

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (this "**Amendment**") is dated this 28th day of January, 2021 (this "**Second Amendment Effective Date**"), and is entered into by **SANTANDER BANK, N.A.**, formerly known as Sovereign Bank, N.A., a national banking association ("**Seller**"), and **REID A. DUNN** ("**Buyer**").

WHEREAS, Seller and Buyer entered into a Purchase and Sale Agreement dated July 31, 2020, as amended by an Extension of Time for Performance dated October 30, 2020 and an Amendment to Purchase and Sale Agreement dated December 23, 2020 (as amended, the "**Agreement**"), for the real property located at and known as 75 Main Street and 16 Union Street, Vineyard Haven, Massachusetts, as more particularly described in the Agreement;

WHEREAS, the Closing Date, as that term is defined in the Agreement, is scheduled for January 29, 2021, subject to rights of extension as more particularly set forth in the Agreement;

WHEREAS, Seller is prepared to close under the Agreement, and Buyer has requested an extension of the Closing Date; and

WHEREAS, Seller and Buyer desire to (i) extend the Closing Date, and (ii) amend the Agreement in certain other respects.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. Unless otherwise specifically set forth in this Amendment, all capitalized terms in this Amendment shall have the same meaning as set forth in the Agreement.
2. The Closing Date shall be extended to February 26, 2021, time remaining of the essence. Buyer shall have a right to extend the Closing Date to March 31, 2021, provided that, on or before February 26, 2021, Buyer (a) delivers written notice to Seller setting forth Buyer's election to extend Closing Date, and (b) pays Seller \$25,000.00, which amount shall be credited against the Purchase Price if the Closing is consummated but shall otherwise be deemed non-refundable and fully earned by Seller except in the event that Seller is unable or unwilling to perform its obligations under the Agreement at the Closing.
3. Buyer shall have a right to extend the Closing Date a second time to a date not later than April 30, 2021, provided that, on or before March 31, 2021, Buyer (a) delivers written notice to Seller setting forth Buyer's election to extend the Closing Date, and (b) pays Seller \$25,000.00, which amount shall be credited against the Purchase Price if the Closing is consummated but shall otherwise be deemed non-refundable and fully earned by Seller except in the event that Seller is unable or unwilling to perform its obligations under the Agreement at the Closing.
4. In the event that Buyer elects to extend the Closing Date beyond March 31, 2021, the purchase price, as set forth in paragraph 3.1 of the Agreement shall increase by \$25,000.00 to Two Million Five Hundred Twenty-five Thousand and 00/100 (\$2,525,000.00) Dollars.

5. Prior to the Closing Date, as it may be extended, Buyer shall periodically provide Seller with reasonable updates of Buyer's progress to be ready, willing and able to close, including the status of any permit application filed by Buyer and affecting the Premises, each periodic update to be no more than fourteen calendar days from the last update.

6. Notwithstanding anything contained in this Amendment to the contrary, Seller's obligation to perform at the Closing shall remain subject to those matters set forth in Section 10.2 of the Agreement. If Seller terminates the Agreement due to any condition in Section 10.2 not being met, the Deposit shall be returned to Buyer.

7. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one in the same instrument. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

8. Apart from the amendments set forth above, the Agreement remains in full force and effect.

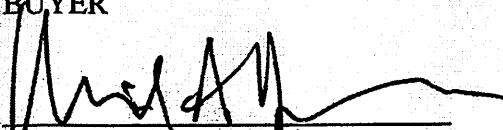
[SIGNATURES ON NEXT PAGE]

The parties have executed this Amendment under seal as of the Amendment Effective Date.

SELLER
SANTANDER BANK, N.A.

By: Michael Kuronen
Name: Michael Kuronen
Title: SVP Retail Property 1/28/2021

BUYER


Reid A. Dunn 1/28/21