

PURCHASE AND SALE AGREEMENT - LAND ONLY

May 17, 2004

May 20, 2004 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between The Vesta Corporation (hereinafter called "Buyer") and Goldeneye Corporation (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of ; If "part of" see paragraph 22 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at Lot 4 Presumpscott River Place III and described in deed(s) recorded at said County's Registry of Deeds Book(s) 18262/1883, Page(s) 150/157

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of. PRICE \$ 129,600.00 of which DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of. DEPOSIT \$ will be paid BALANCE DUE \$ 128,600.00

The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Goldeneye Corporation ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 25, 2004 (date) 5:00 AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on September 1, 2004 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

6. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION. Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none. 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.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

11. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Rev. 2004 Page 1 of 4 - P&S-LO Buyer(s) Initial Seller(s) Initials

12. FINANCING: This Agreement is  is not  subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years.
  - b. Buyer to provide Seller with letter **from** lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ 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 to provide Seller with loan commitment letter **from** lender showing that Buyer has secured the loan commitment within \_\_\_\_\_ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
  - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
  - e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
  - f. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay \$ \_\_\_\_\_ toward Buyer's pre-pays, points and/or closing costs.
  - g. Buyer's ability to obtain financing is  is not  subject to the sale of another property. See addendum Yes  No .
  - h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

13. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

\_\_\_\_\_ n/a of \_\_\_\_\_ n/a is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

14. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes are subject to release options in license law and the default clause contained herein.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

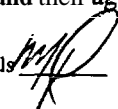
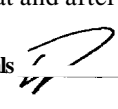
17. HEIRSIASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: Yes  Explain: \_\_\_\_\_ No

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, 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 entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

Page 3 of 4 - P&S-LO Buyer(s) Initials  Seller(s) Initials 

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STATUTORY WARRANTY DEED

GOLDENEYE CORP., a Maine corporation with a principal place of business in Westbrook, in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

VESTA CORPORATION, a Maine Corporation with a mailing address of P.O. Box 1464, Portland, Maine 04104

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 4 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan Book 202, Page 650, as revised on April 28, 2003 and recorded at said Registry of Deeds in Plan Book 204, Page 373 (hereinafter sometimes referred to as "Plan"), together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

Being a portion of the premises conveyed to the Grantor herein by deed of Robert L. Adam and Lloyd B. Wolf dated October 17, 2002 and recorded at the Cumberland County Registry of Deeds in Book 18262, Page 159. Reference is further made to a confirmation deed from Lloyd B. Wolf to Grantor herein dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 57.

EXCEPTING AND RESERVING to the Grantor, its successor and assigns, all right, title and interest in and to the fee interest in "Hope Avenue", so-called, as shown on the plan. The purpose of this reservation is to preserve the Grantor's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq. together with the right to convey said fee interest to the City of Portland.

This conveyance is subject to and with the benefit of the following:

1. Notes 1 through **19**, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan **Book** 202, Page 650 and Plan **Book** 204, Page **373**.

MAINE REAL ESTATE TAX PAID

2. Depending on the elevation of the lowest plumbing fixture, a private pump station may be required as more specifically set forth in Paragraph 12 of said Notes.
3. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
4. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan Book 125, Pages 45 and 46.
5. A ten (10) foot and thirty (30) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650 and Plan Book 204, Page 373.
6. A culvert and drainage easement deed from Goldeneye Corp. to the City of Portland dated July 6, 2004 and recorded at said Registry of Deeds in Book 21610, Page 52 relating to said easements as shown on Plan recorded in Plan Book 202, Page 650 and Plan Book 204, Page 373.
7. Terms and conditions of a State of Maine Department of Environmental Protection Site Location of Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23, 2002 and recorded at said Registry of Deeds in Book 18084, Page 64 (incorrectly referred to as 94 in previous deed) together with the requirement that all future conveyances shall include reference to this permit.
8. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 59.
9. The owner of Lot 4, being the lot herein conveyed, shall retain either a licensed civil engineer or landscape architect to assist in design of the improvements of this lot. The owner of this lot shall also retain that professional to provide construction phase services including, but not limited to, periodic site inspection for adherence to all required erosion and sedimentation control measures and to address any changes in field conditions which require modification to the design of the lot improvements. The minimum site inspection requirements are set forth in Note 5 on said Plan to which reference is hereby made for a more specific description. The professional (civil engineer or landscape architect) shall provide a written statement to the Portland Planning Authority

upon completion of construction of lot improvements affirming that the work is in substantial conformance to the approved plans and that all conditions of approval have been satisfied.

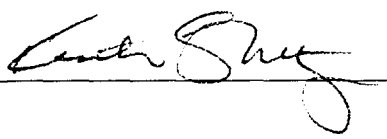
- 10. Lot 4 is subject to an undisturbed zone as shown on said plan.
- 11. Lot 4 is subject to a thirty (30) foot private drainage easement as shown on said plan.


Also hereby conveying together with and subject to all rights, easements, privileges and appurtenances, belonging to the premises hereinabove described.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which the Grantee herein by its acceptance of this deed hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said GOLDENEYE COW. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by LLOYD B. WOLF, its Treasurer thereunto duly authorized this 1<sup>st</sup> day of September, 2004.

GOLDENEYE COW.

  
\_\_\_\_\_

By:   
Its \_\_\_\_\_

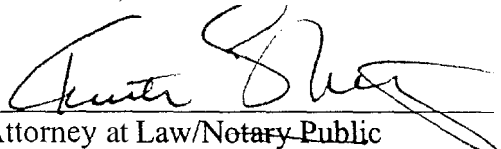
Received  
Recorded Register of Deeds  
Sep 01, 2004 02:47:18P  
Cumberland County  
John E O'Brien

STATE OF MAINE  
CUMBERLAND, SS.

September 1, 2004

Then personally appeared the above-named LLOYD B. WOLF, Treasurer of GOLDENEYE CORP. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

  
\_\_\_\_\_  
Attorney at Law/Notary Public

KENNETH E. SNITGER  
MAINE ATTORNEY AT LAW