



Exhibit D

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Via Electronic and First-Class Mail

March 11, 2021

Anthony Rinaldi
Southern Maine Construction, LLC
27 Dearborn Street
Westbrook, Maine 04092
southernmaineconstruction@gmail.com

Re: Breach of Contract for Purchase and Sale of 0 Raymond Cape Road

Dear Mr. Rinaldi:

This firm represents Drew Pierce and Janice Lariviere, the buyers under contract to purchase the residence and property at 0 Raymond Cape Road, in Raymond, Maine, from you and your entity, Southern Maine Construction, LLC.

Your contract with Mr. Pierce and Ms. Lariviere for the purchase and sale of 0 Raymond Cape (the "Contract") remains in effect until you have fully satisfied your contractual obligations. You are currently in default under the Contract because (i) you have failed to complete the residential construction as promised through the contracted-for spec sheet and other agreed upon terms; (ii) you failed to close on or before March 5, 2020; and (iii) you breached the February 14, 2021 addendum entitling Mr. Pierce and Ms. Lariviere to immediate and unobstructed possession of the 0 Raymond Cape Road property when you directed sheriff's deputies to evict them from the premises.

You—individually and through Southern Maine Construction, LLC—are liable to Mr. Pierce and Ms. Lariviere for these breaches *and* for illegal eviction of a party in possession of the property under contract (14 M.R.S. § 6014).

Mr. Pierce and Ms. Lariviere have suffered considerable damages caused by your breach of contract and illegal eviction. They are entitled to recover all damages necessary to restore their "benefit of the bargain" that the Contract provided, including (but not limited to) every extra dollar it costs Mr. Pierce and Ms. Lariviere to buy a comparable property in today's inflated real estate market, plus all damages associated with your illegal eviction, including their costs of finding alternate housing, costs for

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moving and storing their belongings, emotional distress and punitive damages, plus all attorney fees incurred.

Your purported termination of the Contract had no lawful effect because you have no contractual basis to terminate where you—not the buyers—failed to perform your contractual obligations as the seller. Consequently, the Contract, which includes Mr. Pierce and Ms. Lariviere's ongoing right of immediate possession, remains in force, and you remain liable for every contractual obligation that you promised to perform.

Mr. Pierce and Ms. Lariviere are preparing to initiate a legal action against you for breach of contract and illegal eviction. Mr. Pierce and Ms. Lariviere, however, will honor their obligations under the Contract's Paragraph 17 (the "Mediation Clause") to first submit these disputes to a mutually agreed-upon mediator. Please contact me by Friday, March 19, 2021 to confirm your participation in the mediation process, and to coordinate scheduling and mediator selection. Any failure to confirm your utilization of the mediation process and begin scheduling efforts by March 19 will be deemed a full and informed waiver of the Contract's Mediation Clause.

Very truly yours,



James G. Monteleone

JGM/js

cc: Michael Dore, Registered Agent
84 G Warren Ave.
Westbrook, ME 04092

Anthony Rinaldi
Westbrook
LD 1022

Uploading the entire record of CV-2021-138