Inspections Division
Date: 07/08/16

PURCHASE AND SALE AGREEMENT

May 2, 2016

May 7, 2016 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Peter A. Daigle ("Buyer") and The Estate of James Fasulo ("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. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 18 Wordsworth St. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2723, Page(s) 381.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: as-is.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: as-is.

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: refridgerator, range-electric, diswasher, washer and dryer.

Seller represents that such items shall be operational at the time of closing, except: as-is

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of $ 171,000. Buyer ☒ has made; or ☐ will make within — business days of the date of this offer, a deposit of earnest money in the amount $ 1,000. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of $ n/a will be paid n/a. Failure by Buyer to make 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 a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Terry Snow ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 9, 2016 (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.

7. 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 June 13, 2016 (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 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.

8. DEED: The property shall be conveyed ~~by a~~ JOF ~~Warranty~~ PD PERSONAL REPRESENTATIVE JOF PD 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. 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.

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PROPERTY LOCATED AT 18 WARREN STREET, PORTLAND, MAINE 04103

OTHER HAZARDOUS MATERIALS - Current or previously existing:
TOXIC MATERIAL: ☐ Yes ☐ No ☒ Unknown
LAND FILL: ☐ Yes ☐ No ☒ Unknown
RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☒ Unknown
OTHER:
Source of information:

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 (including condominiums and PUD's) 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: HOMESTEAD EXEMPTION Forest Management and Harvest Plan available? ☐ Yes ☒ No ☐ Unknown

- Is this house currently covered by a flood insurance policy? ☐ Yes ☒ No ☐ Unknown
- Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: N/A
- Year Principal Structure Built: 1930 What year did Seller acquire property? 1962
- Roof: Year Shingles/Other Installed: 2006
  Water, moisture or leakage: NO
  Comments:
- Foundation/Basement: Sump Pump: ☐ Yes ☒ No ☐ Unknown Comments:
  Water, moisture or leakage since you owned the property: ☒ Yes ☐ No ☐ Unknown Comments: WET BASEMENT
  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 all or a portion of 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: WET BASEMENT

Source of SECTION V information:

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

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 5/2/16

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.

BUYER — DATE 5/7/16

BUYER — DATE

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