### Portland, Maine



## Yes. Life's good here.

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions
11/01/2018

8/2018

Permitting and Inspections Department Michael A. Russell, MS, Director

# One- and Two-Family Addition/Alteration Checklist

(Including shed, deck, accessory structure, pool, change of use and amendment)

| Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):  |
|---|
| One- and Two-Family Additions/Alterations Checklist (this form)   |
| <ul> <li>A plot plan drawn to scale, showing the shape and dimensions of the lot, shapes and dimensions of all existing and proposed structures including distance from property lines, location and dimension of all parking areas and driveways (required for any additions to the footprint or volume of the structure, any new or rebuilt structures or accessory detached structures)</li> <li>✓ Proof of Ownership (e.g. deed, purchase and sale agreement) if the property was purchased within the past six months</li> </ul> |
| Applications for pools shall also include the following:  |
| <ul> <li>☐ A complete set of plans with structural details, dimensions and a cross section showing the slope and depth ratios (for in-ground pools)</li> <li>☐ Design specifications from the manufacturer (for above ground pools)</li> <li>☐ Details of required barrier protection including the design of fencing, gates, latches, ladders or audible alarms (if applicable), and showing the location and construction detail for all features. This information can often be obtained from the manufacturer.</li> </ul>         |
| Applications for sheds for storage only and 200 square feet or less shall also include the following:   |
| The length, width and height of the structure as described in:  |
| ☐ A copy of the brochure from the manufacturer; or  |
| ☐ A picture or sketch/plan of the proposed shed/structure   |
| Applications for additions, alterations and detached accessory structures shall also include the  |
| following information per the IRC 2009 (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):  NOTE: All plan shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions.  |
| Floor plans with dimensions - existing and proposed   |
| ☐ Elevations with dimensions – existing and proposed  |
| ☐ Foundation plan with footing/pier (sonotube) size and location  |
| Cross sections with framing material (foundation anchor size/spacing, rebar, drainage, damp   |
| proofing, floors, walls, beams, ceilings, rafters etc.)   |
| <ul> <li>Detail new wall/floor/ceiling partitions including listed fire rated assemblies and continuity</li> <li>Window and door schedules including dimensions, and fire rating</li> </ul>   |
| Stair details, including dimensions of rise/run, head room, guards/handrails, and baluster spacing  |
| Insulation (R-factors) of walls, ceilings and floors and the heat loss (U-factors) of windows   |
| ☐ Indicate location of egress windows and smoke/carbon monoxide detection   |
| Deck construction including pier layout, framing, fastenings, guards, handrails, and stair  |
| dimensions  |

Separate permits are required for internal & external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems and appliances.

### **BUILDING PERMIT SUPPLEMENT**

### **Important Lead-Safe Building Practices & Resources**

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If you're working on homes, schools or day care centers built pre-1978, you now must be EPA Lead-Safe Certified.

Avoid risk of government fines and civil liability, plus gain competitive advantage as a lead-safe certified contractor.

Submit an application to certify your firm for five years. A one-day Renovation, Repair and Painting (RRP) class will also certify your renovators for five years.



Lead is toxic to adults and especially to children living in a home. Improper removal of lead paint may also poison the person removing it and their family.

- ✓ Keep others, especially children and pregnant women, out of the work area.
- ✓ Keep all dust contained inside the work space. Create barriers between the work area and living space.
- Protect yourself and your workers from dust and debris.
- Clean up dust in lead-safe ways.

### **RESOURCES**

Maine DEP (general lead information)......www.state.me.us/rwm/lead;(800) 452-1942Renovation Repair Painting Classes (RRP)...www.maine.gov/dep/rwm/trainingcal.shtmlInformation for Landlords.......www.maine.gov/dep/rwm/lead/landlords.html

This program is made possible with funding from the Lead Poisoning Prevention Fund, State of Maine.

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### Permitting and Inspections Department Michael A. Russell, MS, Director

Dear Applicant,

Beginning March 19, 2018, all building permits shall be submitted online via the City of Portland's Citizen Self Service (CSS) portal. Online submission of permit applications will help to streamline the application intake process and will improve transparency for the permitting process. In order to submit an application, you will need to register with CSS using a valid e-mail address. Refer to the instructions on the Citizen Self Service homepage, or via the links at the bottom of this page. Please verify that you have selected the correct permit type and checklist and that you have compiled all the required drawings and documents before beginning the application process.

Please note that our format for application submissions has changed. All application documentation shall be compiled into two PDF files-- one file containing all drawing sheets and a second PDF file containing all supporting documentation. Refer to the Requirements for Electronic Submissions for specific instructions on how to prepare your application submission and to the appropriate checklist for required submission items. The review of your application will not begin until a complete application has been submitted and the permit fee has been paid in full. Work may not commence until the permit has been issued.

If you have questions, please contact the Permitting and Inspections Department at (207) 874-8703 or <a href="mailto:permitting@portlandmaine.gov">permitting@portlandmaine.gov</a>. Thank you in advance for your patience as we transition to a new and improved permitting system.

For more information:

How to Apply for a Permit

How to Register with CSS

Permit Type Guide

Requirements for Electronic Submissions

Citizen Self Service

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Permitting and Inspections Department Michael A. Russell, MS, Director

# **How to Apply for a Permit**

All permit applications shall be submitted online through the City of Portland's <u>Citizen Self Service</u> (CSS) portal. Online submissions will streamline the application intake process and will allow for greater transparency for applicants during the permit review process. You will be able to view the progress of your permit application, pay invoices, resubmit files and request inspections through CSS. Before submitting an application, please read the instructions below:

- 1. To begin, review the <u>Permit Type Guide</u> to determine the appropriate permit type and work class for your project.
- 2. Once you have determined the correct permit type, refer to the corresponding submission checklist and instructions for that permit type.
- 3. Compile all the required drawings and documentation as listed on the checklist into two PDF files (one file containing all drawing sheets and one file for all supporting documentation).
- 4. Go to the <u>CSS website</u> to apply for your permit. If you have not registered with CSS, see the instructions for registering, here.
- 5. Once you have logged in to CSS, go to Apply and select the correct permit type. For a full list of all permit types, select All, under Permits.
- 6. Select Apply, next to the correct permit type. This will take you to the online application form.
- 7. Complete the form. All fields with a red asterisk are required.
  - a. To add a location, click on the plus sign and search for the project address. If the address cannot be found in the search, go to the City's <u>Parcel Map Viewer</u>, to find the correct parcel address (this may be different than your street address or mailing address. Please input a parcel address that is recognized by the system to avoid delays in the intake process). For the Search function, entering less in the Search box will return more results.
  - b. To add a Contact, click the plus sign under the appropriate contact type and search.
  - c. Complete all other relevant and required fields and click Next. Once you've completed all pages of the form, you will have the opportunity to review the information before submitting. Once submitted, you cannot change your application information.
- 8. After reviewing your application information, click Submit. You will receive an e-mail confirming receipt of your application.
- 9. Permitting staff will review your application for completeness. You will be notified via e-mail if any items are missing. Upload requested items via CSS Attachments.
- 10. When the application is complete, you will receive an e-mail directing you to CSS to pay your invoice.
- 11. Once payment is received, your permit will go into review.



Permitting and Inspections Department Michael A. Russell, MS, Director

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# **Requirements for Electronic Submissions**

In order to ensure a timely review of the application, please read and follow the requirements below for all submissions:

- Initial submission files shall be submitted via the Citizen Self Service portal. Before submitting an application, review <u>How to Apply for a Building Permit</u>.
- Submissions should include two PDF files—one file containing all drawing sheets and one file containing all other supporting documents. Only PDF files are acceptable for plan review. Files should be labeled either "Drawings" or "Documents" with the project address included in the file name.
- Drawing files shall be bookmarked with names based on the drawing sheet number and name. It is recommended to include a Category/Discipline letter (such as A for Architectural), a sheet number and a descriptive title (e.g., A1 Existing Exterior Elevation).
- A graphic scale or a scale to reference shall be included on each drawing sheet.
- Plans prepared by a design professional shall include a Code Analysis sheet, referencing
  the Maine Uniform Building and Energy Code and Portland City Code, Chapter 10 Fire
  Prevention and Protection, which includes NFPA 1, Fire Code and NFPA 101, Life Safety
  Code. Chapter 10 of the City Code can be viewed at:
  <a href="http://www.portlandmaine.gov/citycode/chapter010.pdf">http://www.portlandmaine.gov/citycode/chapter010.pdf</a>.
- Submissions should include all required documents and drawings as listed on the appropriate Submission Checklist sheet specific to the type of work being performed.
- Corrections made by City of Portland plan reviewers will be available for the applicant to view by logging into CSS and selecting "eReviews".
- Revisions submitted in response to plan review comments should be uploaded directly in eReview by logging into CSS, going to the permit record and selecting eReviews.

For further information and to access PDF versions of this and other forms, visit the Permitting and Inspections Department online at <a href="http://portlandmaine.gov/1728/Permitting-Inspections">http://portlandmaine.gov/1728/Permitting-Inspections</a>.



11/01/2018

Project Cost = \$16,800



11/01/2018

| AUCTION ITEM NO. | P111SWS |  |  |  |
|------------------|---------|--|--|--|
|                  | F.3     |  |  |  |

#### MAINE RESIDENTIAL PURCHASE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS

This Maine Residential Purchase Agreement with Joint Escrew Instructions (this "Agreement") is executed by and between Buyer and Seller (each as defined below), who agree as follows:

LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:

BUYER (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) UNDERSTANDS AND ACKNOWLEDGES THAT (I) SELLER (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) HAS OR MAY HAVE ACQUIRED THE PROPERTY (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, (II) SELLER HAS NEVER OCCUPIED THE PROPERTY, AND (III) SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER MAY BE SELLING THE PROPERTY AS LAND ONLY, IN ITS PRESENT AND EXISTING PHYSICAL CONDITION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY CONTAINS ANY STRUCTURES OF ANY KIND, BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH PLSECTIONS OF THIS AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 3 OF THIS AGREEMENT, AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "CLAIM," OF "Claim" SHALL HAVE SUCH MEANING) RIBING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, ANY DEFECTS (LATENT OR APPARENT), THE CONDITION OF THE PROPERTY, THE SIZE SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMINATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, O SOMAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO NO MORE THAN:

- (A) A RETURN OF BUYER'S EARNEST MONEY DEPOSIT (AS HEREINAFTER DEFINED) IF THE SALE TO BUYER DOES NOT CLOSE AS FURTHER SET FORTH HEREIN; AND
- (B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$6,000.00 IF THE SALE TO BUYER CLOSES.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THIS AGREEMENTOR AS OTHERWISE SET FORTH IN THIS AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO. THE AFOREMENTIONED CLAIMS.

ANY REFERENCE TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY BY UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FARLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY,

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11/01/2018

OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT. IF THE SALE TO BLIYER CLOSES AND SELLER COMPENSATES BLIYER AS PROVIDED ABOVE FOR BUYER'S ACTUAL DAMAGES, IF ANY, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY. OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS ACREEMENT

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY BUYER AND SELLER.

BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW:

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE:
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;
- (C) RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT OR DELAY SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER:
- (D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING, UNLESS SUCH CLAIMS ARE MATERIAL AND BUYER NOTIFIES SELLER IN WRITING OF SUCH CLAIMS WITHIN THIRTY (30) DAYS OF THE CLOSING DATE (AS HEREINAFTER DEFINED);
- (E) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR COURTY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;
- (F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT;
- (9) ANY RIGHT TO VOID THE SALE OF THE PROPERTY, REDUCE THE PURCHASE PRICE (AS HEREINAFTER DEFINED), OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO SELLER'S FAILURE TO DISCLOSE (1) ANY INFORMATION REQUIRED TO BE DISCLOSED BY APPLICABLE LAW, (2) THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR (3) ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATING TO ANY ORDINANCES AND ANY REPAIR COSTS REQUIRED THEREUNDER;
- (H) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA, FLOOD ZONES OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY, INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;
- (I) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AUCTIONEERIS) OR BROKERS), OR ANY STATEMENTS, ACTIONS OR CONDUCT OF SELLER'S AUCTIONEERIS), AGENT(S) OR BROKER(S); AND
- (J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY, OR ENVIRONMENTAL MATTERS (AS HEREMAFTER DEFINED).

THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT.

SELLER'S INITIALS MH

BUYER'S INITIALS DH

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|                    | 05/165                | Nationstar Mortgage LLC  |  |  |
|--------------------|-----------------------|--|--|--|
| Α.                 | SELLER:               | Donald Hills   |  |  |
| B. BUYER:          |                       | SUYER PRINTED NAME   |  |  |
|                    |                       |  |  |  |
|                    |                       | SC-BUYER PRINTED NAME, IF ANY  | STAT TABUTAT VI  |  |
|                    |                       | c3 (win leland Road  |  |  |
|                    |                       | ADDRESS  |  |  |
|                    |                       | Oray MAINE, 04039  | *  |  |
|                    |                       | 089 Me 099 069   |  |  |
|                    |                       | Home Frone No.<br>207-428-4528   |  |  |
|                    |                       | Cell Phone No.: 201282328  | 7.4  |  |
|                    |                       | Work Fhone No  |  |  |
|                    |                       | Fax Prone No.:   |  |  |
|                    |                       | Email Address. dhata@meire.n.coa   | r XII  |  |
| c.                 | PURCHASE PRICE:       |  |  |  |
|                    | Purchase Price Calc.  | aton   |  |  |
| Wilming al         | Winning Blo           | Amount   | \$ 183039.00   |  |
| <u>cauals</u> PURC |                       | Premium (greater of 5% c - \$2.500);   | \$ 9159.00   |  |
|                    |                       | CHASE PRICE:   | \$ 192150.00   |  |
|                    |                       | ney Depas ** from Buyor  | \$ 5764.50   |  |
|                    | "Estrest M:           | oney Deposit Components:   |  |  |
|                    | *The Earner           | st Money Deposit to be 3% of Purchase  | e Price or 53,000, whichever is great  |  |
| D.                 | PROPERTY:             |  |  |  |
|                    | Property Address      | 3Z WELDINGTON ROAD   |  |  |
|                    |                       | PCATIAND .   | , ME_U4103   |  |
|                    | at all not be invalid | Properly See Exhibit A the tiller<br>or the Property is not attached, is inco-<br>and the legal description shall be<br>fittle company issuing the owners. | commitment or preliminary litte rup<br>implete on a inaccurate, this Agrac<br>completed for corrected to mee |  |

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1.



11/01/2018

| E  | CLOSING DATE:          | 2/29/2017             | Subject to Section 6 of this Agreement;   |
|----|------------------------|-----------------------|---|
| F. | ESCROWICLOSING AGENT:  | Lender Live           |   |
|    |                        | 1044 Main St#700      |   |
|    |                        | Kanasa City, 500, 641 | 15  |
|    |                        | Telephone:            | 92 10 10 10 10 10 10 10 10 10 10 10 10 10 |
|    |                        | Email Address: L      | LKCLeam/01/settlement.com                 |
| Э. | TITLE INSURANCE COMPAN | NY: Londor Live       |   |

- 2. PURCHASE AND SALE. On and authoral in the torms of this Agreement, Seller agrees to surchase from Seller the Property, we such term is defined in Section 1 of this Agreement, a legal description of which is attached herefolds. Exhibit A and incorporated herein by this reference, for the Purchase Price, as such term is defined in Section 1 or this Agreement. The Property includes at permanent improvements located thereon including those items which Maine law provides is part of the Property. Seller makes no representation of warranty exitorine existence in condition of such terms. Seller makes no representation of warranty exitorine existence in condition of such terms. Seller makes no representation of warranty exitorine existence in condition, ownership of right of accesses in infant personal property located on the Property.
- 3. PAYMENT OF PURCHASE PRICE. Buyer shall pay Sellet the Purchase Price as follows:
  - A Buver will deposit with the Esprov/Closing Agent dentifies in Section 1 apove (the "Esprov/Closing Agent") for cause to be deposited with the Esprov/Closing Agent) the Farmest Money Deposit described above in Section 1 (the "Estreest Money Deposit") within two (?) Business Days after Seller signs the Agreement or the Agreement shall be not and void. A "Bueliness Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by state law to be coded. The Estreet Money Deposit is to be comprised of a rash en's check or cash in the amount of 3% of the purchase price of three Phousana Dolla's (\$3,000), whichever is greater, as set forth in Section 10 above.
  - B. Prior to Closing, as determined under Section 6 below, Buyer shall deposit with the Escrewicksing Agent in immediately available funds an amount equal to the belience of the Purchase Price, plus Buyer's share or closing costs and prordions, plus Buyer's expenses provided herein.

#### 4. FINANCING.

A. Buyer understands and acknowledges that the purchase of the Property and the consummation of the transaction contemplated in this Agreement IS NOT contingent on Suver data ring financing for the purchase of the Property. Notwithstanding that there is no financing contingency, Seller may roquire Buyer to obtain, and provide to Socker, a pre-qualification letter at, prior to, or after entering into this Agreement. Should Buyer not provide Seller with a copy of such pre-qualification latter within five (5) Business Days of Seller's request for same, Buyer shell be deemed to be in default under this Agreement and Seller's request for same, Buyer shell be deemed to be in default under this Agreement and Seller's request.

BUYER'S INITIALB: ##

- 9. Suyer understance and acknowledges that Seller shall not lend will not provide any concessions, discount fees or costs for any financing programs such as VA, FHA, Bond segisted, Oity Assisted, or other can programs, nor will Escrew (as here ineffer defined) be extended for such purpose.
- C. Buyer hereby authorizes Seller and/or its agent to contact and request from Buyer's londer, and for auch lender to provide to Seller and Seller's agent, Buyer's coment circliff and constatut. If Buyer is obtaining finencing. Buyer acknowledges that Buyer's coing so at Ruyer's sole cost and expense. Buyer understands and agrees that the obtaining of any financing is each shall remain.

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Buyer's (and not Seller's) obligation. Buyer hereby authorizes any such lender to release copies of any written loan approval and commitment to the Escrow/Closing Agent and Seller. Buyer further authorizes Buyer's lander or loan broker to deliver to Seller and to Xome Inc., upon request of Seller or Xome Inc., written verification of Buyer's down payment and estimated closing costs of Buyer's loan.

- D. If Buyer is not obtaining financing for the purchase of the Property. Buyer shall, within three (3) Business Days after signing this Agreement, deliver to Seller written verification acceptable to Seller of sufficient funds to close this transaction.
- 5. OPENING OF ESCROW. Buyer has been notified that Seller recommended the services of an escrow/closing agent and title insurance company. Should Buyer agree to accept the services of the escrow/closing agent and title insurance company recommended by Seller, Seller shall pay for and provide the Owner's Policy of Title Insurance as set forth in Sections 6 and 11 of this Agreement. Under all other circumstances, except as set forth in the immediately preceding sentence, Buyer agrees to purchase and pay for any and all costs associated with the Owner's Policy of Title Insurance, including, without limitation, the premium thereof. Buyer is NOT required to use the recommended escrow/closing agent and title insurance company as a condition for purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES, BUYER IS PREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Seller and Buyer shall open an escrow account related to this Agreement for the sale of the Property with the Escrow/Closing Agent designated in Section 1 above ("Escrow") immediately upon execution of this Agreement by Buyer by depositing a copy of this Agreement with the Escrow/Closing Agent. This Agreement shall constitute joint escrow instructions to the Escrow/Closing Agent who shall handle and close this transaction as set forth herein. Escrow shall be "open" upon Buyer delivering to the Escrow/Closing Agent (i) an executed copy of this Agreement and (ii) the Earnest Money Deposit.

BUYER'S INITIALS: #

#### CLOSING.

- A. <u>CLOSING DATE</u>. The Escrow/Closing Agent shall close the transaction contemplated by this Agreement (the "Close of Escrow" or "Closing") on or before 12/29/2017. If such date falls on a day that is not a Business Day, the Closing Date shall be the prior Business Day. The Escrow/Closing Agent is instructed to close Escrow on such date, subject to Section 68 below.
- B. The Escrow/Closing Agent is instructed to close the transaction contemplated by this Agreement on the Closing Date, subject to each of the following:
  - (1) If the Trile Company (as hereinafter defined) is unable, or unwilling, to issue an Owner's Policy of Title Insurance (the "Owner's Policy") or a Mortgagee's Policy of Title Insurance (the "Loan Policy") to Buyer, as required in this Agreement, at or prior to the Closing Date, then the Escrow shall not close. In the event that the Escrow does not close as a result of an aforementioned lack of an Owner's Policy or Loan Policy. Selfer may terminate this Agreement with no further liability, obligation or responsibility to Buyer (except as provided elsewhere in this Agreement) and the provisions of Section 6G(2) and Section 10 of this Agreement shall apply.
  - (2) If this transaction has been terminated pursuant to the forms of this Agreement and proper notice has been delivered to the Escrow/Closing Agent pursuant to Section 8G and/or Section 12 hereof, then the Escrow/Closing Agent is hereby instructed to return the Earnest Money Deposit and any other amount held in Escrow to the appropriate party as set forth in this Agreement and, except as set forth elsewhere in this Agreement, the Escrow/Closing Agent shall have no further liability, obligation, or responsibility with respect to the Escrow or this Agreement.
  - (3) If Buyer requests an extension of the Closing Date in writing at least five (5) calendar days prior to the Closing Date, and Seller, in its sole and absolute discretion (after consultation with Seller's broker), grants, in writing, an extension, Buyer agrees to pay to Seller a non-refundable per cliem for of \$150.00 (collectively, the "Extension Fee") through and including the Closing Date, as specified in the written extension. Such extension shall

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amend this Agreement, wherein it will specify the amended Closing Date. Any extension failing to specify the Closing Date, as amended, shall be void. The Extension Fee WILL NOT be credited towards the Purchase Price under any circumstances. In the event Buyer does not purchase the Property and the transaction contemplated by this Agreement fails to close, such accrued Extension Fee shall immediately be due and owing to Seller (See Section 12 of this Agreement).

- (4) If the Closing Date is extended pursuant to an addendum or amendment to this Agreement, or by mutual escrow instructions executed by both Seller and Buyer, then the Escrow/Closing Agent shall close Escrow on the Closing Date, as so extended.
- C. CONDITIONS PRECEDENT. Closing is further subject to each of the following conditions precedent (the failure of any of which shall not, in and of itself, relieve any party of its obligations set forth elsewhere in this Agreement); (1) Solier shall have delivered the Seller's Deliveries set forth in Section 6F(2) below, (2) Buyer shall have delivered the Buyer's Deliveries set forth in Section 6F(2) below, (3) Seller shall not have given written notice to the Escrow/Closing Agent that Buyer is in default of this Agreement, and (4) the Title Insurance Company Identified in Section 1 above (the Title Company) shall have rrayocably committed to issue to Buyer an Owner's Policy showing coverage in the amount of the Purchase Price and showing insurable title to the Property vested as stated in Section 1 above, subject to any ancior all of the following, if applicable (the failure of which shall not be deemed is default of Seller):
  - (1) The Title Company's standard exceptions.
  - (2) The following encumbrances and other matters:
    - Liens for all current general and special real property taxes and assessments not yet due and payable;
    - Governants, conditions, restrictions, reservations, rights, rights of way, and easiements of record, if any.
    - (iii) The terms, conditions, obligations, liens and/or security interests set forth in Buyer's mortgage or deed of trust, together with any and all assignments of leases and rents, financing statements and any other instrument that Buyer's lender desires to record/file in the real property records of the county of the Property in connection with any such loan that Buyer may obtain in order to purchase the Property | "Buyer's Loan Documents");

The standard exceptions in the printed form of the ALTA Standard Coverage Owner's Title Insurance Policy or Lander's/Mortgagee's Title Insurance Policy and any other exceptions or other matters contained or disclosed in the preliminary title report and/or commitment delivered by the Title Company with respect to the Property.

- (iv) Any state of facts, encumbrances, encroachments, items or matters that would be shown on an accurate survey and/or revealed by a personal inspection of the Property;
- (v) Any laws, regulations, ordinances (including, but not limited to, zoning, permitting, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including, but not limited to, any disclosure and/or report required by ordinance;
- Any conditions, covenants or restrictions contained in the Deed (as defined below);
- (vii) Rights of existing tenants and/or occupants of the Property, if any; and

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(Viii) Any other matter for which the Title Company and/or Buyers lander deems necessary in order to insure this to the Property and provide lander with the required coverage in the Loan Policy.

- CLOSING INSTRUCTIONS TO THE ESCROWICLOSING AGENT. At Closing, the EscrowiClosing Agent is hereby inevocably instructed to complete the "blowing.
  - (\*) Record the Deed conveying title to the Property to Buyer. As used in this Agroomon, the term "Deed" shall mean a special warranty limited warranty, quitolaim, bargain and sale theird in Other form of deed acceptable to Sellier in Sellier's got and absolute discretion. The Deed to be delivered at Closing shall convey to Buyor at inf Sellier's rights, interest and stile to the Property;
  - (2) Poy all flues, coals, dead and transfer taxes for the purchase and sale of the Property which are required to be pate by Sallar under this Agreement, the portion of any focs charged by the EsprowClosing Agent which are beyond by Saliar (if any) and other expenses relating to the purchase and sale of the Property which are required to be baid by Solich, eder this Agreement.
  - (2) Pay all fees, costs and transfer taxes for the purchase and sale of the Procenty which are required to be paid by Buyer under this Agreement, the portion of any fees charged by the EscriuwClosing Agent which are payable by Buyer (if any) and other expenses relating to the purchase and sale of the Procenty which are required to be paid by Buyer under this Agreement, including to third limited to, expenses relating to Buyers Loan Documents and any other loan or additory document executed by Buyer for the banefit of Buyers leater.
  - (4) Pay all procety management and broker related fees and commissions to be paid by Seller or Buyer, inducing fees and commissions to Sellers or Buyers proker(s) as well as any such fees and commissions contemplated under any secerate written agreement expolited by Seller or Buyer; and
  - (6) Pay to Seller the betance of the Purchase Price and any other funds remaining with the Title Company after the Close of Eacrow.
- F. PREVIOUS ESCROWITRANSACTION. If Seller entered into a provious fransaction and/or a separable contract exists by and between Seller and any third party buyor covering the purchase and sale of the Property if Previous Transaction\*), then Clealing under this Agreement is attiged to and contingent upon Seller's shifty to successfully term rate the Previous Transaction prior to a concurrency with Closing of the transaction contemplated by this Agreement. This condition precedent shall be deemed satisfied when the EacrowiClosing Agent is in possession at a copy of signed termination instructions from Seller and the buyor in the Previous Transaction. Failure to terminate such Previous Transaction shall not be deemed a default of Seller hereunder and the provisions of Section 6G(Z) and Section 10 of this Agreement shall apply

#### T DELIVERIES TO THE ESCROWICLOSING AGENT.

- (\*) BY SELLER. Prior to Cosing, Seller shall deposit with the Escrow/Closing Agent (the "Seller's Deliveries"): (i) a Deed transferring Seller's interest in the Property to Buyer, executed by Seller and advancedged pursuant to Maine law, and (i) a Non-Foreigh Transferor Declaration executed by Seller, or evidence reasonably screptable to the Esamw/Closing Agent that Seller is exempt from the with cloing requirements of the Foreign Investment in Roal Property Tax Act (FIRPTA). Internal Revenue Code Societ 1445.
- (2) BY BUYER. Frian in Clasing, Buyer shall deposit with the Escrew/Closing Agent (the "Buyer's Deliveries"): (i) immediately available Good Funds, so defined in Section 6F(3) below, in an amount equal to the Purchase Price less the Earnest Moder Deposit

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mexicustly deposited into Escrow, plus Buyer's share of closing toets and protections provided have a due Buyer's expenses set tartain Section 11 below and (i) any and all other instruments required by Buyer's lender the Tide Company the Escrow/Closing Agent, or otherwise, to consummate Buyer's acquisitions of the Property.

(3) FINAL FUNDS TO CLOSE ESCROW. All parties executing this Agreement acknowledge that Good Funds are required to dose Estrow and obse the transaction consimplated by this Agreement. "Good Funds" are detend by applicable law as cash or electronic transfer (viried funds) such that the Escrow/Closing Agent can distance like funds to the appropriate parties on the same Business Day as the Dusiness Day that the Buyer's funds are received by the Escrow/Closing Agent in the form of funds other than cash or electronic transfer (viried funds) such as cash or in certified checks and all drafts, are subject to waiting periods that can detay Closing and do not constitute. Good Funds until the money is actually transferred to the Escrow/Closing Agent's account.

#### G. TERMINATION OF TRANSACTION,

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- (1) DEFAULT. If due to a failure of Buyer or Seller to certerm any of train ribligations Reconder this transaction contemplated herein does not close by the Closing Date, then the rible the party may term nate this Agreement by written notice to the defaulting party and the Escriew/Closing Agent, and the defaulting party shall be Table for all termination fees of the Escriew/Closing Agent and the Title Company at the time this Agreement is terminated. The parties shall be further subject to the provisions of Section 12 below.
- (2) NO DEFAULT. If any of the conditions precedent to Closing are not satisfaction not waived by the approximate party on or before the Choang Date, and both Buyer and Solical new performed all of their respective obligations hereunder their reinter party may parminate this Agreement by written notice to the other party and the Eschawich sking Agent, in such ownit, me Eschawich Saper Agent she feature to Buyer (se Buyer's expenses act both in Section 17 below and Seller and Buyer she Learn party one-rel\* (172) of the termination fees of the Eschawicheing Agent and the Title Company. Upon return of the Esmak Money Deposit as provided in this Section Inia Agreement shall be reminated, and except as set forth elsewhere in his Agreement, Buyer and Seller shell be released from any further obligation, responsiblisty or licitility, cach to the other, in connection with this Agreement. Buyer grants Seller the unreleasing this execute termination near, often in the event that Sefer elects to cancel Eschart.
- (3) SELLER TERMINATION. Seller shak have the right, at Seller's sole discretion to extend the Closing Date or to reminate the Agreement of:
  - (1) Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Clasing Date or the mortgage insurance removery exercises; its right to acquire title to the Property;
  - (ii) Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property Insurable by a reputable title insurance company at regular rates.
  - (iii) A third party having an inforest in the Property (or the lose that was secured by the Property) has requested that the servicing londer or any other party, release the servicing or recurrense of such lose or the Property.
  - (v) Full payment of any property, fire or hazord insurance obtains a next confirmed onor to the Closing Date;
  - Any third party, whether tenant, homeowner's association or otherwise, exchanges rights under a right of first refusel to purchase the Property;

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- (vi) Buyer is the former mongagor of the Property whose interest was foreclosed, is related to be efficient in any way with the luminar montgagor and Buyer has not disclosed this fact to Selfer's acceptance of the Agreement. Such failure to disclose shall consider a missenal breach under the Agreement profiling Soller to exercise any of its rights and remedies, including, without limitation, retaining the parsest Money Deposit or
- (vil.) Soller, at Seller's sole discretion, determines that the sale of the Property to Buyen, or any related transactions are in any way associated with illegal activity of any kind.

In the event Seller elects to terminate the Agreement pursuant to this subsection 3. Seller may return Bayer's barnest Money Deposit and the parces shall have no further rights in obligation under the Agreement, except as to any provision that survives termination of this Agreement.

III. ADDITIONAL ESCROW INSTRUCTIONS. Seller and Buyer have read and agreed to all of the additional oscrow instructions. I any, which are alterned herein as Exhibit C and incorporated in this Agreement. In the event of a conflict between any escrow instructions set forthin a separate document) and this Agreement including all exhibits and addence hereby, the terms of this Agreement and the exhibits and addence hereby the terms of this Agreement and the exhibits and addence hereby shall control.

#### PUYER'S INSPECTION.

REPRESENTATIONS/MARRANTIES. Buyer represents and warrants to Selliar tratifity or or to A the execution of this Agreement. Buyer has had adequate time and access to the Property to ( conduct a complete and the rough inspection of the Property. (ii) examine all title matters and other matters concerning the Property and (iii) review at agreements relating to the Property, including, but not imited to the disclosures and reports required by any taw, rule or profitance, (2) prior to the execution of this Agreement. Buyer has conducted and completely such inspections, or has freely and voluntarily varied the right to conduct any such inspections, (5) Buyer is purchasing the Property based solely upon Buyer's own Inspection and Investigation of the Property, (4) prior to the execution of this Agreement, Buyar has satisfied himself-herself/fixed in all respects as to like Property and the condition thereof including, without limitation, the value of the Property, is location, its insurability is physical condition, the environmental condition, the enuclaint of environmental integrity of any and all improvements on the Property, all title metters concerning the Property, at applicable common interest community, condominum community and unit owners of nomeowner's association documents, rules and regulations concerning the Procerty, and all other matters with respect to the Property, and (5) Buyer is aware of all levis muss, ordinances and sequirements affecting the use, condition and dwinership of the Property, including without for fation, all applicable zoning and land use regulations and look undinances. Seller and its agains make no representation on warranty, and Buyer has investigated to Suyar's satisfaction, regarding whether the location of the Property is in an earthquake fault zone is sisking hazard zone. flood hazard zone, state responsibility area (fire hazard area), very high fire hazard savarity zone, or grea of potential flooding or whether the Property is subject to any flood disaster or other insurance requirements, or whether the Property contains wetlends or other environmental constraints. Suyer acknowledges and agrees that Seller, and Seller Released Parties shall not have liability for any Claims (as defined in Section 8) that Buyer or Buyer's successors or assigns may mour as a result of construction or other defects that may now or hereafter exist with respect to the Property.

Byyon will not occupy, or cause or certain others to occupy, the Property prior to Closing and payment in the Purchase price in full and fulless and until any necessary childrene of incorpacity has been obtained from the appropriate governments, entity, Buyer will not occupy or cause or permit offers to occupy the Property until after Closing.

Duyer further understands and acknowledges that Seller may be selling the Procesty as LAND ONLY in its present and existing physical condition. Buyer acknowledges and agrees that prior to entering that this Agreement. Buyer had the opportunity to conduct his harm's cardiduced flugence such due citigence and investigation having included investigations of the entire Processy is order to determine its present condition and value since Seller may not be aware of all the defoots affecting the Property or other factors that Buyer considered important in miking his/her/firs/field presented (ME).

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decision to purchase the Property. Neither Sellar nor any of Sallar's brukers, agents or auctioneers make any representations or womanties regarding suitability to build or Inhabit the value of the Property. Its size, property times legal or physical access, boundaries, including features of the Property shared in common with adjoining tendowners such as wells, fences, rospe and conveways whose use or responsibility for maintenance may have an effect on the Property, or any encodermental easements or similar matters that may affect the Property. Foreign, hogges walls and other natural or constructed barriers or markers do not recessarily identify true Property hounders.

BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY. In connection with any due disjance, inspection test, study survey, visit and/or investigation of the Pruperty ("Buyer's https://dispars.htm.com/or Buyer's benefit Buyer shall (2) keep the Property free and cled of ions (2) repair all camages aliang from Buyer's Inspection, and (3) indemnity, celer'd and hold Seller and its agents harmless from all liability, plains demands damages and/or costs directly or indirectly antiting the reform. Buyer's dark carry, or require payone acting on Buyer's behalf to carry, octobes of liability, workers companies on other applicable insurance defined and protecting Seller from statility for any injuries to present occurring during any Buyer Inspection prior to Closing. Notwithstanding any other row sen of this Agreement to the contrary, the obligations and agreements of Buyer under this Section 78 shall survive the Classing of the transaction contemplated by this Agreement or the usalize fermination of this Agreement.

#### 5 DISCLAIMER AND DISCLOSURES.

#### A. DISCLAIMER.

Buyer acknowledges that Seller has or may have acquired title to the Property as a result of a sale conducted pursuant to a foreclosure action under Mains state laws, a power of sale under a mortgago or dood of trust or by a deed in lieu of foreclosure as etc that in 33 MRSA §172. Therefore, to the fullest extent permissible by applicable law, Seller is exempt from any Mains state law requirements regarding the making of certain disclosures, including, without limitation, the Recidential Real Property Disclosure Statement set forth in 33 MRBA §173, at eac. Therefore, to the fullest extent permiseable by applicable law, Seller has not made any disclosures regarding the Property, and, as a result, any rights Buyer may have in connection with any disclosure statements required under Mains law shall not be available, including, without limitation, any right to terminate this Agreement. To the fullest extent permissable by applicable law, Buyer expresely waives the right to receive any such disclosure statement regarding the condition of the Property. Further, regardless of how Seller obtained title. Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller. Seller's auctioneers, representatives, brokers, or agents, or that Seller may have received otherwise. Any such upports furnished by Seller. Seller's auctioneers, representatives, brokers or agents in connection herewith shall be for informational purposes only, are not made part of this Agreement, and Seller makes no representations, warranties, promises, covenants, agreements or guarantees, express or implied, oral or written, about their eccuracy or completaness or the condition of the Property. Buyer acknowledges that in consideration of Seller's execution of this Agreement, Buyer, on behalf of itself and all other partic sevent permissible by applicable law, neither Buyer on any such other party will see, commence, procedure in any way participate in any judicial, a

#### B. OTHER DISCLOSURES.

(1) ASSESSMENTS. If the Property is subject to a special assessment for imposed by a public body payable in installments which continue bayond Closing, Buyer shall be reasons bly for and pay any and all amounts which become due after Closing.

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- (2) RADON. Radon's a fieturally accurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over three Levels of radon that exceed laderal and state guidelines may trave seen found in buildings in the state where the Property is located. Additional information regarding radion and radion pasting may he obtained from your country or state health unit. Buyer represents and warrants that neighbridthes not raide on the accuracy or completeness of any representations that here been made by Seler anothr any of Setters brokers; agent(s) or audionece(s) as to the presence of radion and that Buyer has not relied on Setters and/or any of Setters brokers), agent(s) or audionece(s) issues to provide information regarding the presence of effects of any radion found on the Proporty. Real estate prokers and agents are not generally conditient in advise buyers on radon beatment of its neath and safety risks.
- MDLD. Mold is not welly necurring and may bause health fishs or densitye to properly. If Buyer is concerned or devices and final information regarding mold, Buyer should contact an appropriate professional. Real proceedy inducting, but not imited to the batterier) is or may be affected by water or noisture damage, toxic noted, and/or other environmental hazards or contribre. Seller further advises Buyer that as a consequence of pussible water damage and/or excessive molature, the Property may be or has been interecessly contaminated with mildey, mold and/or other microscopic organisms. Buyer is being advised that supposure to certain species of mold may bose serious health risks, and those individuals with ellergies or respiratory problems, and pels are particularly supported to be experiencing arthers health effects from mold excessive. Firstly and children, the elderly, individuals with ellergies or respiratory problems, and pels are particularly supported to be experiencing arthers health effects from mold excessive. Buyer achieve deeper and the electric firstly in a sean further edvised by Select that all stees contaminated withmold, and/or other environmental nazards or conditions, should be properly and thoroughly remodiated. Additionally, Buyer has been advised by Select that his trabations of the Property without complete remodiation may subject the inhabitants to potentially serious health risks and/or bedily injury. Buyer acconditions the property. Buyer acconditions and experted that super has been advised get that it is the sole responsibility of Buyer to conduct they formediation on the Property. Buyer acconditions and Buyer acconditions on the Property to Select that Buyer has made held without contamination and evaluation of the Property to Buyer as made held with a super has evaluated on the Property to Buyer as made held with a super transmitted to the property and the potential condition on the Property to promise the Property for claims, losses, and damages arising out of any lowin mold conta
- (4) LEAD-BASED PAINT DISCLOSURE. If the Processy was built prior to 1978, Seller shall (i) act fy Briyan of any known lead-based point (\*LBP\*); or LBP hezerds in the Property. (ii) provide Buyer with any LBP risk essessments or respections of the Property in Seller spossession; (iii) provide Buyer with the Disclosure of Information on LBP and Lead-Based Paint Hazards, and any report records, parabilists, and/or other mala falls referenced therein, including the parabilist "Protect Your Family From Lead In Your Hame" (collectively, the "LBP Information"). Buyer shall return a signed copy of the Load-Rased Paint Aleaded Paint Hazard Disclosure and Assituvitedgement form that is affected to this Agreement to Seller prior to the Close of Eacrow.

The LOP Information was provided prior to the Close of Escrow. Buyar heraby waives the improviously to confluct a risk assessment or inspection for the presence of lead-based paint or ead-based paint hezards.

BUYER'S INITIALS DH /

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- (5) PROPERTY TAX DISCLOSURE SUMMARY. Buyer should not rely on Seller's current property takes as the amount of property takes that Buyer may be obligated to pay in the year subsequent to ourchasing the Property. A change of inversation, use, or procerty improvements may linger repossessments of the Property that could result in higher property taxes. If Buyer ras any questions contenting valuation, Suyer is advised to contact the county property appraise is office for intermation.
- (d) PERMITS AND REPAIRS. If the Property is isobated in a jurisdiction than recruitors (i) a conflictate of secupatory, smoot detector conflictation, sectal certification, or permit or (i) any form of inversement or repair to the Property (collecticely, "Permits and Repairs"), Buyer acknowledges and agrees, unless otherwise inquired by lew that Buyer shall be responsible for obtaining end/or performing any and all of the Permits and Repairs, at Buyer's sole cost and expense, including out nut inneed to, any perficults and Repairs, at Buyer's sole cost and expense, including out nut inneed to, any actinities to required by any applicable city, occurs, local or other ordinance. Buyer shall make application for another commence all Permits and Repairs within ten (10) case of Seller signing talk Agricument and any exhibits and adducts histories. Seller makes no representations or warrantics regarding compliance or conformity with any building codes, ordinance, laws, rules or regarding compliance or conformity with any building codes, ordinance, laws, rules or regarding compliance or conformity with any building codes, ordinance, laws, rules or regarding compliance or conformity buth any building codes, ordinance, laws, rules or regarding compliance or conformity with any building codes, ordinance, laws, rules or regarding compliance or conformity that have been applied for or opened by Seller shall be duly closed out at or proof to Closing by Seller. Any boen or expired permits applied for or opened by any other party. Tothing any proor owner of the Property, and that Seller a back awars of, shall not be closed out no orienwise dealt with by Seller, and any efforts or repair/replacement work that is required to close out the permit(s) shall be done by the Buyer at the Buyer's sole cost and response tillly.
- CONDOMINUM/PUD/HOMEOWNERS ASSOCIATION. If the Property is in a community are second-ripy or planned community unless otherwise required by law, Buyer acknowledges that Buyer, at Buyer's own expense, was and is responsible for (a) obtaining and (c) reviewing the declaration of coverance, conditions restrictions and/or bylaws and other documentation regarding such common interest community or planned community and Buyer acknowledges that, prior to Buyer's execution of this Agreement Buyer has reviewed such occurrentation to the fullest extent Buyer deamner necessary and, upon execution of this Agreement Buyer is desmod in have encycled the declaration of coverants, conditions, restrictions and/or cyclews of the common interest community or planned community. Sever shell only be obligated to pay floss, charges and/or other casts that are required out reand to acquire state statute(s), for homeowner association related fees incurred prior to the Coxing or that the Sellen has otherwise agreed in writing to pay. Buyer shall pay and be solely responsible for all other related common or distancing homeowner association fees or coats of any nature to complete the purchase transaction.
- (8) BUILDING AND ZONING CODES. Buyer should consult the local jurisdiction for information an exiliding and conting codes or information about transportation between another planned or anticipated land user within proximity of the Property Seller makes no representations or warranties regarding compliance or confinently with any building codes, ordinances, awa, rules or regulations.
- (9) SQUARE FOOTAGE, Buyer acknowledges that the square foologe of the Property has not been measured by Seller Sells's broker(s), agent(s) or its auctioneer(s) (including the square footage of the lot and none) and the square footage quoted or any marketing tools auch as adventisements produces. MIIIS date, the auction website and any other information provided to Seller and its thermal approximate and not guaranteed. Buyer further acknowledges that Buyer has not reliable upon any such marketing tool and that such tools are not representations and/or warrantes of Seller or any its proket(s) agent(s) or suctioneer(s). Buyer is buying the Property AS (S) WHERE S WITH ALL FAULTS AND LIMITATIONS and Buyer acknowledges Buyer's responsibility to perform all this diagence and investigation regarding Buyer's acquisition of the Property including the measurement or confirmation of the square footage of the Property.

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- (\*\*C) FLOOD ZONE; FLOOD INSURANCE. Buyer is advised to verify by a eviation condicate which flood zone the Property is in, whether flood insurance is required by Buyer's lender or applicable law, and what restrictions apoly to improving the Property and rebuilding in the event of basualty. Pursuant to 42 U.S.C. 5\* 54s, "holiwithstanding any other provision of law, no Federal disaster reflet assistance made available in a flood desister arise may be used to make a payment (including any local assistance payment) to a person for repair, replacement, or rescoration for damage to any personal readents. In dominancial property if that person at any time has received flood desister assistance that was conditional on the person first having obtained flood insurance under applicable Federal law on such property. To Seller's actual knowledge, the Property since to calculate within a flood desister reflet essistance prior to Closing Notwithstanding the Evergeing, Driyer is hereby put on notice that Buyer should obtain and mainter it flood insurance in accordance with applicable Federal law with respect to the Property from Seller's Bayer.
- C. RECEIPT OF DISCLOSURES. Seller may be exempt from filing a disclosure statement regarding the condition of the Procesty because the Property may have been acquired through foreclosure, select-in-lieu of lonedusure, furfaiture, tax sale, eminent domain or sim fair process. To the fullest extent permitted by law. Buyer various any right to receive a disclosure statement from Sollier and Buyer agrees to execute a separate valver, in a form acceptable to Seller if the law requires the waiver to be in a separate form. Buyer actionomically and agrees that Buyer has received and/arrived adequate approximation for the accuments regarding the Property made available by Seller, Seller's broker(s) agents) or its auctionomics) in bint or electronic form (the "Disclosures") prior to entering this Agreement Polluding without limits on:
  - (i) The documents and information made available on the internet at www hornesearch son;
  - (2) The written diadosures made available at the Procenty and at the location where the xxim of the Property is conducted:
  - (3) Any real estate brokerage relationship disclosures, such disclosures made available and prior to contenting the registration process, of or to conting at section and prior to contening into this Agreement for the purchase and sale of the Property, and
  - (4) The disclosures attached to, or listed on any exhibits attached to, this Agreement, which disclosures and obtibits are incorporated into this Agreement by reference here n.

Buyer understands and acknowledges that any information provided by or on behalf of Saller with respect to the Property, including, without limitation is 7 information in the Disclosures and the Brochung, as defined in Section 80 below was obtained from a visitely of sources and that Seler and Saller's broken(s) agent(s) and excloreer(s) have not made any infederandent investigation or ventication of such information and make no representation or warranty as to the eccursor or completeness of such information. Buyer shall not have the right to terminate this Agreement by reason of any information, facts, condition or other expect of the Property discovered by Buyer subsequent to Buyer's execution of this Agreement. Buyer further waives the right under 42 U.S.C. § 4552d one any other applicable law to conduct a risk assessment or inspection for the measurement of belockses traditions.

D. BROCHURE. Buyer represents and warrants that Buyer has obtained, reviewed and accepts the terms and conditions certaining to the purchase and sale of the Property which are made available in an Euclium Lincohure (the "Brochure") if any, advertising, or the auction website, www.hamessarch.com, which terms and conditions are incorporated neighbly reference. In the event of any condition of the auction, the terms and conditions of this Agreement and the terms and conditions of the auction, the terms and conditions of this Agreement and the preveil in all respects. Buyer acknowledges that neither Seller, nor its order(s), agea(s) or auctioneshs) make any representation or warranty whatedever in connection with any terms, conditions, warranties end/or representations contained in the Grochure, any advertising or of the auction waterlie.

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- E. NO REPAIRS. Buyor acknowledges and agrees that Selects selling the Property AS IS, VolleRE IS, WITH ALL FAULTS AND LIMITATIONS and Sallar shall have min liability for or any obligation to make any repairs or improvements of any kind to the Property including, but not fine text to, required repairs or improvements that result from the materty of Buyer to obtain a certificate of managing certificate of use or municipal code compliance certificate. If required, for the Property, Asimor Buyer nonite representatives shall enter upon the Property to make any repairs and/or treatments prior to Closing without the prior written consent of Seller. Buyer acknowledges that all repairs and treatments are done for the hene't of Sollor and not for the cenent of Buyer unless and unit the Cataing Date has occurred in accordance with the Agreement Seller shall comply with laws and ordinances regarding the presence of smake detector(s), nerbon monoxide detectors and/or fire excirguishers required at the Property, if any, or any other similar law or ordinance that requires Sollor's compriance. Notwithstanding the foregoing, Buyer exhowledges that Seller cannot guarantly compliance with the afcrementioned of the Property is occupied and Seller or its brokers and agents connect reasonably gain access to the Property. In such event, to the fullest extent permissible by applicable law, Buyer agrees that any and all additional amoke detector(s), cultion monoxico solactors and/or fire extinguianes required by any applicable ordinance shall be installed by Ruyer at Buyer's solo cost and expense or to the Cloxing Date. "I some municipalities, a certificate of ordinancy certificate of use or municipalities." it order to likewifer and/or occupy the Property. If a certificate of occupancy, certificate of use or municipal code compliance certificate is required to the obtained in order for the Property to be transforred to or occupied by Buyer, Buyer shall cotein such excitionate of nonupancy certificate of iese or municipal code compliance of those at Buyer's sole cost and expense. If any violations at the Procesty shall be required to be consisted by the municipality or other work certained at the Property to obtain a certificate of necupancy, natificate of use or municipal code congligace certificate, Buyer shall consider perform some at Buyer's sole cost and expense. Seller makes no representation or werranty as in whether a conflictue of occupancy as no act ficts of use or mailicipal code complained cellificate is required or weether the Property may be occupance by Buyer. Buyer shall indemnify, defend and hold Scient harmlass from end against all fines penalties, obein, expenses, claims and liabel; as arising out of or robing to Buyer or Buyers representatives making resears to the Property prior to the Classing Cale, or advantage, or its failure. to obtain, a certificate of occupancy, certificate of use or municipal code compliance certificate if such is required. This indemnification shall survive the Closing Date and shall not be desired to have merged into any of the occuments executed or delivered at Closing. Seller makes no representations or waitances regarding compliance or conformity with any building codes, laws. rulos er regulations.
- F. PRELIMINARY TITLE REPORT. Buyer adknowledges and agrees that or on to Closing Buyor will leave obtained read and appropriate codes of (1) a pre-money title report or commitment for the Property (2) the recorded mester deed covenents, conditions, restrictions, rights agints of way and easements, encumbrances and any other term or matter of record if any, affecting the Property, and (3) any and all other metters disclosed in the preliminary bits report or commitment delivered from the Title Company to Buyer. If a survey is required to dose, Buyer shall been the octat exponse and sole responsibility of obtaining a survey acceptable to the Title Company and any sonder.
- C. <u>EXECUTION OF DISCLOSURES BY BUYER</u>. Buyer small execute, deliver and decosil with the EscrowiCitising Agent, at or prior to the Closing Date, all federal, state and local disclosures concerning the Property that Suyer is required to execute under applicable laws and regulations or required by the EscrowiClosin Agent.
- H. OCCUPIED PROPERTY. Select makes not representations or womaniles as to whether the Property is or is not, occupied as of the Close of Escript. Select and their representatives brokens egents, auctioneers, and sealors, shell not be responsible for evicting or relocating any tenants occupants or personal property at the Property prior to or subsequent to the Closing Date.
  - Fluyer hereby expressly warves any right to terminate this Agreement based or the status
    of occupancy of the Property.
  - (2) Buyer acknowledges that Buyer may be subject to the Protecting Tenant's at Foreclasure Act of 2009, set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 [Pub, 1, 111-22, 123 Stat. 1632, S. 896, enacted

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May 20, 2009] (the "Acf") or similar state law, as applicable. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing, Buyer agrees Buyer shall have no recourse against Seller in the event Buyer is disposed of the Property through redemption or otherwise by an eligible prior corner.

- (3) The Property may be subject to lessebold interests of vericus lenants. Seller has included in the Disclosures true copies of all leases and amendments, ir any in Sellar's actual possession. Seller makea no warrenties or rapresentations as to whether or not any of possession. Or when these of Administration of the Property, are valid leases that may affect the Property, are valid leases that will be in full force and effect as of Closing; whether or not anyone else has the right to possess the Property; whether or not any rent concessions were given to any former or current tenant; whether or not any other agreements were made with the tenants, if any, whether or not any rant charged violates any applicable ront control creation, it any, wherear at his any fall changed violates any applicable continuous conditions of any escalabilities critically applicable lease. Buyer agrees that all eviction proceedings and other duties and responsibilities of a proceety owner and landard, including, but not first feel to, those processing requires continuous. proceedings required for comptance with local rent control and nances or regulations, will proceedings recurred for comprance with post rem control of nances or regulators, will be Euge's sole responsibility regardless of whether arising prior to, on or after the Citisting Date. Because the Procenty may have been acquired by Selection of the original foredosure, trustee's sale pursuant to a power of sale under a stood of trust, otwer of sale under a mortgage, sheriffs sale or deed in lieu of foredosure. Seller has no socurity deposits or last month's nor to surronder to Buver, and no aums garceanting such tenant security deposits or any lights fit of or interest in such deposits shall be transferred to Duyer as part of his hansaction. Buyer shall be solely responsible for notifying tenants of the transfer of ownership of the Property, and, to the fullest extent parmisable by applicable law shall be light to any and all tonards for repayment of any outstanding security deposit, less lawful deductions pursuant to applicable law. This provision shall survive. Citising and small multile determined in have marged into any of the documents executed or delivered at Closing. Buyer shall defend indomnify and hold harmless Seller. na alfaliares, parent companies, phoses, directors, anareholders, aucilioneers, brokers, agents attending and representatives from and against any niview, demands actions or expenses, including responsible attendings fees, arising out of any and all actions. conderring security deposits, and for any existion or unlawful detailer or other litigation ansang out of the tenancy, occupancy or lease of the Property after the Closing Earc including, but not timed to any violation of any state or federal law itsle or regulation. regarding for a 10's cocupancy of the Property.
- (4) Suyer shall be responsible for installing new locks on the Property Immediately after Closing, and Buyer shall hold Seter and Seller's representatives and agents harmless from, and indemnify Seller and Seller's representatives and agents agents, any and will damages, claims, lier's, isolities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new boks on the Property.
- I. POSSESSION. Seller shall deliver possession of the Property to Buyer at the Close of Escrow and funding of the transaction contemplated heren. Other than the rights granted to Buyer in this Agreement Buyer shall have no further right to eccess or inapect the Property prior to the Close of Escrow. The delivery of possession of the Property shall be subject to the rights of any remails or parties in possession per Section 8H hereinactive. If Buyer abors the Property, or causes the Property to be altered, in any way and/or accupies the Property, or allows any other person to occupy the Property, prior to the Close of Escrow and funding of the transaction without the prior written consort of Seller, then (A) Bush event shall constitute a material default by Buyer under this Agreement; (B) Seller thay luminate the Agreement (C) Buyer shall be fable to Seller for all Claims reacted by any such althoution of occupation of this Property prior to, or continuing after the termination of this Agreement and (D) Buyer woives all Claims (not Buyer may have with respect to any improvements made by Buyer to the Property including, but not finded to, any Claims for Lifest enrichment.

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(\*) KEYS AND REMOTES. At the Close of Escrow. Seller shall provide Buyer with a key in the front door of the Property (to the extent in Seller's possession). Except to like requirement in the preceding sentance. Seller shall have no obligation to provide Buyer with any and all keys, including parage coor keys, pool keys, security keys, and mail cox keys and, if not provided, Buyer shall obtain same at Buyer's sole acts and expense. All remote control devices nust also be obtained by Buyer at Buyer's sole cost and expense.

"AS IS WHERE IS, WITH ALL FAULTS AND LIMITATIONS" SALE. BUYER IS ACQUIRING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS", IN ITS PRESENT STATE AND CONDITION, WITH ALL DEFECTS, BOTH PATENT AND LATENT, AND WITH ALL FAULTS OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAY MAY HERAFTER ARISE. INCLUDING, WITHOUT LIMITATION, ALL EXISTING CONDITIONS, IF ANY, OF LEAD PAINT, MOLD, RADON, OR OTHER ENVIRONMENTAL OR MEALTH HAZARDS ("ENVIRONMENTAL MATTERS"). BUYER ACKNOWLEDGES THAT NEITHER SELLER MOR ANY OF THEIR RESPECTIVE AGENTS, BROKERS OR AUCTIONEERS ARE MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSCEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (A) THE VALUE, ANY APPRAISED VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL PURPOSES. ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY, OR ITS OPERATION WITH, ANY LAWS, RULES, ORDINANCES OR REGILATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE MABITABILITY, MERCHANTABILITY, PROFITABILITY, TENANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (H) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; (H) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; (J) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY HAT MAY BE PROVIDED TO BUYER. (L) THE CONFORMITY OF THE PROPERTY OR PROPERTY HAT MAY BE PROVIDED TO BUYER. (L) THE CONFORMITY OF THE PROPERTY OR PROPERTY HAT MAY BE PROVIDED TO BUYER. (L) THE CONFORMITY OF THE PROPERTY OR PROPERTY HAT MAY BE PROVIDED TO BUYER. (M) THE EXISTENCE OF SOIL INSTABILITY PAST SOIL RE

BUYER ACKNOWLEDGES THAT THE PROPERTY MAY NOT SE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW, ORDINANCES, STATUTES OR CODES, AND NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND, THEREFORE, THE PROPERTY MAY NOT BE IN HABITABLE CONDITION.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY REPRESENTATIONS REGARDING THE VALUE OF THE PROPERTY, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, WITH ANY ENVIRONMENTAL MATTER OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AND ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY, OF ANY HAZARDOUS BUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LABILITY ACT OF 1960, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER AND ANY OTHER STAJE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY.

UPON CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, SELLER, AND EACH OF THEIR REPRESENTATIVES, BROKERS, AGENTS, AUCTIONEERS, SUCCESSORS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR

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LIABILITY TO BUYER. BUYER AGREES THAT SELLER, AND EACH OF THEIR REPRESENTATIVES, BROKERS, AGENTS, AUCTIONEERS, SUCCESSORS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S HEIRS, SUCCESSORS AND ASSIGNS MAY INCIR AS A RESULT OF DEFECTS THAT MAY MOW, OR MAY HEREAFTER, EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS. INDEMNIEY AND DEFEND SELLER, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS SUCCESSORS AND ASSIGNS FROM ANY SUCH CLAIM. THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, BUCCESSORB AND ABSIGNS ("SELLER RELEASED PARTIES") FROM ANY AND ALL CLAIMS, THAT HEISHEIT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, WHETHER ADMINISTRATIVE OR JUDICIAL, LOSSES, COSTS (INCLUDING ANY AND ALL REASONABLE ATTORNEYS' FEES, COURT COSTS, AND REASONABLE COSTS OF INVESTIGATION, LITIGATION, AND SETTLEMENT, EXPENSES, SANCTIONS, CURTAILMENTS, INTEREST, LIABILITIES, PENALTIES, FINES, DEMANDS, EXPENSES, LIENS, JUDGMENTS, COMPENSATION, FEES, LOSS OF PROFITS, MIJURIES, DEATH, AND/OR DAMAGES, OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT. JOINT OR SEVERAL, CRIMINAL OR CIVIL, OR IN LAW OR IN EQUITY ("CLAIMS") ARIBING FROM OR RELATING TO THE PROPERTY, BUYER'S BREACH OF OR FAILURE TO COMPLY FULLY WITH ANY PROVISION IN THIS AGREEMENT, INSPECTIONS OR REPAIRS MADE BY BUYER OR HIS/HER/ITS AGENTS, REPRESENTATIVES, BROKERS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, THE IMPOSITION OF ANY FINE OR PENALTY IMPOSED BY ANY GOVERNMENTAL ENTITY RESULTING FROM BUYER'S FAILURE TO TIMELY OSTAIN ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER REQUIRED CERTIFICATE OR PERMIT, OR TO COMPLY WITH EQUIVALENT LAWS AND REQULATIONS. CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION. THE VALUE OF THE PROPERTY, ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY OR ANY HAZARDOUS SUBSTANCE AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE PROPISION SHALL SURVIVE CLOSING. THIS RELEASE INCLIDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HISHERITS FAVOR WHICH, IF RESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIS

THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION 9 SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT. THIS MEANS THAT THE TERMIS OF THIS SECTION 9 WILL CONTINUE TO HAVE LEGAL EFFECT EVEN AFTER CLOSING OR ANY OTHER TERMINATION OF THIS AGREEMENT.

\*\*C. GONVEYANCE OF TITLE. All of Safar's right, bits and interest to the Property shall be conveyed to Buyer by Brief and a form acceptable to Sales in Safar's sole and absolute discretion. Safar shall be under no obligation in (A) remove any little exception, (B) bring any sobon or proceeding or bear any expense in order to enable Safar to convey the to the Property in approach with the Agraement of (C) observable by the Title Company. Any accepts by Safar to remove such title exceptions shall not impose an obligation upon Safar to remove such stitle exceptions shall not impose an obligation upon Safar to remove such title exceptions shall not impose an obligation upon Safar to remove such title exceptions shall not impose an obligation upon Safar to remove such title exceptions shall not impose an obligation of safar to the Property may be auded to cour septional of foreclosure or to a morphage in safar safar. (F) For any REASON, SELLER (A) IS UNABLE TO MAKE THE TITLE INSURABLE OR CORRECT TITLE PROBLEMS OR (B) IS UNABLE TO ASSIST THE BUYER IN PROCURING FROM THE TITLE COMPANY, OR ANOTHER REPUTABLE TITLE INSURANCE COMPANY, AN OWNER'S POLICY AND LOAN POLICY, IF APPLICABLE, AT REGULAR RATES (C) DETERMINES IN ITS SOLE DISCRETION THAT IT IS UNABLE, OR IT IS ECONOMICALLY NOT FEASBLE, TO CONVEY GOOD AND MARKETABLE TITLE TO THE PROPERTY INSURABLE BY THE TITLE CLOSING DATE, AND THE CLOSING DATE IS NOT EXTENDED OR OTHERWISE AMENDED AS SET FORTH ELSEWHERE IN THIS AGREEMENT FOR BY SELLER IN ITS SOLE AND ABSOLUTE DISCRETION), OR (D) DETERMINES, IN ITS SOLE DISCRETION TO TERMINATE THE AGREEMENT AND DEEM THE AGREEMENT NULL AND VOID, IF REQUIRED BY APPLICABLE LAW, AMBOR IF REQUIRED BY ANY EXISTING CONTRACT OR AGREEMENT BINDING UPON BELLER AND/OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AGREEMENT WITH THE PROPE OWNER OF THE PROPERTY, ANY MORTGAGE INSURER OR ANY MORTGAGE BROWER.

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THEN SELLER MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO BUYER AND THE ESCROWICLDSING AGENT. SUCH RIGHT TO TERMINATE THE AGREEMENT SHALL BE AN UNLIMITED RIGHT TO TERMINATE. IN SUCH EVENT, THE ESCROWICLOSING AGENT SHALL RETURN TO BUYER AS BUYER'S BOLE AND EXCLUSIVE REMEDY) THE EARNEST MONEY DEPOSIT. UPON RETURN OF THE EARNEST MONEY DEPOSIT AS PROVIDED IN THIS SECTION, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL BE RELEASED FROM ANY FURTHER OBLIGATION, RESPONSIBILITY AND LIABILITY, EACH TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. BUYER GRANTS SELLER THE UNLATERAL RIGHT TO EXECUTE TERMINATION INSTRUCTIONS IN THE EVENT THAT SELLER ELECTS TO TERMINATE THIS AGREEMENT.

BUYER'S MITIALS: DH

#### 1). COSTS AND PRORATIONS.

- PRORATIONS. Unless otherwise required by applicable law, the EbaroxyClosing Agent shall prorate the following expenses as of the Closing Date, regardless of state or local custom: all real A property laxes and assessments, municipal water and sewer charges, rents, condominium or pleaned wit development or a mise removably assessments, cooperative fees, maintenance fees, homeowine, assessments imposed prior to the Clearing Data payments on conta, and other special assessment district bonds and assessments imposed prior to Closing. Payment of apacial sessesment district hunds and assessments, and payments of homeowners associations or condominium association special assessments shall be paid current with degreens and yet due and owing to be assumed by Buyer without credit toward the Murchase Price. In determining providing, all expenses according after the Closing Date shall be allocated to Buyer. The Property taxes shall be croreled based on an estmate or actual taxes from the previous year on the Property. All projetimes shall be based upon a 50-day month and all such prorespons shall be final. Seller shall not be responsible for any amounts due, paid on to be paid after Okeang, including, but not limited to, any faxos, perofice or interest assessed or due as a result of retroactive ipostophed or additional lawes resulting from any change of use of, or construction on, or improvement to the Property, or an adjustment in the change in use of, or construction on, or improvement to the Property, or an equationer in the according or assessed value of the Property. Saller shall provide the Escrow/Closing Agent with any tentrolls in Sellers actus, possession that would asset the Escrow/Closing Agent in proroting reats. If the regular homeowhat association does were paid of or to the date of the Close of the Escrow/ or a period of time subsequent to such dain, from Buyer shall pay to Seller that continue of the association of the Close of the Clo connection with the sale of the Property from Select to Buyer shall be paid of duyer. Instrume promitions will not be professed. Sollier cannot enclose an essign existing insurence policies (if any) to Buyer, and Seller may cancel any existing insurance on the Proporty as of the date of the Close of Esclaw. If the Property is heated by, or has storage tanks for fuel of Tigartied perfoleum gases, or similar fuels, Buyer will buy the fuel in the tank at Closing at the current or ce as owoulded by the supplier. In the event Seller has said any taxes, special assessments, or other fees and livers is a ratural of any such taxes, as assessments, or fees after Closing, Buyer, as the then outrem owner of the Property, or the diosing agent, in the event of a halphack for payment of such terns, shall immediately remit the refund to Seller.
- 3. SELLER'S EXPENSES. Seller shall pay Seller's anare of protetions under Section 11A pooks and any other face or taxes that may be imposed upon Seller and that Seller is required to pay pursuant to Maine law. To the extent Buyer agrees to except the services of the extraunidos to pay pursuant to Maine law. To the extent Buyer agrees to except the services of the extraunidos of seller as set forth in Section 5 hereof, Seller shall pay the premium for the Owner's Policy, as well at the search tee. If Buyer does not agree to accept the services of such esponsible for such expenses. Except as provided hereir, Sellar shall not be responsible for any amounts due, paid or to be paid after Closing. In the event Seller has paid any taxes, special assessments or test in other less et or oncy to Closing and there is a refund of any such taxes, special assessments or test after Closing, and control to the Property, receives the payment. Buyer will immediately submit the refund to Seller. The Extrawollosing Agent is hereby authorized to pay four Seller's proxesors Seller's expenses set forth in this Section.

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- BUYER'S EXPENSES. In the fullest extent permisable by applicable law. Buyer shall pay, nativitistanding state or loos outcom, all costs of deputile, the premium for the Loan Policy of scolloshie), as well as any fees and additional costs and expenses associated with extended coverage among title and remembers associated with the Cwmer's Policy and the Loan Policy any Maine documentary stamp taxes or other documentary transfer tax or described tax that may be imposed who reellers and/or ouvers of Maine real property cursuant to Maine law, four fees, from paints and other costs of Buyer's londor in connection with Buyer's Loan Documents and Buyer's loan (if applicable), tax service fees, recordation fees for the Deed and Buyer's Loan Documents. Buyer's sharm of portraining under Section 11A above, and first month's condominium to measure's association members in fees and essessments, if any, all ascrow fees and charges unless otherwise required by law or agreed to in writing by Solid and other closing costs of Buyer. To be fulliest extent permisable by applicable law, all other costs and expenses, including any cost expense or transfer tax imposed by any state or coal entity not otherwise addressed herein, shall be paid by Buyer. Any and at termine characters and recome and any inapections required by any larger and not limited to any roof cartifications, whell at the at the cole cost and expense of Buyer. Buyer authorizes the Escrow/Closing Agent to debt by yer's account in the amount of twenty do lars (\$20.00) at Closing in the event Buyer talls to deposit with the Federal Cosing Agent at charge of ownership statement if and to the extent any such statement in required. The faragoing costs and expenses shall be paid by the Express/Cosing Agent on Buyer's behalf from funds deposited into Escrow by Buyer.
- PRE-CLOSING EXPENSES. Buyer and Selen are aware that the Escrow/C using Agont may nouncertain expenses of this the obtree of processing this transaction which must be pair orior to closing. Such costs may include just each on the limited to demand request teeps, homeowher association document tees, course tees, overlight may service and buding and/or insport or reports, if applicable. Escrow/Closing Agent is authorized and instructed to refesse funds for payment of such costs prior to Closing from funds deposited into teams why Buyer. The parties acknowledge that the funds are not refundable and the Escrow/Closing Agent is specifically released from all responsibility and/or lactify for payment of any funds or released through Escrow. At Closing, the Escrow/Closing Agent is suchorized to charge the appropriate party for costs incurred, or to bredit party. Indeeds any
- POST-CLOSING AND SURSEQUENT NOTICE OF COSTS, LIENS, OR ASSESSMENTS. The acceptance of the Deed by Buyer will be deemied to constitute full compliance by Seler with all of the terms and conditions of this Agreement. To the fullest extent print skills by explicitable low, seller shall NOT be responsible for any unpaid real estate taxes endfor assessments, levies "end, shes, penaltes fromeowher responsible for a bite seerch prior to Closing, builty charges or any other charges not readily obtainable from a bite seerch prior to Closing, builty charges or any other charges not readily obtainable from a bite seerch prior to Closing, builty charges or any other charges not readily obtainable from a bite seerch prior to Closing. In All ANY HIME AFTER CLOSING, BUYER OR HIS/HER/HTS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WITH NOT OF RECORD AT THE TIVE OF CLOSING, INCLUDING, WITHOUT HIMITATION, CODE VIOLATIONS, TAXES FEES, CHARGES, UTILITY LIENS, OR HOMEOWARE ASSOCIATION OR CONDOMINIUM ASSESSMENTS, BUYER SHALL SOLELY BE RESPONSIBLE FOR THEIR FAYMENT AND SATISFACTION AND OTHER FILLES TEXTENT PERFUNSIBILE BY APPLICABLE LAW, BUYER HIRCHON RELEASES SELLER HITS EMPLOYEES, OFFICERS DIRECTORS, AUGITONEERS, BROKERS AGENTS, SUCCESSORS AND ASSIGNS OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER SELLER CONNECTION THE PROPERTY AT HER TIME SUCCEOUSTS WERE ASSESSED OR NOTIFIED OR SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS Buyer is responsible for ventying any obsessments and succeousity to assessment that may not be of record and rereby releases Seller from any end all fability related to any such lens Lidgments of assessments. Notwithstanding anything to the contrary in this Agreement by any provision which Agreement, Fricialing performance or observed acceptance for this Agreement by any party and portione of this Agreement, Fricialing performance or observed accept
- 12. DEFAULT AND REMEDIES. By initiating today, Buyer and Seller elect for this entire Section to apply:

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- A. BUYER DEFAULT. BUYER AND SELLER AGREE THAT IF BUYER FAILS TO PURCHASE THE PROPERTY FROM SELLER BY REASON OF ANY DEFAULT OF BUYER, AS DETERMINED BY SELLER IN ITS SOLE DISGRETION: (1) SELLER SHALL BE RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO SELLER'S FAILURE TO SELL AND CONVEY THE PROPERTY TO BUYER, AND (2) BUYER AND SELLER EXPRESSLY AGREE THAT IT WOULD BE EXTREMELY DEFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH A DEFAULT BY BUYER AND, THEREFORE, THE PARTIES AGREE THAT SELLER SHALL RETAIN AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND AS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BUYER'S BREACH OF THIS AGREEMENT, AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT, (PROVIDED, HOWEVER, THE AMOUNT RETAINED SHALL BE NO MORE THAN FIVE PERCENT (5%) OF THE PURCHASE PRICE; ANY AMOUNT IN EXCESS OF FIVE PERCENT (5%) SHALL BE PROMPTLY RETURNED TO BUYER). AND INVOKE ANY OTHER REMEDY EXPRESSLY SET OUT IN THE AGREEMENT OR AVAILABLE UNDER APPLICABLE LAW. NOTWITHSTANDING ALL OF THE FOREGOING, SELLER RETAINS THE RIGHT TO PROCEED AGAINST BUYER FOR ENFORCEMENT OF BUYER'S INDEMISTICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EYENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.
- B. SELLER DEFAULT. BUYER AND SELLER AGREE THAT IF SELLER IS UNABLE TO PERFORM AS REQUIRED BY THIS AGREEMENT, THEN THIS AGREEMENT MAY BE TERMINATED UPON SELLER'S WRITTEN NOTICE TO BUYER. IN SUCH EVENT, BUYER'S EARNEST MONEY DEPOSIT SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY IN SUCH EVENT, IN NO EVENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.
- WAIVER OF SPECIFIC PERFORMANCE REMEDY. AS A MATERIAL PART OF THE CONSIDERATION TO BE PAID OR RECEIVED BY SELLER OR BUYER LINDER THIS AGREEMENT, BUYER WAIVES ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE AND TO RECORD A LIS PENDENS OR NOTICE OF PENDENCY OF ACTION AGAINST THE PROPERTY IF A DISPUTE ARISES CONCERNING THIS AGREEMENT. BUYER AGREES THAT THE PROPERTY IS NOT UNIQUE AND THAT IN THE EVENT OF SELLER'S DEFAULT OR MATERIAL BREACH OF THIS AGREEMENT. BUYER CAN BE ADEQUATELY AND FAIRLY COMPENSATED SOLELY BY RECEIVING A RETURN OF THE EARNEST MONEY DEPOSIT. UPON RETURN OF THE EARNEST MONEY DEPOSIT, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER HEREBY BREVOCABLY INSTRUCT THE ESCROWOLOSING AGENT TO RETURN ALL, FUNDS AND DOCUMENTS TO THE PARTY THAT DEPOSITED SAME WITHOUT FURTHER DIRECTION. IN NO EVENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.
- D. BUYER ACKNOWLEDGES AND AGREES AND CONFIRMS TO THE ESCROWICLOSING AGENT THAT BY SIGNING THIS AGREEMENT, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY DEPOSIT AND THE EXTENSION FEE, IF ANY, UNDER THIS SECTION 12, OR TERMINATE THIS AGREEMENT PURSUANT TO SECTIONS 6 OR 10, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM BUYER.

SELLER'S INITIALS MEH

BUYER'S INITIALS DH . ....

#### 13. DISPUTE RESOLUTION

A <u>MEDIATION</u>. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, AT THE AGREEMENT OF SELLER AND BUYER, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE RESORTING TO OR INITIATING ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY BETWEEN BUYER AND SELLER AND EACH PARTY SHALL BEAR HISHERITS OWN ATTORNEY'S FEES AND COSTS. NEITHER PARTY MAY REQUIRE BINDING ARBITRATION

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PRIOR TO COMMENCEMENT OF COURT ACTION, ALTHOUGH THE PARTIES MAY VOLUNTARILY MUTUALLY AGREE TO SUCH ARBITRATION BY INITIALING THIS SECTION AS SET FORTH BELOW.

6. ARBITRATION OF DISPUTES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. BUYER AND SELLER AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AGREEMENT SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION HELD IN DENTON COUNTY, TEXAS, WITH AND UNDER THE DISPUTE RESOLUTION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). IN ADDITION, ANY DISPUTE ARISING OUT OF THIS AGREEMENT, INCLUDING ITS INTERPRETATION, ENFORCEABILITY, AND THE ARBITRATITY OF DISPUTES BETWEEN THE PARTIES WILL BE DECIDED BY THE ARBITRATOR, JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING HURSDICTION THEREOF.

SUBJECT TO SECTION 13A ABOVE, BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO MAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLIDED IN THIS "ARBITRATION OF DISPUTES" PROVISION" DECIDED BY NEUTRAL BINDING ARBITRATION AS PROVIDED BY MAINE LAW AND ARE GIVING UP ANY RIGHTS BUYER AND SELLER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL, RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION, IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE TEXAS LAW. BUYER'S AND SELLER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

C. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "DISPUTE RESOLUTION" PROVISION TO NEUTRAL BINDING ARBITRATION.

SELLER'S INITIALS MH

BUYER'S INITIALS # 1

- 14. RISK OF LOSS. If any material portion of the Property is damaged or destroyed oncrite. Useing as catermined by Seller in is safe discretion, Seller shall give Buyer written notice. Buyer shall have the option, or (b) consummate this Agreement in secondance with lent (10 Business Days after receipt of such written notice, but made the Agreement in secondance with its terms. In any event Seller shall not be deemed to be in default under the Agreement as a result of such carriage or destruction. Buyer shall be desired to have we way as right to terminate this Agreement if Buyer poss not notify Seller in writing of its election to terminate this Agreement within ten 1/10. Business Dess after receipt of Seller's written notice of material parage. Noomtratanding the foregoing, any termination notice giver by Ruyer under this Section shall be rendered neffective if within the (3) Business Dess after receipt of such written notice. Seller delivers to Buyer Seller's written agreement to repair, at Set or's sole cost and expense all such corruge. In such event the Closing Date shall be deemed automatically extended to the thin (3)<sup>10</sup>, Business Day following Seller's completion of such repair. Buyer shall not be entitled to any insurance proceeds or potatic early tights with respect to any claims Seller may have with respect to insurance meints and by Seller with respect to the Procenty.
- 45. <u>JOINT CLOSING INSTRUCTIONS TO ESCROWACLOSING AGENT.</u> The applicable portions of this Agreement constitute the joint docsing instructions of Buyer and Seller to the Escrow/Closing Agent, which the Escrow/Closing Agent is to use along with any related additional docsing instructions as referred to in Section 5 above, general provisions and/or any mutual instructions provided by Buyer and Soller to close the transaction contemplates by this Agreement.

#### 16. MISCELLANEOUS MATTERS.

A. <u>ASSIGNMENT OF BUYER'S INTEREST; RIGHTS OF OTHERS</u>. Buyer may not seagn or record his, her their and/or wairight, title or interest in the transaction without the express of or written consent of Seller, which consent may be withheld in the side and absolute discretion of Seller. Seller may seem the Advenment at its sole discretion without or or notice to, or consent of Buyer.

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The Agreement does not create any rights, claims or benefits inuring to any person or entry other than Heller's successors and/or assigns, that is not a party to the Agreement, not does it create or watabilish any third party beneficiary to the Agreement.

- B. <u>MULTIPLE LISTING SERVICE</u>. If Seller's on Buyer's proken is a participant of an Association/Board multiple listing service ("MUS") such proken is authorized to report the sate, its price, terms, and financing for the publication dissemination, information and use of the VLS, its parent on tyllauthorized members, participants and subscriptors.
- C. <u>TITLES, HEADINGS, AND CAPTIONS</u>. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- OTHER AGREEMENTS. This Agreement and any exhibits, addends and disclosures attached hards constitute the entire agreement between Buyer and Solici concerning the audied matter hards and those are no one or other written agreements between Buyer and Selen. All regulations are morged into this Agreement. This Agreement shall not be modified or emerced except by an instrument in writing signed by Buyer and Seller. No oral promises representations (excess or implied), warranties or agreements made by Seller. Seller's brokers, agants or auditiones's shall be deemed valid or blinding main Seller unless expressly included in this Agreement.
- E. <u>ATTORNEYS' FEES</u>. In any action, proceeding or arotration arising out or his Agreement, the preveating pany (defined as the party who prevails as it is substantial part of the trigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- F SEVERABILITY:INTERPRETATION. In the event that any portion of this Agroament shall be determined to be invalid or unanthromable through a judicial, regulatory, or administrative proceeding, the same shall be that each the validity and enforceability of the remaining portion of this Agroament. The remainder of this Agreement enall remain in full force and effect and shall be construed to fulfill the intention of the parties herefore. Buyer and Seller accordaging that each party has reviewed this Agreement and has the adequate opportunity to consult lagsill coursel with respect thereto and that the rule of construction to the effect that any ambiguities are to be resolved eight that defining party is all not be employed. The interpretation of this Aurement or any amendments needs.
- G. THE IS OF THE ESSENCE. Time is of the sessance for the performance of each and every covernant of Buyer under the Agreement and the sets/fection of each and every condition imposed upon Buyer under this Agreement.

GOVERNING LAW AND VENUE. To the finitest extent permissible under applicable law all questions with respect to the construction of this Agreement, and the rights and liab less of the parties hereto, shell the governed by the laws of the State of Meline in the course located in Denton County Toxics. The state and tederal courts coated in such county shall be proper forums for any legal confirments year when the parties energy in connection with this Agreement, which counts shall be the exclusive forums for all such sults, access or proceedings. The confidence higher inversionly consent to the service of process in connection with day such confidence by the mailing by registered or certified mail, postage preceding at the respective accresses set forth in, or designated pursuant to, this Agreement.

44. COUNTERPARTS AND ELECTRONIC SIGNATURES. The Agreement may be executed an multiple counterparts by the parties ferally. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signature to the original or the same counterpart. Each counfercert shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the care of this Agreement. Facsimile, documents executed, adanted and transmitted electronically and electronic signatures shall be deemed original agratures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original agreement, any Addendum thereto or any other.

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document hecessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic agreeture in accordance with the Electronic Signatures in Global and National Commerce Act (\*E-Sign Act\*). Title 16, United States Code Sections 7001 et seq. the Uniform Electronic Transaction Act (\*UETA\*) and any applicable state (aw. Any document accepted, executed or agreed to in conformity with such take will be cinding on cott Sellar and Buyer the same as if if were physically executed, and Buyer handby consents to the use of any third party clothen it signature capture service providers as may be chosen by Seller or Seller's auctioned (s).

- <u>FURTHER ASSURANCES</u>. The perties hereby agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- J. GENDERINUMBER/REFERENCES TO SELLER. Whenever the context indicates that auch is the Intert, words in the singles in unber shall include the plural and wide verse and the mascurine shall include the familiars and vice verse. Pronouns shall be deemed to refer to all genders. All provisions thinkin for the benefit of Seller shall be deemed to be for the cenefit of Seller shall be Seller's agents and sub-agents (including, without limitation. Seller's published, broker(s) or agent(s)) and each of their respective officers, directors attachnicers, employeds, attorneys, representatives affiliates and subsidients.
- SURVIVAL OF INDEMNIFICATION/DEFENSE/HOLD HARMLESS. Any innominification, detense or hold hermless obligables of Buyer for the benefit of Seller in this Agreement shall survive Closing and/or termination of this Agreement.
- FULL PERFORMANCE. Seller's delivery of the Dead to the Property to the Escroy/Closing Agent shell be deemed to be full performance and discharge of all of Seller's obligations under the Agreement.
- V. EMINENT DOMAIN. In the event that Saller's interest in the Property, or any part thereof, shall have been taken by entinent domain or shall be in the procees of being taken on or before the Closing Date, either party may terminate this Agreement by providing which noboe to the other party and the Escrow/Closing Agent, the Earnest Money Deposit shall be returned to Buyer upon the Escrow/Closing Agent's worept of such termination notice and neither Buyer for Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise specifically provided in this Agreement.

FORCE MAJEURE. No party shall be responsible for detays or failure of performance resulting from acts of Cod, note, acts of war, ecidemics, power failures, earthquakse or other diseasers, provided such datay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be procured by such party through use of alternate adurtes, workshound pilers, to other magnet, encept as provided in Section 14 of this Agreement.

- ADDITIONAL DOCUMENTS. All carties signing this Agreement hereby advinowedge receip, of a copy of this Agreement and any exhibits, addenso and disclosures attached herein.
- O. NOTICE. This Agreement shall blind and hurse to the benefit of the parties and their permitted assigns and successors in interest. All notices, approvals, and other communications contemplated given or required under this Agreement shall be in writing and shall be deemed given and received upon receipt if. (a) delivered personally, or (b) multiple by registered or certified maintellum receipt feducation, passage prepaid, another (b) sent by a nationally recognized owningly obtain. Notice to Buyer shall be sent to the address set to thin Section 18 herein and to Selends (d) was: Selen, of b Xome Inc., Arth. Centeral Counsel, 750 Highway 121 BYP. Suite 100, Lewis like TX 1506/, or to such other address or eddresses as may from time to time be designated by either party by written notice to the other.
- P. <u>AUCTION/SALE PROCESS</u>. Neither Seller, not Seller's brokers, agents or auctionnests is making any representation or warranty as to the manner in which the sale process will be managed. No obligation to sell shall be binding on Seller unless and until a written contract of sale or ourchase agreement is signed and delivered by Seller. Seller may respire any oral soceptance of a whoning.

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bid prior to the execution and delivery of this Agreement for any research including, but not limited to, the receipt of a subsequent higher tid of offer to purchase the Property, whether such higher bid on offer to purchase the Property was received pursuant to the auction terms and conditions, or otherwise.

- Q. PROHIBITED PERSONS AND TRANSACTIONS. Each party represents and warrants to the other that neither it, nor any of its affiliates, not any of their members, directors or other equity owners (excluding holders of publicly traded shares) and none of their principal officers and employees; (i) a listed as a repectically designated nations and blocked person on the most correct list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"); (i is a person or entity with whom U.S. persons or entitles are restricted from doing business under CFAC regulations or any other examis or executive order (Including the September 24, 2001 "Exseutive Order Blocking Property and Prohibiting Transactions with Persons Who Commit Throaten to Commit, or Support Tamorism'); and/or (ii) is engaged in prohibited dealings or transactions with any such persons or entities.
- R. AUTHORITY TO EXECUTE. If Buyer is a partnership, association, corporation, military temperaty or trust, the signatory hereto represents and warrants that heighbours, aduly at thoused under sophistic law to enter into this Agreement on behalf of such early such that such entry is (1) duly formed and in good standing in the state in which it not prorotted and (2) it good standing and authorized to transact business in the state where the Property is located, having unabated advers to conduct its activities, including the power to contract.
- S. LEGALLY BINDING CONTRACT. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS HEREIN, CONSULT LEGAL OR DITHER COUNSEL BEFORE SIGNING THIS AGREEMENT. BLYPER HAS SEEN ADVISED BY BELLER; SELLER'S AGENTS, BROKERS AND AUCTIONERS TO SEEK LEGAL, FINANCIAL, CONSTRUCTION, AIR QUALITY, ENVIRONMENTAL AND/OR PROFESSIONAL INSPECTIONS BY QUALIFIED PROFESSIONALS REGARDING BUVER'S PURCHASE OF THE PROPERTY AND THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER REPRESENTS AND WARRANTS THAT HEISHBIT HAS CONSULTED WITH, HAD THE OPPORTUNITY TO CONSULT WITH OR WAIVED THE RIGHT TO CONSULT WITH LEGAL OR OTHER PROFESSIONALS BUYER DEEMS NECESSARY.
- I. LANGUAGE IN BOLD OR CAPITALIZED. FOR EMPHASIS AND BUYER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION). BUT EACH AND EVERY PROVISION IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD, NO PROVISION SHOULD BE KINDRED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR
- U. MODIFICATION AND WAIVER. No provision, term or datise of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the parties. The waiver by any party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the parties shall operate as a waiver of any provision of the Agreement.
- V. <u>ATTORNEY REVIEW</u>. Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in level of any party because that party failed to undorstand the legal effect of the provisions of the Agreement.
- W. INITIALS. The parties agree to all of the forms in the Agreement whether any prevision or page is separately initially crinic. For emphasis some sections or provisions in the Agreement contain a place for the parties to separately initial, but the failure to initial any section provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

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(SIGNATURE PAGE FOLLOWS)

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There is N September as good that "Course A and described by Revolutional Section 51.

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11/01/2018

| Cated: | 12/22/2017          | Dated: 12/21/2017  |
|--------|---------------------|--|
| SELLE  | iR:                 | BUYER(S):  |
| Mic.   | haei Hubchik        | Donald Hills   |
| Malion | siai Mangage LLC    | Done di Hills  |
| PENTO  | NAVE                | PR VTED WAME   |
| θу     | Michael Hubchik     | _  |
| T lle: | Assistant Secretary | 710hA~44E  |
|        |                     | FRINTED NAME   |
|        |                     | ESCROWICLOSING AGENT ACKNOWLEDGEMENT;  |
|        |                     | EacrowClosing Agent acknowledges receipt of a copy of this Agreement and earnest money deposit in filly amount of \$5754.50 and agrees to act as EscrowClosing Agent subject to the terms and conditions of this Agreement, the terms of ExernwClosing Agents general provisions set forth in Ewhibit C., if any, and any supplements assume the inductions agreed upon by the patities. |
|        |                     | Po   |

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Signatura Paga

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