

**LAND INSTALLMENT CONTRACT**  
**By and Between**  
**Pachamama Sanctuary and Wingrove Scott Holdings, LLC**

**THIS CONTRACT IS NOT A MORTGAGE. THE PURCHASER DOES NOT OBTAIN  
TITLE TO THE PROERPTY UNTIL THE PURCHASER FULFILLS ALL PAYMENT  
OBLIGATIONS UNDER THIS CONTRACT.**

THIS LAND INSTALLMENT CONTRACT (the "Contract") is made and entered into this 25<sup>th</sup> day of July, 2025 (the "Contract Date"), by and between **Wingrove Scott Holdings, LLC**, a Maine Limited Liability Company, with a mailing address of 1608 Eaglewood Court, Pittsburgh, PA 15237 (the "Vendor"), and **Pachamama Sanctuary**, a New Hampshire Non-profit Corporation, with a mailing address of 50 Rabbit Run Lane, Casco, ME 04015 (the "Purchaser").

WHEREAS, Vendor is the owner of certain real property located in the Town of Casco, County of Cumberland, and State of Maine, commonly known as 50 Rabbit Run Lane, Casco, Maine 04015, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Vendor desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Vendor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Price and Payment.** The purchase price for the Property shall be Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) plus Eight Thousand and 00/100 Dollars (\$8,000.00) for Vendor's costs, totaling Nine Hundred Eight Thousand and 00/100 Dollars (\$908,000.00) (the "Purchase Price"), due and payable as follows:

A. The Purchaser shall pay the Purchase Price to the Vendor in consecutive monthly installments of Four Thousand Nine Hundred and 00/100 (\$4,900.00) per month (which includes the principal and interest) for fifty-nine months, beginning on August 1, 2025, and on or before the first day of each and every month thereafter until the full amount of the Purchase Price and unpaid interest is paid in full, or until August 1, 2030, at which time the entire remaining balance of the Purchase Price and unpaid interest shall become due and payable.

B. Interest at the rate of 6.29% per annum is payable on the remaining unpaid principal balance of Purchase Price until the principal and unpaid interest are paid in full.

C. Each such installment, when received by Vendor, shall be credited first to the payment of the interest on the remaining unpaid balance of such Purchase Price due to date of receipt of such installment, then to the reduction of the unpaid principal balance of such Purchase Price.

2. **Prepayment.** The Purchaser shall have the right to prepay, without penalty, the whole or any part of the remaining unpaid balance of the Purchase Price at any time before the due date.

3. **Late Payment Charges.** If Purchaser shall fail to pay, within ten (10) days after the due date, any installment due hereunder, the Purchaser shall be required to pay an additional charge of five percent (5%) of the late installment. Such charge shall be paid to the Vendor at the time of payment of the past due installment.

4. **Conveyance or Mortgage by Vendor.** If the Vendor's interest is now or hereafter encumbered by mortgage, the Vendor covenants that the Vendor will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Vendor shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this Contract to apply on the payments due or to become due hereon.

The Vendor reserves the right to convey its interest in the above-described Property and such conveyance hereof shall not be a cause for rescission, but such conveyance shall be subject to the terms of this Contract.

The Vendor may, during the lifetime of this Contract, place a mortgage on the Property above described, which shall be a lien on the Property, superior to the rights of the Purchaser herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the Contract, and provided further that no such mortgage will exclude or prohibit the activities of Purchaser.

5. **Possession.** Commencing on the Contract Date, the Purchaser shall be entitled to possession of the Property and all improvements thereon and shall continue in the peaceful enjoyment of the Property so long as the Purchaser is not in default in the performance of this Contract. Such peaceful enjoyment shall include, by way of example and not by way of limitation, the hosting of retreats, festivals and other gatherings and all other related activities. The Purchaser agrees to keep the Property in a good state of repair and in the event of termination of this Contract, the Purchaser agrees to return the Property to the Vendor in substantially the same condition as it now exists, ordinary wear and tear excepted.

6. **Inspection Rights of the Vendor.** The Vendor has the right to inspect the Property at reasonable times coordinated with Purchaser following proper notice not being less than twenty-four (24) hours either written or verbal. Vendor acknowledges that Purchaser hosts retreats and other gatherings at the Property and that inspections shall not occur during such events.

7. **Maintenance, Repairs and Improvements.** The Purchaser shall, at the Purchaser's sole cost and expense, keep and maintain the Property and improvements thereon in good condition and repair, and shall make all necessary repairs and replacements, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen. The Purchaser shall not commit waste, remove, or demolish any improvements thereon, or otherwise diminish the value of the Property or the improvements, without the prior written consent of the Vendor. Purchaser

may make improvements to the Property, at Purchaser's expense, including by way of example and not by way of limitation, the installation of an upgraded septic system, improved parking and access, and construction of accessory buildings, provided however that such improvements shall be properly permitted and be in compliance with all applicable state and local ordinances, codes and regulations.

8. **Alterations to the Main House on the Property.** The Purchaser will not make any structural changes to the main house on the Property without first obtaining written approval from the Vendor, which approval shall not be unreasonably withheld. Vendor hereby consents to Purchaser's making alterations required by any state or local health inspector, fire marshal, code officer or similar authority in order for the Property and Purchaser's use of the Property to be in compliance with applicable laws, ordinances and regulations. Purchaser will notify Vendor, in advance, of any such required alterations.

9. **Mechanic's Liens.** If written approval is given to construct or improve the Property, the Purchaser shall indemnify and hold the Vendor and the property of the Vendor, including Vendor's interest in said Property, free and clear from liability for any and all mechanic's liens or other expenses or damages resulting from any renovations, alternations, buildings, repairs, or other work placed on said Property by the Purchaser.

10. **Condition of the Property.** The Purchaser agrees that the Vendor has not made, nor makes any representations or warranties as to the condition of the Property, the condition of the buildings, appurtenances, and fixtures located thereon, and/or the location of the boundaries. The Purchaser agrees that it has made an inspection of said Property, and the buildings, appurtenances, and fixtures located thereon, and accepts the Property in its "AS-IS and PRESENT CONDITION" without warranty of any kind.

11. **No Representations.** The Purchaser agrees with, and represents to the Vendor that said Property has been inspected by the Purchaser, and that the Purchaser has been assured by means independently of the Vendor or of any agent of the Vendor of the truth of all facts material to this Contract, and that said Property, as it is described in this Contract, is and has been purchased by the Purchaser as a result of such inspection or investigation and not by or through any representation made by the Vendor, or by an agent of the Vendor. The Purchaser hereby expressly waives any and all claims for damages or for rescission or cancellation of this Contract because of any representations made by the Vendor, or by an agent of the Vendor, other than such representations as may be contained in this Contract. The Purchaser further agrees that the Vendor and any and all agents of the Vendor shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this Contract; that no agent or employee of the Vendor is or has been authorized by the Vendor to make any representations with respect to said Property; and that if any such representations have been made they are wholly unauthorized and not binding by the Vendor.

12. **Taxes and Assessments.** From the Contract Date, the Purchaser shall be solely responsible for the timely payment of all real estate taxes, assessments, and other charges levied or assessed against the Property before any penalty for non-payment attaches thereto.

13. **Utilities.** The Purchaser shall pay the cost of all utilities in connection with the Property that may become due or payable on or after the Contract Date. The Purchaser shall at no time have any utility service disconnected without prior written authorization from the Vendor.

14. **Insurance.** The Purchaser shall, at the Purchaser's sole cost and expense, maintain in full force and effect the following insurance coverage with insurers reasonably acceptable to Vendor: (a) comprehensive public liability insurance, including bodily injury and property damage, with minimum limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, naming the Vendor as an additional insured; and (b) property damage insurance, covering loss or damage to any improvements on the Property and any personal property located thereon, in an amount not less than the full insurable replacement value thereof, with such policy also naming Vendor as an additional insured and as a loss payee and/or as its interests may appear. All such insurance policies shall provide for thirty (30) days prior written notice to Vendor of cancellation or nonrenewal. Purchaser shall deliver to Vendor certificates of insurance evidencing such coverage within ten (10) days of the Contract Date and annually thereafter upon renewal.

15. **Default and Remedies.** Payment of all monies becoming due hereunder by the Purchaser and the performance of all covenants and conditions of this Contract to be kept and performed by the Purchaser are conditions precedent to the performance by the Vendor of the covenants and conditions of this Contract to be kept and performed by the Vendor. In the event, the Purchaser shall fail for a period of fourteen (14) days after they become due to pay any of the sums in this Contract agreed to be paid by the Purchaser, either as installments or on account of interest, taxes, assessments, or to procure insurance, or should the Purchaser fail to comply with any of the covenants or conditions of this Contract on its part to be performed, or if a receiver is appointed for the Purchaser (the Purchaser is prohibited from assigning said interest in the Property for benefit of creditors due to bankruptcy or otherwise) or should any action or proceeding be filed in any court to enforce any lien on or claim against the Property seeking to reach the interest of the Purchaser, then, following written notice of default from Vendor to Purchaser and the expiration of a 14 day cure period that commences on the date of receipt of the notice of default, if Purchaser has not cured the noticed default:

A. The Vendor shall be released from all obligations in law or equity to convey said Property to the Purchaser.

B. The Purchaser agrees to forfeit all rights to said Property, improvements made to the Property, fixtures added to the Property, including but not limited to lighting, carpet, ceiling fans, etc., any monies paid either through down payment or monthly payments and rights to the possession commencing on the 31<sup>st</sup> day of default.

C. The Vendor shall have a right to retake possession of said Property after the 31<sup>st</sup> day of default.

D. In lieu of the foregoing, Vendor, at its option, may declare by notice to the Purchaser, the entire unpaid balance of the purchase price specified in this Contract to be due and payable, and may bring appropriate action, in law or in equity, proceed to enforce payment thereof.

E. Any rights, powers, or remedies, special, optional or otherwise, given or reserved to the Vendor by this paragraph shall not be construed to deprive the Vendor of any rights, powers, or remedies otherwise given by law or equity. The Vendor shall have all legal or equitable remedies available under Maine law, including the right to declare the entire unpaid balance of the Purchase Price immediately due and payable, and the right to pursue foreclosure of the Purchaser's interest in the Property.

F. Any and all reasonable legal fees incurred resulting from a noticed default of this Contract by the Purchaser shall be due and payable from the Purchaser.

G.

16. **Purchaser's Right to Cure.** Following notice of default, Purchaser may cure the default within the timeframe established herein or, prior to Vendor's right of possession, may give notice of its intent to pay the full remaining balance of the principal, interest, and late fees, along with all other payments required by this Contract, and upon giving such notice, Purchaser shall have sixty (60) days to pay the remaining principal, interest, late fees, and all other payment required under this Contract in full.

17. **Indemnification.** The Purchaser shall defend, indemnify and hold harmless the Vendor and the Vendor's managers, officers, directors, beneficiaries, shareholders, members, partners, agents, and employees from and against any and all negligence, claims, liabilities, damages, costs, or expenses (including attorneys' fees) arising either before or after the Contract Date which arise from or are caused by the Purchaser's use or occupancy of the Property, or from the conduct of the Purchaser's business, or from any activity, work, or thing done, permitted or suffered by the Purchaser or Purchaser's agents, employees, vendors, contractors, invitees or licensees in or about the Property, or from any default in the performance of any obligation on the Purchaser's part to be performed under this Contract, or from any act, omission or negligence on the part of the Purchaser or the Purchaser's agents, employees, vendors, contractors, invitees or licensees.

18. **Observance of Laws.** The Purchaser will observe and obey all applicable federal, state, and local statutes and laws, including all applicable rules, orders, or regulations of any official commission, board, or agency thereof. The Purchaser will obey all ordinances of such city or town in which the Property is located in respect to the use and occupation of the Property, and will not do or suffer to be done anything that may constitute a nuisance. Notwithstanding the above, Vendor acknowledges that Purchaser is pursuing certain entitlements from the Town of Casco such as a home occupation permit and a change of use of the Property from a residential use to a church use. Vendor hereby consents to Purchaser's seeking these permitting and zoning changes and, for so long as Purchaser, in good faith, is pursuing these permitting and zoning changes with the Town of Casco, Purchaser shall be deemed in compliance with this Paragraph 17.

19. **Statement of Encumbrances.** Said Property is subject to any and all encumbrances, public orders or notices, or other matters of public record affecting the Property, including: (a) Mortgage from Suzanne A. Meunier and Dennis J. Mirabito to LeaderOne Financial Corporation in the amount of \$726,200.00, dated July 31, 2023, and recorded in the Cumberland

County Registry of Deeds in Book 40279, Page 305, as assigned to Mortgage Electronic Registration Systems, Inc. by an Assignment of Mortgage dated July 31, 2023, and recorded in the Cumberland County Registry of Deeds in Book 40363, Page 282, assigned to PennyMac Loan Services, LLC by an Assignment of Mortgage dated January 17, 2025, and recorded in the Cumberland County Registry of Deeds in Book 41241, Page 184, assigned to LeaderOne Financial Corporation by an Assignment of Deed of Trust dated March 6, 2025, and recorded in the Cumberland County Registry of Deeds in Book 41331, Page 59, and assigned to U.S. Bank Trust National Association, as Trustee of the LB-Igloo Series VI Trust, dated June 11, 2025, and recorded in the Cumberland County Registry of Deeds in Book 41534, Page 344; (b) Option to Purchase in favor of Derek Januszewski as set forth in a lease between Dennis Mirabito and Suzanne Meunier, as Landlord, and Derek Januszewski, as Tenant, a Memorandum of which is dated January 12, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40565, Page 235; and (c) Clerk's Certificate in favor of Derek Januszewski and Pachamama Sanctuary against Suzanne Meunier and Dennis Mirabito dated November 7, 2024, and recorded in the Cumberland County Registry of Deeds in Book 41110, Page 31.

20. **Conveyance on Full Performance.** When the Purchase Price and all other amounts to be paid by the Purchaser pursuant to this Contract are fully paid as provided in this Contract, the Vendor covenants and agrees to convey to the Purchaser, by a good and sufficient quitclaim deed with covenant, marketable title to the Property, free and clear of all liens, encumbrances, and other matters, except for easements and restrictions of record and the liens, encumbrances, and other matters disclosed on Exhibit "B" attached hereto and incorporated herein by reference ("Permitted Exceptions"). The Purchaser acknowledges and agrees that the Vendor provided evidence of title by furnishing a copy of a deed, or otherwise, at the time of the executions of this Contract.

21. **Recordation of Contract.** Within twenty (20) days after this Contract has been signed by both the Vendor and the Purchaser, the Vendor shall cause a copy of this Contract or a memorandum of this Contract to be recorded at the Purchaser's expenses in the Registry of Deed for the County of Cumberland.

22. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

23. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Any legal action or proceeding arising out of or relating to this Contract shall be instituted in the state courts of Maine in the County of Cumberland, and the parties hereby consent to the jurisdiction of such courts and waive any objection to venue laid therein.

24. **Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

26. **Amendments.** This Contract may be amended or modified only by an instrument in writing signed by the party against whom enforcement of any such amendment or modification is sought. Any such amendment or modification to this Contract shall be recorded at the Purchaser's expenses in the Registry of Deed for the County of Cumberland within twenty (20) days after such amendment or modification has been signed in accordance with this Paragraph.

27. **Waiver.** No waiver of any provision of this Contract shall be effective unless in writing and signed by the party against whom it is to be enforced. The failure of any party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

28. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. **Time is of the Essence.** Time is of the essence in the performance of this Contract and all duties and obligations hereunder.

30. **Notices.** All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the day after delivery to Federal Express or similar overnight courier; or (c) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested.

Notices shall be addressed as follows:

If to Vendor:

Wingrove Scott Holdings, LLC  
c/o Natalie Wingrove Scott  
1608 Eaglewood Court  
Pittsburgh, PA 15237

If to Purchaser:

Pachamama Sanctuary  
c/o Derek Januszewski  
50 Rabbit Run Lane  
Casco, Maine 04015

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

**IN WITNESS WHEREOF**, the Vendor and Contractor have executed this Land Installment Contract as of the date first written above.

**Vendor:**

**Wingrove Scott Holdings, LLC**

**By:**   
Natalie Wingrove Scott (Jul 24, 2025 12:14:08 EDT)  
**Name: Natalie Wingrove Scott**  
**Title: Manager**

**By signing below, the Purchaser acknowledges receipt of a copy of this Land Installment Contract signed by the Vendor.**

**Purchaser:**

**Pachamama Sanctuary**

**By:**   
Derek Januszewski (Jul 25, 2025 12:32:35 EDT)  
**Name: Derek Januszewski**  
**Title: Authorized President**

**EXHIBIT "A"**  
**Legal Description**

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Casco, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Lot 2 as shown on a Plan of Land of Hebert C. Haynes, containing 42.2 acres, more or less, and recorded September 30, 1988, in the Cumberland County Registry of Deeds in Map File 174, Page 34.

**EXHIBIT "B"**  
**Permitted Exceptions**

**Outstanding Mortgages:**

1) Mortgage from Suzanne A. Meunier and Dennis J. Mirabito to LeaderOne Financial Corporation dated July 31, 2023, and recorded in the Cumberland County Registry of Deeds in Book 40279, Page 305; as assigned to Mortgage Electronic Registration Systems, Inc. by an Assignment of Mortgage dated July 31, 2023, and recorded in the Cumberland County Registry of Deeds in Book 40363, Page 282, assigned to PennyMac Loan Services, LLC by an Assignment of Mortgage dated January 17, 2025, and recorded in the Cumberland County Registry of Deeds in Book 41241, Page 184, and assigned to LeaderOne Financial Corporation by an Assignment of Deed of Trust dated March 6, 2025, and recorded in the Cumberland County Registry of Deeds in Book 41331, Page 59.

**Easements/Rights of Way:**

1) Riparian rights of others in and to Crooked River as the same passes by or through the land.

2) Easement from George W. Field to Presumpscot Water Power Company set forth in an instrument dated October 16, 1884 and recorded in the Cumberland County Registry of Deeds in Book 511, Page 481.

3) Easements from Roger J. Caldwell to Hartex Associates, Ltd. set forth in an instrument dated October 14, 1988, and recorded in the Cumberland County Registry of Deeds in Book 8516, Page 207.

4) Easement from James Marshall to Central Maine Power Company and Maine Telephone Company set forth in an instrument signed on July 26, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25485, Page 22.

**Other:**

1) Any existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record and privileges or rights of public service companies.

2) Title to any portion of the land lying within the normal bounds of the Crooked River.

3) Rights reserved by Moses Whitney in a deed to Benjamin J. Whitney dated October 11, 1850, and recorded in the Cumberland County Registry of Deeds in Book 225, Page 385.

4) Rights reserved by Frederic Nutting in a deed to Peter S. Whitney dated December 1, 1860, and recorded in the Cumberland County Registry of Deeds in Book 332, Page 417.

5) State of facts as disclosed by a Plan of Crooked River Lot for Herbert C. Haynes in Casco County of Cumberland State of Maine, dated June 10, 1987 and prepared by Lyle Chamberlain, Jr. and recorded in the Cumberland County Registry of Deeds in Plan Book 174, Page 34.

6) Terms and provisions of a lease between Dennis Mirabito and Suzanne Meunier, as Landlord, and Derek Januszewski, as Tenant, a Memorandum of which is dated January 12,

2024, and recorded in the Cumberland County Registry of Deeds in Book 40565, Page 235, including but not limited to an Option to Purchase held by Derek Januszewski, as Tenant.

7) Option to Purchase in favor of Derek Januszewski as set forth in a lease between Dennis Mirabito and Suzanne Meunier, as Landlord, and Derek Januszewski, as Tenant, a Memorandum of which is dated January 12, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40565, Page 235.

8) Clerk's Certificate in favor of Derek Januszewski and Pachamama Sanctuary against Suzanne Meunier and Dennis Mirabito dated November 7, 2024, and recorded in the Cumberland County Registry of Deeds in Book 41110, Page 31.









# 07.25.2025 SIGNED Contract for Deed 50 Rabbit Run Ln

Final Audit Report

2025-07-26

Created:	2025-07-25
By:	Elias Young (eyoung@archipelagona.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsRF8swp1IUMJ8odhn6DO2xSfe9ob746

## "07.25.2025 SIGNED Contract for Deed 50 Rabbit Run Ln" History

-  Document created by Elias Young (eyoung@archipelagona.com)  
2025-07-25 - 4:04:44 PM GMT
-  Document emailed to Derek Januzewski (derek@pachamamaretreats.org) for signature  
2025-07-25 - 4:04:49 PM GMT
-  Document emailed to Natalie Wingrove Scott (nataliewingrovescott@gmail.com) for signature  
2025-07-25 - 4:04:49 PM GMT
-  Email viewed by Derek Januzewski (derek@pachamamaretreats.org)  
2025-07-25 - 4:32:09 PM GMT
-  Document e-signed by Derek Januzewski (derek@pachamamaretreats.org)  
Signature Date: 2025-07-25 - 4:32:35 PM GMT - Time Source: server
-  Email viewed by Natalie Wingrove Scott (nataliewingrovescott@gmail.com)  
2025-07-26 - 4:15:09 PM GMT
-  Document e-signed by Natalie Wingrove Scott (nataliewingrovescott@gmail.com)  
Signature Date: 2025-07-26 - 4:16:08 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-26 - 4:16:08 PM GMT