RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 06/12/13

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

11. FUEL/UTILITIES/PRORATIONS: ~~Fuel remaining in tank on day of closing shall be paid by Buyer at cash p closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid th closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, (other)~~ The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	✓		Within 20 days	l. Mold	✓		Within 20 days
b. Sewage Disposal			Within ___ days	m. Lead Paint			Within ___ days
c. Coastal shoreland septic			Within ___ days	n. Arsenic Treated Wood			Within ___ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)			Within ___ days	o. Pests			Within ___ days
e. Water Quantity			Within ___ days	p. Code Conformance			Within ___ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	✓		Within 20 days	q. Insurance			Within ___ days
g. Square Footage			Within ___ days	r. Environmental Scan			Within ___ days
h. Pool			Within ___ days	s. Lot size/acreage			Within ___ days
i. Energy Audit			Within ___ days	t. Survey/MLI			Within ___ days
j. Chimney	✓		Within 20 days	u. Zoning			Within ___ days
k. Smoke/CO detectors			Within ___ days	v. Habitat Review/Waterfowl			Within ___ days
				w. Flood Plain			Within ___ days
				x. Other ___			Within ___ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. HOME SERVICE CONTRACTS: At closing, the property ☐ will ☑ will not be covered by a Home Warranty Insurance Program to be paid by ☐ Seller ☐ Buyer at a price of $ ___ to be provided through ___.

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

a. This Agreement is subject to Buyer obtaining a MSHA mortgage loan of 80 % of the purchase price, at an interest rate not to exceed 3.25 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 30 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

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

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

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to $ 6,000.00 toward Buyer's pre-paids, points and/or closing costs.

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

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.