

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CASCO HOLDINGS, LLC, a Massachusetts limited liability company with a place of business at 17 Bourbeau Terrace, Newburyport, Massachusetts, for consideration paid, grant to a company with a mailing address of SCARECROW AND THE FATMAN, LLC, a Massachusetts limited liability company with a principal office at 9 Drumlin Road, Ipswich, Massachusetts, with WARRANTY COVENANTS, the land in Portland, County of Cumberland and State of Maine, described below.

A certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Park Avenue, in the city of Portland, County of Cumberland and State of Maine, formerly 246 and 248 Portland Street on Goodwin's Revaluation Plans of the City of Portland, 1882 and now numbered 138 and 140 Park Avenue, said lot having a frontage on Park Avenue, a uniform width of fifty (50) feet, and a depth of one hundred (100) feet southerly from the southerly line of said Park Avenue, and being Lot numbered 17 in Section P on Plan recorded in the Cumberland County Registry of Deeds in Plan Book 3, Page 37.

Being the same premises conveyed to the Grantors herein by deed of COMMON GROUND PROPERTYIES, LLC, dated September 24, 2004 and recorded in said Registry of Deeds in Book 21831, Page 209.

IN WITNESS WHEREOF, the said CASCO HOLDINGS, LLC has caused this instrument to be executed by John Connolly, Jr., its Manager thereunto duly authorized, this 31st day of August, 2007.


Susan P Taylor
Witness

CASCO HOLDINGS, LLC
BY: *[Signature]*
John Connolly, Jr.
Its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

August 31, 2007

Then personally appeared CASCO HOLDINGS, LLC, by its duly authorized Manager, John Connolly, Jr. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said company.

 SUSAN P. TAYLOR
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 16, 2009

Before me,
Susan P Taylor
Susan P. Taylor, Notary Public

JUL 11 2007 9:49AM

OLD REPUBLIC TITLE

NO. 5046 P. 1

PURCHASE AND SALE AGREEMENT

July 8, 2007 Effective Date July 11, 2007

1. PARTIES: This Agreement is made between Carol Melle, Christopher Pecher (Buyer) and Coco Holdings LLC (Seller)

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy () all () part of: 17 "part of" see para. 26 for explanation) the property situated in municipality of Portland County of State of Maine, located at 181 Park Avenue and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2182 Page(s) 282

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or propane-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: None

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: 2 Stoves, 6 Refrigerators as viewed by the purchaser

Seller represents that such items shall be operational at the time of closing, except: None

5. PURCHASE PRICE: For each Deed and conveyance Buyer agrees to pay the total purchase price of \$ 695,000.00 Buyer () has made, or () will (make within business days of the date of this offer, a deposit of earnest money in the amount of \$ 20,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 210,000 will be paid AT THE CLOSING. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following condition: 6. EARNEST MONEY/ACCEPTANCE: Seller William Realty (Agency) shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 10, 2007 (date) 1:00 AM () PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on August 20, 2007 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, use of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broken down, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

July 2004 Page 1 of 4 - F&S Buyer(s) Initials Seller(s) Initials Old Republic Title Insurance Company 2007-553-1329



Kevin Cloutier

207-553-1329

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P. 2

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PROVISIONS: The following items, where applicable, shall be provided as of the date of closing: collected rent, association fees, (other) None. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be provided as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation are ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding hazards in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensors make no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	i. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	j. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	k. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	l. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	m. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	n. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
g. Air Quality (including but not limited to radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	o. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
h. Square Footage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	p. Code Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
				q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
				r. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so in full resolution within the time period set forth above; otherwise this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ 500.

15. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a nonrecourse loan of 99,000 % of the purchase price, at an interest rate not to exceed seven and one-half %, and amortized over a period of 30 years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 1000 toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.

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OLD REPUBLIC TITLE

Old Republic Title

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120 East Avenue

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NO. 5046 P. 3

- g. Buyer's ability to obtain financing is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify seller in writing and this Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Barry and Jane Smith of Old Republic Realty, Inc. is a Buyer Agent Seller Agent
 Licensee Agency Dual Agent Transaction Broker

Kevin Gloutier of Old Republic Realty is a Buyer Agent Seller Agent
 Licensee Agency Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Any cost money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written release from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless obtained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assignee of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No; Other - Yes No

Explain: The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide verification of closing including whether the system has had no malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notices, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee is authorized to complete Effective Date on page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensee, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensee prior to, at and after the closing.

26. OTHER CONDITIONS: The building will be free of all tenants at time of closing.

27. At time of closing, the house will be in broom clean condition, the lot will be free of all brush and debris, and the basement will be completely clear of all debris and personal property.

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Buyer(s) Initial(s) [Signature] Seller(s) Initial(s) [Signature]

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135 Park Avenue

g.p.d

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NO. 5046 P. 4

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 binding contract and shall be governed 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.

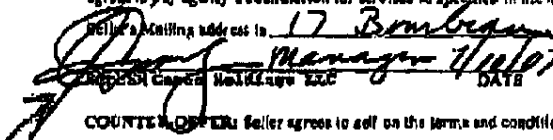
Buyer acknowledges that Maine law requires continuing interests in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is _____

	7/9/07		7/9/07
BUYER	DATE	BUYER	DATE
Carlos Mello		Christopher Sackee	

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 17 Bombardier Terrace, Northampton, MA

	7/11/07		
BUYER	DATE	SELLER	DATE
Joseph Cannon			

COUNTER OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER	DATE	SELLER	DATE
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The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
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EXTENSION: The time for the performance of this Agreement is extended until _____ DATE _____

BUYER	DATE	SELLER	DATE
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BUYER	DATE	SELLER	DATE
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128 Park Avenue