

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of MAY 1, 2015 (the "Effective Date"), by and between **RICHARD K. RENNER**, an individual with a mailing address of 35 Pleasant Street, Portland, Maine 04101 ("Seller"), and **LAUREN J. REITER AND NEIL A. REITER**, individuals with a mailing address of 56 Fox Lane, P.O. Box 275, Brooklin, Maine 04616 or their assigns (collectively, "Buyer").

**1. Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Buyer agrees to purchase and pay for all of Seller's right, title, and interest in and to the following property (collectively referred to herein as the "Premises"):

A certain lot or parcel of land located at 35 Pleasant Street and 6 South Street in Portland, Cumberland County, Maine, known as Pleasant Street Lofts, pursuant to a certain Declaration of Condominium of Pleasant Street Lofts, recorded in the Cumberland County Registry of Deeds in Book 30422, Page 283 (the "Declaration"), including all units, structures and improvements thereon, and together with all Declarant, Special Declarant, and Development Rights as defined in the Declaration, if any, and together with all of Seller's rights as Landlord under that certain Lease Agreement with Heather and Linden Frederick as Tenant (the "Lease"), in the event the Lease is still in effect as of the Closing (as defined below). The custom-built cabinet currently located at the Premises is not included in the sale.

**2. Purchase Price.** The purchase price payable by Buyer for the Premises (the "Purchase Price") shall be [REDACTED] and shall be payable as follows:

(a) [REDACTED] shall be paid to Seller within five (5) business days after the Effective Date, which amount (the "Deposit") shall be held in escrow in an interest bearing account and disbursed by Seller only in accordance with the provisions hereof and shall be applied as part payment of the Purchase Price at Closing (as defined below); and

(b) The balance of the Purchase Price, subject to adjustment as provided herein, shall be paid by Buyer at Closing by certified, cashier's, or treasurer's check made payable to Seller or by electronic wire transfer in accordance with wiring instructions provided by Seller.

**3. Adjustments and Costs.** The following items shall be prorated, adjusted, and paid as follows:

(a) All applicable real estate taxes, utility charges and other charges and assessments affecting the Premises shall be apportioned between Seller and Buyer as of the Closing Date (as defined below). Seller shall be responsible for all such items for the period prior to and including the Closing Date.

(b) If applicable, all monthly rent and all other amounts payable under the Lease for the month in which the Closing occurs shall be prorated as of the Closing Date, with Seller receiving all rent under the Lease for the period through and including the Closing Date, and Buyer receiving all such rent for the period commencing after the Closing Date. Any security deposit paid under the Lease shall be assigned and transferred to Buyer at the Closing.

(c) Each party shall pay one-half of the Maine real estate transfer tax.

(d) Each party shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or otherwise provided for in this Agreement.

4. **Title.** Seller shall convey the Premises to Buyer by quitclaim deed with covenant (the "Deed"). Title to the Premises shall be conveyed subject to all easements, conditions, and restrictions of record, all zoning and land use restrictions, such municipal real estate taxes for the current tax year as are not due and payable as of the Closing Date, the Declaration, and the Post-Closing Lease (as that term is defined below). Buyer shall be responsible for the cost of any title insurance premium imposed in connection with any title insurance policy issued to Buyer and its lender.

5. **Due Diligence Deliverables.** Within ten (10) days of the Effective Date, Seller shall provide Buyer with copies of any and all surveys, title insurance policies, condominium documents, environmental reports, leases, and other contracts, if any, pertaining to the Premises.

6. **Inspection Contingency.** Buyer's obligations under this Agreement are subject to the following contingencies, which, if not met after good faith efforts, shall entitle Buyer to terminate this Agreement by giving Seller written notice of termination prior to the expiration of the time period specified, in which event the Deposit shall be refunded to Buyer and neither party shall be under any further obligations under this Agreement:

(a) Buyer or their agent conducting a detailed inspection of the physical condition of the Premises, including environmental conditions, which inspection shall have results acceptable to Buyer, in their absolute and sole discretion, within thirty (30) days from the Effective Date hereof.

(b) Buyer or their agent conducting a detailed inspection of the condition of the title to the Premises, including but not limited to any and all condominium documents and leases, which title review shall have results acceptable to Buyer, in their absolute and sole discretion, within thirty (30) days from the Effective Date hereof.

(c) Buyer or their agent conducting a detailed inspection of all applicable zoning and land use permits and requirements pertaining to the Premises, which title review shall have results acceptable to Buyer, in their absolute and sole discretion, within sixty (60) days from the Effective Date hereof.

After the Effective Date, Buyer and their agents shall have the right to enter upon the Premises at reasonable times and after reasonable prior notice to Seller, and to undertake such inspections. Any such entry shall be at Buyer's own risk and Buyer agrees to indemnify and hold Seller harmless from and against any property damage or personal injury or claim or lien against the Premises to the extent caused by any such access or inspection by Buyer or its representatives, excluding negligence or intentional acts of Seller. Buyer's obligations under the preceding sentence shall survive the Closing and the termination of this Agreement.

Buyer shall have the right throughout the term of this Agreement to take any actions which Buyer deems appropriate to obtain government licenses, permits or approvals ("Permits") to modify or

improve the Premises. Buyer will seek Permits in Buyer's name; provided, however, that Seller agrees to sign any applications or other forms for Permits if required by any governmental or regulatory body. Buyer shall be solely responsible for the content of any applications for Permits, i.e., Seller shall not be responsible or liable for the content of any such application. Buyer shall indemnify and hold Seller harmless from and against any and all losses, damages, liabilities, claims, and actions arising out of or in connection with Buyer's applications or other forms for permits filed in Seller's name. Buyer's obligations under the preceding sentence shall survive the Closing and the termination of this Agreement.

7. **Post-Closing Lease Agreement.** At Closing, Buyer and Seller shall enter into a lease agreement (the "Post-Closing Lease"), under which the Seller shall continue to occupy Unit 1 of the Premises (35 Pleasant Street) upon commercially reasonable terms to be mutually agreed upon by the parties, which terms shall include those set forth on Exhibit A attached hereto and incorporated herein.

8. **Further Encumbrances.** Seller covenants and agrees with Buyer that between the Effective Date and the Closing, Seller shall not dispose of any interest in the Premises, enter into any new leases affecting the Premises (other than the Post-Closing Lease), or enter into any other agreement relating to the Premises that would survive the Closing contemplated hereby.

9. **Closing.**

(a) The consummation of the transactions contemplated hereby (the "Closing") shall take place at the offices of Buyer's title company on September 30, 2015 (the "Closing Date"). Time is of the essence.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) Seller shall execute, have acknowledged, and deliver to Buyer and Buyer shall accept from Seller the Deed;

(ii) Seller shall provide confirmation that the Lease terminates as of September 30, 2015;

(iii) Seller shall execute and deliver to Buyer, and Buyer shall execute and deliver to Seller, the Post-Closing Lease;

(iv) Seller shall execute and deliver to Buyer an affidavit indicating that Seller is not a foreign person within the meaning of 26 U.S.C. § 1445, or in lieu thereof, Buyer shall be entitled to withhold and account for a portion of the Purchase Price as required by law unless another exemption applies;

(v) Seller shall execute and deliver to Buyer an affidavit indicating that Seller is a Maine resident, or in lieu thereof, Buyer shall be entitled to withhold and account for a portion of the Purchase Price as required by law unless another exemption applies;

(vi) Seller shall execute and deliver to Buyer usual and customary title affidavits as required by Buyer's title insurance company;

(vii) each party shall execute and deliver to the other a settlement statement in form and substance reasonably acceptable to the parties;

(viii) each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

(c) The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such agreement and obligations, if any, as are, by the terms of this Agreement, to be performed after the delivery of the Deed.

#### 10. Risk of Loss.

(a) Risk of loss to the Premises prior to the Closing shall be on Seller. If between the Effective Date and the Closing any material portion of the Premises is damaged by fire or other casualty, Buyer shall have the right to terminate this Agreement and have the Deposit returned by giving written notice to Seller on or before the Closing Date.

(b) If Buyer does not elect to terminate this Agreement pursuant to Section 9(a), Seller and Buyer shall perform their respective obligations under this Agreement and Seller shall (i) deliver to Buyer at the Closing any insurance proceeds or condemnation awards actually received by Seller as a result of any occurrence specified in Section 9(a) with respect to or allocable to the Premises; and (ii) assign to Buyer Seller's right, title, and interest in and to any insurance proceeds and condemnation proceeds allocable to the Premises which have not yet been received by Seller on the Closing Date, provided, however, that Seller shall in all events be entitled to retain any such proceeds to the extent the same exceed the Purchase Price.

#### 11. Remedies.

(a) If the purchase and sale of the Premises is not consummated in accordance with the terms and conditions of this Agreement due to default or breach on the part of Buyer, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages, provided, however, that the foregoing limitation on Seller's remedies shall not apply to any indemnification, defense, or hold harmless obligation of Buyer under Sections 6 and 18 of this Agreement.

(b) If the purchase and sale of the Premises is not consummated in accordance with the terms and conditions of this Agreement due to default or breach on the part of Seller, Buyer's sole remedy shall be to terminate this Agreement and receive from Seller the return of the Deposit and payment for the actual and verifiable costs incurred by Buyer as a result of such default, which costs may include but not be limited to reasonable fees and costs incurred after the expiration of the contingency period set forth in Section 6 above associated with the design and permitting of an addition to the Premises that conforms to zoning and other applicable codes and regulations (including the reasonable costs of architectural and professional services provided by Lauren J. Reiter) and reasonable legal fees ~~incurred after the expiration of the contingency period in Section 6 above in connection with the permitting of the Premises for Buyer's intended use.~~

12. Notices. Any notice relating in any way to this Agreement shall be in writing and shall be hand delivered, or sent by registered or certified mail, return receipt requested, or sent by

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recognized overnight courier service which provides evidence of delivery (such as FedEx) addressed to the party to receive such notice at the address set forth for such party in the first paragraph of this Agreement, and such notice shall be deemed delivered when so delivered by hand, or when so posted or when so deposited with such overnight courier. Either party may, by such manner of notice, substitute persons or addresses for the giving of notices under this Agreement.

13. **"AS IS" Condition.** Seller is making no representations or warranties concerning the condition of the Premises, including, without limitation, the environmental or physical condition thereof, or the compliance of the Premises with any laws, rules, or regulations, including, without limitation, environmental laws, rules or regulations, or the suitability of the Premises for their current use or Buyer's proposed use, or the status of the title thereto. Buyer expressly agrees that the Premises are being sold **"AS IS, WHERE IS", WITH ALL FAULTS**, and that Buyer is relying solely on its own opinions and the opinions of Buyer's agents and consultants as to the condition of the Premises, the compliance of the Premises with any and all laws, rules, and regulations, including without limitation environmental laws, rules, and regulations, the suitability of the Premises for their current use and Buyer's proposed use, and the status of the title to the Premises. Buyer does hereby forever release Seller of and from any and all liabilities, claims, causes of action, liability for contribution, and all other liabilities arising out of the condition of the Premises, including the presence of any underground oil storage facilities at the Premises, the compliance of the Premises with any laws, rules or regulations, the suitability of the Premises for its current use or Buyer's proposed use, and the status of the title to the Premises.

14. **Seller's Representations.** Seller represents and warrants to Buyer that (a) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of his obligations hereunder will not conflict with any agreement to which Seller is a party or by which Seller is bound; (b) there are no lawsuits currently pending against the Seller or the Premises; (c) Seller has received no notice of any eminent domain proceedings, nor of any special or betterment assessments contemplated against the Premises, and Seller has no knowledge of any of the foregoing; (d) Seller has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Premises oil, hazardous material, hazardous waste or hazardous substances (hereinafter collectively called "**Hazardous Substances**") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "**Applicable Environmental Laws**"), and Seller has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any Applicable Environmental Laws applicable to the Premises; and (e) Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "**Act**") and at the Closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true, both as of the date hereof and as of the Closing, and Seller shall take all actions as are required to make the foregoing representations true.

15. **Buyer's Representations.** Buyer represents and warrants to Seller that the following are true as of the Effective Date and will be true as of the Closing: (a) Buyer has the right, power, and authority to enter into this Agreement or to perform its obligations hereunder; and (b) and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder will not conflict with any agreement to which Buyer is a party or by which Buyer is bound.



It shall be a condition of Seller's obligation to close under this Agreement that all representations and warranties made by Buyer hereunder are true, both as of the date hereof and as of the Closing, and Buyer shall take all actions as are required to make the foregoing representations true.

**16. Residential Property and Lead Paint Disclosure.**

(a) Buyer acknowledges receipt of Seller's Property Disclosure Form. The disclosure is not a warranty of the condition of the Premises and is not part of this Agreement.

(b) If the Premises were built prior to 1978, Buyer and Seller shall complete the attached "Disclosure of Information on Lead-Based Paint and Lead-Based Hazards."

**17. Brokers.** Seller and Buyer warrant and represent to each other that they have not employed or engaged any real estate broker or agent in connection with the transaction contemplated by this Agreement. Each party agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorneys' fees, resulting from a breach of such party's representation or covenant contained in this Section. The provisions of this Section shall survive the Closing.

**18. Miscellaneous.**

(a) Any reference herein to time periods of less than seven days shall be computed to exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

(b) Any entry upon the Premises by Buyer shall be at Buyer's own risk and Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any property damage, personal injury (including death), or lien against the Premises directly or indirectly resulting from any such entry upon the Premises by Buyer or its agents, excluding negligence or intentional acts of Seller. Buyer's obligations under the preceding sentence shall survive the Closing and the termination of this Agreement.


(c) This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns. Buyer may assign this agreement to an entity owned or controlled by Buyer.

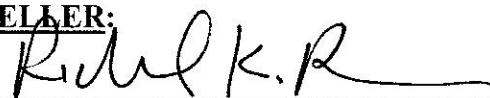
(d) All understandings, agreements, warranties and representations, either oral or in writing, heretofore between the parties hereto are merged into this Agreement. This Agreement fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by an instrument in writing signed by Seller and Buyer.


(e) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine without regard to or application of its conflicts of law principles. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single instrument.

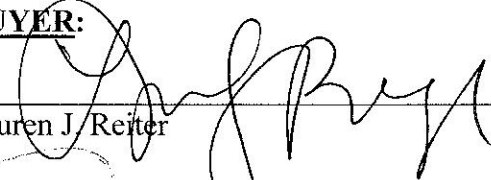
(f) In the event of a dispute arising out of or related to this Agreement, directly or indirectly, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including paralegal fees) related to said dispute and the enforcement of any judgment related thereto.

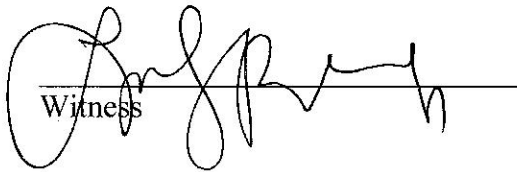
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


  
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Witness

**SELLER:**  
  
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Richard K. Renner

  
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Witness

**BUYER:**  
  
\_\_\_\_\_  
Lauren J. Reiter

  
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Witness

  
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Neil A. Reiter