

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date March 15, 2017

March 16, 2017 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Gail P. Landry, Alexandra C. Wight ("Buyer") and Fort McKinley LLC ("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 Great Diamond Island, County of Cumberland, State of Maine, located at 255 Diamond Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 27676, Page(s) 348.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, 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, electrical fixtures, landscaping, and see Addendum are included with the sale except for the following: see Addendum.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions, however based on time of year building will stay winterized (water off) until closing.

4. PERSONAL PROPERTY: The following items of personal property as viewed on see Addendum are included with the sale at no additional cost, in "as is" condition with no warranties: see Addendum.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 150,000.00. Buyer has delivered; or (X) will deliver to the Agency within -3- days of the Effective Date, a deposit of earnest money in the amount \$ 5,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ none will be delivered n/a. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). 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: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 16, 2017 (date) 5:00 AM (X) PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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 April 14, 2017 (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 may terminate this Agreement 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.

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11. FUEL/UTILITIES/PRORATIONS: Buyer shall shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the 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) DCHA fees. 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.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have -7- days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement 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 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.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within n/a days. Yes No

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: Buyer's obligation to close:

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within -3- days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than -3- days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a n/a loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

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 n/a 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. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have n/a days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. 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. This right to terminate ends once Buyer's letter is received.

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

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

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 relationships:

Amy Farrell (011482) of Port Island Realty (1403)
Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Gail P. Landry (005196) of Town & Shore (1067)
Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent 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. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and 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. 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.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), 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 failed to first submit the dispute or claim 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 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 or from the parties or their Licensee. Only 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 the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party 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 disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No Explain: Addendum 1 and 2

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

26. OTHER CONDITIONS: Buyer will have -7- days from the effective date to make adjustments to the list of inventory included in the sale with seller's approval.

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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 hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. 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.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as 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.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 113 Newbury St. Unit 301, Portland, ME 04101

<small>DocuSigned by:</small>		<small>DocuSigned by:</small>	
<u>Gail P. Landry</u>	<u>3/16/2017</u>	<u>Alexandra C. Wight</u>	<u>3/16/2017</u>
BUYER	DATE	BUYER	DATE
<small>B1CAB9237127492...</small> Gail P. Landry		<small>1D5C7032130048A...</small> Alexandra C. Wight	

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 255 Diamond Ave, Great Diamond Island, ME 04109

<small>DocuSigned by:</small>		<small>DocuSigned by:</small>	
<u>Amy Farrell</u>	<u>3/16/2017</u>		
SELLER	DATE	SELLER	DATE
<small>124BA23EF3F14AB</small> Fort McKinley LLC			

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 closing date of this Agreement is extended until _____ DATE

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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Addendum 1 to Agreement

Addendum to contract dated March 15, 2017

between Fort McKinley LLC (hereinafter "Seller")

and Gail P. Landry, Alexandra C. Wight (hereinafter "Buyer")

property 255 Diamond Ave, Great Diamond Island, ME 04109-3005

Buyer and Seller agree to the following conditions with sale of property:

1. Buyer agrees to pay \$150,000.00 for the business portion of the sale at time of closing.

2. The following equipment will be conveyed with sale:

See 26. OTHER CONDITIONS on Purchase & Sale Agreement for further info.

*hood system

*two stainless prep tables that are in the center of the kitchen

*the three bay sink

*the wooden shelving and white wooden cabinet on the outskirts of the front room

*the metal metro shelving rack near the coolers

*any kitchen utensils/tools such as bowls, scales, fryer baskets, pots, pans, sani buckets, cleaning supplies

3. Seller agrees to provide buyer with customer email distribution list.

4. Seller agrees to convey all invoices and vendor information

page 1 of 2

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by: Gail P. Landry 3/16/2017
Buyer B1CAB9237127492... Date
Gail P. Landry

DocuSigned by: Amy Farrell 3/16/2017
Seller 124BA23EF3F14AB... Date
Fort McKinley LLC

DocuSigned by: Alexandra C. Wight 3/16/2017
Buyer 1D5C7032130048A. Date
Alexandra C. Wight

Seller _____ Date _____

Addendum 1 to Agreement

Addendum to contract dated March 15, 2017

between Fort McKinley LLC (hereinafter "Seller")

and Gail P. Landry, Alexandra C. Wight (hereinafter "Buyer")

property 255 Diamond Ave, Great Diamond Island, ME 04109-3005

5. Seller agrees to pay Buyer \$500/mo to lease space in building from day of closing to October 31, 2017. Seller will be responsible for winterizing that space. Contents of office can remain in space until April 1, 2018. Any items in office are not conveyed with the sale.

6. Seller will use communal outdoor space in back of building for bicycle rentals.

7. Exclusions from the sale:

- * General Store sign on exterior
- * Teak bench, teak table/chairs, Adirondack chairs, 2 white chairs, round wooden table, wall art, garden boxes, garden trellis, 2 ladders, tools & personal items.

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Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
Gail P. Landry 3/16/2017
 Buyer _____ Date
B1CAB9237127492
 Gail P. Landry

DocuSigned by:
Amy Farrell 3/16/2017
 Seller _____ Date
124BA23EF3F14AB
 Fort McKinley LLC

DocuSigned by:
Alexandra C. Wight 3/16/2017
 Buyer _____ Date
1D5C7032130048A
 Alexandra C. Wight

Seller _____ Date

Addendum 2 to Agreement

Addendum to contract dated March 12, 2017

between Fort McKinley LLC (hereinafter "Seller")

and Gail Landry (hereinafter "Buyer")

property 255 Diamond Ave, Great Diamond Island, ME 04109-3005

Buyer agrees that Port Island Realty will continue to lease the space located at the back of the building through April 30, 2018 at the rate of \$500/month.

Buyer agrees that after April 30, 2018, Port Island Realty will continue to hang a sign for its real estate business on the exterior of building, and advertise in the current glass covered boards. The location of the advertising will either remain in the current location or be moved to a comparable location that is agreeable to both buyer and lessee.

[Signature]
Kirk Goodhue
Owner Port Island Realty

3/12/17
Date

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
Gail P. Landry 3/16/2017
Buyer B1CAB9237127492... Date
Gail Landry

DocuSigned by:
amyfarrell 3/16/2017
Seller 1248A23EF3E14AE Date
Fort McKinley LLC

P DocuSigned by:
Alexandra C. Wight 3/16/2017
Buyer 1D5C7032130048A Date
Alexandra C. Wight

Seller _____ Date _____

SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

255 Diamond Ave

PROPERTY LOCATED AT: Great Diamond Island, ME 04109-3005

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump: Yes No N/A Quantity: _____ Yes No Unknown
Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? _____ Yes No
IF YES: Date of most recent test: _____ Are test results available? _____ Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
IF YES, are test results available? _____ Yes No
What steps were taken to remedy the problem? _____

• IF PRIVATE:

INSTALLATION: Location: _____
Installed BY: _____ DATE of Installation: _____
USE: Number of Persons currently using system? _____
Does system supply water for more than one household? _____ Yes No Unknown

COMMENTS: _____
Source of SECTION I information: _____

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public _____ Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected? Yes No If yes, what results: _____
Have you experienced any problems such as line or other malfunctions? _____ Yes No
What steps were taken to remedy the problem? _____

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: _____
Tank Size: 500 Gal. 1000 Gal. Unknown Other: _____
Tank Type: Concrete Metal Unknown Other: _____
Location: _____ OR Unknown Date of Installation: _____

Date Last Pumped: _____ Name of Company Pumping Tank: _____
Have you experienced any malfunctions? _____ Yes No
If yes, give the date and describe the problem: _____

Date of Last Servicing of tank: _____ Name of Company Servicing Tank: _____

LEACH FIELD: _____ Yes No Unknown

IF YES: Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of Last Servicing of leach field: _____ Name of Company Servicing leach field: _____

Have you experienced any malfunctions? _____ Yes No

If yes, give the date and describe the problem & what steps were taken to remedy: _____

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? Yes No
IF YES, is it available? _____

Is System located in a Shoreland Zone? _____ Yes No Unknown

Is System located in a Coastal Shoreland Zone? _____ Yes No Unknown

COMMENTS: _____
Source of SECTION II information: _____

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SECTION III. HEATING SYSTEM(S)/SOURCE(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	Propane	gas fired w-heater	elec water heater	
Age of system(s)/source(s)	10 years	installed 2016	installed 2004	
Name of company that services system(s)/source(s)	Peaks Island Fuel	Dan Weber	Dan Weber	
Date of most recent service call	10/16 fuel	for winterizing	for winterizing	
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	not used for heat	n/a	n/a	
Malfunction per system(s)/source(s) within past 2 years	none	none	none	
Other pertinent information	none	none	none	

Is there an oil supply line? Yes No Unknown Is it buried? Yes No Unknown Is it Sleeved? Yes No Unknown
 Chimney(s): Yes No If yes, lined: Yes No Unknown Last Cleaned: n/a
 Is more than one heat source vented through one flue? Yes No Unknown Had a chimney fire: Yes No Unknown
 Has chimney been inspected? Yes No Unknown; If Yes, when: _____ Direct/Power Vent: Yes No Unknown
COMMENTS: New Bryant gas fired furnace/AC unit installed April 2005 - not used by owner
 Source of SECTION III information: 2nd hot water heater is 30 gal. located in attic in office space.

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No Unknown
 IF NO above: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 COMMENTS: _____
 Source of information: _____

B. ASBESTOS - Current or previously existing:

- as insulation on the heating system pipes or duct work? Yes No Unknown
- in the siding? Yes No Unknown • in the roofing shingles? Yes No Unknown
- in flooring tiles? Yes No Unknown • other: _____ Yes No Unknown

Source of information: _____
 COMMENTS: _____

C. RADON/AIR - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: _____
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: _____
 Source of information: _____

D. RADON/WATER - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: _____
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: _____
 Source of information: _____

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
 Unknown but possible due to age
 IF YES, describe location and the basis for the determination: _____
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: Yes No
 IF YES, describe: _____
 Are you aware of any cracking, peeling or flaking paint? Yes No
COMMENTS: exterior window trim and under roof line painted in 2016
 Source of information: owner

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F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

- TOXIC MATERIAL: Yes No Unknown
- LAND FILL: Yes No Unknown
- RADIOACTIVE MATERIAL: Yes No Unknown

OTHER: _____

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

IF YES: Explain: Diamond Cove Homeowners Association

What is your source of information: Covenants & Bylaws

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? Yes No Unknown

IF YES: Explain: _____ Forest Management and Harvest Plan available? Yes No Unknown

• Is this house currently covered by a flood insurance policy? Yes No Unknown

• Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: _____

• Year Principal Structure Built: 1850 What year did Seller acquire property? 2010

• Roof: Year Shingles/Other Installed: original slate

Water, moisture or leakage: none

Comments: none

• Foundation/Basement: Sump Pump: Yes No Unknown Comments: _____

Water, moisture or leakage since you owned the property: Yes No Unknown Comments: _____

Prior water, moisture or leakage? Yes No Unknown Comments: _____

• Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No

• Electrical: Fuses Circuit Breaker Other: _____ Unknown

• Has all or a portion of the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

• Manufactured Housing: Mobile Home - Yes No Unknown Modular - Yes No Unknown

• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: none known

Source of SECTION V information: _____

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

Amy Farrell
Proposed by
SELLER

3/16/2017

DATE

Fort McKinley LLC

SELLER

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

Gail P. Landry
Proposed by
BUYER

3/16/2017

DATE

Gail P. Landry

Alexandra C. Wight
Proposed by
BUYER

3/16/2017

DATE

Alexandra C. Wight



LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Fort McKinley LLC (hereinafter "Seller")
AND Gail P. Landry, Alexandra C. Wight (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 255 Diamond Ave, Great Diamond Island, ME 04109-3005

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**check one below**):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (**check one below**):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
Amy Farrell 3/16/2017
Date
Seller
124BA23EF3F14AB...
Fort McKinley LLC

DocuSigned by:
Amy Farrell 3/16/2017
Date
Seller
124BA23EF3F14AB...
Agent
Amy Farrell

DocuSigned by:
Gail P. Landry 3/16/2017
Date
Buyer
B1CAB9237127492...

DocuSigned by:
Alexandra C. Wight 3/16/2017
Date
Buyer
1D5C7032130048A...
Alexandra C. Wight

DocuSigned by:
Gail P. Landry 3/16/2017
Date
Agent
B1CAB9237127492...
Gail P. Landry



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Fort McKinley LLC



Fact Sheet: Arsenic Treated Wood

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Maine CDC
Environmental and
Occupational Health Program

Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- NEVER burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
[www.maine.gov/dhhs/
eohp](http://www.maine.gov/dhhs/eohp)

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then pulling their hands in their mouths is the biggest concern.

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

