

Addendum 3 to Agreement

Addendum to contract dated October 30, 2013

between TPO Properties, LLC (hereinafter "Seller")

and The Vesta Corporation (hereinafter "Buyer")

property Lot 10 Ice Pond Drive, Portland, ME 04103

Parties agree to extend the closing date until January 1, 2015.

All other terms and conditions remain the same.

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

[Signature] 5/1/14
Buyer Date
The Vesta Corporation

[Signature] 8/1/14
Seller Date
TPO Properties, LLC

Buyer Date

Seller Date

Addendum 1 to Agreement

Addendum to contract dated October 30, 2013

between TPO Properties, LLC (hereinafter "Seller")

and The Vesta Corporation (hereinafter "Buyer")

property Lot 10 Ice Pond Drive, Portland, ME 04103

The parties agree to the following changes to the P&S signed 10/30/13:

- 1) Change section 11F to read "is not" subject to the sale of another property and to remove the Sale of Property already under contract addendum from the P&S.
- 2) this purchase is subject to the Buyer entering into a home construction contract with a customer prior to closing.
3. Closing date is amended to May 1, 2014.

All other terms and conditions remain unchanged.

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

M. DiMillo 2/5/14 J.P. Q... 2/6/14
Buyer Date Seller Date
The Vesta Corporation TPO Properties, LLC

Buyer Date Seller Date

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date October 23, 2013

10/30/2013, Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between The Vesta Corporation ("Buyer") and TPO Properties, LLC ("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 para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Lot 10 Ice Pond Drive and described in deed(s) recorded at said County's Registry of Deeds Book(s) PlanBook 213, Page(s) 201.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 120,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Offer Date, a deposit of earnest money in the amount \$ 500.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: TPO Properties LLC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 10/31/13 (date) 5:00 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 *see attached (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) 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.

January 2013 Page 1 of 4 - P&S-LO Buyer(s) Initials [Signature] Seller(s) Initials TPO [Signature]

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: <u>To establish location, size and cost</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	seller	seller
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. FARMLAND ADJACENCY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. TAX STATUS/TREE GROWTH Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
16. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: **no**

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.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a n/a loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - 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 _____ 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.
 - 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.
 - 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.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - 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.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Maria DiMillo (002193) of Keller Williams Realty (1898)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

 Licensee (_____) of _____ (_____)
 MLS ID Agency 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.

21. 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 entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: Seller agrees to compensate buyer's broker 4% at closing.

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain: Sale of property already u/c, Kickout No

Buyer's Mailing address is PO Box 1464, Portland, ME 04104

[Signature] 10/30/13

BUYER _____ DATE _____ BUYER _____ DATE _____
The Vesta Corporation

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 30 Ledgewood Drive, Portland, ME 04103

[Signature] 10/30/13

SELLER TPO Properties, LLC _____ DATE _____ SELLER _____ 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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KICK-OUT CLAUSE ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum is to the Purchase and Sale Agreement dated October 23, 2013, between TPO Properties, LLC ("Seller") and The Vesta Corporation ("Buyer")

(the "Agreement") supplements the Agreement by adding the following provision:

"This Agreement is subject to the contingency set forth in the Agreement in paragraph 24 or Addendum n/a.

Seller reserves the right to continue to promote the sale of the property and to consider other offers. In the event a bona fide offer is received from another potential buyer that is acceptable to Seller, Seller shall provide written notice to Buyer. Upon receipt of such written notice, Buyer shall have 48 days to remove the contingency described above from the Agreement. If Buyer agrees to remove the contingency, the Agreement shall, in all other respects, remain in full force and effect. If Buyer does not remove the contingency, the Seller may terminate the Agreement and the earnest money shall be returned to Buyer. The parties agree that the existence of this clause may be disclosed to potential buyers and other licensees, but all other terms of the Agreement shall remain confidential."

If the above contingency involves the sale of property currently owned by Buyer and Buyer subsequently agrees to remove this contingency, Buyer shall either: (a) deliver to Seller a loan commitment letter from Buyer's lender expressly stating that Buyer has the financial ability to close on the financing without the sale of such property or (b) evidence satisfactory to Seller of Buyer's financial ability to close without the sale of the property and without financing. The item set forth in either (a) or (b), above, must be delivered within the time specified above along with the Buyer's signature on the Removal of Contingency section below.

All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is entered into as of the effective date of the Agreement.

SELLER
[Signature]
TPO Properties, LLC
Date 10/30/13

BUYER
[Signature]
The Vesta Corporation
Date 10/30/13

Date

Date

NOTICE TO BUYER

Seller hereby notifies Buyer that Seller has received an acceptable offer from another potential Buyer and Buyer has the time specified above to remove the contingency described above by signing the Removal of Contingency provision set forth below and, if required, deliver the item set forth in either (a) or (b) above.

SELLER

TPO Properties, LLC
Date _____
Date _____

BUYER'S REMOVAL OF CONTINGENCY

Seller having provided written notice to Buyer as set forth above and Buyer having decided to remove the contingency described above and, if required, Buyer having delivered the item set forth in either (a) or (b), above, Seller and Buyer, by signing below, hereby agree to amend the Agreement by deleting the contingency described above.

SELLER

TPO Properties, LLC
Date _____
Date _____

BUYER

The Vesta Corporation
Date _____
Date _____

SALE OF PROPERTY ADDENDUM - IF ALREADY UNDER CONTRACT

To Agreement dated October 23, 2013, between
TPO Properties, LLC ("Seller")
and The Vesta Corporation ("Buyer")
for property located at Lot 10 Ice Pond Drive, Portland, ME 04103 ("Property #1")

The Purchase and Sale Agreement is further subject to the following terms:

1. Buyer's obligations under the Agreement are subject to closing on the sale of Buyer's property located at: 50 Ballpark Drive, Portland, ME ("Property #2") which is currently under contract. Buyer shall notify Seller in writing if the purchase and sale agreement for Property #2 expires or is terminated. Any failure of Buyer to notify Seller within 2 days of such expiration or termination shall be a default under the Agreement.
2. Upon receipt of notification from Buyer that the purchase and sale agreement for Property #2 has expired or been terminated, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case any earnest money shall be returned to Buyer.
3. Buyer shall have 120 days from the Effective Date of the Agreement to close on the sale of Property #2. Buyer shall notify Seller that the closing on the sale of Property #2 has occurred within 24 hours after closing.
4. The closing date on Property #1 described in the TITLE AND CLOSING paragraph of the Agreement shall be 5 days from the closing on the sale of Property #2 or 125 days from the Effective Date of the Agreement, whichever comes first, or such earlier date as agreed to by both parties.
5. If Buyer does not close on the sale of Property #2 within the deadlines specified above, Seller shall have the right to declare the Agreement null and void by written notice to Buyer in which case any earnest money shall be returned to Buyer.

<u>Mel A.D. Wells</u>	<u>10/30/13</u>	<u>Timothy P. Quinn</u>	<u>10/30/13</u>
Buyer	Date	Seller	Date
The Vesta Corporation		TPO Properties, LLC	

_____	_____	_____	_____
Buyer	Date	Seller	Date

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

10264

The Vesta Corporation
Vesta Real Estate
P.O. Box 1464
Portland, ME 04104

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10/30/13

PAY TO THE ORDER OF TPO Properties LLC \$ 500.00
five hundred 00 100 DOLLARS
Security features included. Details on back.

MEMO Lot 10 Ice Pond Dr. ETAD

M. D. Pullo AUTHORIZED SIGNATURE MP

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