PURCHASE AND SALE AG

("days" means business days unless

April 24 , 2013
Offer Date

Ef

1. PARTIES: This Agreement is made between Jocelyne Dera

Rivertrails, Bu

2. DESCRIPTION: Subject to the terms and conditions hereinafte
☐ part of; If "part of" see para. 22 for explanation) the property situ
County of Cumberland , State of Maine, locate
described in deed(s) recorded at said County's Registry of Deeds Bo

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and
$ 119,000.00 . Buyer ☐ has delivered; or ☒ will
a deposit of earnest money in the amount $ 1,000.00
offer and is not delivered by the above deadline, this offer shall be
deposit being delivered will not result in a binding contract. Buyer
$ n/a will be delivered n/a
compliance with the above terms shall constitute a default under thi
wire, certified, cashier's or trust account check upon delivery of the

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Inspections Division

Date: 10/18/13

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

4. ESCROW AGENT/ACCEPTANCE: Dan Anderson Real Estate, Inc. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 25, 2013 (date) 5 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. 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 30, 2013 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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) n/a . 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.

Dan Anderson Real Estate, Inc. 1326 Washibngton Ave Portland, ME 04103
Phone: (207)878-3206 Fax: 207-878-3207 Daniel Anderson

Basket

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10. DUE DILIGENCE: Buyer is encouraged to seek information fror

Neither Seller nor Licensee makes any warranties regarding the
Agreement is subject to the following contingencies, with results bei

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CONTINGENCY	YES	NO	DA COM		
1. SURVEY Purpose:	☐	☒			
2. SOILS TEST Purpose:	☐	☒			
3. SEPTIC SYSTEM DESIGN Purpose:	☐	☒			
4. LOCAL PERMITS Purpose:	☐	☒			
5. HAZARDOUS WASTE REPORTS Purpose:	☐	☒			
6. UTILITIES Purpose:	☐	☒			
7. WATER Purpose:	☐	☒			
8. SUB-DIVISION APPROVAL Purpose:	☐	☐			
9. DEP/LURC APPROVALS Purpose:	☐	☒			
10. ZONING VARIANCE Purpose:	☐	☒			
11. HABITAT REVIEW/ WATERFOWL Purpose:	☐	☒			
12. FARMLAND ADJACENCY Purpose:	☐	☒			
13. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose:	☐	☒			
14. DEED RESTRICTION Purpose:	☐	☒			
15. TAX STATUS/ TREE GROWTH Purpose:	☐	☒			
16. OTHER Purpose: Satisfactory design & lot placement of new dwelling.	☒	☐	10	buyer	buyer

Further specifications regarding any of the above: Elevation drawing of proposed dwelling approval by seller within 10 Business days. Dwelling placement, setbacks, & permit process satisfactory to purchaser within 10 business days.

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. 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, 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 inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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11. FINANCING: This Agreement ☐ is ☒ is not subject to Fin

a. This Agreement is subject to Buyer obtaining a _____ price, at an interest rate not to exceed _____ is under a good faith obligation to seek and obtain financin

b. Buyer to provide Seller with letter from lender showing th to verification of information, is qualified for the loan requ Agreement. If Buyer fails to provide Seller with such lette the earnest money shall be returned to Buyer.

c. Buyer hereby authorizes, instructs and directs its lender t Seller's licensee or Buyer's licensee.

d. After (b) is met, Buyer is obligated to notify Seller in v provide said financing. Any failure by Buyer to notify Sell shall be a default under this Agreement.

e. Buyer agrees to pay no more than n/a points. Seller ag actual pre-paids, points and/or closing costs, but no more t

f. Buyer's ability to obtain financing ☐ is ☐ is not subject t

g. Buyer may choose to pay cash instead of obtaining financ proof of funds and the Agreement shall no longer be su provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge t

Daniel W Anderson (005693) of _____
Licensee MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☒ Tra

Daniel W Anderson (005693) of Dar
Licensee MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☒ Transaction Broker

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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: 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.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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

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

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, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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Date: 10/18/13

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosu
lenders, appraisers, inspectors, investigators and others involved in t
Buyer and Seller authorize the lender and/or closing agent prepa
statement to the parties and their licensees prior to, at and after the cl

22. OTHER CONDITIONS: Seller agrees to pay Dan A
commission as agreed.

23. GENERAL PROVISIONS:

a. A copy of this Agreement is to be received by all parties a
fully understood, contact an attorney. This is a Maine contra

b. Seller acknowledges that State of Maine law requires b
prepayment of capital gains tax unless a waiver has been obt

c. Buyer and Seller acknowledge that under Maine law paym
owns the property on April 1, even if the property is sold be
the lien will be filed in the name of the owner as of April 1
and Seller shall agree at closing on their respective obliga
Seller should make sure they understand their obligations a
agreed.

d. Buyer acknowledges that Maine law requires continuing inte
the listing agent to the Seller.

24. ADDENDA: ☐ Yes Explain: _____

Buyer's Mailing address is _____

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Inspections Division

Date: 10/18/13

04/24/2013

BUYER Jocelyne Deraspe DATE

BUYER DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

04/24/2013 4/24/13

SELLER Rivertrails DATE SELLER Burt Wolf DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ____ AM ____ PM.

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE

EXTENSION:

The time for the performance of this Agreement is extended until _____.
DATE

SELLER DATE SELLER DATE

BUYER DATE BUYER DATE

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