

retention of the Deposit by Seller as a liquidated damages amount, should Seller elect that option as a result of Buyer's default is established as a good faith effort to predict that loss.

14. SELLER'S DEFAULT. If Seller fails to perform hereunder for any reason other than reasons specified in this Agreement as giving rise to a right in Seller to terminate the transaction contemplated herein, Buyer shall have the remedy of specific performance or shall otherwise be entitled to the prompt refund of the Deposit and these shall be Buyer's sole and exclusive remedies at law or in equity for any default by Seller under this Agreement.

15. ASSIGNMENT. Buyer shall have no right to assign this Agreement without the prior written consent of Seller and any purported assignment of this Agreement shall be voidable at the option of Seller without in any manner affecting Buyer's obligations hereunder.

16. ESCROW. Buyer understands that Drummond Woodsum & MacMahon are attorneys for Seller. In the event of a dispute regarding the funds held in escrow by Drummond Woodsum & MacMahon hereunder, Buyer agrees that Drummond Woodsum & MacMahon may continue to act as counsel for Seller, provided such escrowed funds are paid to a court or other neutral party if such dispute is not promptly resolved.

17. MISCELLANEOUS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the heirs and assigns of the parties hereto.

(b) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(c) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties. This Agreement may not be modified, waived or amended except in writing signed by the parties hereto. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the party to whom such notice is directed at the address first set forth above and such notice shall be deemed delivered when so posted. The parties may, by such manner of notice, substitute persons or addresses for notice other than those set forth above.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(g) Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the closing.

(h) This Agreement shall be governed by and its terms construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF the parties have executed this Agreement as of the ____ day of _____, 200__.

WITNESS:

Christopher P. Sarchi, Seller

Soc. Sec. No. _____

Kristi A. Sarchi, Seller

Soc. Sec. No. _____

_____, Seller

Soc. Sec. No. _____

_____, Seller

Soc. Sec. No. _____

NOTICE OF INTENT TO CONVERT

Christopher P. and Kristi A. Sarchi
16 Coveside Road
Cumberland, Maine 04110
207-781-5971

Certified Mail, Return Receipt Requested

October 27, 2005

Pat Shaw
199 Spring Street Apartment #6
Portland, Maine 04102

COPY

Re: 199 Spring Street, Portland, Maine
Apartment No. 6

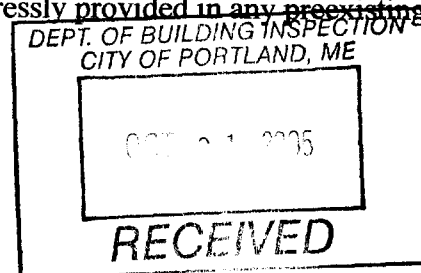
Dear Pat:

We are providing you with this Notice of Intent to Convert (the "Notice") pursuant to the requirements of Section 1604-111 of the Maine Condominium Act (the "Condominium Act") and Article VII of the Chapter 14 of the Portland Code of Ordinances (the "Condominium Conversion Ordinance") regarding the conversion of residential apartment buildings into condominiums.

We intend to convert our property at 199 Spring Street in Portland (the "Property") to a condominium pursuant to the Maine Condominium Act. Copies of the proposed Declaration of Condominium, the proposed Bylaws of the Association and the proposed Plat and Plans for the condominium are enclosed. Because you are a tenant in the Property, we are required under the Condominium Act and the Condominium Conversion Ordinance to provide you with notice of our intent to convert the Property to a condominium, to afford you a certain amount of time to vacate your apartment, to give you the opportunity to purchase your apartment following its conversion to a condominium unit, and to otherwise advise you of your rights under the Condominium Act and the Condominium Conversion Ordinance. This Notice is effective upon the date you receive it.

1. Notice to Vacate.

You will be required to vacate your apartment no later than August 1, 2006. We may not require you to vacate your apartment earlier than the Vacation Date except for the reasons specified in the Maine Forcible Entry and Detainer Act (14 M.R.S.A. §6001, et seq.) and in accordance with the procedures provided therein. The terms of your tenancy, including your rent, may not be altered during the notice period, except as expressly provided in any preexisting written lease.



2. Option to Purchase.

For sixty (60) days following your receipt of this Notice, we are required to grant you the exclusive and irrevocable option to purchase your apartment, which option may not be assigned by you to a third party. The terms and conditions pursuant to which we will agree to sell your apartment to you are set forth in the proposed Purchase and Sale Agreement enclosed herewith. If you intend to proceed with the purchase, we would ask that you contact us to discuss the details and procedures at your earliest convenience. If you do not purchase or enter into a contract to purchase your apartment during the sixty (60) day period, we may not convey or offer to convey your apartment to any other person during the following one hundred eighty (180) days at a price or on terms more favorable than the price or terms we have previously offered to you as set forth in the enclosed Purchase and Sale Agreement, unless the more favorable price or terms are first offered exclusively and irrevocably to you for an additional sixty (60) day period.

3. Relocation Assistance.

If you do not purchase your apartment, we are required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by us, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (Telephone: 874-8703).

4. Relocation Payments and Referrals.

If you do not purchase your apartment, we are required, prior to the Vacation Date, to make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months, provided that this requirement shall not apply if your gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this Notice received by you. Additionally, we are required, at your request, to provide you with assistance in the form of referrals to other reasonable accommodations and in determining your eligibility for relocation payments as described above.

If you should have any questions, please contact us by mail or telephone at the address or telephone number set forth above.

Sincerely,



Christopher P. Sarchi



Kristi A. Sarchi

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between CHRISTOPHER P. SARCHI and KRISTI A. SARCHI of Cumberland, Maine, whose mailing address is 16 Covese Road, Cumberland, Maine 04110 (collectively, "Seller") and Pat Shaw of Portland, Maine, whose mailing address is 199 Spring Street, Apartment 6, Portland, Maine 04101 (whether one or more, "Buyer"), who agree as follows.

1. PURCHASE AND SALE OF REAL ESTATE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller Unit No. 6 (hereinafter called the "Unit") in 199 Spring Street Condominium, a condominium (hereinafter called the "Condominium") located at 199 Spring Street in Portland, Cumberland County, Maine, together with (a) an undivided percentage interest in the Common Elements of the Condominium (hereinafter called "Common Elements"), and (b) such other rights and easements appurtenant to the Unit as are set forth in the Declaration of Condominium to be executed by the Seller and recorded in the Cumberland County Registry of Deeds prior to the closing hereunder (hereinafter, together with all exhibits thereto, called the "Declaration"). The Unit shall be conveyed together with the all fixtures therein, including but not limited to shades and/or blinds, shutters, curtain rods, electrical fixtures, together with the following appliances therein owned by Seller: stove, refrigerator, microwave and dishwasher.

2. WARRANTIES; STATUTE OF LIMITATIONS. Seller will provide Buyer with certain limited warranties regarding the Unit and the Common Elements as required under Section 1604-113 of the Maine Condominium Act as more fully set forth in the Limited Warranty Certificate attached hereto. At closing Seller will deliver to Buyer a copy of the Limited Warranty Certificate for the Unit executed by Seller, and Buyer agrees to execute the Limited Warranty Certificate at closing. Prior to the expiration of such two (2) year period, Seller will assign to the Executive Board of the Condominium, on behalf of the Unit owners of all Units, any guarantees from subcontractors or suppliers of materials with respect to the Condominium running in favor of Seller, to the extent that such guarantees are assignable. Seller will deliver to Buyer at closing any manufacturers warranties covering any appliances sold with the Unit except insofar as the same may be Common Elements. Buyer agrees to execute by separate instrument on or prior to the closing date and the delivery of the deed of the Unit an agreement to reduce, as permitted by Section 1604-115 (a) of the Maine Condominium Act, the statutory six (6) year limitation period for bringing warranty claims to two (2) years. No oral warranties, representations, statements or promises shall be considered a part of this Agreement or binding upon any party hereto.

3. PURCHASE PRICE. The purchase price for the Unit is ninety nine thousand (\$ 99,000) of which _____ (\$ _____) has been paid upon presentation of this Agreement by Buyer to Seller as an earnest money deposit (the "Deposit") and of which the receipt is acknowledged by Seller. The Deposit is to be held by Seller's attorneys, Drummond, Woodsum & MacMahon, 245 Commercial Street, P.O. Box 9781, Portland, Maine 04104-5081, in a non-interest bearing