PURCHASE AND SALE AGREEMENT

| | | | Ecc. 1. D.1 |
|--|--|--|---|
| · | Effective Date is define | ed in Paragraph 24 of this Agr | reement. |
| PARTIES: This Agreement is made between | | | |
| | | | ("Buyer") and ("Seller"). |
| 2. DESCRIPTION: Subject to the terms and conditions hereina part of; If "part of" see para. 26 for explanation) the property | after set forth, Seller s | agrees to sell and Buy | er agrees to buy (all |
| County of, State of Maine, loc described in deed(s) recorded at said County's Registry of Deeds | ated at | | and |
| described in deed(s) recorded at said County's Registry of Deeds | Book(s) | , Page(s) | · · |
| 3. FIXTURES: The Buyer and Seller agree that all fixtures, included and/or blinds, shutters, curtain rods, built-in appliances, heating stoves, sump pump and electrical fixtures are included with the selections. | sources/systems inclu | ding gas and/or keroser | ne-fired heaters and wood |
| Seller represents that all mechanical components of fixtures will | be operational at the ti | me of closing except: _ | · |
| 4. PERSONAL PROPERTY: The following items of personal condition with no warranties: | | | additional cost, in "as is" |
| Seller represents that such items shall be operational at the time of | of closing, except: | | · |
| 5. PURCHASE PRICE: For such Deed and conveyance Buyer ag | | | |
| Buyer has made; or will make within business | | | |
| \$ If said deposit is to be made after offer shall be void and any attempted acceptance of this offer in | | | |
| Buyer agrees that an additional deposit of earnest money in the a | | | |
| Failure by Buyer to make this a | additional deposit in co | ompliance with the above | ve terms shall constitute a |
| default under this Agreement. The remainder of the purchase pr Deed. | ice shall be paid by a | certified or cashier's ch | neck upon delivery of the |
| This Purchase and Sale Agreement is subject to the following con- | nditions: | | |
| 6. EARNEST MONEY/ACCEPTANCE: | | | ("Agency") shall hold |
| 6. EARNEST MONEY/ACCEPTANCE: said earnest money and act as escrow agent until closing; this off | er shall be valid until | 41: | (date) |
| to Buyer. In the event that the Agency is made a party to any la recover reasonable attorney's fees and costs which shall be assess | ent of non-acceptance awsuit by virtue of act | ing as escrow agent, A | gency shall be entitled to |
| 7. TITLE AND CLOSING: A deed, conveying good and mere the Maine Bar Association shall be delivered to Buyer and this execute all necessary papers on | s transaction shall be of this paragraph, then Stess otherwise agreed to any title defect during the seller is unable to real and void in which of | closed and Buyer shall or before, if agreed in vi- beller shall have a reaso o in writing by both Bu g such period. If, at the emedy the title, Buyer | pay the balance due and writing by both parties. If mable time period, not to yer and Seller, to remedy e later of the closing date may close and accept the |
| 8. DEED: The property shall be conveyed by a encumbrances except covenants, conditions, easements and rescontinued current use of the property. | strictions of record w | deed, and shall hich do not materially | be free and clear of all and adversely affect the |
| 9. POSSESSION, OCCUPANCY, AND CONDITION: Unless free of tenants and occupants, shall be given to Buyer immedi possessions and debris, and in substantially the same condition a right to view the property within 24 hours prior to closing for same condition as on the date of this Agreement. 2006 Page 1 of 4 - P&S Buyer(s) Initials | ately at closing. Said as at present, exceptin the purpose of determ | premises shall then be g reasonable use and w | broom clean, free of all year. Buyer shall have the |
| Remax By The Bay 970 Baxter Boulevard, Portland ME 04103 | | (207) 773-2345 Fax: (207) 7 | 773-2525 T8332340.ZFX |

| premises prior to refunded | shall be assumed solely by the Se closing. If the premises are dama | ller. Seller shall keep ged or destroyed price | the premises insured agains or to closing, Buyer may e | risk of loss, damage, or destruction of st fire and other extended casualty risks ither terminate this Agreement and be er with an assignment of the insurance |
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| fees, (other water and closing. If unpaid taxtaxes asset | er)d sewer will be paid through the d Real estate taxes shall be prorated a xes for prior years. If the amount of | . The day of clate of closing by Sell as of the date of closin said taxes is not know reapportionment as so | osing is counted as a Seller er. Fuel in tank shall be pag (based on municipality's an at the time of closing, the on as the new tax rate and v | te of closing: collected rent, association day. Metered utilities such as electricity, id by Buyer at cash price as of date of iscal year). Seller is responsible for any a shall be apportioned on the basis of the aluation can be ascertained, which latter State of Maine. |
| seek info | OPERTY DISCLOSURE FORM: Formation from professionals regardiand is not part of this Agreement. | Buyer acknowledges r ng any specific issue o | eceipt of Seller's Property or concern. The disclosure i | Disclosure Form and is encouraged to s not a warranty of the condition of the |
| makes no | JE DILIGENCE: Buyer is encourage warranties regarding the condition lowing investigations, with results be | n, permitted use or va | lue of Sellers' real or perso | ng any specific issue or concern. Agent nal property. This Agreement is subject |
| TY. | PE OF INVESTIGATION YES NO | RESULTS REPORTED TO SELLER | TYPE OF INVESTIGAT | ION YES NO RESULTS REPORTED TO SELLER |
| b. c. d. e. | General Building Chimney Level II Environmental Scan Sewage Disposal Water Quality (including but not limited to radon, Water Quantity Air Quality (including but not limited to asbest | Within d | ays i. Lead Paint ays j. Arsenic Treated W ays k. Pests ays l. Pool m. Zoning ays n. Flood Plain ays o. Code Conformanc | Within days Within days Yood Within days |
| other con writing w other con voiding t waived. I waived by condition Buyer, So terminate | ndition specified herein is unsatisfativithin the specified number of days addition specified herein is unsatisfation the Agreement, Buyer must do so if Buyer does not notify Seller that a y Buyer. In the absence of investign of the property. Since the determineller's signature on this Agreement | actory to Buyer, Buyers, and any earnest more tory to Buyer in Buyer to full resolution with an investigation is unsation(s) mentioned about the shall constitute writing and Seller agrees to | r will declare the Agreemency shall be returned to Buster's sole discretion, and Buster's sole discretion, and Buster's the time period set for attisfactory within the time pove, Buyer is relying completility of the results of the abotten authorization to release | ion. If the result of any investigation or nt null and void by notifying Seller in yer. If the result of any investigation or er wishes to pursue remedies other than h above; otherwise this contingency is eriod set forth above, this contingency is tely upon Buyer's own opinion as to the ove investigations rests exclusively with the earnest money to Buyer if Buyer ne earnest money harmless for returning |
| 14. HC Program | DME SERVICE CONTRACTS: At to be paid by Seller Buyer a | closing, the property at a price of \$ | will will not be co | overed by a Home Warranty Insurance |
| a. b. c. d. e. | Buyer to provide Seller with letter information, is qualified for the load fails to provide Seller with such less shall be returned to Buyer. Buyer to provide Seller with loar within | r obtaining a % and a ger from lender showing a requested within etter within said time per commitment letter for days of the Effective and period, Seller may should have the proving and directs its lender to bligated to notify Seller financing. Any failured lender the proving the period of the proving and directs its lender to bligated to notify Seller financing. Any failured lender the period of the p | loan of | of the purchase price, at an years. Dilication and, subject to verification of fective Date of the Agreement. If Buyer this Agreement and the earnest money uyer has secured the loan commitment uyer fails to provide Seller with this loan nat this Agreement is terminated three ent letter before the end of the three-day the earnest money shall be returned to the Buyer's loan application to Seller or diffies Buyer that it is unable or unwilling within two business days of receipt by |
| 2006 | actual pre-paids, points and/or clos | sing costs, but no more | than allowable by Buyer's l | ender. |

| g. Buyer's ability to obtain finance h. Buyer may choose to pay case shall no longer be subject to void. | h instead of ol | otaining financing. If | so, buyer shall r | notify seller in | writing and the | Agreement |
|---|---|--|---|---|---|---|
| 16. AGENCY DISCLOSURE: Buyer an | nd Seller ackno | wledge they have been | n advised of the | following relat | ionships: | |
| | of | | | is a Selle | r Agent Ruse | er Agent |
| Licensee | _ 01 | Agency | | Disc I | Dual Agent Trans | action Broker |
| Laura & Michael Sosnowski Licensee | _ of | Remax By the I | Bay | is a Selle | r Agent 🕱 Buye | r Agent |
| Licensee | | Agency | | Disc I | Dual Agent Trans | action Broker |
| If this transaction involves Disclosed E hereby consent to this arrangement. In Agency Consent Agreement. | | | | | | |
| 17. MEDIATION: Except as provided addressed in this Agreement shall be su Buyer and Seller are bound to mediate mediation, then that party will be liable the party who refused to go to mediation. Earnest money disputes subject to the ju | ubmitted to me in good faith for the other p on loses in tha | ediation in accordance and pay their respect arty's legal fees in any t subsequent litigation | e with the Maine ive mediation fe y subsequent litig n. This clause sh | Residential R es. If a party of gation regardinal survive the | eal Estate Media does not agree fing that same matte | tion Rules. rst to go to er in which |
| 18. DEFAULT: In the event of default termination of this Agreement and forfe legal and equitable remedies, including Agency acting as escrow agent has the either Buyer or Seller. | eiture by Buyer without limit | of the earnest money ation, termination of t | this Agreement a | a default by S and return to E | eller, Buyer may Buyer of the earn | employ all est money. |
| 19. PRIOR STATEMENTS: Any reprecompletely expresses the obligations of | esentations, sta the parties. | tements and agreeme | nts are not valid | unless contain | ned herein. This | Agreement |
| 20. HEIRS/ASSIGNS: This Agreement of the Seller and the assigns of the Buye | | o and be obligatory up | pon heirs, person | al representati | ves, successors, a | ınd assigns |
| 21. COUNTERPARTS: This Agreeme same binding effect as if the signatures of | ent may be sig were on one in | gned on any number of strument. Original or | of identical cour faxed signatures | nterparts, such are binding. | as a faxed copy | , with the |
| 22. ADDENDA: Lead Paint - \(\sumsymbol{\substack}\) Explain: | | | | | | |
| The Property Disclosure Form is not an | addendum and | not part of this Agree | ment. | | | |
| 23. SHORELAND ZONE SEPTIC SYSthe Shoreland Zone. If the property does closing indicating whether the system has | s contain a sept | ic system located in the | ne Shoreland Zor | ne, Seller agree | | |
| 24. EFFECTIVE DATE/NOTICE: An providing the required notice, communic be effective upon communication, verband when that fact has been communic expressly set forth to the contrary, the use Effective Date as noted on Page 1 of the Eastern Time on the last day counted. | cation or docur ally or in writi ated. Agent is | nentation to the party ng. This Agreement is authorized to comple | or their agent. We a binding control to Effective Date | Tithdrawals of cact when signer on Page 1 of | offers and counter ed by both Buyer f this Agreement. | roffers will and Seller Except as |
| 25. CONFIDENTIALITY: Buyer and appraisers, inspectors, investigators and and Seller authorize the lender and/or oparties and their agents prior to, at and a | l others involve closing agent p | ed in the transaction nareparing the closing s | ecessary for the | purpose of clo | sing this transact | tion. Buyer |
| 26. OTHER CONDITIONS: | | | | | | |
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| | | | | | | |

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

| listing agent to the Seller. | | | |
|--|--|---|---------------------------------|
| Buyer's Mailing address is | | | · |
| | | | |
| BUYER | DATE | BUYER | DATE |
| Seller accepts the offer and agree agrees to pay agency a commission | es to deliver the above-described pron for services as specified in the li | operty at the price and upon the testing agreement. | ms and conditions set forth and |
| Seller's Mailing address is | | | · |
| SELLER | DATE | SELLER | DATE |
| COUNTER-OFFER: Seller agree | ees to sell on the terms and condition | ns as detailed herein with the follow | wing changes and/or conditions: |
| | | | |
| | | | |
| | | re constitutes only an offer to sell on of such signature to Seller by (dat | |
| (time) A | | | |
| | DATE | | DATE |
| SELLER | DATE | SELLER | DATE |
| The Buyer hereby accepts the cou | inter offer set forth above. | | |
| wyy | | | |
| BUYER | DATE | BUYER | DATE |
| EXTENSION: The time for the p | performance of this Agreement is e | xtended until | |
| | | | DATE |
| BUYER | DATE | SELLER | DATE |
| BUYER | DATE | SELLER | DATE |



