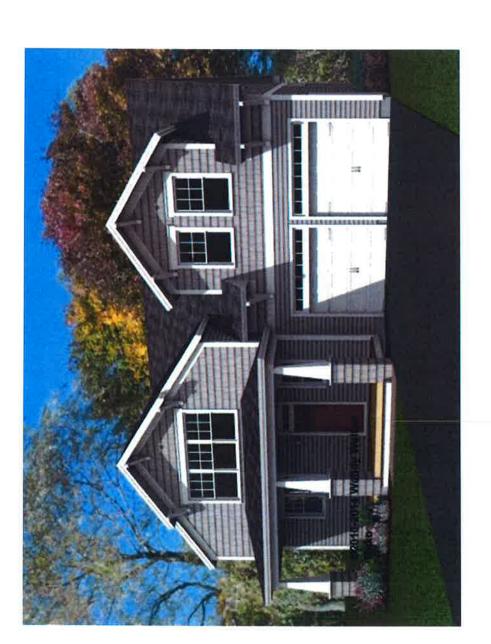
### EXHIBIT C

**PLANS** 



### Mako, Family Style

076.003





603-431-9559 Some items shown are optional and/

specifications always govern.

or may vary. Builder's written

Gas fireplace and it's surround or

2. Kitchen - island, cabinet style & trim, countertop material, etc. mantel

3. Door styles and trim

4. Window grilles and trim, window treatments

5. Stair balusters or low walls at stairs

siding, roofing, paint colors, etc.) 6. Lighting 7. Material selections (flooring,

9. Landscaping, paving and 8. Other furnishings

walkways

10. Gutters, shutters and other exterior trim components

11. Deck size, railing style, stair location, etc.

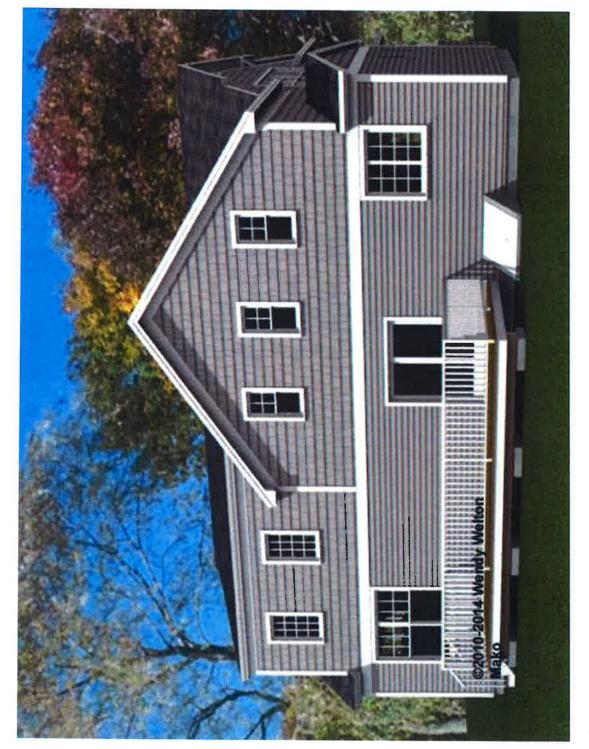
12. Amount of exposed basement and/or wood framed walls at basement.

around the house on the exterior and These images are not of any specific building site. Sun and view through windows will vary, as will the site the slope of the land.

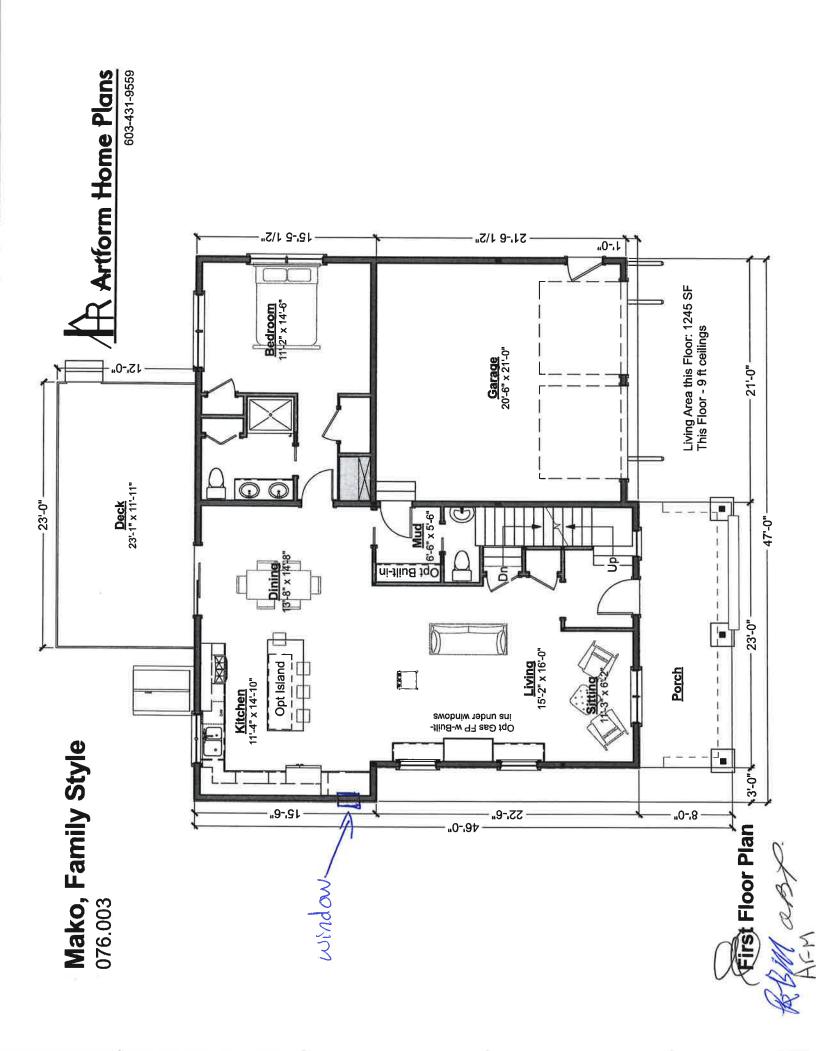


# Artform Home Plans 603-431-9559





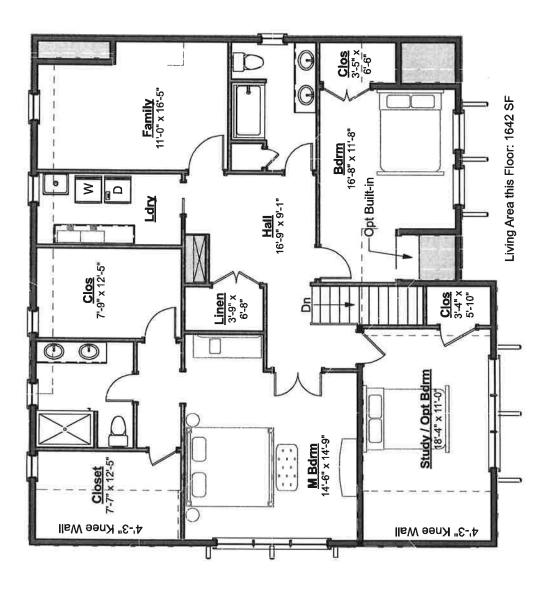




### Mako, Family Style

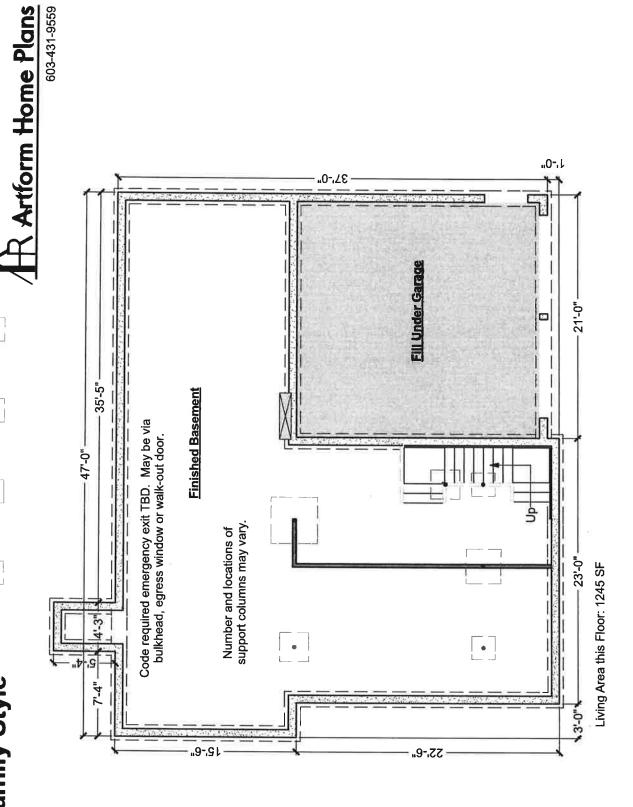
076.003





Second Floor Plan - Option 2

603-431-9559

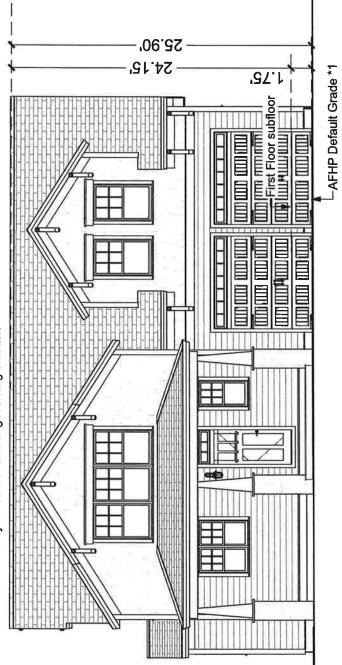


**Foundation Plan** 



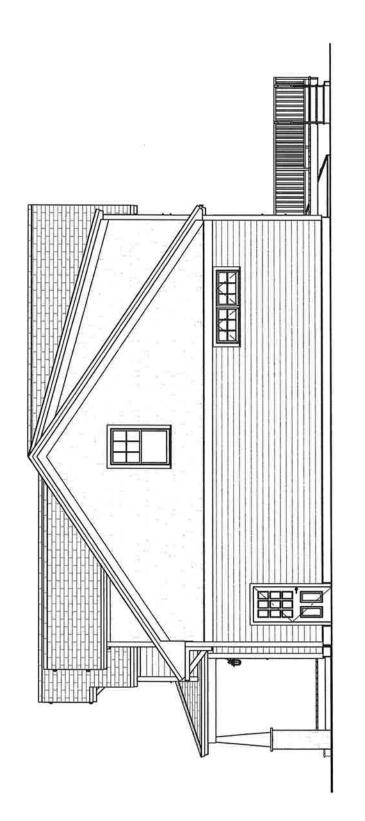
AFHP Default Grade \*1 is 1'-9" below first floor subfloor for consistency in how we list height on the web site. The distance to grade is often more. Talk to your

\*3 Height for zoning may be measured from the grade at the front, the lowest grade or an average. Talk to your builder and/or governing officials.



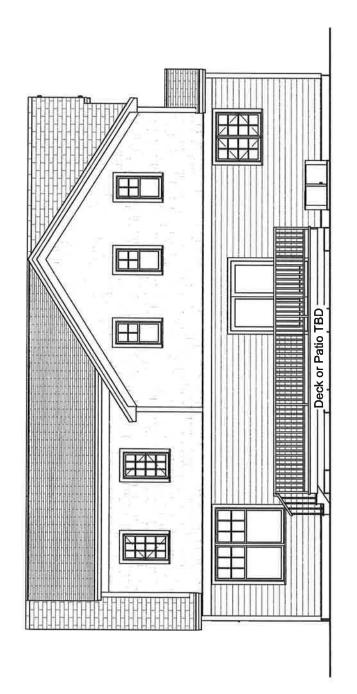
Front Elevation





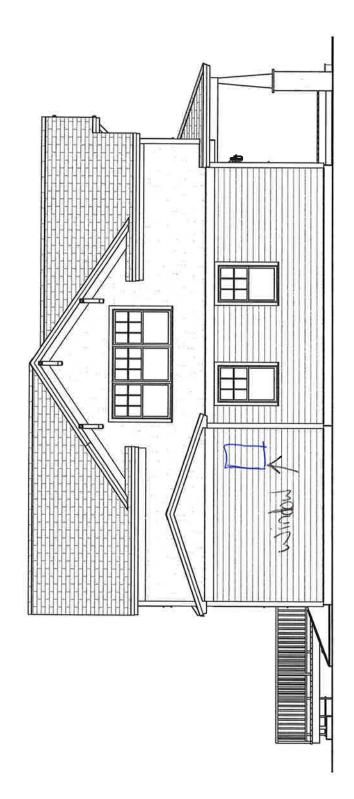
Right Elevation







Artform Home Plans



Left Elevation

REW ABY

REM REA

### **EXHIBIT D**

### VERSACON, LLC. HOMEOWNER'S LIMITED WARRANTY

Your home is warranted for a period of one (1) year. This warranty is for the benefit of the new Homeowner. It has been constructed in accordance with all applicable state and local building codes, rules and regulations, and is warranted for materials and workmanship. There are exclusions for various items. This Warranty differentiates the exclusions, defining the areas of responsibility for both the Builder and the new Homeowner.

Notice of breach of any claimed warranty work must be given in writing to Versacon, LCC (the "Builder") by REGISTERED or CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, stamped as mailed by the Post Office no later than one (1) year from the date of delivery of the Deed.

This warranty is designed to ensure the correction of most usual maintenance items that may arise during the period covered by this warranty as indicated below. These periods commence with the date of delivery of the deed to you. To be honored, requests for service must be in writing and postmarked within the time period set forth above.

The following work and/or materials are warranted for a period of one (1) year as noted above, except as specifically limited herein:

- 1. The operation of the plumbing and disposal systems is warranted for a period of one (1) year except if in the course of correcting a stoppage if any foreign objects are found within the system, the Homeowner will pay the entire cost of correction. Dripping faucets and/or loose fixtures occurring within ninety (90) days will be repaired by the Builder. The Homeowner must insure that exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets shall not be the responsibility of the Builder.
- 2. The heating system in your home is warranted to heat the home to a temperature of seventy (70) degrees at the thermostat, at zero (0) degrees outside with a wind of 15 mph. Free heating adjustments will be made for one (1) year. The Homeowner should clean or change filters monthly during the heating season. Furnace pilots should be cleaned and flues inspected yearly during the summer months. Furnace pilots should be left on during summer to insure dry furnace and basement.
- 3. The cooling system (if installed by Builder) in your home is warranted



- to cool the home to a temperature of seventy (70) degrees at the thermostat when the outside temperature is ninety-five (95) degrees Fahrenheit.
- 4. The basement shall be free from seepage of water from outside, provided that BUYER does not alter the grade, and that said seepage exceeds one pint of water during normal rainstorm. Not covered by this warranty is seepage due to unusual flooding, from rains greater than 2 inches in 24 hours, nor from normal settlement around the foundation, or from condensation due to excessive humidity. It is the Homeowner's responsibility to maintain positive drainage away from the building at all times.
- 5. We warrant against leaking roofs by reason of defects in materials or workmanship. Damage, if any, caused by windblown rain or snow through roof, gable or soffit vents or louvers into attic space is excepted from the provisions of this warranty. We expressly do not guarantee against leaks caused by reason of ice back-up.
- 6. Mechanical equipment is covered by Manufacturer's Warranties, in some cases, parts are covered and labor is not. Be sure to check each individual Manufacturer's warranty. All kitchen and bathroom equipment and countertops are assumed to be accepted by the Homeowner unless defects are brought to the Builder's attention in writing prior to conveyance. All equipment must be maintained by the Homeowner to to Manufacturer's instructions. We hereby pass through and assign directly to you any and all Manufacturer's Warranties on all appliances and equipment supplied by us in the dwelling. As part of the pass through of these or any other Manufacturer's Warranties on equipment or appliances included in the purchase of this welling, such warranties may include specific procedures which must be followed to make the warranty effective. The procedure may require notification or registration by you to the manufacturer, or a warranty card according to any manufacturer's requirement shall not create any liability on us for any expressed or implied warranty on such equipment or appliances. The forwarding of such material to any manufacturer is the Homeowner's sole responsibility.
- 7. The Builder has loamed and seeded disturbed areas within twenty-five (25) feet of the dwelling, Where such restrictions apply, the area of clearing may be less than twenty-five (25) feet from the dwelling. All other disturbed areas have been graded. Quality seed has been used. The responsibility for germination of seed and successfully growth of grass remain with the Homeowner. Lawns must be watered carefully to receive the equivalent of one (1") inch of rainfall per week, fertilized in April and August and bare spots reseeded. Occasionally rocks will appear after rain or in the spring. Rocks should be removed by the Homeowner. It is the responsibility of the Homeowner to fill washed-out or settling areas. The

lawn must be watered by the Homeowner to ensure germination. Consult a garden shop for instructions in lawn maintenance, liming and fertilizing. Any plantings installed by the Builder are warranted for one (1) growing season, provided they are properly watered and maintained.

- 8. Asphalt driveways and walks are warranted for one (1) year against disintegration. In hot weather, heavy vehicles should not be permitted on driveways. Damage caused by vehicles is not warranted. High heeled shoes and gasoline and/or oil spillage will make holes in asphalt, and such holes are not covered by this warranty. Minor frost heaves and depressions are natural occurrences and are not covered by the Warranty nor the markings and stones that flake out, since these are normal characteristics of asphalt.
- 9. Ceramic and resilient tiles occasionally contain imperfections which do Not require service. The occurrence of scratches or cracked tile are not covered by this warranty unless brought to the attention of the Builder prior to conveyance. It is the Homeowner's responsibility to replace loose or cracked tile, and grout properly, to prevent penetration of moisture into floors and walls.
- 10. Laminated counter tops are covered against delamination. Bubbling and scorching caused by hot objects is not covered nor is excessive moisture.
- 11. No interior paint nicks, dents, scratches, or other imperfections are covered unless the Builder is notified in writing of such defects prior to conveyance. However, any touch-up work may cause a variance in color and the Builder is not responsible for said color variance.
- 12. Clapboard and shingles are covered against splitting for one year, however, it is not always possible to match paint and any variance in color subsequently applied is unavoidable. As this splitting condition is not evidence of structural failure, replacement is not always advised. Hairline cracks are not covered by this policy.
- 13. Protruding drywall screws are covered for one (1) year, hairline cracks and seams are not covered by this policy as they do not represent structural failure. However, any cracks in drywall or plaster caused by structural failure is covered for one (1) year. Repairs of plaster or gypsum wall board may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface.
- 14. Hardwood flooring, if any, which swells or buckles is covered for one hundred twenty (120) days. Shrinkage, swelling and separation of floor boards is normal and not covered. Color and grain variations are natural

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characteristics of fine wood and provide individuality to each product. Exact matching of each product is almost an impossibility. Just as each tree is different, each piece of wood is different. For this reason, we cannot guarantee uniformity of graining or coloration.

Items of construction not requiring service and not covered by this policy:

- a. shrinkage and separation of floor boards;
- b. checks and twisting of studs, joints and beams;
- c. crazing (hairline checking) in interior or exposed beams. Plaster surfaces, exterior plywood, and exterior siding;
- d. normal fading and bleeding of paint;
- e. shrinkage of joint openings of door and window casings, moldings and other wood materials;
- f. normal occasional dents associated with installation of wood work.

This warranty does not apply to damage incurred by tornadoes, lightning, hail stones, or other so-called casualty occurrences or acts of nature, nor does it apply to reasonable wear and tear of the Premises and is limited to the Buyers herein, and provided that the property is maintained as a private single family residence. It does not apply to damage caused by or attributable to the BUYER's improper use or maintenance of the Premises.

In consideration of the execution of this Agreement, BUYER and Builder hereby covenant, stipulate and agree with each other that in the event of any dispute or claim arising out of the terms and conditions of the within Agreement and, more particularly, with respect to the interpretation of same, that as such disputes or claims will be submitted to informal binding arbitration and the decision shall be binding to all parties hereto. This clause shall survive the conveyance. The method of such arbitration shall be structured as follows:

Each party (meaning BUILDER and BUYER) shall name an Arbitrator within thirty (30) days of either party's written request and two named Arbitrators shall name a third Arbitrator. The three (3) so chosen shall comprise the Arbitration Panel. The party seeking arbitration shall bear the cost of Arbitration.

This provision shall survive the delivery of the deed. This warranty is non-transferable.

[signature page to follow]



BUILDER	BUYERS
VERSACON, LLC	
By:Fred Schultz, Manager	Richard Bradford McIntire
	Amy McIntire
	arlexes tedulaly

Arlene Padulsky



### RIDER TO PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT LOT 7, 14 ATLANTIC CROSSING, SWAMPSCOTT, MA

### 1. COMPLIANCE WITH REQUIREMENTS

Without limiting any other provisions of this Agreement, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;
- (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises;
- (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under paragraph four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;
- (d) The Premises abut and have vehicular and pedestrian access to a private way, which has access to Humphrey;
- (e) BUYER's survey or mortgage plot plan indicates that no structure or improvements situated upon the Premises violates said zoning ordinances or by-laws or provisions of M.G.L. chapter 40A, unless such structures or improvements are validly nonconforming in accordance with said ordinances, by-laws and general laws;
- (f) If the Premises is subject to the benefit and obligations of a homeowner's association, the SELLER shall deliver to BUYER prior to Closing in recordable form, a certification from the association that all outstanding fees, charges and other monetary obligations have been paid in full. If there is of record a covenant which grants to a third party the right to approve structures on the Premises, the SELLER shall deliver to the BUYER prior to Closing in recordable form, a certification from the benefitted party that all structures have been approved and built in accordance with the covenant. In the alternative, if no such structures have been built within six years prior to Closing, SELLER shall deliver to BUYER such documentation as BUYER's attorney deems reasonably suitable as evidence of the same;
- (g) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use; and
- (h) The Premises is equipped with all necessary utilities, including, without limitation, electric, water, public sewer, gas and oil; and

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

2. SELLER'S REPRESENTATIONS

AGY.

Seller's hereby state as of the date hereof that to the best of their knowledge, without obligation to make independent inquiry:

- (a) No written notice or written communication, not heretofore recited, has been received by Seller (or its agents) from (A) any public authority that (i) the Premises are not zoned for their present or intended use or (ii) there exists with respect to the Premises any condition which violates any municipal, state or federal law, rule or regulation or (iii) there exists any notice of condemnation or threatened condemnation proceedings affecting the Premises;
- (b) Seller has no knowledge of any litigation or proceeding pending, or threatened, against or relating to the Premises that would in any way constitute a lien, claim or obligation of any kind against the premises or which could prevent Seller from performing Seller's obligations under this Agreement;
- (c) There are no current or future assessments for public improvements presently affecting or anticipated to affect the Premises of which Seller has knowledge;
- (d) Except as set forth on Exhibit A, there are no easements, rights of ways or restrictions affecting the premises which the Seller is aware of and are not disclosed or of record at the Essex South Registry of Deeds;
- (e) Omitted.
- (f) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises.
- (g) Seller is able to satisfy from the proceeds of sale all monetary encumbrances affecting Seller's title which are known to Seller without any further approval of a third party.
- (h) Agreements Affecting Property. To the best of Seller's knowledge and belief, there are no agreements or contracts affecting any of the property or any use of the property that would not be terminable by will by Buyers without penalty from and after closing;
- (i) Governmental violations. There is, to the best of Sellers' knowledge and belief, no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the property (or any portion thereof) in, of or by any court or governmental authority having jurisdiction over the property.
- (j) there is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement. In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto;
- (k) there are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Premises and the SELLER has not removed such tanks or apparatus from the Premises and has no knowledge of any releases into the soil from any such tanks or apparatus;

### 3. CHANGE OF PLACE AND/OR TIME OF CLOSING

The parties agree and understand that in the event the closing is held at a the Registry of Deeds or a place other than a Registry of Deeds, the Seller's proceeds will be held in escrow by Seller's attorney or broker until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds and the keys shall be held by Buyer's Attorney or broker until such time as the Deed and other closing documents are in fact placed on record at the Registry of Deeds.



### 4. ORDER OF CONDITIONS

If the premises are affected by an Order of Conditions issued by the Conservation Commission for the Town/City in which the Premises are situated Seller shall provide Buyer or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.

### 5. FIRE OR CASUALTY

Notwithstanding anything hereinbefore in this agreement to be the contrary, in the event that the Premises are substantially damaged by smoke, fire or other casualty, including water damage resulting therefrom, prior to the time of Closing such that the same cannot be restored to the condition herein bargained for, to the satisfaction of Buyer, by the date of Closing, the Buyer shall have the option, exercisable by notice to Seller given within five (5) days after notice to Buyer of such fire, other casualty or damage and Buyers' opportunity to inspect same, to terminate this Agreement, whereupon any payments made by Buyers hereunder shall be refunded, together with all interest accrued thereon, and thereupon all obligations of all parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto.

### 6. EXTENSIONS OF PERFORMANCE DUE TO DATES

In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

### 7. MORTGAGE FINANCING

Buyer's obligations under the provisions of Paragraph 26 shall not require the Buyer to apply to more than one lender. The mortgage commitment described in said Paragraph 26 shall be a firm written commitment without conditions beyond Buyer's control.

8. The buyer hereby acknowledges that they have been informed that the buyer's attorney, Pavlos A Gakis or the law firm he is affiliated with, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the buyer in this agreement or transaction, and that the buyer has no objection to and consent to this dual representation.

### 9. TITLE

Seller shall execute the deed personally, it being agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under the title provisions of this Agreement.

10. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission), then such party agrees to make such payment as may be necessary to correct the error or omission, so long as said party is so notified within 90 days of closing. This paragraph shall survive the delivery of the deed.

### 11. ACCESS

The Buyer shall have access to the premises, on not more than 3 occasions, at reasonable times and upon reasonable notice and with Seller's assent, but only in the presence of Seller or Seller's agent for inspections, arranging financing, measurements and other reasonable purposes, including without implied limitation, the right to inspect the premises just prior to the closing.

### 12. DOCUMENTS TO BE SIGNED AT CLOSING

The Seller agrees to execute at the time for performance such certifications and documents as may customarily and reasonably be required by the Buyer's attorney or any title insurance company

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insuring the Buyer's title to the Premises, including, without limitation, certification and documents relating to (a) a settlement statement and other financial affidavits and agreements as may reasonably be required by the Buyer's attorney; (b) a non-foreign certification under § 1445 of the Internal Revenue Code (to the extent applicable, the Seller hereby representing that neither Seller is a 'foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended) (the "Act"). Each Seller acknowledges that if each Seller fails to deliver a completed non-foreign certificate, then the Buyer shall be authorized to withhold from the closing proceeds an amount equal to ten (10%) percent of the gross amount of the sales price and remit same to the Internal Revenue Service, as required by the Act. The Seller does hereby forever release and discharge Buyer from all liability resulting from, or arising out of, Buyer's good faith compliance with the requirements of the Act; (c) a statement required for issuance of a 1099S tax reporting form or such other information required to permit the closing agent to report the transaction to the Internal Revenue Service; (d) if required by any title insurance company, a parties in possession and mechanic's lien affidavit; and (e) a statement regarding the absence or presence of urea formaldehyde foam insulation ("UFFI"), and Seller's satisfaction of requirements concerning UFFI imposed upon residential Sellers by statute and applicable regulations.

- 13. Paragraph 19 shall be amended to add "All risk of loss is to remain with the Seller until the Deed is recorded".
  - 1. This Purchase transaction is specifically conditioned upon the Buyers selling their home located at 17 Crossman Avenue, Swampscott, MA, provided Buyer has complied with the following obligations. (i) Buyer shall provide any information requested by Seller regarding the sale, including any offers received on the sale of their residence, and upon execution of an offer or purchase and sale agreement shall provide a copy of such offer or purchase and sale agreement within 5 days of execution (ii) Buyer shall provide Seller written notice of the satisfaction (or non-satisfaction) of any financing contingency under such agreement; (iii) Buyer has provided evidence reasonably satisfactory to Seller of Buyer's ability to pay the cash portion of the purchase price for any amounts required beyond the proceeds from the sale of their house. If Buyer does not comply with the foregoing obligations or if Buyer does not have a binding purchase and sale agreement for the sale of their house by 60 days before the Closing Date, or if there is still a financing contingency open under Buyer's purchase and sale agreement 30 days before the Closing Date, Seller may elect to terminate this agreement by written notice to Buyer and all deposits shall forthwith be returned to the Buyer and this transaction shall be null and void with no further recourse of either party. If the Buyer's property at 17 Crossman Avenue, Swampscott, MA does not close prior to the Closing Date and Buyer has used best efforts to close the sale and complied with its obligations hereunder, then the Buyer may give notice to the Seller and all deposits shall forthwith be returned to the Buyer and this transaction shall be null and void with no further recourse of either party. In accordance with section 26 any deposits for extras shall be nonrefundable.

NOTICE: The parties do hereby acknowledge that this Agreement is a legally binding contract. The parties also acknowledge that Buyer has made a deposit with the Escrow Agent in compliance with this Agreement.

Signed under seal on this of D	December,	2014.
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Richel buthel MSmy	l <sub>e</sub>	
Buyer Richard Bradford McIntire	Date Seller Atlantic Crossing, I	LLC
Date		
Buyer Amy McIntire Date	Seller Dai	te
Buyer Arlene Padulsky 19-8-Days	Seller Dar	_

