

PURCHASE AND SALE AGREEMENT

BROOKS EDGE FARM CONDOMINIUMS

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between the Seller and Buyer identified below in consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with the following terms and conditions and the Additional Term of Sale and Exhibits, all of which form a part of this Agreement:

1. Property To Be Sold: Unit # _____ located in BROOKS EDGE FARM CONDOMINIUMS (the "Condominium") located off Brook Street, in the City of Westbrook, Maine, together with an undivided interest in the common elements as specified in the Declaration of BROOKS EDGE FARM CONDOMINIUMS recorded, or to be recorded, in the Cumberland County Registry of Deeds.

2. Purchase Price: The agreed purchase price and payment of same is as follows:

(\$ _____) Base Unit Price;

(\$ _____) *Plus:* Improvements and Extras, if applicable [See Exhibit B]

(\$ _____) Total Purchase Price.

(\$ _____) *Less:* 10% Deposit Paid upon signing this agreement

(\$ _____) *Less:* 10% Deposit Paid after unit is shelled watertight

to be held by Brooks Edge LLC.

\$ _____ *Balance Due At Closing* by certified or bank check, or confirmed wire transfer, at the election of the Seller.

3. Estimated Closing Date: _____, 202____ *Subject To Adjustment* as set forth herein.

4. Mortgage Financing Contingency: if applicable, _____% of the Total Purchase Price.
Contingency Date: _____ days from the Effective Date of this Agreement.

5. Buyer's Broker: [] Yes [] No

Name: _____ MLS # _____

Email: _____

Seller's broker is Walker Team Real Estate

Jeffrey Walker (MLS # 005644)

Chris Tinsman (MLS # 019302)

6. Resolution of Disputes. If a dispute arises concerning this contract or the performance of the parties, then the parties agree to settle the dispute by jointly paying for the following:

- Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision.;
- Non-Binding Arbitration with the parties free to not accept arbitrator's decision and to seek satisfaction through other means, including a lawsuit; or
- Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The foregoing provisions shall not be deemed a waiver of any rights of either party to take legal action, unless binding arbitration is selected.

7. Receipt of Documents: Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received and reviewed the Public Offering Statement and accompanying documents, this Agreement, the Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise from this agreement when signed by Buyer(s) and Seller.

8. Other: [Also see attached Additional Terms of Sale and Exhibits]. _____

_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the Additional Terms of Sale and Exhibits with an effective date as of _____, 20__ (the "Effective Date" of this Agreement).

SELLER:
BROOKS EDGE LLC

By: _____
Its Manager

BUYER:

Signature

Printed name

BUYER:

Signature

Printed name

Mailing Address:

91 Auburn Street, Suite 1030
Portland, Maine 04103

Mailing Address:

Email: _____

Tel: (____) _____ (home)

Tel: (____) _____ (cell)

Exhibits to this Purchase and Sale Agreement:

Additional Terms of Sale

Exhibit A - Floor Plans and Features

Exhibit B - Options Added or Modifications or Alterations Made Per Request of Buyer ("Extra Work")

Exhibit C - Final Inspection Form

ADDITIONAL TERMS OF SALE
BROOKS EDGE FARM CONDOMINIUMS

THE FOLLOWING STATEMENTS ARE MADE PURSUANT TO THE REQUIREMENTS OF §§ 1604-101 THROUGH 1604-105 OF THE MAINE CONDOMINIUM ACT AS AMENDED (THE "ACT"):

UNLESS A BUYER HAS RECEIVED AND REVIEWED A COPY OF THE PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT AT BROOKS EDGE FARM CONDOMINIUMS, A BUYER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. IF A BUYER ACCEPTS THE CONVEYANCE OF A UNIT, THE BUYER MAY NOT CANCEL THE CONTRACT.

IF THE BUYER ELECTS TO CANCEL THE AGREEMENT FOR THE PURCHASE OF A UNIT PURSUANT TO THE PRECEDING PARAGRAPH, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL (IN WHICH CASE RETURN RECEIPT REQUESTED IS ADVISED). THIS CANCELLATION OF THE PURCHASE AND SALE AGREEMENT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE BUYER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ALL AMENDMENTS THERETO) TO A BUYER BEFORE CONVEYING A UNIT, THAT BUYER MAY HAVE A CLAIM FOR APPROPRIATE RELIEF UNDER SECTION 1604-116 OF THE ACT.

CONSUMERS ARE STRONGLY ADVISED TO VISIT THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO GATHER CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING THEIR HOMES AT [HTTP://WWW.STATE.ME.US/AG/](http://www.state.me.us/ag/) OR BY CALLING 207-626-8800.

In consideration of the mutual promises herein expressed, Seller and Buyer further agree as follows:

1. Description of Property. Seller agrees to sell and Buyer agrees to purchase for the price and upon and subject to the terms and conditions set forth in this Agreement, the condominium unit designated in the Basic Terms of Sale in BROOKS EDGE FARM CONDOMINIUMS (the "Condominium") located in the City of Westbrook, Cumberland County, Maine, and created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of BROOKS EDGE FARM CONDOMINIUMS and recorded or to be recorded in the Cumberland County Registry of Deeds (the "Declaration") and as set forth in the floor plans and standard features described in Exhibit A attached hereto and made a part hereof, together with such Unit's undivided Percentage Interest in the Common Elements (the "Unit"). Included in the sale as part of the Unit are the fixtures and equipment to be provided and installed by Seller as set forth or referenced in Exhibit A.

2. Defined Terms. Capitalized terms used in this Agreement without definition shall have the meanings specified for such terms in the Declaration.

3. Public Offering Statement. Buyer acknowledges that prior to the execution of this Agreement, Buyer received from Seller the Public Offering Statement for BROOKS EDGE FARM CONDOMINIUMS, including all schedules and exhibits attached thereto (said statement together with said exhibits are hereinafter referred to

as the "Public Offering Statement") required under the provisions of the Act, and that Buyer has had the opportunity to review the same.

4. Purchase Price. The Purchase Price for the Unit is set forth in the Basic Terms of Sale. The Total Purchase Price shall be adjusted at Closing in accordance with Paragraph 6 below.

5. Financing Commitment. If the Basic Terms include a Financing Contingency, the Buyer is under good faith obligation to actively seek and accept such financing and shall make a loan application within five (5) days of the Date of this Agreement. Buyer must supply a signed and accepted commitment letter without contingencies from a mortgage lender within the designated number of days after the date of this Agreement. Failure to deliver such a commitment shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed with construction of the unit and publicly market the property to replacement buyers, to sell the Unit to a replacement buyer, or to halt construction at its discretion. If there are any delays in closing due to Buyer, any added financing and other cost incurred by Seller will be added to the Agreement Price.

6. Closing Adjustments. Fuel and taxes for the then current taxing period assessed against the Unit, and other assessments and liability charges, if any, on the Unit shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price to be paid by Buyer on the Closing Date. If the amount of taxes to be adjusted is not known on the Closing Date, the taxes will be provisionally adjusted on the basis of the taxes most recently assessed for the preceding year, with a final adjustment as soon as the new tax rate and valuation can be ascertained.

Buyer will also deposit with Seller at the time of closing for transmittal to the Brooks Edge Farm Condominium Association the first full month's assessment for estimated Common Expenses and an initial working capital contribution in an amount equal to twice (2x) the monthly installment of the estimated Common Expenses attributable to the Unit, which initial working capital contribution is in addition to and not in lieu of regular monthly installments of such expenses and charges. Buyer shall pay recording costs for the Deed and one half of the transfer tax.

7. Payment of Total Purchase Price. The Total Purchase Price is payable as set forth in the Basic Terms of Sale. The Deposit and any Reservation Deposit shall be held in escrow. The balance of the Total Purchase Price shall be paid in cash, by wire transfer or by certified or cashier's check payable to Seller at Closing as hereinafter defined, subject to adjustment as set forth herein.

8. Escrow Deposits. Upon execution of this Agreement, the Deposit together with the reservation deposit shall be placed in escrow in a non-interest bearing account ("Escrow Account") pursuant to Section 1604-109 of the Act. Upon default hereunder or upon any termination of this Agreement, the deposits shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement.

9. Unit Deed. Upon full payment of the Total Purchase Price and all other payments required hereunder, Seller shall convey the Unit by Warranty Deed (the "Deed") running to Buyer, as joint tenants unless otherwise designated. The Deed shall convey a good and clear record and insurable title to the Unit, free of all liens and encumbrances, and insurable as such, except and subject to:

- (a) Provisions of (i) the Act, as the same may be amended from time to time and (ii) the Declaration as the same may be amended from time to time by instrument recorded in the Registry of Deeds;
- (b) Existing rights, obligations, approvals, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in the Declaration;
- (c) Such taxes and assessments allocable to the Unit for the then current fiscal year as are not due and payable on the date of delivery of the deed;

- (d) The laws and regulations of the State of Maine and municipal ordinances, including zoning restrictions, and the terms of land use approvals;
- (e) All utility easements of record and rights, restrictions, reservations and obligations as noted on any recorded plans and survey or in the Declaration;
- (f) All bylaws, rules and regulations established by the Condominium Association; and
- (g) Other matters, easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Unit by Buyer or which may be affirmatively insured against forced removal, loss or damage by a national title insurance company without payment of an additional premium.

Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

Buyer acknowledges and agrees that BROOKS EDGE FARM CONDOMINIUMS is a phased condominium development. Buyer consents to such future phased development by Seller and its affiliated entities, and agrees not to oppose such future phased development, provided that Seller, and/or its affiliates, complies with its obligations to Buyer as set forth herein. In the event Buyer opposes such future phased development in violation of the terms of this Agreement, damages may not be an adequate remedy for the Seller, its successors and/or assigns, and its affiliates (the "Damaged Parties"), and therefore the Damaged Parties shall be entitled to an injunction prohibiting such persons from opposing such development.

10. Closing Date. Seller shall deliver the Deed to Buyer at the office of the Seller, or at such other place as may be agreed to by Seller and Buyer at a time to be designated by Seller with at least five (5) days prior written notice to Buyer (such time, as the same may be revised pursuant to the provisions of this Agreement being hereinafter referred to as the "Closing" or the "Closing Date"). The Closing Date shall occur on or after at Substantial Completion, at which time the balance of the Purchase Price shall be due less the costs of agreed upon incomplete items. Substantial Completion means the Unit can be occupied and used for its intended purpose and that a certificate of occupancy or architect's certificate of substantial completion has been issued, even if other items remain incomplete.

11. Certificate of Substantial Completion or of Occupancy. A certificate or statement of substantial completion of the Building upon the Unit site executed by an architect, or a certificate of occupancy issued by the municipal inspector of buildings for the City of Westbrook, Maine, as required by Section 1602-101(b) of the Act, shall be delivered by Seller to Buyer on or prior to the Closing Date and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. IF BUYER HAS ORDERED ANY EXTRA WORK TO THE UNIT, THE FAILURE OF SUCH EXTRA WORK TO BE COMPLETED BY THE CLOSING DATE SHALL NOT REQUIRE A POSTPONEMENT OF THE CLOSING DATE. Such Extra Work shall be completed by Seller as soon after the Closing Date as practical. Further, in the event that there are minor items in the Unit or items in or on the Common Elements described in the Declaration not completed on the Closing Date, the same shall not constitute any objection by the Buyer to closing the purchase of the Unit, provided that the same do not materially interfere with Buyer's use of the Unit. Seller unconditionally agrees however, to construct the Unit and any improvements labeled as "MUST BE BUILT" on the Plats and Plans within two (2) years from the date of this Agreement. Buyer may enforce such agreement of Seller to construct the Unit and such improvements within two (2) years by any available legal remedy, including but not limited to specific performance.

12. Inspection. Seller shall orally notify Buyer not less than five (5) days prior to the Closing Date that the Unit is ready for inspection. Upon receipt of such notice, Buyer shall promptly arrange for an appointment with a representative of Seller to make the inspection within such five (5) day period. Buyer shall specify on the final inspection form furnished to him by Seller, the form of which is attached hereto as Exhibit

C and made a part hereof, any manner in which Buyer claims that the Unit does not conform to the requirements of this Agreement. Except as set forth in such final inspection form, acceptance of the Deed to the Unit by Buyer shall be deemed to constitute full acceptance of the Unit by Buyer. Failure of Buyer to arrange or keep the appointment shall constitute full acceptance of the Unit by Buyer.

13. Possession. On the Closing Date, Seller shall deliver full possession of the Unit free and clear of all tenants and occupants, the Unit to be then ready for occupancy in accordance with the description in the Declaration and this Agreement; provided, however, that Seller shall not be obligated to deliver such possession unless Buyer has fully complied with the terms of this Agreement.

14. Delays and Extension of Closing. If Seller is delayed in completing construction of the Unit or any other portion of the improvements at the Condominium due to causes beyond Seller's reasonable control, including but not limited to, acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, unavailability of labor or materials, damaged or stolen materials, add-ons or changes from Buyer, loss or damages fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature, restrictive governmental regulations or other acts of government agencies asserting jurisdiction over the Condominium, then Seller may postpone the Closing Date to a date within six (6) months after the Estimated Closing Date by written notice to Buyer on or before such later date, provided, however, that such date may be no later than two (2) years from the date of this Agreement.

Even if due to Seller's alleged negligence or fault, Buyer agrees that Seller is not responsible for delays due to such circumstances. Regardless of the source of delay, Seller shall have no responsibility for Buyer's interest rate increases if the construction time exceeds Buyer's lock in interest rate deadline or for the costs of any replacement housing pending Closing.

15. Extension to Perfect Title. Buyer shall give Seller notice, not less than ten (10) days prior to the original Closing Date, designating all defects in title existing at the time of such notice, and all defects not so designated shall be deemed to have been waived. If Seller is unable on the Closing Date (as it may be extended under the provisions of set forth above and of this Paragraph) to give title or to make conveyance or to deliver possession of the Unit as herein provided, or if on the Closing Date (as it may be extended) the Unit does not substantially conform to provisions of this Agreement, then all deposits shall be refunded to Buyer with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless Seller elects to use reasonable efforts to remove any defects in title. or to deliver possession as herein provided, or to make the Unit substantially conform to the provisions of this Agreement, as the case may be, in which event Seller shall give notice of such election to Buyer on or before the Closing Date (as it may be extended), and thereupon the Closing Date shall be extended for a period of sixty (60) days, provided, however, that such date may be no later than two (2) years from the date of this Agreement. If at the expiration of the extended time Seller shall have failed to remove the defects in title or deliver possession, or to make the Unit substantially conform, as the case may be, as herein provided, then the deposit shall be promptly refunded to Buyer, with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, provided that if the Declaration shall have been recorded, Buyer shall have the election, at either the original or extended Closing Date, to accept such title as Seller shall convey. Seller shall not be under any obligations to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Unit or to remove any encumbrance upon the title to the Unit not voluntarily placed thereon by the Seller or to correct any violations of subdivision, plat, or building regulations or restrictions.

16. Agreement Subject to Mortgages. All terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred, pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution

of any further legal documents by Buyer. Seller shall at its option satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Condominium other than the Unit and its undivided interest in the Common Elements shall not constitute an objection to title or in any way excuse Buyer from completing payment of the purchase price or performing all his other obligations hereunder or be the basis for any claim against, or liability of, Seller, provided that the mortgagees of any such mortgages have appropriately consented to the Declaration, and the Unit and its undivided interest in the Common Elements are released from the lien of such mortgages at or prior to the Closing Date.

17. Buyer's Default. In the event Buyer fails to close the purchase of the Unit in accordance with the provisions of this Agreement, Seller may exercise all of its legal rights and remedies, or may terminate this Agreement and retain the Deposit in full satisfaction of all claims against Buyer.

18. Risk of Loss and Insurance. By execution of this Agreement, Buyer does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer at Closing. Until the delivery of the Deed, Seller (or the Brooks Edge Farm Condominium Association, if appropriate) shall maintain fire and extended coverage insurance on the Unit as now in force.

19. Establishment of Condominium. If it has not already done so, Seller shall, prior to conveyance of the Units, record the Declaration, Plats and Plans and all other documents required to establish a valid condominium under the Act and to include the Unit within that condominium.

20. Furnishings and Models. Furniture, wall coverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of such unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Buyer other than those which are a part of the Public Offering Statement are for display purposes only and may not be exactly duplicated.

21. Warranties: Statute of Limitation. Seller warrants the Unit against structural defects (as defined in Section 1604-1 133(b) of the Act) for two years after Buyer enters into possession, and each of the Common Elements constructed by Seller for two years after the time the such Common Element component was substantially completed by Seller or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof by Seller, for two years after the time the first unit therein is conveyed, or (ii) as to a Common Element constructed by Seller within any other portion of the Condominium, for two years after the time the first unit in the condominium is conveyed. Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. All such warranties and Buyer's rights and remedies thereunder are more fully set forth in the Limited Warranty Certificate attached as a schedule to the Public Offering Statement received by Buyer. At Closing Seller will deliver to Buyer a copy of the Limited Warranty Certificate for the Unit executed by Seller, and Buyer agrees to execute the Limited Warranty Certificate at Closing. Seller will deliver to Buyer at closing any manufacturers' warranties covering any fixtures or equipment in the Unit except insofar as the same may be Common Elements.

Buyer agrees to execute by separate instrument on or prior to the Closing Date and the delivery of the Deed an agreement to reduce, as permitted by Section 1604-115(a) of the Act, the statutory six-year limitation period for all warranties to two years.

All warranties **exclude**: normal movement of wood, shrinkage, expansion, warping, normal sheetrock and concrete stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items installed by Buyer or anyone else except Seller or Seller's subcontractors engaged by Seller; and excludes consequential or incidental damages (Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to Buyer.). Seller is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house.

22. ENERGY STANDARDS. Maine Law (10 M.R.S.A. Section 1415-C) establishes mandatory energy efficiency building standards for residential construction. The work covered by this agreement meets or exceeds those standards.

23. Construction Site. Buyer agrees not to enter upon the Condominium during the term of this Agreement without an appointment 24 hours in advance and being accompanied by a representative of Seller. Further, Buyer will not attempt to store any personal belongings or other property at the Unit or the Common Elements during the term of this Agreement.

24. No Oral Representations/Modifications. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER. Such information as may have been, or may hereafter be, furnished to Buyer concerning mortgage financing, operating expenses of the Condominium and the real estate taxes for individual Units is thought to be reliable but Seller does not warrant the accuracy of projections or expectations. Seller has no way of assuring what valuation or tax rate will be imposed in the future.

25. Seller Modifications. Seller reserves the right to modify the Declaration, the Bylaws, the Plats and Plans and any other Condominium Document as may be required by law, a title insurance company, the Seller's present or future lender(s), or at Seller's discretion, provided that no such modification shall (i) increase the purchase price of the Unit; (ii) reduce the obligations of Seller for Common Expenses on unsold Units; or (iii) reduce the size of the Unit. The dimensions, sizes and location of interior partitions in the Units and the location of the Unit in relation to other Units, buildings, improvements and other portions of the Common Elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary. Buyer acknowledges and agrees that minor variances are acceptable to Buyer, and such minor variances shall not constitute grounds for any action for rescission, damages or diminution of the purchase price. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided however, that the quality of any such substituted items is equal to or superior to those specified in the attached floor plans and standard features.

26. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the broker(s) listed in the Basic Terms of Sale, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorneys fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

27. Merger, Acceptance of Deed. This Agreement, together with the Declaration and Public Offering Statement, supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them. Buyer represents he has relied only upon the warranties and representations set forth in this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement

and the Limited Warranty Certificate referred to herein. The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms of this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement or the Limited Warranty Certificate, to survive, or to be performed after, the delivery of the Deed.

28. Assignment. This Agreement is personal to Buyer. Buyer may not assign this Agreement. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be in favor of a lender of Seller for collateral purposes, Buyer's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Upon foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the deposits with interest shall be returned to Buyer, and Seller, such lender and Buyer shall be released from all further liability or obligation hereunder.

29. Notices. All notices to be given hereunder shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the address given above, or at such other address as either party may hereafter designate to the other in writing.

30. Compliance with Declaration. Buyer agrees to restrict the occupancy of the Unit in accordance with the use and occupancy restrictions as set forth in the Declaration, Bylaws and Rules and Regulations and to otherwise be bound in all respects by the provisions and restrictions thereof.

31. Miscellaneous.

- (a) Subject to the assignment restrictions set forth above, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- (b) This Agreement shall not be altered, modified or amended except by an instrument in writing executed by Seller and Buyer.
- (c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- (d) The obligations of Buyer, if more than one, under this Agreement shall be joint and several.
- (e) The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws in effect in the State of Maine and shall for all purposes be deemed wholly executed and performed within the State of Maine.
- (g) All paragraph headings in this Agreement are for convenience only and are not legally binding.
- (h) The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individual firms, or corporations.

Home Construction & Repair: Maine Attorney General Home Construction Warning

Contractors Must Include This Statement With Any Home Construction Contract for More Than \$3,000.

Contractors Are Not Licensed - Owner Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Owner Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/bfr/.

1. When hiring a contractor, we recommend that you Seek referrals and keep good notes. The best source of references may be: Friends, co-workers, independent trade contractors, engineers, family, building material suppliers, neighbors, architects, home inspectors, local lenders, banks and contractor's existing customers

- When meeting with a builder, be sure to ask for:
 - o Number of years in business
 - o Permanent business location
 - o Proof of general liability insurance
 - o Professional affiliations
 - o Educational designations
 - o List of last 5 customers
 - o Proof of workers' compensation insurance for employees and liability insurance

We strongly recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

Building Codes.

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in [Chapter 18 of the](#) Maine Attorney General's Consumer Law Guide.

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free [Adobe Reader](#) :

- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Judgment \(PDF\)](#)
- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Complaint \(Word\)](#)
- [In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance \(Word\)](#)
- [State of Maine v. Joel David Poirier: Complaint \(Word\)](#)
- [State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgment by Default \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint \(PDF\)](#)
- [State of Maine v. CBS Enterprises \(PDF\)](#) (Kimberly Mark Smith and David J. Blais),
- [Default Judgment in CBS Enterprises \(PDF\)](#).
- [State of Maine v. Frederic Weinschenk \(PDF\)](#) d/b/a Ric Weinschenk Builders, Inc.,
- [State of Maine v. Stephen Lunt \(PDF\)](#) d/b/a Lakeview Builders, Inc.,
- [State of Maine v. Albert H. Giandrea \(PDF\)](#) d/b/a AG's Home Quality Improvements, Inc.,
- [State of Maine v. Al Verdone \(PDF\)](#).
- [State of Maine v. Mikal W. Tuttle \(PDF\)](#), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- [State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction \(PDF\)](#)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper ([State of Maine v. Harold Soper \(PDF\)](#)) and Mikel Tuttle ([State of Maine v. Mikel W. Tuttle \(PDF\)](#)). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

[Chapter 17 of the](#) Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. [Chapter 18 of the](#) Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

BROOKS EDGE FARM CONDOMINIUMS
EXHIBIT A

FLOOR PLAN AND FEATURES

[see separate sheet for Buyer's selection of standard colors and finishes,
which must be completed within 30 days of the Agreement]

BROOKS EDGE FARM CONDOMINIUMS
EXHIBIT B

OPTIONS ADDED OR MODIFICATIONS OR ALTERATIONS MADE PER REQUEST OF
BUYER ("EXTRA WORK")

Note: IF WORK IS NOT SPECIFIED IN THE AGREEMENT, THEN IT IS NOT INCLUDED IN THE SALE.

BROOKS EDGE FARM CONDOMINIUMS
EXHIBIT C

FINAL INSPECTION FORM

Purchaser(s) _____ Unit Number: _____

Inspection Conducted By: _____ Date: _____, 202__

Listed below are all of the defects discovered to date in my (our) Unit:

Date: _____, 202__ _____, Buyer

Declarant agrees to correct in a workmanlike manner the items listed above, except as noted.

Brooks Edge LLC

Date: _____, 202__

By: _____
Its _____

I (we) acknowledge that the above items have been completed in a workmanlike manner.

Date: _____, 202__ _____, Buyer