

**PURCHASE AND SALE AGREEMENT
BITTERSWEET BANKS LOT**

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 these Basic Terms of Sale, the Additional Terms of Sale and Exhibits, all of which form a part of this Agreement:

1. Property to be Sold: Lot # ____ located in Bittersweet Banks Subdivision located on Howard Lane off Mitchell Hill Road in the Town of Scarborough, Maine, subject to the following: (i) the requirements of state and local land use approvals including the recorded Subdivision Plan (the "Approvals"), (ii) the Declaration of Covenants and DEP Restrictive Covenants (collectively the "Declaration") and (iii) the easements, restrictions, rights of way and other matters as shown on or referred to in the Subdivision Plan, the Declaration or which service the Lot. Seller reserves the right upon notice to Buyer to establish and make modifications, additions, or deletions in or to the Declaration and Subdivision Plan provided that (i) the purchase price hereunder shall not be increased and (ii) a material physical modification of the layout or location of the Buyer's lot shall not occur.

2. Purchase Price: The agreed purchase price and payment terms are as follows:

\$ _____ Base Lot Price;
\$ _____ Extras – Other if any;
\$ _____ **Total Purchase Price.**
(\$ _____) *Less:* Deposit paid upon signing, to be held by _____.
\$ _____ **Balance Due At Closing by certified or bank check or wire transfer.**

3. Closing Date: _____, 200____.

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

5. Brokers [] Yes, [] No
Name: _____
Address: _____
Tel. #: _____

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 or deferral 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 Declaration and Subdivision Plan and accompanying documents, the Maine DEP Approvals, this Agreement, the Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise when this agreement is signed by the parties.

8. Contingencies. The Buyer is encouraged to seek information from independent professionals regarding any specific issue of concern. This Agreement is subject to the following inspection(s), with results being reasonably satisfactory to the Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. Covenant Legal Review	___	___	within ___ days
b. Other _____	___	___	within ___ days

* Note: Design Review requires submission of architectural and site plans for the proposed house as specified in the Declaration, which shall be undertaken post closing prior to construction; please allow sufficient time design review once a complete set of plans and specifications has been submitted. Cutting of vegetation and filling on the Lot is restricted as set forth in the Declaration and Approvals.

Any review or inspections will be done by qualified advisor chosen and paid for by the Buyer. The results of each review and inspection will be reported to the Seller in writing within the number of days from the Effective Date specified above. If the result of any review or inspection is unsatisfactory to the Buyer, Buyer may at its option, by notifying the Seller in writing within the specified number of days, declare this Agreement null and void and the Deposit then shall be returned to the Buyer. In the event that the Buyer does not notify the Seller in writing that an inspection is unsatisfactory within the time period stated, that contingency shall be deemed to have been waived by the Buyer. It is understood that in the absence of the inspection(s) listed above, the Buyer is relying completely upon its own opinion as to the condition of the Lot. Until the contingencies are waived, Seller may continue to market the Lot subject to this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement with the Additional Terms of Sale and Exhibit with an effective date as of _____, 200__ (the "Effective Date" of this Agreement).

SELLER:
RISBARA BROS. CONSTRUCTION CO.,
INC.

s/ _____
 print name: _____

By: _____
 Its _____

s/ _____
 print name: _____

Mailing Address:
 197 U.S. Route One, P.O. Box 485
 Scarborough, ME 04070

Mailing Address:

 Tel: _____ (day)
 _____ (cell)

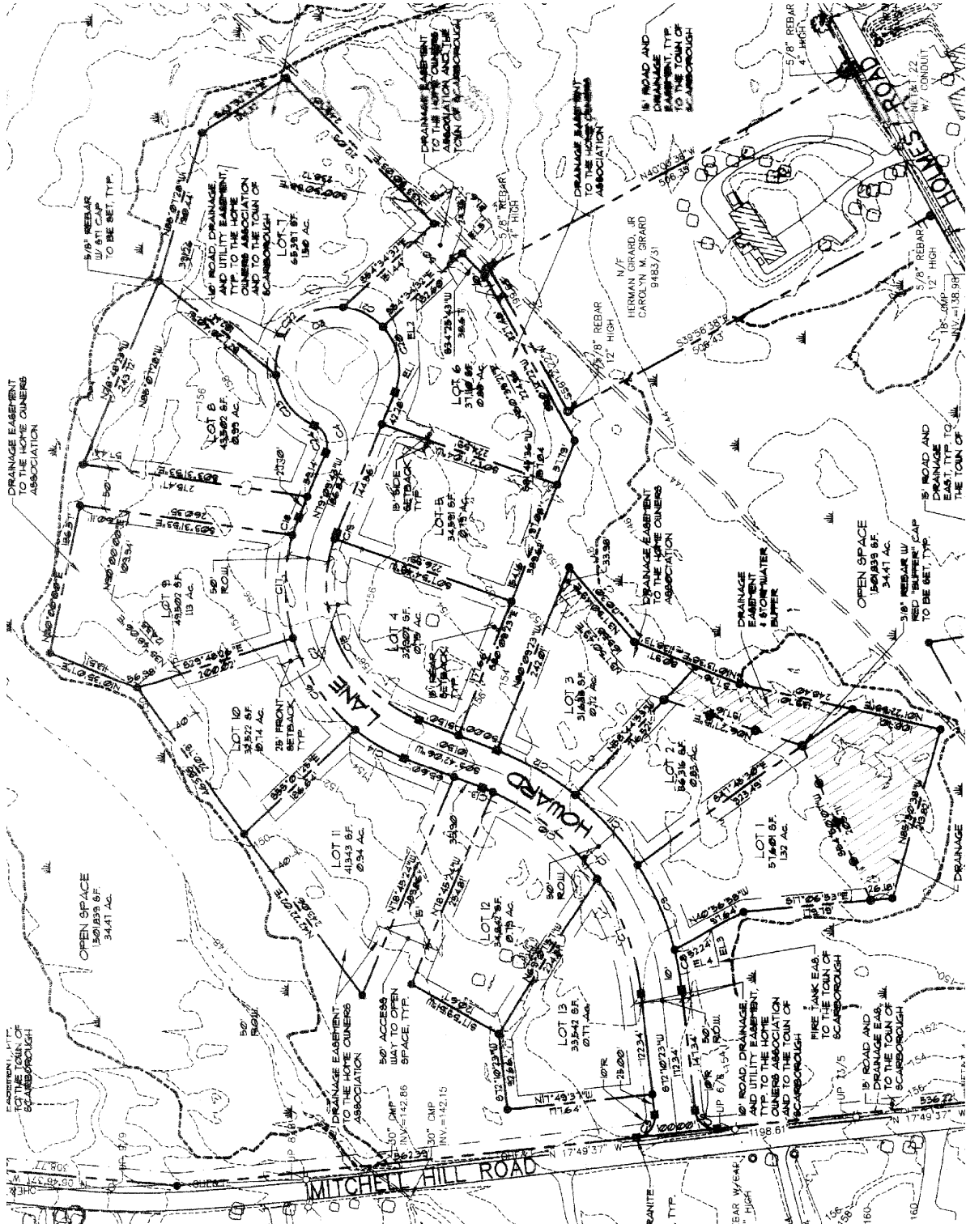
Exhibits to this Purchase and Sale Agreement:

- Exhibit A – Excerpt of Subdivision Plan
- Additional Terms of Sale

P&S Bittersweet Banks Lot Only.DOC
BUYER:

EXHIBIT A

EXCEPT of BITTERSWEET BANKS SUBDIVISION PLAN (PB 207, PAGE 283)



BITTERSWEET BANKS
ADDITIONAL TERMS OF SALE

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 subdivision Lot designated in the Basic Terms of Sale located in Bittersweet Banks Subdivision (the "Subdivision") in the Town of Scarborough, Cumberland County, Maine, subject to the recorded Subdivision Plan as recorded in Plan Book 207, Page 285 of the Cumberland County Registry of Deeds, an excerpt of which is depicted in Exhibit A, the Declaration of Covenants recorded in Book 25703, Page 278 and the Declaration of Restrictions recorded in Book 25703, Page 278 (the "Declaration") and as set forth in the Subdivision Plan recorded in Plan Book 207, Page 785 and the governmental Approvals (collectively the "Lot").

2. Financing Commitment. If the Basic Terms include a Financing Contingency, then Buyer is required 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. Buyer's failure to deliver such a commitment or a notice of termination shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed to require Buyer to close under this Agreement, and/or to publicly market and sell the Lot to a replacement buyer 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 Purchase Price.

3. 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, on the date set forth above in the Basic Terms of Sale (the "Closing" or the "Closing Date"), at which time the balance of the Purchase Price shall be paid in full. **TIME IS OF THE ESSENCE.**

4. Payment of Total Purchase Price and Closing Adjustments. The Total Purchase Price is payable as set forth in the Basic Terms of Sale. The balance of the Total Buyer 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.

Taxes for the then current taxing period assessed against the Lot 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 on the Closing Date. For the tax year beginning July 1, 2008, per Maine statute, real estate taxes will be assessed and billed directly by the Town of Scarborough. Until then, the Town has assessed and taxed the Subdivision property as a whole; the Seller may either (i) collect at closing or (ii) subsequently bill Buyers for their proportionate share of taxes assessed against the Subdivision as a whole through June 30, 2008, until the Lot is separately assessed and taxed.

Buyer shall pay recording costs for the Deed and one half of the Maine real estate transfer tax. Seller shall obtain and pay the recording fees for partial releases from the existing mortgages granted by Seller.

5. Deposit. Upon execution of this Agreement, the Deposit together with any reservation deposit shall be placed in escrow by Seller in a non-interest bearing account ("Escrow Account"). 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.

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

- (a) Provisions of (i) the governmental Approvals, as the same may be amended from time to time including without limitation the Maine Department of Environmental Protection orders, (ii) the recorded Subdivision Plan and (iii) 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, including without limitation the reservation of fee title to the roads;
- (c) Such taxes and assessments allocable to the Lot for the then current fiscal year as are not due and payable on the date of delivery of the deed;
- (d) The laws, ordinances and regulations of the State of Maine and Town of Scarborough, including zoning restrictions, and the terms of land use approvals;
- (e) All easements of record and all 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 Bittersweet Homeowner's Association; and
- (g) Other matters, easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Lot 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 adverse interests. Good and clear insurable title is defined as insurable title for which a reputable title insurance company authorized to do business in the State of Maine is willing to issue a policy of title insurance under its standard policy terms and conditions for owners and mortgagees.

7. Possession. On the Closing Date, Seller shall deliver full possession of the Lot free and clear of all tenants and occupants but subject to the Permitted Encumbrances.

8. Extension to Perfect Title. Not less than five (5) days prior to the original Closing Date, Buyer shall give Seller notice 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 set forth above and of this Section) to give title or to make conveyance or to deliver possession of the Lot as herein provided, or if on the Closing Date (as it may be extended) the Lot 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 Lot 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, and thereupon the Closing Date shall be extended for a period of sixty (60) days from the Closing Date. If at the expiration of the extended time Seller shall have failed to remove the defects in title or to deliver possession, or to make the Lot 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 Lot or to remove any encumbrance upon the title to the Lot not voluntarily placed thereon by the Seller.

9. Agreement Subject to Mortgages. This Agreement is 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 Lot from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Subdivision other than the Lot 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 Lot is released from the lien of such mortgages.

10. Subsurface Sewage Disposal/Well. Buyer is responsible for the installation of a subsurface septic system and well. Seller shall provide Buyer with copies of the subsurface sewage disposal soil report prepared by Mark Hampton Associates, of Livermore Falls, Maine, indicating that a residential sewage system may be installed on the Property and

shall assign to Buyer all of Seller's rights thereunder without any warranties. Buyer shall be responsible for the costs of the septic system design based on field conditions and the proposed size of the residence and for the costs of installing the septic system and well. Wells may only be located in areas approved by the Town. Changes in septic system or well locations require approval by the Town of Scarborough.

11. Establishment of Lot and Declaration/ Road. Seller has recorded the Declaration and Subdivision Plat and all other documents required to establish a valid subdivision Lot. Seller shall have, and hereby reserves, the continuing right from time to time: (i) to change the layout or construction of any of the roads, other Lots, and common areas, provided that the location and boundaries of the Lot being purchased will not be changed; and (ii) to make such changes or modifications in the subdivision plan and the Documents as the Seller shall deem reasonably necessary in order to meet requirements of applicable laws and governmental regulations, the requirements of lending institutions and/or marketing considerations; provided, however, that no such change or modification shall alter the size, layout, location or features of the Lot being purchased. Seller intends to offer to convey the private road servicing the subdivision to the Town for acceptance as a public road, until then or if the town declines to accept the road, the Association shall be responsible for the road maintenance and plowing.

12. Models/Sales Material. Model Homes are not considered a part of such Lot for the purposes of this Agreement. Any subdivision plans, sketches or sales drawings shown to Buyer other than those which are a part of the legal documents are for display purposes only.

13. 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 Subdivision and the real estate taxes for individual Lots 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.

14. Seller Modifications. Seller reserves the right to modify the Declaration, the Bylaws, the Subdivision Plat and any other 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 Lot; (ii) reduce the obligations of Seller for Common Expenses on unsold Lots which are subject to the Declaration; or (iii) reduce the size of the Lot. The dimensions, sizes and location of the Lots to other Lots, 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.

15. 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. 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.

16. Merger, Acceptance of Deed. This Agreement, together with the Declaration and other recorded agreements, 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, and exhibits 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, or the Approvals to survive, or to be performed after, the delivery of the Deed.

17. 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.

18. Compliance with Declaration. Buyer agrees to restrict the occupancy of the Lot in accordance with the use and occupancy restrictions as set forth in the Declaration, and the Bylaws and Rules and Regulations of Bittersweet Homeowner's Association and to otherwise be bound in all respects by the provisions and restrictions thereof.

19. Notices. All notices to be given hereunder shall be in writing and sent by 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.

20. Default. In the event a party fails to close the purchase of the Lot in accordance with the provisions of this Agreement, the other party may exercise all of its legal rights and remedies or may terminate this Agreement. Prior to exercising any such remedies, a party shall give the defaulting party written notice and ten days opportunity to cure.

21. 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. Facsimile copies shall be binding
- (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. The parties hereby submit to the exclusive jurisdiction in the courts of 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.