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Approved with Conditions
Date: 04/21/15

ıvelope ID: 6074BAA5-435B-42E4-94FA-28A6D7226E24

# CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Red Brick Realty LLC, _____, whose mailing address is 672 Ocean Ave, Portland, ME 04103 (hereinafter called "Purchaser"), this 20th day of November, 2014, the sum of Two Thousand _____ Dollars ($ 2,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by Gray Holdings LLC (hereinafter called the "Seller") and located at 1706 Forest Ave in the city/town of Portland, County of Cumberland, State of Maine, described as follows: 2 plus story building located on approx. +/- .36 acres with parking lot and shed. parcel is based on 5 Map lots 309 G 003-007. _____ and being more fully described at said County Registry of Deeds in Book 28592, Page 176, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): all contents to be better described on sseprate attachment within 5 days from Seller.

2. PURCHASE PRICE: The total Purchase Price is Two Hundred Seventy Thousand Dollars ($ 270,000.00), with payment made as follows:

| | |
|---|---|
| Earnest money to be delivered on or before 11/26/2014: | $ 2,000.00 |
| Other: _____ | $ _____ |
| Other: _____ | $ _____ |
| Balance due at closing, in immediately-available funds: | $ 268,000.00 |

3. EARNEST MONEY/ACCEPTANCE: Magnusson Balfour ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until November 20, 2014 at 5 (☐ AM ☒ PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 60 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 02/14/14 (the "Closing Date") to Purchaser by Maine Statutory Short-Form warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

 Buyer's Initials DS KR Seller's Initials DS KF

Magnusson Balfour, 95 India St Portland, ME 04101
Phone: 2077747715107 Fax: 2078799102 Craig Church
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ASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.

9. PRORATIONS: The following items shall be prorated as of the Closing Date:

   a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
   b. Fuel.
   c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
   d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
   e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
   f. _____ .

10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within ___30___ days of the Effective Date.

    All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have ___14___ days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within ___14___ days from delivery of forms therefor. Purchaser shall also on a rolling basis have ___14___ days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest



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ıey and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: 2nd floor residential tenant.

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Sixty ( 60 ) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80.000 % of the purchase price at an initial interest rate not to exceed 5.500 % per annum, amortized over a period of not less than Twenty ( 20 ) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Five ( 5 ) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge ~~that they have been informed that~~ na ~~("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller.~~ Craig Church ("Selling Agent") is acting as a Buyer agent in this transaction and is representing Red Brick Realty LLC and that Kevin Fletcher ("Listing Agent") is acting as a Seller agent in this transaction and is representing Gray Holding LLC (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

 Buyer's Initials DS KR Seller's Initials DS KF

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IRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.

20. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.

22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.

23. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes X No ____ .

24. OTHER PROVISIONS:
Seller will be responsible for replacing entry steps to buyers satisfaction of the second floor tenant space prior to end of due diligence, Seller to provide list of assets to be included within 10 days and seller disclosure sheet, if not Buyer may declare the contract null and void and earnest money will be returned to Buyer.

**The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.**

Red Brick Realty LLC
Legal Name of Purchaser

Tax ID #

DocuSigned by:
By: Karen Rasmussen
AD1E5230A03C45C...
Signature

Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____ . In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this _____ day of 11/20/2014 , _____ .

Gray Holdings LLC
Legal Name of Seller

Tax ID #

 Buyer's Initials DS KR Seller's Initials _____

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ocuSigned by:

By: Kevin Fletcher
A51A4DF942CC47C... Signature

Kevin Fletcher
Name/Title, thereunto duly authorized

Legal Name of Escrow Agent

Name/Title, thereunto duly authorized

By: _____
Signature

**EFFECTIVE DATE OF THIS CONTRACT:** 11/20 2014

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# Addendum 1 to Agreement

Addendum to contract dated November 20, 2014

between Gray Holdings LLC (hereinafter "Seller")

and Red Brick Realty LLC (hereinafter "Buyer")

property 1706 Forest Ave, Portland, ME 04103

Buyer shall have 60 days from the Effective Date of this Agreement to obtain all required state and local permits and approvals to operate the property as a retail restaurant and commercial food preparation and to obtain confirmation, satisfactory to Buyer, that Buyer's intended use of the property as a retail restaurant and commercial food preparation is a permitted use and will conform with all applicable state and local laws, ordinances, rules and regulations. If Buyer cannot obtain such confirmation, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified time period and any earnest money shall be returned to Buyer. If Buyer does not notify Seller concerning the permitted use of the property within the time period set forth above, this contingency is waived by Buyer.

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

| | | | |
|---|---|---|---|
| DocuSigned by: Karen Rasmussen | 11/20/2014 | DocuSigned by: Kevin Fletcher | 11/20/2014 |
| Buyer A01E5230A03C45C... | Date | Seller 4DF942CC47C... | Date |
| Red Brick Realty LLC | | Gray Holdings LLC | |
| Buyer | Date | Seller | Date |

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lope ID: 314DCD32-796D-4589-A9B1-D017A5FF6BCE

# Addendum 2 to Agreement

Addendum to contract dated November 20, 2014

between Gray Holdings LLC (hereinafter "Seller")

and Red Brick Realty LLC (hereinafter "Buyer")

property 1706 Forest Ave, Portland, ME 04103

1. The closing date 2/14/2014 reference in paragraph 5 should read 2/13/2015.

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

| | | | |
|---|---|---|---|
| DocuSigned by: Karen Rasmussen 5DFE5230A03C45C... | 11/25/2014 | DocuSigned by: Kevin Fletcher A74A4DF942CC47C... | 11/25/2014 |
| Buyer Red Brick Realty LLC | Date | Seller Gray Holdings LLC | Date |
| Buyer | Date | Seller | Date |

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Approved with Conditions
Date: 04/21/15

lope ID: 6109BBE2-D61C-4EF2-9FFC-91DBFA026440

# INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated November 20, 2014, between Red Brick Realty LLC, Buyer, and Gray Holdings LLC, Seller, concerning the property located at 1706 Forest Ave, Portland, ME 04103.

## I. Extension

Buyer hereby requests additional time to research the issue of _____ as set forth in paragraph _____, sub _____, and, by signature below, Seller hereby extends the deadline in the Agreement to notify Seller of an unsatisfactory investigation to _____, _____.

Buyer Date Seller Date

Buyer Date Seller Date

## II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation (unless the Modification/Termination section from below is signed by Buyer), Buyer hereby requests the following modifications to the Agreement: KR

$10,000 (ten thousand)

~~Price to be reduced $20,000 because of new roof, chimney repair and replacement of HVAC on first floor. Seller to remove knob & tube wiring throughout, grease trap brought up to code and repair water issues. Bosch furnace needs leak fixed. Seller to remove oil tank, repair broken windows and install door at bulk head.~~

Both parties acknowledge Book + Page in Contract should read 31292 and page 191.

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph _____, sub _____. By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions to remain in full force and effect.

Karen Rasmussen 12/18/14 — Buyer Date

Kevin Fletcher 12/19/2014 — Seller Date

DocuSigned by: Karen Rasmussen 12/19/2014 — Buyer Date

Seller Date

## III. Extension/Modification/Termination

If either the Extension or the modifications to the Agreement requested above are not agreed to by Seller by the deadline set forth in Paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer Date Buyer Date

## IV. Termination of Agreement

Due to unsatisfactory investigation as set forth in paragraph _____, sub _____, Buyer hereby declares the Agreement null and void. The earnest money shall be returned to Buyer.

Buyer Date Buyer Date

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Magnusson Balfour, 95 India St Portland, ME 04101
Craig Church
Phone: 2077747715107 Fax: 2078799102
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# SELLER'S PROPERTY DISCLOSURE

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

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

**PROPERTY LOCATED AT:** 1706 Forest Ave Portland

## SECTION I. WATER SUPPLY

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

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump: ☐ Yes ☐ No ☑ N/A Quantity: ..... ☐ Yes ☑ No ☐ Unknown
Quality: ☐ Yes ☑ No ☐ Unknown
If YES to any question, please explain in the comment section below or with attachment.

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

- IF PRIVATE:

INSTALLATION: Location: _____
Installed BY: _____ DATE of Installation: _____
What is the source of your information: _____

USE: Number of Persons currently using system? _____
Does system supply water for more than one household? ..... ☐ Yes ☐ No ☐ Unknown

COMMENTS: _____

## SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☑ Public ☐ Private ☐ Quasi-Public _____ ☐ Unknown

- IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? ..... ☐ Yes ☑ No
What steps were taken to remedy the problem? _____

- IF PRIVATE:

TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____
Tank Size: ☐ 500 Gal. ☐ 1000 Gal. ☐ Unknown ☐ Other: _____
Tank Type: ☐ Concrete ☐ Metal ☐ Unknown ☐ Other: _____
Location: _____ OR ☐ Unknown Date of Installation: _____
Date Last Pumped: _____ Name of Company Pumping Tank: _____
Have you experienced any malfunctions? ..... ☐ Yes ☐ No
If yes, give the date and describe the problem: _____

Date of Last Servicing of tank: _____ Name of Company Servicing Tank: _____
LEACH FIELD: ..... ☐ Yes ☐ No ☐ Unknown
IF YES: Location: _____
Date of installation of leach field: _____ Installed by: _____
Date of Last Servicing of leach field: _____ Name of Company Servicing leach field: _____
Have you experienced any malfunctions? ..... ☐ Yes ☐ No
If yes, give the date and describe the problem & what steps were taken to remedy: _____

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? ..... ☐ Yes ☐ No
IF YES, is it available? _____
SOURCE OF INFORMATION: public
COMMENTS: _____
IS SYSTEM LOCATED IN A SHORELAND ZONE?: ..... ☐ Yes ☐ No ☑ Unknown
Is System located in a Coastal Shoreland Zone? ..... ☐ Yes ☐ No ☑ Unknown

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ERTY LOCATED AT 1706 Forest Ave Portland

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

| Heating System(s)/Source(s) | SYSTEM 1 | SYSTEM 2 | SYSTEM 3 | SYSTEM 4 |
|---|---|---|---|---|
| TYPE(S) | FHA-GAS | HWBB-GAS | | |
| Age of system(s)/source(s) | unknown | 2014 | | |
| Name of company that services system(s)/source(s) | unknown | Nadeau's Refrigeration | | |
| Date of most recent service call | unknown | Installation | | |
| Annual consumption per system/ source (i.e., gallons, kilowatt hours, cord(s)) | unknown | unknown | | |
| Malfunction per system(s)/ source(s) within past 2 years | none known | none | | |
| Other pertinent information | | | | |

Buried Oil Supply Line: ☐ Yes ☑ No ☐ Unknown — Sleeved: ☐ Yes ☑ No

Chimney(s) Lined: ☐ Yes ☐ No ☑ Unknown — Age: unk — Last Cleaned: unk

Is more than one heat source vented through one flue? ☐ Yes ☐ No ☑ Unknown — Had a chimney fire: ☐ Yes ☐ No ☑ Unknown

Has chimney been inspected? ☐ Yes ☐ No ☑ Unknown; If Yes, when: _____ — Power Vent: ☑ Yes ☐ No ☐ Unknown

COMMENTS: _____

## SECTION IV. HAZARDOUS MATERIAL

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

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☑ No ☐ Unknown

IF YES: Are tanks in current use? ☐ Yes ☐ No

IF NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? ☐ Yes ☐ No ☐ Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.? ☐ Yes ☐ No ☐ Unknown

Comments: _____

B. ASBESTOS - Current or previously existing:

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

IF YES: Source of Information: _____

COMMENTS: _____

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☑ No ☐ Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No Results & Comments: _____

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☑ No ☐ Unknown

IF YES: Date: _____ By: _____

Results: _____ If applicable, What remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown

Are test results available? ☐ Yes ☐ No Results & Comments: _____

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: *(Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)*

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? ☐ Yes ☐ No ☐ Unknown ☑ Unknown but possible due to age

IF YES, describe location and the basis for the determination: _____

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: ☐ Yes ☑ No

IF YES, describe: _____

Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☑ No

COMMENTS: _____



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Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/21/15

Envelope ID: 6074BAA5-435B-42E4-94FA-28A6D7226E24

ERTY LOCATED AT 1726 Forest Ave Portland

THER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☑ Unknown OTHER:
LAND FILL: ☐ Yes ☐ No ☑ Unknown
RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☑ Unknown

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

## SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations or restrictive covenants? ☐ Yes ☑ No ☐ Unknown
IF YES: Explain:
What is your source of information:

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

- Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: None
- Year Principal Structure Built: 1921 What year did Seller purchase property? 2014
- Roof: Year Built - Structure: unknown Year Shingles Installed: unknown
  Water, moisture or leakage: None
  Comments:
- Foundation/Basement: Sump Pump: ☐ Yes ☑ No ☐ Unknown Comments:
  Water, moisture or leakage since you owned the property: ☐ Yes ☑ No ☐ Unknown Comments:
  Knowledge of prior water, moisture or leakage: ☐ Yes ☐ No ☑ Unknown Comments:
- Mold: Has the property ever been tested for mold? ☐ Yes ☑ No ☐ Unknown If YES, are test results available? ☐ Yes ☐ No
- Electrical: ☐ Fuses ☑ Circuit Breaker ☐ Other: ☐ Unknown
- Has the property been surveyed? ☐ Yes ☐ No ☑ Unknown If YES, is the survey available? ☐ Yes ☐ No
- Manufactured Housing: Mobile Home - ☐ Yes ☑ No ☐ Unknown Modular - ☐ Yes ☑ No ☐ Unknown
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None

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

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

## SECTION VI. ADDITIONAL INFORMATION

The seller is a licensed broker in the State of Maine

2014 installation of Grease Interceptor in Parking lot

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

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

SELLER — DATE 9/9/14

SELLER — DATE

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

DocuSigned by: Karen Rasmussen — BUYER — DATE 11/20/2014
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BUYER — DATE

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# LEAD PAINT ADDENDUM

TO CONTRACT DATED _____ BETWEEN
Gray Holdings LLC (hereinafter "Seller")
AND _____ (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 1206 Forest Ave Portland, ME

Said contract is further subject to the following terms:

**Lead Warning Statement**

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

**Seller's Disclosure (check one)**

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

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

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

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

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

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

**Buyer's Acknowledgment**

(c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has **(check one below)**:

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

✓ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. this was filled in by buyer agent but confirmed via phone with both parties prior to.

**Agent's Acknowledgment**

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

**Certification of Accuracy**

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

| | | | |
|---|---|---|---|
| Manager | | DocuSigned by: Karen Rasmussen | 11/20/2014 |
| Seller | Date | Buyer 45FE5230A03C45C... | Date |
| Seller | Date | Buyer | Date |
| Agent | Date | Agent | 11/20/2014 Date |

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