

AMENDMENT TO PURCHASE AND SALE AGREEMENT

Now comes BRUNSWICK-TOPSHAM LAND TRUST, INC., a Maine nonprofit corporation with its offices located at 108 Maine Street, Brunswick, Maine (hereinafter referred to as the "Seller" and/or "BTLT") and ROUSSEAU MANAGEMENT, INC., a Maine business corporation with its offices located at 11 Bank Street, Brunswick, Maine (hereinafter referred to as the "Buyer") and, for good and valuable consideration, the receipt of which is hereby acknowledged, amends the Purchase and Sale agreement between the Parties dated November 20, 2008 ("Agreement") as follows:

1. The third paragraph of Section 2 of the Agreement is hereby deleted and the following language is added in substitution:

"The applications, plans and designs submitted to the Brunswick Planning Board, and other all relevant authorities, for the construction and development of the Premises shall comply with the Covenants and Restrictions of Exhibit B. In the event that the Brunswick Planning Board or other regulatory authority imposes conditions that are inconsistent with Exhibit B, then Buyer shall use its good faith best efforts to amend and redesign the plans to comply with both said conditions and Exhibit B. If after Buyer has utilized its best efforts to comply with the Exhibit B, a final decision of the Town of Brunswick Planning Board imposes conditions inconsistent with Buyer's amended plans, then the conditions contained in the Town of Brunswick permit shall be controlling and Exhibit B shall be amended by the Parties."

2. Exhibits B and C, attached hereto and incorporated herein by reference, are agreed to by the parties and made part of the Agreement. The parties hereby waive any contingencies contained in paragraph 7.b. of the Agreement.
3. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, as of the date indicated below.

Signed, Sealed and Delivered
in the presence of

ROUSSEAU MANAGEMENT, INC.

Witness

By: Mitchell Rousseau

Dated:

BRUNSWICK-TOPSHAM LAND TRUST, INC.

By:

Its:

Dated:

EXHIBIT B
TO THE PURCHASE AND SALE AGREEMENT
BETWEEN ROUSSEAU MANAGEMENT, INC.
AND BRUNSWICK-TOPSHAM LAND TRUST, INC.
Dated November 20, 2008

1. Agricultural/Public Access and Parking Easement. Grantor reserves and this conveyance is hereby subject to, an easement for agricultural and public access over the Premises and along Maurice Way as shown on Exhibit A. The easement shall benefit the Grantor and public in order to permit access to the abutting conservation land and trails of Grantor. The easement shall be for ingress and egress rights of pedestrians, farm equipment and vehicles. Grantor reserves and the Premises shall be further subject to an easement for parking for the benefit of Grantor. The location of the parking area shall be designated on Exhibit A. The parking easement granted herein shall be sufficient for ten parking spaces. By acceptance of the deed, Grantee agrees to maintain and repair the parking area and right of way. Grantor reserves the right to build a sign or kiosk within the parking area for identification and informational purposes.

Grantor hereby reserves all rights of protection against liability or injury to the public to the fullest extent allowed under the law Title 14 M.R.S.A. Section 159-A, et. seq. as amended and successor provisions thereof, and any other applicable provision at law or equity.

Grantor covenants that it shall use the easements reserved in a manner that will be consistent with the its purpose and will in no way hinder or prevent the property from reasonable use or enjoyment of the Premises.

2. Covenants and Restrictions. The Premises shall be further subject to the following covenants and restrictions (collectively referred to as "restrictions") which shall be binding on the parties, their successors and assigns;

- a. Lighting. Any structures developed by Grantee shall shield lighting from the neighbors and night sky. The design, type and location of lighting on the Premises must blend with the overall building design and landscaping. All lighting shall be at the cut-off luminare variety so that no lighting is emitted beyond the lot lines. The lighting must be no greater than 35 feet and must produce no direct glare.
- b. Building Envelope. No structures except as provided herein, shall be built within the 30 feet set back along the western or southern boundaries of the Premises. The set back limitations shall not alter future zoning changes of the Town of Brunswick nor other applicable use restrictions.
- c. Height Restrictions. Any structures built on the Premises shall be limited to a one story commercial structure with a maximum roof height not to exceed 40 feet.

- d. Vegetative Buffer. There shall be a permanent vegetative buffer along the western and southern boundaries of the Premises as depicted on the attached Exhibit A. The purpose of the vegetative buffer will be to create a sufficient screen of indigenous vegetation between the Premises and the adjacent residential structures and Pleasant Hill Road so that the structures constructed on the Premises shall not be prominently visible from the public vantage points of Pleasant Hill Road or the residences on Pasture Way. The vegetative buffer shall consist of native tree species and no planting of nonnative invasive species shall be permitted. Selective cutting of trees within the vegetative buffer is permitted provided that a well distributed stand of trees and other vegetation is maintained and that the visual screen provided by this buffer is not significantly affected. Pruning and removal of trees shall be allowed for diseased, unsafe or dead vegetation. When the removal of diseased, unsafe or dead vegetation results in the creation of clear openings, these openings shall be replanted with native tree species unless new tree growth is present. By acceptance of the deed, Grantee affirmative covenants to plant, replant and maintain this permanent vegetative buffer in perpetuity.

Grantor may assign its rights under these restrictions without permission of the owner of the Premises.

The parties agree to mediate in good faith to resolve any dispute as to Grantees compliance with these covenants and restrictions. If mediation does not resolve the dispute, it shall be resolved by submitting the matter to arbitration. The arbitration shall be held, except as may otherwise be provided herein, in accordance with the American Arbitration Association for resolution of commercial disputes or such other procedures as may be mutually agreeable to the parties. The arbitration award (which may include damages, injunctive relief or both) may be entered as a final judgment in any court having jurisdiction thereon. As part of the arbitration award, legal costs, attorneys' fees, and related costs shall be awarded to Grantor if Grantee is found to be in violation of the covenants or restrictions. The parties shall select mutually agreed upon arbitrator. In the event the parties cannot agree on a single arbitrator, the party requesting arbitration shall have the right to select one arbitrator and the person or persons on the other side of the controversy shall select a second arbitrator. The two arbitrators so chosen shall select the third. To be qualified to be selected as an arbitrator, a person must be either a lawyer or a person with expertise in the subject matter of the dispute (e.g., a landscape designer or arborist).

Each provision of these restrictions and covenants undertaken shall be deemed a land use restriction running with the land as a burden and upon the title to the Premises. The invalidity or unenforceability of any provision of these restrictions in whole or in part shall not affect the validity or enforceability of any other provisions or any valid or enforceable part of a provision these restrictions.

The easements, covenants and restrictions contained herein shall be binding upon and inure to the benefit of the parties, their heirs, representatives successors and assigns.

EXHIBIT C
TO THE PURCHASE AND SALE AGREEMENT
BETWEEN ROUSSEAU MANAGEMENT, INC.
AND BRUNSWICK-TOPSHAM LAND TRUST, INC.
Dated November 20, 2008

ESCROW AGREEMENT

AGREEMENT made this ___ day of _____, _____, by, between and among Rousseau Management, Inc., a Maine corporation ("Buyer"); Brunswick-Topsham Land Trust, Inc., a Maine nonprofit corporation ("Seller"); and the law firm of Stoddard L. Smith, P.A., having a principal place of business in Brunswick, Maine ("Escrow Agent").

WHEREAS, on the date hereof, Seller has sold real estate located on Maurice Drive, Brunswick, Maine (the "Premises") to Buyer; and

WHEREAS, the Agreement for the Purchase and Sale of Real Estate dated November 20, 2008 between the parties (the "Purchase and Sale Agreement") requires that Buyer deposits Seventeen Thousand, Five Hundred Dollars (\$17,500.00) into an escrow account at closing (or issues a stand-by letter of credit) to be held by Escrow Agent, which amounts or credit shall be used to secure post closing obligations of Buyer as set forth in the Purchase and Sale Agreement and this Agreement (the "Obligation").

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

1. Escrow Deposit/Letter of Credit. Seller hereby deposits with the Escrow Agent or establishes a letter of credit in the amount Seventeen Thousand, Five Hundred Dollars (\$17,500.00), to be held in by the Escrow Agent (the "Escrow Account"). Escrow Agent shall establish an interest bearing escrow account for deposits with him. All references to "escrow funds" or "escrow amounts" shall refer to amounts held by Escrow Agent or funds to be drawn on by Escrow Agent under the letter of credit

2. Disbursement of Escrow Funds. The funds/ in the Escrow Account shall be held by Escrow Agent unless and until there is a default of the Post-Closing Obligations (defined in paragraph 3), in which case Seller may seek payment of the escrow amount (or a portion thereof) by providing written notice to the Escrow Agent of the alleged default. If Buyer agrees in writing that such a default exists, the amount by which Buyer is in default shall be paid from the Escrow Account to Seller. If Buyer disputes the alleged default exists or disputes the amount to be paid and the parties are otherwise unable to come to agreement, the matter shall be addressed pursuant to Section 8 below and no disbursement shall be made from the Escrow Account until the matter is resolved.

All amounts remaining in the Escrow Account after the Obligations has been satisfied, including any accrued interest, shall be paid to Buyer. Escrow Agent shall distribute all remaining Escrow Amounts by December 30, 2010 at the latest unless there is still an ongoing dispute with respect to an alleged default on the part of the Buyer to fulfill the Obligations.

3. Post-Closing Obligations. Buyer agrees to complete the following Obligations upon the completion of Buyer's development of the Premises, but no later than December 1, 2010:

a. Construction of a parking lot on the Premises in accordance with the Purchase and Sale Agreement and the Deed transferring the Premises to Buyer; and

b. The landscaping and planting of vegetation buffer along the southern and western boundaries in accordance with a landscaping plan agreed to by Seller.

4. Termination of Escrow Account. This Escrow Agreement shall terminate on the date on which all amounts in the Escrow Account have been disbursed.

5. Escrow Agent's Duties. The Escrow Agent is to be considered and regarded as a depository only, and its duties hereunder shall be limited to the safekeeping and investment of

the deposited funds in Escrow and the disbursement of such funds in accordance with the terms of this Agreement.

6. Limitation of Liability of the Escrow Agent. The funds deposited with the Escrow Agent hereunder shall be held by the Escrow Agent as a bailee within the meaning of the Uniform Commercial Code as in effect in the State of Maine. The Escrow Agent's sole responsibility shall be to act or to forbear from acting in accordance with the terms of this Agreement. No party expects the Escrow Agent to exercise any independent discretion in discharging its duties hereunder, but rather contemplate that it will act only upon receipt of and to the extent set forth in instructions from time to time delivered by Seller and Buyer. Under no circumstances shall the Escrow Agent be liable to any party for any act of omission or commission unless undertaken in bad faith by the Escrow Agent.

7. Lack of Conflict of Interest of the Escrow Agent. The Escrow Agent also acts as legal counsel for Seller in connection with the transaction with Buyer. In accepting the services of the Escrow Agent, Seller agrees (i) that the Escrow Agent assumes no duty to Buyer other than as expressly set forth herein; (ii) that the duties so assumed by the Escrow Agent to Buyer do not create a conflict of interest for the Escrow Agent as Seller's legal counsel; and (iii) that the Escrow Agent shall in no way be limited in its representation of Seller in connection with the matters arising hereunder, including without limitation, in the event a dispute arises among Seller and Buyers with respect to payment of the Escrow Account; provided, however, that in the event such a dispute arises, the Escrow Agent shall turn over custody and control of the Escrow Account to a Successor Escrow Agent named by joint written designation of the parties hereto.

8. Dispute Resolution. The parties agree to mediate in good faith to resolve any dispute under this Agreement. If mediation does not resolve the dispute, it shall be resolved by binding arbitration. Such arbitration shall be conducted in Portland, Maine pursuant to the rules

of the American Arbitration Association for resolution of commercial disputes, or such other procedures as may be mutually agreeable to the parties. Any determination made therein shall be final and binding on each of the parties and their personal representatives, heirs, successors and assigns; and judgment therein may be entered by any court of competent jurisdiction. The parties agree that if a determination is made that Buyer is in default of its Post-Closing Obligations, Buyer shall be awarded all cost of arbitration including Seller's reasonable attorney's fees.

Notwithstanding the foregoing reference to the rules of the American Arbitration Association, arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "Arbitration Notice") by one party upon the others. Arbitration proceedings shall be conducted by a single arbitrator to be agreed upon by the parties; provided that, if the parties are unable to agree upon a single arbitrator within ten (10) days from the date of the Arbitration Notice, each party shall select an arbitrator and the two so named shall name a third arbitrator. Such arbitrators need not be located in the city where the arbitration is to be conducted. The arbitration proceedings shall then be heard by all three arbitrators and the decision of a majority of the panel so selected shall be the decision of the panel.

9. Resignation of the Escrow Agent. The Escrow Agent may resign at any time by written notice to all of the parties hereto whereupon and after delivery of the funds held hereunder to the Successor Escrow Agent named by joint written designation of the parties hereto, the Escrow Agent shall be absolved from any and all liabilities in connection with the exercise of its powers and discharge of its duties hereunder.

10. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, heirs and assigns. This Agreement has been

delivered in the State of Maine and shall be construed in all respects in accordance with, and governed by the laws of the State of Maine. This Agreement shall not be altered or amended except by an agreement in writing, signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

WITNESS:

BUYER:
Rousseau Management, Inc.

By: _____
Its President

SELLER:
Brunswick-Topsham Land Trust, Inc.

By: _____
Its President

Stoddard L. Smith, P.A.

By: _____
Its President