AGREEMENT FOR THE PURCHASE AND SALE OF CONDOMINIUM UNIT

AGREEMENT made and entered into this _____ day of _____, 2021, by and between **HW LAND COMPANY, LLC**, a Maine limited liability company, with a mailing address of P.O. Box 8433, Portland, Maine 04104, ("Seller") and_____ of _____, Maine, ("Buyer"), (SSN# _____ and _____).

WITNESSETH:

1. **UNIT**. Seller agrees to sell and Buyer agrees to buy the Unit with the address as follows Unit _____ at Summit Terrace Condominiums located at 115 Summit Terrace Road, South Portland, Maine together with said Unit's percentage allocated interest in the Common Elements and Limited Common Elements all as more particularly described in the Declaration of Condominium for Summit Terrace Condominiums (the "Declaration") dated _____, 2021, and recorded in the Cumberland County Registry of Deeds in Book _____, Page ___, and as shown on the Condominium Plat prepared by _____, dated _____ __, 2021 recorded in the Cumberland County Registry of Deeds in Plan Book _____, Pages _____, the "Unit".

2. **PURCHASE PRICE, METHOD OF PAYMENT**. Subject to any adjustments and prorations hereinafter described, the Buyer agrees to pay to Seller for the Unit, the sum of _____ Dollars ($_____), payable as follows:

    a. Deposit. An amount equal to 10% of the purchase price, payable upon execution of this Agreement. The Deposit shall be retained by Seller in an interest bearing account ("Escrow Account") deposited at _____, pursuant to the provisions of Section 1604-109 of Maine Condominium Act. At Closing the Deposit shall be delivered to the Seller. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement, and interest earned on the Deposit shall be added to any Deposit forfeited to Seller and shall be added to any Deposit refunded to Buyer.

    b. Final Payment or balance of the purchase price, shall be paid to Seller by wired funds, certified check or bank cashier's check at the closing.

3. **TITLE**. Seller shall convey the Unit to Buyer at the closing in fee simple with good and insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements

created by or referred to in the Declaration; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; (ii) the Declaration, the By-Laws and the Plats and Plans for Summit Terrace Condominiums Unit Owners Association and all amendments or modifications thereto, (iii) building, zoning and land use ordinances, and (c) such taxes and assessments, including Common Expenses allocable to the Unit, if any, as are not due and payable on the date of delivery of the deed.

In the event that Seller is unable to convey title as aforesaid, Seller shall be given sixty (60) days in which to remedy any title defects. In the event that said defects cannot be corrected or remedied or in the event that Seller elects not to remedy same within 60 days, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buy's obligations hereunder, will terminate, notwithstanding such defects as may exist.

4. **CLOSING**. The closing of this transaction shall take place on _____, _____, at the offices of Hopkinson & Abbondanza. In the event that the Unit is not substantially completed as of the above closing date, Seller and Buyer shall mutually agree in writing upon another time and place which shall be no later than thirty (30) days from the date of completion of construction of the Unit, which shall be evidence by the issuance of a certificate of occupancy from the City of South Portland. At closing, Seller will execute and deliver to Buyer, against payment of the balance of the purchase price, a Quitclaim deed with Covenant in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, et seq. (the "deed") and the Maine Condominium Act, 33 M.R.S.A. §1601-101 et seq.

5. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE**. Prior to the closing, risk of loss, damage or destruction of the Unit shall be the sole responsibility of Seller. Seller shall keep the Unit insured against fire and other extended casualty risks prior to closing. If the Unit for any reason is substantially damaged or destroyed prior to closing, Buyer may either (i) terminate this Agreement and receive back the Deposit or, (ii) accept the insurance proceeds relating thereto and Close this transaction notwithstanding such damage or destruction.

6. **CONDITION OF UNIT AND 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 5 day period. Buyer shall specify, in writing, any manner in which Buyer claims that the Unit does not conform to the requirements of this Agreement (the "Punch List"). Except as set forth in such Punch List, 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.

Seller will complete Punch List items prior to or promptly following the Closing (except any items for which Seller determines that parts or materials are unavailable, and such items will be completed within a reasonable time after the Closing). After Seller completes all Punch List items, Buyer and Seller's representative will jointly conduct a Second Inspection, at which Buyer and Seller shall sign an updated punch list indicating that all items are completed. Seller will not escrow for Punch List items.

If Buyer and Seller are unable to agree on any aspect of the punch list and inspection process, the disagreement will be handled under the dispute resolution provisions below and the Closing will not be postponed.

7. **POSSESSION**. Seller shall deliver possession of the Unit to the Buyer free and clear of all leases, tenancies and occupancies by any person. If Buyer has ordered special improvements or installations ("Special Work") to the Unit (see Exhibit B), the failure of such Special Work to be completed by the closing date shall not require a postponement of the delivery of the deed and the Unit shall be conveyed and the purchase price paid on the closing date and the Special Work completed as soon thereafter as practical. If the Seller, at the request of Buyer, furnishes or installs "Special Work" at the expense of Buyer, the time of payments for the Special Work shall be established by separate agreement between Seller and Buyer.

8. **ADJUSTMENTS, PRORATION AND CLOSING COSTS**:

   a. Real estate taxes and assessments against the Unit shall be prorated as of the closing on the basis of the latest available tax bill.

   b. Fuel or other utilities as applicable shall be prorated as of the Closing.

   c. The Condominium Association assessments for the Unit's Allocated interest, as defined in the Declaration shall be prorated as of the closing.

   d. In addition to the purchase price, Buyer shall pay the amount of equal to two (2) times the Unit's monthly condominium assessment which amount shall be paid to Seller if Seller has already paid such amount to the Association. If Seller has not already paid such assessment to Association as of the closing date, Buyer shall pay such assessment directly to the Association.

   e. Seller and Buyer shall pay the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A.

f. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing will be paid for by Buyer.

9. **WARRANTIES**. Buyer agrees to execute at closing a document, which reduces the Statute of Limitations for breach of warranty claims to two (2) years. All such warranties are more fully set forth on the Limited Warranty Certificate attached as Exhibit C hereto. 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 Agreement to Reduce Period of Limitation at closing. Prior to the expiration of such two-year period, Seller will assign to the Executive Board of the Condominium, on behalf of the Unit Owners of all Units, all guaranties from subcontractors or suppliers of materials running in favor of Seller, to the extent that such guaranties are assignable. Seller will deliver to Buyer at closing any manufacturers' warranties covering any equipment in the Unit except insofar as the same may be Common Elements. Seller makes no warranties as to any appliances, equipment or fixtures, if any, sold with the Unit, except as may be required the statutory warranties set forth in the Maine Condominium Act. Seller shall not be responsible for performance under any manufacturer's warranties in any way. Buyer hereby acknowledges that no warranties or representations have been made by Seller or any of its partners, agents, or affiliates, with respect to the construction and/or improvement of roads, or any other amenities or services to be provided by the Seller other than those contained herein or in the Declaration.

10. **DEFAULT AND REMEDIES**. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy. Should Seller elect to retain the Deposit, this Agreement will terminate and neither party will be under any further obligation hereunder.

11. **RECEIPT OF DECLARATION**. Buyer acknowledges receipt of the Public Offering Statement, Declaration of Condominium, Bylaws of the Summit Terrace Condominiums Unit Owners Association, Budget, Rules and Regulations and Management Agreement ("Condominium Documents"). Buyer will within ten (10) days of execution of this Agreement acknowledge in writing, receipt and review of the Condominium Documents and shall in writing either (i) cancel this Agreement or (ii) waive any right to cancel this Agreement. If Buyer fails to comply with the provisions of this Paragraph 11, this Agreement, at Seller's option, may be terminated, and the Deposit returned to Buyer, in which case neither party shall have any further obligation hereunder. 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.

12. **FORCE MAJEURE; EXTENSION**. If Seller is delayed in completing construction of the Unit, the Building or any other portion of the improvements on the property due to causes beyond Seller's reasonable control, such as acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, unavailability of labor or materials, restrictive environmental regulations or other acts of government agencies asserting jurisdiction over the Condominium, then Seller may postpone the Closing date to a date within four (4) months after the date set forth in Paragraph 4 above by written notice to Buyer on or before the Closing date.

13. **EXTENSION TO PERFECT TITLE OR MAKE UNIT CONFORM**. Buyer shall give Seller notice, not less than twenty (20) 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 Paragraph 12 above) 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 with the provisions of this Agreement, then all Deposits shall be refunded to Buyer with the interest earned in the Escrow Account, 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 thirty (30) days. If at the expiration of the extended time Seller shall have failed to remove the defects in title, deliver possession, or make the Unit substantially conform, as the case may be, as herein provided, then the Deposit shall be forthwith refunded to Buyer, with the interest earned in the Escrow Account, 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 Buyer shall have the election, at either the original or extended closing date, to accept such title as Seller can deliver to the Unit in its then condition and to pay therefor the purchase price without deduction, in which case Seller shall convey such title.

14. **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 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 plan sketches or sales drawings shown to Buyer are for display purposes only and may not be exactly duplicated. The Unit is being sold unfurnished and will contain only the appliances and equipment set forth in Exhibit A hereto.

15. **MERGER; ACCEPTANCE OF DEED**. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them. Buyer represents he/she has relied only upon the warranties and representations set forth in this Agreement and the Limited Warranty Certificate referred to in Paragraph 9 above. 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 of expressed, except such as are, by the terms of this Agreement and the Limited Warranty Certificate referred to in Paragraph 9 above, to survive, or to be performed after the delivery of the deed.

16. **BROKERAGE**. Buyer represents and warrants that no real estate commission is due to any person except the following: _____, 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.

17. **DISPUTE RESOLUTION.** Buyer hereby agrees that any and all disputes with Seller, its general contractor, or any of their subsidiaries, affiliates, owners, partners, employees, agents or subcontractors arising out of this Agreement, the warranty set forth herein, or otherwise arising out of the construction, condition and sale of the Property including, without limitation, disputes concerning breach of contract, express, statutory and/or implied warranties, bodily injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions, and all other torts

and statutory causes of action, including any claims under the Maine Unfair Trade Practices and Consumer Protection Law (each, a "Claim") shall be resolved by mandatory and binding arbitration before a single arbitrator selected in accordance with the rules of the American Arbitration Association ("AAA") pursuant to the Real Estate Industry Rules of AAA, or, if AAA is not available, then a successor or equivalent organization selected by Seller. Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer has first given Seller specific written notice of each Claim and provides Seller with a reasonable opportunity to cure any default or alleged default including, but not limited to, repair or replacement of any alleged defect or deficiency in the Property, in accordance with the terms of this Agreement, including the warranty provisions hereof. Buyer and Seller further agree to participate in non-binding mediation before a single mediator of AAA or, if unavailable, an equivalent organization selected by Seller prior to initiating arbitration. Arbitration filing fees, and the fees of the arbitrator(s), shall be borne by the party initiating arbitration, subject to the Arbitrator awarding filing fees and fees of the arbitrator to the prevailing party. This paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C., §1, et seq., and shall survive Closing.

18. **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.

19. **CONSTRUCTION SITE**. Buyer agrees not to enter upon the Condominium during the term of this Agreement without 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. The Buyer acknowledges that the Condominium and surrounding areas are dangerous areas during construction. Except for gross negligence or intentional acts of Seller, its general contractor, their subsidiaries, agents and affiliates, Buyer releases and agrees to indemnify Seller, its general contractor, or any of their subsidiaries, affiliates, owners, partners, affiliates, employees, agents or subcontractors from any loss, liability, expense, suit or cause of action (including reasonable attorneys' and paralegals' fees and all other costs) resulting from or incurred by Seller in the defense of any claim arising out of any bodily injury or death or property damage suffered by Buyer, persons accompanying Buyer and persons visiting at the request or direction of the Buyer other than as expressly permitted by this section. This Section 24 shall survive the Closing.

20. **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:

TO SELLER: **HW LAND COMPANY, LLC**
P.O. Box 8433
Portland, Maine 04104

TO BUYER: _____
_____
_____
_____

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. The rights of Buyer under this Agreement may not be assigned in whole or in part without the prior written consent of Seller. 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. 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.

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 TWENTY THAMES CONDOMINIUM, 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 PRIOR TO RECEIVING THE PUBLIC OFFERING STATEMENT 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 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 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/ OR BY CALLING 207-626-8800.

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/pfr/.

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:
  - Number of years in business
  - Permanent business location
  - Proof of general liability insurance
  - Professional affiliations
  - Educational designations
  - List of last 5 customers
  - 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 RightsChapter 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. Cha

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

WITNESS:

SELLER

HW LAND COMPANY, LLC

_____ By: _____

Daniel H. White, Manager

_____ _____

BUYER

_____ _____

BUYER

Buyer hereby acknowledges receipt and review of the Condominium Documents for Summit Terrace Condominiums and hereby waives all right to cancel this Agreement pursuant to § 1604107 of the Maine Condominium Act. 33 M.R.S.A. § 1601-101 et seq.

_____ _____

BUYER

_____ _____

BUYER

EXHIBIT A

Appliances included: None

EXHIBIT B

SPECIAL WORK:

EXHIBIT C

(ATTACH LIMITED WARRANTY CERTIFICATE)