

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 100165

PERMIT ISSUED

MAR - 9 2010

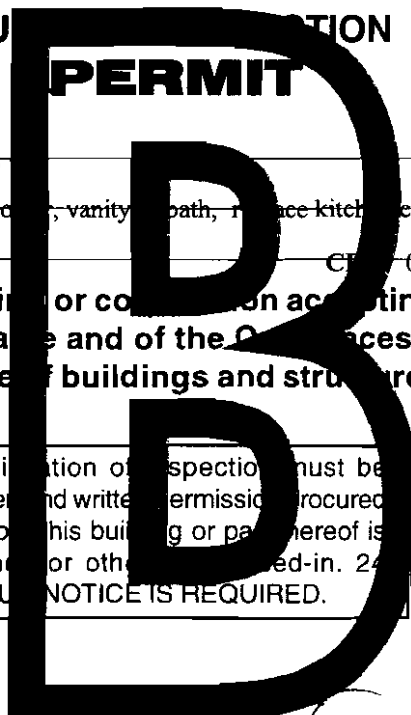
Please Read Application And Notes, If Any, Attached

This is to certify that BINAFI INC /Mike Heathers

has permission to Update kitchen & bath new shower, vanity, bath, replace kitchen cabinets

AT 177 PINE ST 2A

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.



Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is done-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

- Fire Dept.
Health Dept.
Appeal Board
Other

Handwritten signature and title: Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0165	Issue Date:	CBL: 063 F00802A
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Location of Construction: 177 PINE ST 2A	Owner Name: BINAFA INC	Owner Address: 381 POOL RD	Phone:
Business Name:	Contractor Name: Mike Heathers	Contractor Address: 82 Park Ave #4 Portland	Phone: 2077769003
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R-4

Past Use: Condo unit #2A	Proposed Use: Condo unit #2A - Update kitchen & bath new shower, vanity in bath, replace kitchen cabinets	Permit Fee: \$170.00	Cost of Work: \$15,000.00	CEO District: 2
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Proposed Project Description: Update kitchen & bath new shower, vanity in bath, replace kitchen cabinets	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-2 Type: 3B
<i>ENTIRE PROPERTY - 32 RESIDENTIAL CONDOS</i>	<i>N/A</i>	<i>IBC 2003</i>
Signature:	Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature:	Date:

Permit Taken By: Idobson	Date Applied For: 02/23/2010	Zoning Approval <i>within</i>
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>2/23/10</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: <i>2/23/10</i>	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>Requires SA</i>
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PERMIT ISSUED

MAR - 9 2010

City of Portland

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

*Any Extension work requires SA
Separate Review & Approval*

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

 X **Final inspection required at completion of work.**

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

PERMIT ISSUED
MAR - 9 2010
City of Portland

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0165	Date Applied For: 02/23/2010	CBL: 063 F00802A
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Location of Construction: 177 PINE ST 2A	Owner Name: BINAFA INC	Owner Address: 381 POOL RD	Phone:
Business Name:	Contractor Name: Mike Heathers	Contractor Address: 82 Park Ave #4 Portland	Phone (207) 776-9003
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	

Proposed Use: Condo unit #2A - Update kitchen & bath new shower, vanity in bath, replace kitchen cabinets	Proposed Project Description: Update kitchen & bath new shower, vanity in bath, replace kitchen cabinets
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/23/2010

Note: **Ok to Issue:**

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 4) This property shall remain 32 residential condominiums. Any change of use shall require a separate permit application for review and approval.
- 5) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that all work is interior work and does not include any exterior alterations which would require a separate Historic review.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 03/02/2010

Note: **Ok to Issue:**

- 1) If there is a unit located above this unit, 5/8" type X drywall shall be installed on the replacement ceiling.
- 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) Those building a new single family dwelling shall install a CO detector in each area within or giving access to bedrooms. That detection must be powered by the electrical service in the building and battery.

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City of Portland



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>177 Pine St Unit #2 Williamsburg Condo</u>		
Total Square Footage of Proposed Structure/Area <u>540</u>	Square Footage of Lot	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>63</u> Block# <u>F</u> Lot# <u>802A</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Judith + Jim Grandino</u> Address <u>23 Fairway Court</u> City, State & Zip <u>Auburn, Me. 04210</u>	Telephone: <u>784-8990-J+J</u> <u>283-0419 Flynn</u>
Lessee/DBA (If Applicable) <u>N/A</u>	Owner (if different from Applicant) Name <u>JUAN FLYNN</u> Address <u>381 BIDDIFORD RD</u> City, State & Zip <u>Biddeford Me 04005</u>	Cost Of Work: \$ <u>15,000</u> C of O Fee: \$ _____ Total Fee: \$ <u>170</u>
Current legal use (i.e. single family) <u>Single Family</u> Number of Residential Units _____ If vacant, what was the previous use? <u>Single Family</u> Proposed Specific use: <u>Residence</u> Is property part of a subdivision? <u>Association</u> If yes, please name <u>Williamsburg Condo Assoc.</u> Project description: <u>UPDATE kitchen + BATH</u> <u>new Shower + vanity in Bath, Replace Kitchen Cabinets, Appliances - new flooring</u>		
Contractor's name: <u>Mike Heathers</u> Address: <u>82 Park Ave #4</u> <u>WANTS TO</u> City, State & Zip: <u>Portland, Me</u> <u>PLU</u> Telephone: <u>776-9003</u> Who should we contact when the permit is ready: _____ Telephone: _____ Mailing address: <u>76 PARK AVE, Portland, Me - Johnson Realty</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

RECEIVED

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

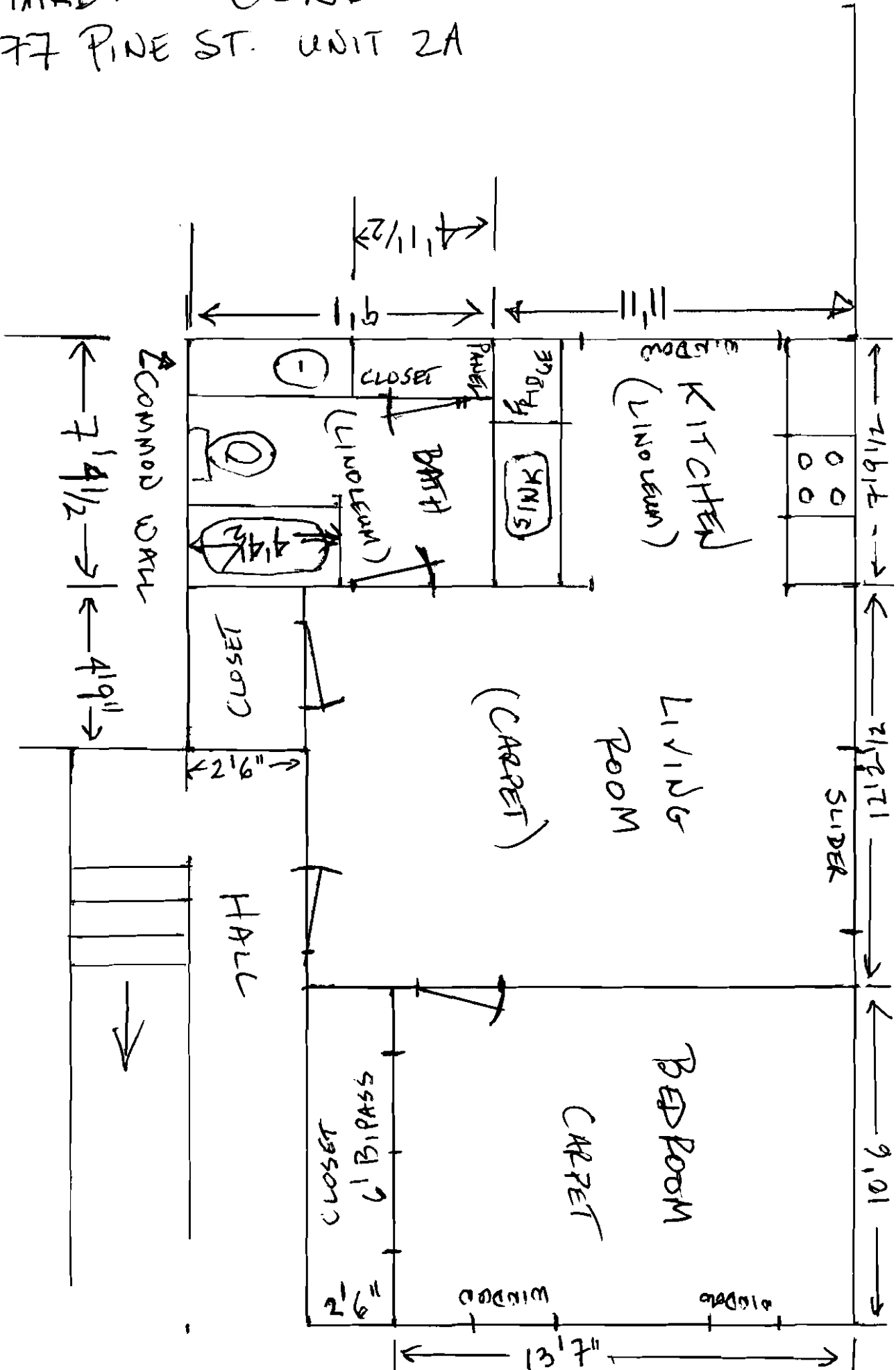
FEB 22 2010

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized representative to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued by the City of Portland, Maine, the Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: _____	Date: <u>2/22/10</u>
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This is not a permit; you may not commence ANY work until the permit is issued

GIARDINO CONDO
177 PINE ST. UNIT 2A



WE WILL MAKE SURE IF WE
DISTURB THE COMMON WALL
WE WILL SOUNDPROOF THE WALL
USING 3 1/2" FIBERGLASS BATT
AND USE 5/8" FC DRYWALL

ALL DOORS
2' 6" X 6' 8"
EXCEPT BATH ROOM
CLOSET DOOR 2' 0" X 6' 8"

CARPENTRY -

- CHANGE BI PASS DOORS TO BIFOLD DOORS.
- CHANGE KITCHEN CABINETS
- REMOVE DROPPED CEILINGS AND DRYWALL CEILING.
WITH 1/2" DW

PLUMBING -

- NEW TUB
- NEW FLUSH
- NEW PEDESTAL SINK
- CHANGE KITCHEN SINK

ELECTRICAL

- ADD RECESSED CANS TO
KITCHEN AND BATH

GUARDING CONDO
177 PINE ST. UNIT 2A

TOP FLOOR

PURCHASE AND SALE AGREEMENT

January 23, 2010

January 25th 2010 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Judith Giardino, Jim Giardino ("Buyer") and Joan Fynn, Binafa INC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 179 Pine St, 2A Willainsburg Condo and described in deed(s) recorded at said County's Registry of Deeds Book(s) 63 F, Page(s) .

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 kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following:

Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

4. PERSONAL PROPERTY: The following items of personal property as viewed on 01/21/10 are included with the sale at no additional cost, in "as is" condition with no warranties: none

JAF Stove, Refrigerator, Dishwasher, RAYNAI Heater. JAF

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 93,000. Buyer has delivered; or (X) will deliver to the Agency within 3 days of the date of this offer, a deposit of earnest money in the amount \$ 1000. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be delivered N/A. Failure by Buyer to deliver 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 conditions:

6. EARNEST MONEY/ACCEPTANCE: Johnson Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 24, 2010 (date) 5 AM (X) 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 February 28, 2010 (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 calendar 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, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, 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.

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. FUEL/UTILITIES/PRORATIONS: Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____. The day of closing is counted as a Seller day. Real estate taxes shall be prorated 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 can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. 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"/>	Within 7 days	j. Lead Paint	<input checked="" type="checkbox"/>	Within ____ days
b. Chimney	<input checked="" type="checkbox"/>	Within ____ days	k. Arsenic Treated Wood	<input checked="" type="checkbox"/>	Within ____ days
c. Environmental Scan	<input checked="" type="checkbox"/>	Within ____ days	l. Pests	<input checked="" type="checkbox"/>	Within ____ days
d. Sewage Disposal	<input checked="" type="checkbox"/>	Within ____ days	m. Pool	<input checked="" type="checkbox"/>	Within ____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input checked="" type="checkbox"/>	Within ____ days	n. Zoning	<input checked="" type="checkbox"/>	Within ____ days
f. Water Quantity	<input checked="" type="checkbox"/>	Within ____ days	o. Habitat Review/Waterfowl	<input checked="" type="checkbox"/>	Within ____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>	Within ____ days	p. Flood Plain	<input checked="" type="checkbox"/>	Within ____ days
h. Square Footage	<input checked="" type="checkbox"/>	Within ____ days	q. Code Conformance	<input checked="" type="checkbox"/>	Within ____ days
i. Mold	<input checked="" type="checkbox"/>	Within ____ days	r. Insurance	<input checked="" type="checkbox"/>	Within ____ days
			s. Lot size/acreage	<input checked="" type="checkbox"/>	Within ____ days
			t. Coastal shoreland septic	<input checked="" type="checkbox"/>	Within ____ days
			u. Other	<input checked="" type="checkbox"/>	Within ____ 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 to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, 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.

13. 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 \$ _____ to be provided through _____.

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

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ 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 _____ 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 within _____ 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 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, Seller's licensee or Buyer'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 days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Gregory Johnson of Johnson Realty is a [] Seller Agent [] Buyer Agent Licensee Agency [X] Disc 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.

16. 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 arsenic in private water supplies and arsenic in treated wood.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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 releases 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 contained 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 assigns 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 [X] 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 [X] 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 certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, 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 which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, 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 licensees prior to, at and after the closing.

Handwritten initials: JG, JS

Handwritten initials: JAF

26. OTHER CONDITIONS:

Seller agrees to pay next 6 months Condo Fee
Feb, March, April, May, July. @ 335 per month
Plus pro-rata Closing

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.

Buyer's Mailing address is 23 Fairway Court, Auburn, me 04210

BUYER _____ DATE _____ BUYER _____ DATE _____
Judith Giardino Jim Giardino

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 Biddeford Pkwy, Biddeford, me

SELLER Joan Fynn _____ DATE _____ SELLER Binafa INC _____ DATE _____

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 _____

The Buyer hereby accepts the counter offer set forth above.

BUYER Judith Giardino _____ DATE 1-23-10 BUYER Joan Fynn _____ DATE 1-23-10

EXTENSION

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

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

