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PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 2:

May 29, 2013
Offer Date

5/30/2013
Effective Date is defined in Paragraph 23 of this A

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 09/05/13

1. PARTIES: This Agreement is made between Bruce Shoebottom

James Cole ("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 10 Gilman Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 22144, Page(s) 121.

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/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions.

4. PERSONAL PROPERTY: The following items of personal property as viewed on April 19, 2013 are included with the sale at no additional cost, in "as is" condition with no warranties: 4 stoves, 4 refrigerators, any other major appliances not owned by a 3rd party.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of $ 300,000.00. Buyer [X] has delivered; or [ ] will deliver to the Agency within ---- days of the Offer Date, a deposit of earnest money in the amount $ 5,000.00. 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 ----------. 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 wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Vitalius Real Estate Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 30, 2013 (date) 5:00 [ ] 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 June 28 (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.

Vitalius Real Estate Group, LLC 306 Congress Street Portland, ME 4101 Phone: (207)541-3755 Fax: (207)631-2054
Christopher Sullivan

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

11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: colle (other) no other . The day of closing is counted as a Seller day. Real estate t the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed fo 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		X	Within ____ days	n. Arsenic Treated Wood		X	Within ____ days
b. Sewage Disposal		X	Within ____ days	o. Pests		X	Within ____ days
c. Coastal shoreland septic		X	Within ____ days	p. Code Conformance		X	Within ____ days
d. Water Quality		X	Within ____ days	q. Insurance		X	Within ____ days
e. Water Quantity		X	Within ____ days	r. Environmental Scan		X	Within ____ days
f. Air Quality		X	Within ____ days	s. Lot size/acreage		X	Within ____ days
g. Square Footage		X	Within ____ days	t. Survey/MLI		X	Within ____ days
h. Pool		X	Within ____ days	u. Zoning		X	Within ____ days
i. Energy Audit		X	Within ____ days	v. Farmland Adjacency		X	Within ____ days
j. Chimney		X	Within ____ days	w. Habitat Review/Waterfowl		X	Within ____ days
k. Smoke/CO detectors		X	Within ____ days	x. Flood Plain		X	Within ____ days
l. Mold		X	Within ____ days	y. Other ____		X	Within ____ days
m. Lead Paint		X	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. 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 regarding arsenic in private water supplies and arsenic in treated wood.

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

a. This Agreement is subject to Buyer obtaining a conventional loan of 80 % of the purchase price, at an interest rate not to exceed 4.5 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) 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.

c. 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.

d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.

e. Buyer agrees to pay no more than --- points. Seller agrees to pay up to $ ---------- toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing [ ] is [X] is not subject to the sale of another property. See addendum Yes [ ] No [X].

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds 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.

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

Bridget King (_____) of Maine Real Estate Network
Licensee MLS ID Agency
is a [X] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

Chris Sullivan (_____) of Vitalius Real Estate Group
Licensee MLS ID Agency
is a [ ] Seller Agent [X] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

Date: 09/05/13

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. DEFAULT/RETURN OF EARNEST MONEY: 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.

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

19. 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.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. 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/has not malfunctioned within 180 calendar days prior to closing.

22. 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.

23. EFFECTIVE DATE/BUSINESS DAYS: 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 observed Maine State/Federal holidays. 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.

24. 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.

25. ADDENDA: Lead Paint - [X] Yes [ ] No ; Other - [ ] Yes [X] No

Explain: _____

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

26. OTHER CONDITIONS: **1. Conditional on Buyer obtaining necessary permits for repairs required by the City of Portland within 15 days and at Buyer's expense in order to reinstate building's occpancy status.**

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27. GENERAL PROVISIONS:
    a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is h fully understood, contact an attorney. This is a Maine contract and shall be construed according to th
    b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resi prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine
    c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal respo owns the property on April 1, even if the property is sold before payment is due. If any part of the the lien will be filed in the name of the owner as of April 1 which could have a negative impact c and Seller shall agree at closing on their respective obligations regarding actual payment of taxe Seller should make sure they understand their obligations agreed to at closing and what may happ agreed.
    d. 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 **40 Woodfield DR, Scarborough, ME** .

DocuSigned by: Bruce Shoebottom 5/29/2013
BUYER DATE BUYER DATE
Bruce Shoebottom

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 _____ .

DocuSigned by: James Cole 5/30/2013
SELLER **James Cole** DATE SELLER 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 DATE BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____ .
DATE

SELLER DATE SELLER DATE

BUYER DATE BUYER DATE

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