment issued by the Land Court of the Commonwealth of Massachusetts in Case No. 21 TL 000206 on April 13, 2023 (attached hereto as **Exhibit C**), which Judgment was recorded with the Hampshire County Registry of Deeds in Book 14842, Page 17, the Buyer as the highest bidder agrees to purchase the property described below and appearing on the Town of Ware Assessors' Maps as Parcel Number 60-0-94 (the "Property") in accordance with the terms hereof, and as set forth in the Notice of Sale of Real Estate Obtained Through Tax Title Foreclosure ("Notice of Sale")(attached hereto as **Exhibit D**) and described in the Instrument of Taking.

2. DESCRIPTION OF THE PROPERTY

A parcel of land with any buildings thereon, containing about 0.107 AC being described a parcel 60 0 94 in the office of the Assessors, Town of Ware identified in book and page 11658-142, Hampshire Registry of Deeds.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the Release Deed, in the form attached hereto as **Exhibit E**, subject to all matters of record and pursuant to the Notice of Sale and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable; (ii) zoning, environmental, septic and building laws; (iii) state excise stamp taxes; (iv) any and all municipal betterments, assessments or liens; (v) any existing environmental contamination; (vi) tenancies and occupancies, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Five-Thousand Dollars (\$5,000.00) has been paid this day in accordance with the terms of the Notice

of Sale, with the balance, plus a Buyer's premium equal to 5% of the entire purchase price, to be paid by wire transfer, certified check or bank check at the time of the delivery of the deed under the terms and conditions set forth as described in the Notice of Sale. Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. Buyer will also be responsible for payment of all outstanding taxes, plus any and all recording charges and registry stamps.

5. CLOSING

The release deed is to be delivered, and the balance of the consideration paid, on May 31, 2024 (or an earlier date as may be mutually agreed to) at 2:00 p.m. at the Hampshire County Registry of Deeds, or another location mutually agreed to by the parties. It is agreed that time is of the essence of this agreement. The Parties acknowledge and agree that Seller shall not be required to attend or to cause Seller's attorney to attend the closing in person. Seller reserves the right to extend the closing date by thirty days under terms and circumstances in its sole discretion.

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated herein, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall, if legally able, convey such title. Buyer acknowledges that Seller makes no representations or warranties about the insurability of title of the Property. Buyer agrees that its ability to obtain title insurance is not a condition of this Memorandum and that inability to obtain title insurance shall not be grounds for termination of this Memorandum.

7. RISK OF LOSS

Seller shall not be required to maintain casualty insurance covering the Property. Risk of loss shall be as of this day on the Buyer. The obligation of the Buyer to pay the full bid price as defined in paragraph 4 is not dependent upon Seller's maintenance of insurance and is not dependent upon the state or condition of the property.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of Seller to be performed or observed. Buyer shall record the deed within 24 hours of receiving it from Seller.

9. POSSESSION AND CONDITION OF THE PROPERTY

The Buyer acknowledges that no representations or warranties of any kind whatsoever, have been made by or on behalf of the Seller concerning zoning, abutters, environmental matters, septic systems, state of title, common expenses, utilities, operating expenses, current rental income, physical or structural condition of the premises, any leases, tenancies or occupancy arrangements with respect to the Property, the existence on the Property of any hazardous waste, asbestos, lead-based paint, plaster or other lead-based accessible material, or any other materials which may be subject to governmental regulation or restriction, or any other matters whatsoever. Seller shall have no liability in connection with lead and environmental issues. Title to any personal property located on the premises will not be conveyed. It is understood that the Buyer shall maintain the premises in conformance with all applicable environmental laws and regulations, including, but not limited to Mass. Gen. L. c. 21E, Mass. Gen. L. c. 111, and 42 U.S.C. § 103, et seq. The Buyer further acknowledges that Seller makes no representations or warranties of any kind whatsoever concerning the presence or absence of a septic system on the premises. Pursuant to 310 CMR 15.301, if the premises are serviced by a septic system, the Buyer shall be required, at his/her/its own expense, to inspect the septic system no later than six months from the date of sale and shall otherwise comply with the requirements of 310 CMR 15.300 through 15.305. It is understood and acknowledged that Seller shall have no liability whatsoever in connection therewith.

The Buyer further warrants, represents and acknowledges to Seller and agrees that Seller is relying upon the following: By execution of this Memorandum, and that Buyer accepts the Property "AS IS", subject to all matters of record, and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable (ii) zoning, environmental, septic and building laws (iii) state excise stamp taxes (iv) any and all municipal betterments, assessments or liens (v) any existing environmental contamination (vi) tenancies and occupancies and riparian rights, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth, etc. and Buyer is not relying upon any representations of the Seller or Seller's agents in connection with same and in connection with Buyer's decision to purchase the Property, including, without limitation, as to the character, quality, use, value, quantity or condition of the Property except as expressly set forth herein.

Any statements which may have previously been made by the Seller, including without limitation by an auctioneer, realtor/broker, or any information disseminated by said auctioneer, realtor or broker, if any, are specifically hereby voided and are superseded by this Memorandum. Buyer acknowledges and agrees that Seller shall have no obligation to repair any defect existing on the Property. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the Property complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the Premises. Buyer hereby agrees that Seller shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations, or the like, which relate to lead paint, asbestos, radon, mold, hazardous chemicals, hazardous materials, or hazardous substances or any requirements that Seller remove

any or all of the same, Buyer hereby assuming any and all such responsibility and liability. Seller makes no representations concerning the accuracy of any information provided by the Auctioneers unless expressly incorporated into this Memorandum. The provisions of this Section shall survive the delivery of the deed.

10. 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 and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller due to the Buyer's default, including the costs and expenses of subsequent auctions of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also have the right, but not the obligation, to sell the Property to the underbidder(s) at the public auction in accordance with the terms announced at the public auction. Should litigation be required to enforce the terms of this provision the Buyer will be obligated to compensate the Seller for its attorneys' fees and court costs in conjunction therewith.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay all stamps required to be affixed to the Release Deed by the laws of the Commonwealth of Massachusetts, if any. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. NOTICE

All notices, requests and the like, which shall or may be given under this Memorandum shall be sufficient only if in writing and shall be given either by hand delivery or by sending by registered or certified mail, return receipt requested, proper postage prepaid, or by federal express or other reputable overnight mail service, or by facsimile:

- (a) If intended for Seller, addressed to:

Tallage Brooks, LLC
William Cowin, Manager
165 Tremont Street, Suite 305
Boston, MA 02111
Bill.cowin@tallagellc.com

with a copy in like manner to:

Kaitlyn Baptista, Esq.
HILL LAW
6 Beacon Street, Suite 600
Boston, MA 02108
kbaptista@danhilllaw.com

fax: 617-300-9070

(b) If intended for Buyer, addressed to:

with a copy in like manner to:

or to such other address or addresses as may from time to time hereafter be designated by either party by like notice. Any notice given in accordance with the terms of this section shall be deemed to have been given as of the date of mailing, hand delivery, facsimile, or delivery to the overnight mail service as the case may be.

13. BROKER FEES

Buyer represents and warrants to Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to Seller as a result of any services or facilities of any real estate broker, except as identified above. Buyer agrees to indemnify Seller against and to hold Seller harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Seller may incur as a consequence of any claim for a commission or fee arising from this transaction asserted against Seller by any broker with whom Buyer has dealt. The provisions of this Section shall survive delivery of the deed.

14. WARRANTIES AND REPRESENTATIONS

Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he/she/they/it relied upon any warranties or representations not set forth or incorporated herein.

15. REPRESENTATION BY COUNSEL

Each party acknowledges that they are represented by counsel or have had the opportunity to be represented by counsel of their respective choice.

16. NO ASSIGNMENT OR RECORDING OF MEMORANDUM

In the event the Buyer either makes an assignment of Buyer's rights under this Memorandum or records a copy of this Memorandum, or notice thereof, with the Registry of Deeds, Seller may, at its option, (a) declare Seller's obligations hereunder to be null and void, (b) deem Buyer to be in default of its obligations hereunder and (c) retain any deposits paid hereunder by Buyer.

17. LEAD PAINT LAW

It is understood that portions of the Property may contain lead-based paint, plaster or other accessible lead-based material and the Buyer agrees to purchase the Property notwithstanding the possible existence of such materials. The Buyer acknowledges that, in certain circumstances, the Buyer may incur obligations to remove lead-based materials pursuant to Sections 197 and 197A of Chapter 111 of the General Laws, and Buyer hereby agrees to accept and assume any such obligations. The Buyer and Seller hereby acknowledge that the documents and notifications required pursuant to G.L. c. 111, s. 197 and 197A regarding lead paint have been delivered and received by the Buyer and an executed Property Transfer Notification Certification is attached hereto as **Exhibit F**.

18. COMPLIANCE WITH G.L. C. 148, §§ 26F AND 26F

The Buyer agrees that: (1) the Property is not currently occupied for residential purposes, and that given the condition of the Property, the provisions of G.L. c. 148, §§ 26F and 26F ½ are inapplicable; (2) the Seller is therefore not obligated to equip the Property with smoke detectors and carbon monoxide detectors in connection with the transfer of title to the Property contemplated by this Memorandum; (3) the Buyer will comply with G.L. c. 148, §§ 26F and 26F ½ and equip the Property with smoke detectors and carbon monoxide detectors prior to any human occupation of the Property for residential purposes, and (4) the Buyer will defend, indemnify, and hold the Seller harmless against any claim, damages, losses or judgments of any kind arising out of the Buyer's compliance or noncompliance with this Section. The provisions of this Section shall survive delivery of the deed.

19. PERSONAL PROPERTY

The Buyer acknowledges that the Property may contain personal property presumably belonging to a former owner or occupant, and that Seller's title to the Property derives from a tax title foreclosure, and that Seller has never occupied the Property. The Buyer shall defend, indemnify, and hold the Seller harmless for any claims, damages, losses or judgments of any kind relating to the use, removal, disposal, conversion, or transfer of such personal property, including any claim of unlawful eviction. The provisions of this Section shall survive delivery of the deed.

20. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts, is

to take effect as a sealed instrument, sets forth the entire contract between the parties hereto and supersedes any prior discussions, negotiations or proposals, 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 memorandum or to be used in determining the intent of the parties to it. In the event of an inconsistency between the Notice of Sale and this Memorandum, the terms of the Memorandum shall control.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

SELLER
TALLAGE BROOKS, LLC

BUYER

William Phillip Cowin, Manager

Buyer: _____
Address: _____

Email: _____
Tel: _____

**EXHIBIT A
(INSTRUMENT OF TAKING)**



2017 00026863
Bk: 12839Pg: 292 Page: 1 of 1
Recorded: 12/22/2017 11:28 AM

THE COMMONWEALTH OF MASSACHUSETTS
Town of Town of Ware
Office of the Collector of Taxes
INSTRUMENT OF TAKING

I, Maura O'Connor, Collector of Taxes for the Town of Town of Ware
pursuant and subject to the provisions of General Laws, Chapter 60, Sections 53 and 54,
hereby take for said Town the following described land:

DESCRIPTION OF PROPERTY

(ACCOUNT # 60 0 94)

(The description must be sufficiently accurate to identify the property and must agree with the notice of taking.
In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

Property Address: 29 ASPEN ST

Description of Parcel: A parcel of land with any buildings thereon,
containing about 0.107 AC being described as parcel 60 0 94
in the office of the Assessors, Town of Ware identified
in book and page 11658-142, Hampshire Registry of Deeds.

This land is taken because taxes as defined Chapter 60, Section 43 assessed on the property to
ELIZONDO LUIS G
for the fiscal year 2016, were not paid within 14 days after a demand for payment was made on
ELIZONDO LUIS G
on May 20, 2016. After notice of intention to take the land was given as required by law, they remain
unpaid along with interest and incidental expenses and costs to the date of taking as follows:

FISCAL YEAR 2016		
REAL ESTATE TAXES REMAINING UNPAID.....	\$	849.73
REAL ESTATE INTEREST TO DATE OF TAKING.....	\$	139.84
DISTRICT TAXES REMAINING UNPAID.....	\$	0.00
DISTRICT INTEREST TO DATE OF TAKING.....	\$	0.00
INCIDENTAL EXPENSES, COSTS, CHARGES TO DATE OF TAKING	\$	156.32
TOTAL FOR WHICH LAND IS TAKEN.....	\$	1145.89

Maura O'Connor

Signature of Collector of Taxes
Maura O'Connor

Executed as a sealed instrument on December 18, 2017
This instrument must be filed for record or registration within 60 days from its date.

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire

Date: 12/19/17

On this 19 day of December, 2017, before me, the undersigned notary public, personally
appeared Maura O'Connor, proved to me through satisfactory evidence of identification,
which were DIVERS License, to be the person whose name is signed on the attached
document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Collector of Taxes
for the City/Town of Town of Ware

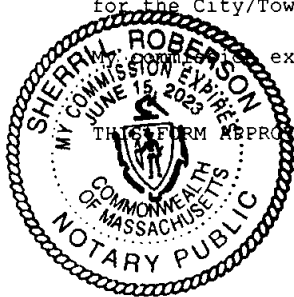
Owen [Signature]

Signature of Notary Public

Sherril L Roberson

Printed/Typed Name of Notary Public

expires 6/15/23



THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

ATTEST: HAMPSHIRE, *Mary Colberdes*, REGISTERED
MARY COLBERDES

**EXHIBIT B
(INSTRUMENT OF ASSIGNMENT)**

Hampshire County Registry of Deeds
Electronically Recorded Document

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Document Number	: 4658
Document Type	: ASM
Recorded Date	: February 26, 2021
Recorded Time	: 12:45:40 PM
Recorded Book and Page	: 13994 / 107
Number of Pages(including cover sheet)	: 3
Receipt Number	: 374554
Recording Fee	: \$105.00

Hampshire County Registry of Deeds
Mary Olberding, Register
60 Railroad Avenue
Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

This instrument must be filed for record or registration within 60 days from its date-

State Tax Form 431
Revised 5/2004

G.L.Ch 60 §52

COMMONWEALTH OF MASSACHUSETTS

Town of Ware

Office of the Treasurer

INSTRUMENT OF ASSIGNMENT

I, Erica Brunell, Treasurer of the Town of Ware, hereby assign to Tallage Brooks, LLC the tax title securing the taxes and charges on the parcel described below, which tax title was created by an Instrument of Taking dated 12/18/2017 and filed for record/registration with the Hampshire County Registry of Deeds in Book 12839, Page 292.

The assignment is for the amount of the winning bid at an auction held on February 11, 2021, plus interest accruing since the date of the auction. The total is \$12,001.54, consisting of the principal amount of \$9,571.18, accrued interest and fees to the date of the auction of \$2,430.36, accrued interest since the date of the auction of \$0.00, and premiums of \$0.00, the receipt of which sums is hereby acknowledged. The principal amount and the accrued interest and fees to the date of the auction, together, represent the sum for which the property could have been redeemed on the auction date.

DESCRIPTION OF PROPERTY

ABOUT 0.107 ACRES OF LAND WITH ANY BUILDINGS LOCATED AT 29 ASPEN STREET BEING DESIGNATED ON ASSESSOR'S PLAN AS MAP 60 BLOCK 0 LOT 94 AND NOW OR FORMERLY OWNED BY SAID ELIZONDO LUIS G. DEED REFERENCE: BOOK 11658 PAGE 142.

On January 4, 2021 notice of the intended assignment was sent to the owner(s) of records as follows:

<u>NATHANIEL A LAMORE</u>	<u>29 ASPEN ST</u>	<u>WARE, MA 01082</u>
<u>NATHANIEL A LAMORE</u>	<u>49 DUNHAM ST. APT 7</u>	<u>ATTLEBORO, MA 02703</u>

Notice was also given by publication in the Ware River News on January 21, 2021 and was posted at the Police Department and Post Office in the Town of Ware.

An extension of time within which foreclosure proceedings may not be instituted was NOT GRANTED.

Executed as a sealed instrument February 23, 2021

Erica M Brunell
Erica Brunell, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, s.s.

FEBRUARY 23, 2021

On this 23rd day of February, 2021, before me, the undersigned notary public, personally appeared Erica Brunell, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as Treasurer for the Town of Ware.

Before me, *Mary L. Midura*
, Notary Public

My Commission expires



MARY L. MIDURA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 14, 2022

Redemption of this Tax Title can be accomplished through payment of the amount needed to redeem to the holder of this Tax Title or through the Town of Ware pursuant to M.G.L. Ch 60 §63.

LOCATION: 29 ASPEN ST
BOOK/PAGE: 11658-142
PARCEL ID: 60-0-94

TOWN OF WARE

Chapter 60 §52 Assignment Sale

FEBRUARY 11, 2021

PURCHASER'S STATEMENT – PURSUANT TO CH 60 §47

RESIDENT - WARE

Name:

Address:

Town/State/Zip:

Telephone Number:

Signature: _____

NON-RESIDENT

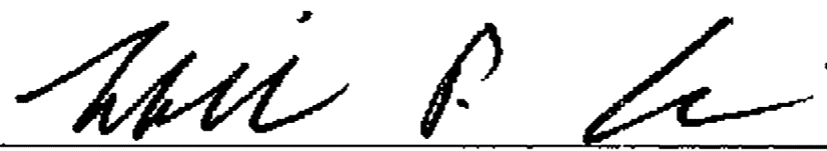
Name: TALLAGE BROOKS, LLC

Address: 165 TREMONT STREET, SUITE 305

Town/State/Zip: BOSTON, MA 02111

Telephone Number: 617-543-7314

Signature: _____



William Phillip Cowin as Managing Member

AGENT AUTHORIZED TO RELEASE LAND

Name/Address: Faith Dulak / 234 West Street, Ware, MA 01082

Telephone Number: 413-218-3574

This statement must be filed with the Town Treasurer and with the Hampshire County Registry of Deeds

EXHIBIT C
(JUDGMENT IN TAX LIEN FORECLOSURE ACTION)


Hampshire County Registry of Deeds
Electronically Recorded Document

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Document Number	: 5510
Document Type	: JUD
Recorded Date	: April 20, 2023
Recorded Time	: 01:17:01 PM
Recorded Book and Page	: 14842 / 17
Number of Pages(including cover sheet)	: 2
Receipt Number	: 413025
Recording Fee	: \$105.00

Hampshire County Registry of Deeds
Mary Olberding, Register
60 Railroad Avenue
Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

[SEAL]

JUDGMENT IN TAX LIEN CASE	DOCKET NUMBER 21 TL 000206	Commonwealth of Massachusetts Land Court Department of the Trial Court	
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CASE NAME

Tallage Brooks, LLC _____, Plaintiff(s)

v.

Nathaniel A. Lamore _____, Defendant(s)

After consideration by the Court, it is **ADJUDGED** and **ORDERED** that all rights of redemption are forever foreclosed and barred under the following instruments:

Land Type	Instrument Date	Book Number	Page Number	Document Number	Certificate of Title Number
Recorded	12/18/2017	12839	292		

This Judgment must be recorded and/or registered by the Plaintiff in the appropriate Registry of Deeds and/or Registration District pursuant to G. L. c. 60, § 75.

By the Court: Deborah J. Patterson

Attest:

**A TRUE COPY
ATTEST:**

Deborah J. Patterson
RECORDER

Deborah J. Patterson

DATE ENTERED: 04/13/2023	RECORDER: Deborah J. Patterson
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EXHIBIT D
(SALE OF REAL ESTATE OBTAINED THROUGH TAX TITLE FORECLOSURE)

SALE OF REAL ESTATE OBTAINED THROUGH TAX TITLE FORECLOSURE
29 ASPEN STREET, WARE, MA, Assessor's Map 60, Lot 94

By virtue of the Judgment in Tax Lien Case issued by the Massachusetts Land Court in case docketed as 21 TL 000206, in favor of Tallage Brooks, LLC ("Tallage"), foreclosing the right of redemption of Nathaniel A. Lamore and Jacob Richard, dated April 13, 2023 and recorded with the Hampshire County Registry of Deeds in Book 14842, Page 17, which tax title account was perfected by Instrument of Taking executed by the Town of Ware dated December 18, 2017 and recorded with said Deeds in Book 12839, Page 292 and assigned to Tallage by Instrument of Assignment dated February 23, 2021 and recorded with said Deeds in Book 13994, Page 107 for the following property as described in said Instrument of Taking:

A parcel of land with any buildings thereon, containing about 0.107 AC being described as parcel 60 0 94 in the office of the Assessors, Town of Ware identified in book and page 11658-142, Hampshire Registry of Deeds.

The Property will be sold at Public Auction conducted by Sullivan & Sullivan Auctioneers, LLC at 1 P.M. on the 2nd day of May, 2024 at the Property.

Terms of sale: It is the responsibility of each bidder to research the Property and form his/her/their own opinions about the Property. Property will be conveyed by Release Deed. Seller will make no representations as to building code/zoning compliance, buildability of lots, easements, encroachments, restrictions, covenants, public assessments/betterments, utilities, title, etc. Potential bidders who have signed the required waiver will be permitted on site to conduct physical inspection of the Property one hour prior to the start of auction. Buyer will be responsible for any and all outstanding taxes/municipal liens/amounts owed to the municipality on the property. Property will be sold subject to tenancies or rights of parties in possession now or at the time of said Auction which are subject to said Judgment, to rights or claims in personal property of former owners, tenants or former tenants located on the Property, and to laws and ordinances including, but not limited to, all environmental, building and zoning laws and ordinances. This is a live auction. You must attend in person or have a Power of Attorney attend and participate for you. Auction registration will be at Auction site before the start of the Auction. If attending multiple auctions, bidder must have a separate \$5,000.00 bank check designated for this Property, made payable to the person attending the Auction. Property will be sold subject to confirmation. Confirmation will be immediate. Winning bidder will be required (1) to endorse \$5,000.00 bank check over to Escrow Agent immediately, (2) sign two copies of the Memorandum of Sale (Purchase & Sale Agreement)(one copy to be retained by winning bidder), and (3) to make payment in full, by bank check or wire, within 30 days of Auction. Purchaser shall be responsible for payment of all recording fees and deed stamps. There will be a 5% buyers premium added to the high bid for the Property. In the event that the successful bidder at the Auction shall default in purchasing the Property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the Auction, Tallage reserves the right to sell the Property to the second highest bidder, provided that the required deposit is deposited with the Escrow Agent within ten (10) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within forty-five (45) days of said written notice. Tallage reserves the right to bid at the Auction, to reject any and all bids, to continue the Auction and to amend the terms of the sale by written or oral announcement made before or during the Auction. If seller is unable to convey title for any reason, the winning bidder shall be entitled only to a return of the deposit paid. The winning bidder shall have no further recourse against the Tallage, its attorneys or agents, or auctioneers.

Other terms to be announced at the sale. See Sullivan-auctioneers.com for additional information. 617-350-7700.

/s/ William Phillip Cowin, Manager of Tallage Brooks, LLC
Present owner by virtue of tax lien foreclosure judgment.

**EXHIBIT E
(RELEASE DEED)**

29 Aspen Street, Ware, Massachusetts

RELEASE DEED

TALLAGE BROOKS, LLC, a Massachusetts limited liability company having a principal place of business at 165 Tremont Street, Suite 305, Boston, Massachusetts,

FOR CONSIDERATION OF _____ Dollars (\$ _____),

RELEASES TO _____,

any and all of its right, title, and interest and in the following property:

A parcel of land with any buildings thereon, containing about 0.107 AC being described as parcel 60 0 94 in the office of the Assessors, Town of Ware identified in book and page 11658-142, Hampshire Registry of Deeds.

For Grantor’s title, see: (a) Instrument of Taking dated December 18, 2017 and recorded with the Hampshire County Registry of Deeds in Book 12839, Page 292, (b) Instrument of Assignment dated February 23, 2021 and recorded with said Registry of Deeds in Book 13994, Page 107, and (c) Judgment in Tax Lien Case issued by the Massachusetts Land Court dated April 13, 2023 and recorded with said Registry of Deeds in Book 14842, Page 17.

The Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

In witness whereof, Tallage Brooks, LLC has caused these presents to be signed in its name and behalf by William Phillip Cowin, its manager, duly authorized on this ___ day of _____, 2024.

TALLAGE BROOKS, LLC

By: _____
William Phillip Cowin, Manager
Duly authorized

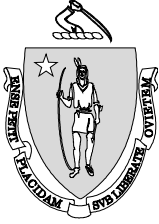
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared William Phillip Cowin, as manager of Tallage Brooks, LLC, proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, to be the person whose name is signed on this document, in my presence, and who executed the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company.

Notary Public

EXHIBIT F



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either delead or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clPPP.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit delead. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

What is lead poisoning? How do children become lead poisoned?

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

What are the symptoms of lead poisoning? How is it detected?

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

What is the treatment for lead poisoning?

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

Are children under six years old the only ones at risk of lead poisoning?

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove leaded paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

Can I do some of the deleading myself?

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

Is there financial help for deleading?

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

Does deleading improve the value of my property?

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally delead home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

What surfaces must be delead for full compliance with the Massachusetts Lead Law?

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- * any peeling, chipping or flaking lead paint, plaster or putty;
- * intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- * intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

What is interim control?

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully delead. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be delead, if a child under six still lives there, for the owner to remain free of strict liability.

Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it delead or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

How do I get a lead inspection or risk assessment?

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

What is the best time to delead or undertake interim control?

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

What is a Letter of Compliance and a Letter of Interim Control?

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner

fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

RENTAL PROPERTY INFORMATION

What liability do rental property owners have if they don't comply with the state Lead Law?

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume to risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

Must a landlord arrange temporary housing for a tenant while a rental home is being delead?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is

necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being deleaded. During the time the home is being deleaded, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

What is tenant notification?

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

INSURANCE INFORMATION

How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of

the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deeded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

What happens next?

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings

among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

Where can I get more information on lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, and full range of information on owners' and tenants' rights and responsibilities under the state Lead Law, financial help for owners, safe renovation work, and soil testing)
www.mass.gov/dph/clppp
(781)-774-6611, 1-800-532-9571

Department of Labor/
Division of Occupational Safety
(List of licensed deleadors)
www.mass.gov/dos
(617)-626-6962

Massachusetts Housing Finance Agency
(Get the Lead Out loan program information)
www.masshousing.com
(617)-854-1000

U.S. Environmental Protection Agency
Region 1 (New England)
(Information about federal laws on lead)
<http://www.epa.gov/region1>
(617)-918-1524

National Lead Information Center
(lead poisoning information or lead in consumer products)
www.epa.gov/lead or 1-800-424-LEAD Massachusetts

U.S. Consumer Product Safety
Commission (Info about lead in consumer products)
www.cpsc.gov or 1-800-638-2772

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).
 - (ii) x 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 (circle documents below).
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
 - (ii) x 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 circled 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 obligation 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.

Seller	Date	Seller	Date
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Purchaser

Date

Purchaser

Date

Agent
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Date

Agent

Date