

Purchase & Sale Agreement
Auction 12-57
Sheepscot Harbour Village & View Condominiums

This Agreement is entered into this 5th day of May 2012 by and between The Bank of Maine, having an address of 190 Water Street, town of Gardiner, and State of Maine, hereinafter sometimes called the "SELLER", and

(name) _____

(address) _____

(telephone) _____ (ofc) _____ (res) _____ (cell)

(SS#) _____ (SS#) _____

County of _____ and State of _____, hereinafter sometimes called the "BUYER".

Witnesseth

WHEREAS, SELLER is desirous of selling all its rights, title and interest in and to condominium unit # _____ situated in the County of Lincoln and State of Maine located at the Sheepscot Harbour _____ Condominium at 318 Eddy Road in the Town of Edgecomb. The real estate more particularly described in **Exhibit A**, a copy of which is attached hereto and made a part hereof.

WHEREAS, BUYER is desirous of purchasing said real estate at said public sale for the sum of

(\$ _____) _____
_____.

NOW THEREFORE, the SELLER, in consideration of the deposit of \$10,000.00, receipt of which is hereby acknowledged, does hereby agree to sell and convey the real estate described to the said BUYER for the aggregate sum of \$ _____ and the said BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the BUYER a Quitclaim Deed Without Covenant to said real estate, substantially in the form attached hereto as **Exhibit A**.

2. BUYER acknowledges that they have had an opportunity to inspect said real estate and that said property is to be conveyed in its entirety "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any expressed or implied warranties of any kind or nature, and at the closing BUYER shall execute and deliver to SELLER the "Acknowledgment of As-Is Purchase" form attached as **Exhibit B**. Simultaneous with the execution of this Purchase & Sale

Agreement, BUYER has executed an Acknowledgment of Receipt and Review of Public Offering Statement and Related Materials.

3. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.

4. Closing shall be held at such time and place as is convenient to the parties hereto, but in no event any later than (30) days from the date hereof. It is mutually agreed that time is of the essence to this Agreement and said closing.

5. If BUYER fails to pay the purchase price in full within the time set forth and/or fails to comply with any of the provisions of the Agreement, SELLER and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. In addition, and at the SELLER'S sole and exclusive option, the SELLER may have the rights under any Purchase and Sale Agreement assigned to the SELLER, or to the SELLER'S nominee, without any other or further action by the defaulting BUYER.

6. Possession: BUYER shall only be entitled to possession at closing.

7. Pro-rations: All real estate taxes, heat fuels, condominium fees, and any public water and sewer fees shall be pro-rated between BUYER and SELLER as of the date of the closing.

8. ALL Transfer Taxes and Sales Taxes: Shall be the responsibility of the BUYER at closing.

9. The attached Terms and Conditions of Sale are incorporated herein by reference.

10. Risk of Loss: The risk of loss with respect to the property shall be with the SELLER until the date of closing.

11. Assignment: Buyer may assign its rights under this Agreement to any third party by a writing approved by Seller, but such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to counsel for Seller at least seven (7) calendar days prior to the date of closing.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

SELLER

SBM Property A, Inc.

By: _____
Name:
Its:

BUYER

BUYER

WITNESS

WITNESS

(Exhibit A)
Intentionally Left Blank
Online Bidders Only

The legal description of the condominium unit purchased will be attached to the purchase and sale agreement once the successful online bidder has selected a unit. Complete legal descriptions for all units are contained in the property information package that is available at Keenanauction.com

Exhibit B
ACKNOWLEDGEMENT
OF “AS-IS” PURCHASE

SHEEPSCOT HARBOUR VIEW CONDOMINIUM

On or about the date hereof, SBM Property A, Inc., a Maine corporation (“SBM”) is selling to the undersigned “Buyer” Unit ____ (the “Unit”) in the Sheepscot Harbour View Condominium (the “Condominium”). Buyer was high bidder at an auction held on May 5, 2012, and entered into a Purchase & Sale Agreement with SBM with respect to the Unit. As fully disclosed in the auction materials and the Purchase & Sale Agreement, Buyer hereby acknowledges and agrees as follows:

- (a) SBM acquired the Unit pursuant to a foreclosure auction and has made no improvements to the Unit.
- (b) SBM is unrelated to Edgecomb Development, LLC, the original Declarant of the Condominium. Edgecomb Development, LLC constructed the Unit in its current condition.
- (c) The Unit is being sold as is, where is, and with all faults, in its current, unrepaired condition.
- (d) The Unit is being sold without any express or implied warranties of any kind or nature.
- (e) When Buyer bid on the Unit at the auction, Buyer was aware that the Unit was to be conveyed as is, where is, and with all faults, and without warranties.
- (f) The fact that the Unit was to be conveyed as is, where is, and with all faults, and without warranties was part of the basis of the bargain represented by the Purchase & Sale Agreement, and was reflected in the price paid by Buyer for the Unit.
- (g) Notwithstanding the foregoing, should a court of competent jurisdiction determine that SBM is liable for any express or implied warranties to Buyer under the Maine Condominium Act, Buyer hereby agrees to reduce from six years to two years the period of limitations on actions for breach of any such warranties created under the Maine Condominium Act.

BUYER

BUYER

Dated:

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW
OF
PUBLIC OFFERING STATEMENT
AND RELATED MATERIALS
SHEEPSCOT HARBOUR VIEW CONDOMINIUM
AND
SHEEPSCOT HARBOUR VILLAGE & RESORT CONDOMINIUM**

RECITALS

- A. SBM Property A, Inc., a Maine corporation (“SBM”) acquired certain real estate interests in the Sheeps Scot Harbour View Condominium (the “View Condominium”) and certain real estate interests in the Sheeps Scot Harbour Village & Resort Condominium (the “Village Condominium”) pursuant to foreclosure.
- B. SBM is selling its interests in the View Condominium and the Village Condominium at auction, in their as-is, where-is condition without any representations or warranties.
- C. SBM, as part of the auction, is providing all prospective purchasers with copies of the Public Offering Statements for the Village Condominium and the View Condominium prepared in 2008 by the original developer, together with subsequent amendments to the project documents of which SBM is aware, and together with the most current budgets associations of the View Condominium and the Village Condominium (collectively, the “Condominium Disclosure Documents”). A list of the Condominium Disclosure Documents is attached as **Exhibit A**.
- D. SBM has not prepared any of the Condominium Disclosure Documents and SBM makes no representations or warranties as to the accuracy, content or completeness of the Condominium Disclosure Documents. SBM does not, and has not, controlled either of the condominium associations that prepared and approved the budgets that are part of the Condominium Disclosure Documents.

Prior to the execution of a Purchase and Sale Agreement for the purchase of a condominium unit and/or development rights with respect to either the Village Condominium or the View Condominium, the undersigned “Purchaser” hereby acknowledges and agrees that (a) Purchaser has received and reviewed the Condominium Disclosure Documents; (b) SBM has not prepared any of the Condominium Disclosure Documents and SBM makes no representations or warranties as to the accuracy, content or completeness of the Condominium Disclosure Documents; and (c) Purchaser has been encouraged by SBM and its agents to conduct whatever due diligence Purchaser deems appropriate with respect to the real estate interests being purchased by Purchaser including, without limitation, an examination of all available public records, and Purchaser has had an opportunity to do so.

Prospective Purchaser(s):

EXHIBIT A

1. Public Offering Statement, Sheepscoot Harbour View dated October 23, 2008.
2. Public Offering Statement, Sheepscoot Harbour Village and Resort, a condominium dated September 15, 2008.
3. First Amendment to Declaration, Sheepscoot Harbour View Condominium dated June 19, 2009 and recorded in the Lincoln County Registry of Deeds in Book 4165, Page 177.
4. Second Amendment to Declaration, Sheepscoot Harbour View Condominium dated October 28, 2011 and recorded in the Lincoln County Registry of Deeds in Book 4453, Page 107.
5. Consent Order dated August 26, 20___ recorded in the Lincoln County Registry of Deeds in Book _____, Page _____.
6. Current Annual Budget of the Sheepscoot Harbour View Condominium Owners Association.
7. Current Annual Budget of the Sheepscoot Harbour Village and Resort Condominium Association.

**Terms And Conditions Of Sale
(10) Condominium Units
Sheepscot Harbour Village & View Condominiums
Davis Island ~ 318 Eddy Rd., Edgecomb, Maine
Saturday, May 5, 2012 at 11AM
Auction will be held at the Davis Island Grille
At Rt.1 & Eddy Rd., Edgecomb, Maine**

1. Date/Place of Sale: The Properties shall be sold on Saturday, May 5, 2012 at 11:00 a.m. at the Davis Island Grille, Rt.1 and Eddy Rd., Edgecomb, Maine.

2. Terms of Sale:

A. The sale is subject to all of those terms set forth in the advertisement of public sale including but not limited to the terms set forth below.

B. The Condominiums (defined below) shall be sold subject to and with the benefit of all easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are disclosed in the advertisement of public sale or which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.

C. The individual condominium units # 308, 309, 310, 311, 503, 505, 507, 602, 604 and 606 ("Condominiums") will be offered individually on buyer's choice at absolute, un-reserved auction. The condominiums are being sold "AS IS, WHERE IS, AND WITH ALL FAULTS," unrepaired and without any express or implied warranties of any kind or nature. SBM Property A, Inc. (the "Seller") assumes that bidders have inspected the Condominiums prior to the sale and have reviewed all disclosure documents made available to all bidders. Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Prior to executing a purchase and sale agreement, the high bidder(s) shall execute an Acknowledgement of Receipt and Review of Public Offering Statement and Related Materials in the form attached hereto.

D. The deposit to bid is \$10,000 per unit in personal/company check, made payable to Keenan Auction Company, and left with the auctioneer prior to the sale. The deposits to bid are nonrefundable as to the highest bidder(s) for the properties. Unsuccessful bidder's checks will be returned immediately after the auction. A 13% Buyer's Premium for online bidders will be added to the high bid to equate the final purchase price.

E. The Condominiums shall be sold subject to a standard pro-ration of real estate taxes, condominium fees, heat fuels, and any other assessments due to municipal or quasi-municipal

corporations. The Buyer will be responsible for a 5% State of Maine sales tax on the value of any personal property sold with the condominium unit.

F. The balance of the purchase price will be due on or before (30) days from date of public sale.

G. The deeds to the real estate will be by Quitclaim Deed Without Covenant, also known as a Release Deed. The high bidder(s) shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.

H. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.

I. If the high bidder or high bidders default by failing to pay the purchase price in full within the time specified in the Purchase and Sale Agreement, or if a high bidder otherwise breaches the terms of sale, the Seller/Auctioneer may, in addition to all other remedies allowed by law or equity, retain the full Deposit as damages. In addition, the Condominiums may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorneys' fees) will be paid by the defaulting high bidder. In addition, and at the Seller's sole and exclusive option, the Seller may have the rights of the defaulting high bidder under any Purchase and Sale Agreement assigned to the Seller, or to the Seller's nominee, without any other or further action by the defaulting high bidder.

J. The Seller and the auctioneer reserve the right, subject to applicable provisions of Maine Law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the sale from time to time without notice to any person; and (iv) amend the terms of sale as it deems in the best interest of the Seller.

K. A record of bidding will be maintained by the Seller and/or the auctioneer for its own use. All persons present at the Sale and wishing to submit a bid must register and sign a bidding contract with the auctioneer, and submit the requisite deposit prior to commencement of the bidding.

3. Auction Procedure: Open and verbal. Unless otherwise announced, announcements made on the day of the sale will be subject to all printed material. Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The Seller reserves the right to delete or add additional property at its discretion. Seller reserves the right to modify the terms and structure of the Sale. Seller reserves the right to add to or change any of the terms and conditions of sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the Sale at any time before or during the auction.

4. Disclaimer: All bidders are invited to inspect the Condominiums and the public records prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the property, including improvements located underground, the location and/or boundaries of the property or improvements thereon, title to the property, environmental compliance, or its compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS,**

STORED OR OTHERWISE LOCATED ON THE PROPERTY BEYOND ANY INFORMATION WHICH WAS CONTAINED IN THE PROPERTY INFORMATION PACKAGE.

5. Risk of Loss: The risk of loss with respect to the property shall be with the Seller until closing.
6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.
7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.
8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the Sale, in the form provided at the Sale, and such representative must provide documentation satisfactory to Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.
9. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.