

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (the "Agreement") is made between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 (hereinafter the "Buyer") and **Pamela J. Ouellette, Personal Representative for the Estate of Cora M. Dobson**, having a mailing address of 34 Arcadia Street, Portland, ME 04103 (hereinafter collectively the "Seller"). The date that this Agreement has been fully executed by both Parties shall be the "Effective Date".

W I T N E S S E T H:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy certain rights in a lot or parcel of land, and all improvements located thereon, as now located at 276 Presumpscot Street, in the City of Portland, Cumberland County, Maine, as more particularly described in Exhibit A and depicted on Exhibit A-1, both attached hereto and incorporated herein by reference, together with any and all rights, privileges, easements and appurtenances (collectively the "Premises").

Additional conditions of this Agreement, if any are presented on Exhibit B and Exhibit C, both attached hereto and incorporated herein by reference.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay to the Seller for the Premises described, the sum of TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00), payable as follows:

(a) Deposit. THREE THOUSAND Dollars (\$3,000.00) as an Earnest Money Deposit (the "Deposit") at the time of the execution of this Agreement, which shall be held in escrow by ~~the Buyer's Agent~~ ^{*PJO Seller*}, and credited toward the purchase price at the closing.

(b) Cash at Closing. The balance of the purchase price shall be paid by wire transfer, corporate check or certified funds at Closing.

3. TITLE. Seller shall convey the Premises by ~~warranty deed~~ ^{*Personal Representative's Deed of Sale PJO*} to Buyer at Closing with good and marketable title. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time not to exceed Sixty (60) days, after notice in writing, in which to remedy any title defects, and the closing date shall be extended accordingly. In the event that said defects cannot be corrected or remedied in a manner satisfactory to Buyer, the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate, and neither party shall have any claim or obligation against or to the other under this Agreement. Buyer may, at Buyer's option, elect to close notwithstanding such uncured defects as may exist.

4. CLOSING. The closing of this transaction shall take place on or before close of business on Thursday, November 10, 2016, at the Augusta offices of the Buyer, or, if the Buyer and the Seller shall mutually agree in advance and in writing, at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, the afore-mentioned deed to the Premises (the "Deed").

5. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. Prior to the closing, the Premises shall be the sole responsibility of Seller and Seller shall bear the risk of any loss to the Premises whether by fire or otherwise.

6. CONDITION OF PREMISES. Prior to Closing, and at any time during the term of this Agreement, Buyer may, upon reasonable notice to Seller and at Buyer's sole cost, expense and risk, examine, investigate and inspect the Premises to obtain information that Buyer deems appropriate regarding the Property, including, without limitation as follows: verification of parcel size, environmental

studies, review of compliance with local and state laws and ordinances, wetlands assessments, and cultural assessments. Seller will provide to Buyer, at no cost to Buyer, copies of any of Seller's plans, surveys, environmental reports, inspections and/or maintenance records of the Premises ("Seller's Information"). Seller makes no representation or warranty regarding the accuracy or completeness of Seller's Information. At any time between the Effective Date and Sixty (60) days after the Effective Date of this Agreement, Buyer may, at Buyer's sole discretion, notify Seller in writing of Buyer's decision not to purchase the Premises and this Agreement will become null and void with no further obligations on either Buyer or Seller. Without limiting Buyer's rights under the foregoing, Seller warrants and represents to Buyer that the following are true as of the date of this Agreement and will be true as of the Closing: (i) Seller has no actual knowledge of the existence of any material violations of laws or regulations affecting the Premises, and has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation; (ii) there is no action, condemnation, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Seller, any basis therefore) against Seller of affecting the Premises; and (iii) Seller has not knowingly released or disposed of any "Hazardous Substance" (as defined below) on, in or from the Premises and Seller is, to the best of its knowledge, not aware of the release or disposal of any Hazardous Substance on, in or from the Premises at any time by anyone else.

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The Premises are otherwise conveyed "As Is."

7. POSSESSION. Seller shall deliver possession of the Premises to the Buyer free and clear of all third party leases, tenancies, and occupancies at Closing.

8. ADJUSTMENTS, PRORATION AND CLOSING COSTS. Real estate taxes and assessments shall be prorated as of the date of Closing on the basis of the latest available tax bill. Any Maine real estate transfer taxes shall be paid by Buyer. The recording fee for the Deed and any expenses relating to any survey prepared by Buyer and the recording thereof will be paid for by Buyer.

9. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder due to a default of Buyer, Seller shall have the right, at its election, to (i) terminate this Agreement and retain the Earnest Money Deposit, (ii) seek specific performance under this Agreement; and/or (iii) seek such other relief available in law or in equity. In the event the Seller fails to close, or if the Premises is otherwise not conveyed to Buyer at Closing in accordance with this Agreement, Buyer shall have the right, at its election, to (i) terminate this Agreement and receive its Earnest Money Deposit, (ii) seek specific performance under this Agreement; and/or (iii) seek such other relief available in law or in equity. Any dispute or claim arising out of or relating to this Agreement, or the property addressed in this Agreement, shall be submitted to mediation. 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, or commences a lawsuit or arbitration without submitting the dispute to mediation, then that party shall be liable for the other party's reasonable legal fees and costs incurred in any subsequent lawsuit or arbitration regarding the same matter in which the party who refused to go to mediation loses in the subsequent lawsuit or arbitration.

This clause shall survive the closing of the transaction. If the parties do not resolve the dispute through mediation, either Buyer or Seller may then elect to bring any required action in Maine Superior Court, or seek to have any claim for remedy hereunder decided by binding arbitration, including seeking arbitration by demand to the American Arbitration Association. The prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the non-prevailing party all costs of arbitration or court action, as applicable, including the reasonable attorney fees of the prevailing party.

10. AUTHORITY OF SELLER AND BUYER. Seller and Buyer represent, warrant, and covenant to each other that they have the full power and authority to perform and comply with the execution and delivery of this Agreement, including without limitation Seller's obligation to convey the deed contemplated herein. Further, the persons executing this Agreement on behalf of Seller and Buyer each hereby represent and warrant that he or she has the requisite and necessary authority to execute this Agreement on behalf of such party, including without limitation, in the case of a trustee, the authority

under any trust instrument. The obligations of each Seller hereunder shall be joint and several, except that an each seller's obligation to convey title shall be with respect to the respective parcel of such seller described on Exhibit A.

12. MISCELLANEOUS. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

Buyer:

CENTRAL MAINE POWER COMPANY

c/o CMP Real Estate Services

83 Edison Drive, Augusta, ME 04336

Tel. No.: (207) 623-3521

Seller:

Pamela J. Ouellette,

Personal Representative, Estate of Cora M. Dobson

34 Arcadia Street

Portland, Maine 04103

Either Party may change addresses for purposes of this paragraph by giving the other Party notice of the new address in the manner described herein. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. Buyer shall have the right to assign all or any of its rights in this Agreement, without the need for the consent of the Grantor, or the Grantor's heirs, devisees, successors or assigns. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter.

This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. Neither Party may assign its rights in and to this Agreement without the prior written consent of the other Party, except to affiliates of Buyer and Seller, respectively and, furthermore, it is agreed and understood that any merger of Buyer or Seller with another company shall not be considered an assignment.

Buyer is a Real Estate Agency licensed by the State of Maine and contracts with other Real Estate Agencies licensed by the State of Maine, to be its Buyer Agent. Any fees or commissions due in connection with brokerage representation in this transaction shall be borne by the Party which arranged such compensation. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from their respective representation set forth in this Section. The provisions of this Section shall survive the Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates immediately following their signatures.

SELLER:

Printed Name: Pamela J. Ouellette
Personal Representative, Estate of Cora Dobson

State of MAINE

County of CUMBERLAND

The above-named Pamela J. Ouellette, Personal Representative for the Estate of Cora M Dobson, personally appeared before me and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Seller.

Date: 8-30-16

Notary Public
Printed Name: **RICHARD N. BRYANT**
My Commission expires: **NOTARY PUBLIC MAINE**
COMMISSION EXPIRES SEPTEMBER 14, 2022

Seller's Initials PJO

BUYER: CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

State of _____

County of _____, ss

Personally appeared the above-named _____, _____ (title) in _____ said capacity and acknowledged the foregoing instrument to be _____ free act and deed and the free act and deed of CENTRAL MAINE POWER COMPANY.

Before me,

Date: _____

Notary Public

Printed Name: _____

My Commission expires: _____

EXHIBIT A

Pamela J. Ouellette, Personal Representative for the estate of Cora M. Dobson, to Central

Maine Power Company

Seller to convey to Buyer all of its right title and interest in and to the following described parcel of land located Westerly of Presumpscot Street, so-called, in the City of Portland, Cumberland County, Maine, and being further bounded and described as follows :

Beginning at a stake standing north sixty-five (65) degrees west six (6) rods and twenty-three (23) links from the new county road adjoining land of James Knowles: thence running the same course twenty-seven (27) rods and fourteen links (14) to a stake: thence North twenty-five degrees (25) East fourteen (14) rods and thirteen (13) links to a stake of stone: thence South sixty-five degrees (65) East twenty-seven (27) rods and fourteen (14) links to a stake: south twenty-five degrees (25) West fourteen (14) rods and thirteen (13) links to the first bound.

Also another certain lot or parcel of land bounded and described as follows: Beginning at a point on the westerly side of Presumpscot Street seventy-five (75) feet northerly from the division line between land of Eastern Forge Company and land now or formerly of James Knowles: thence from said point northerly twenty (20) feet by said Presumpscot Street to a point: and from these two given points westerly as follows: from said first point by land and line of Henry L. Kenniston's lot of land to land formerly of Julia B. Robinson, namely the lot of land hereinabove described, and from said second point Westerly and parallel with last named bound holding the width of twenty (20) feet to land formerly of said Julia B. Robinson, namely the lot of land hereinabove described, which said lot of land twenty (20) feet in width is used for the purpose of exit and ingress from said Presumpscot Street to the lot hereinabove described.

Both parcels herein conveyed are shown on attached EXHIBIT A-1.

The parcel herein conveyed contains two and a half (2.65) acres, more or less

Meaning and intending to convey the parcels of land conveyed by Lee H. Jones to Frederick P. Dobson and Cora M. Dobson as joint tenants by deed dated October 12, 1964, and recorded at the Cumberland County Registry in Book 2857, Page 471. Frederick P. Dobson died testate August 10, 2010. Cora M. Dobson died testate September 27, 2010. Pamela J. Ouellette is the duly appointed and acting personal representative of the estate of Cora M Dobson, whose will was duly admitted to probate in the Probate County for Cumberland County, an abstract of which is recorded in the Cumberland County Registry of Deeds in Book 28696, Page 108.

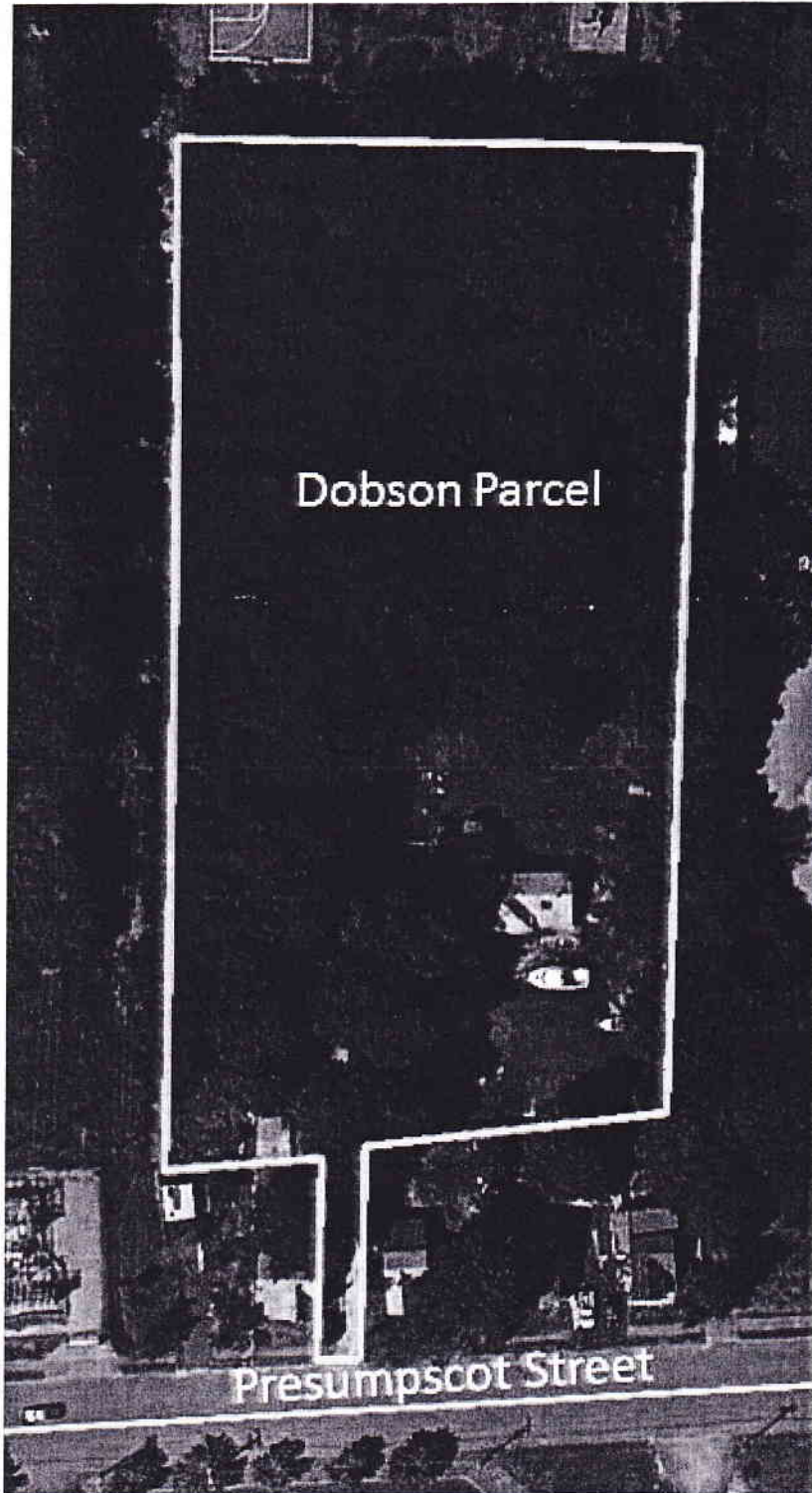
The property herein conveyed is City of Portland Tax Map 23, Lot A-10-001.

Seller's Initials

PSO

EXHIBIT A-1

Pamela J. Ouellette, Personal Representative for the estate of Cora M. Dobson, to Central
Maine Power Company



Sellers Initials PJO