

## NOTICE OF INTENT TO CONVERT

Jeremy and Jessica Boardman  
CMR 467 Box 3595  
APO AE 09096  
011-49-151-418-64267

Certified Mail, Return Receipt Requested

July 31, 2015

Jan Marie Lindholm  
52 Moody Street  
Portland, Maine 04074

Dear Jan Marie Lindholm,

We are providing you with this Notice of Intent to Convert (the "Notice") pursuant to the requirements of Section 1604-111 of the Maine Condominium Act (the "Condominium Act") and Article VII of the Chapter 14 of the Portland Code of Ordinances (the "Condominium Conversion Ordinance") regarding the conversion of residential apartment buildings into condominiums.

We intend to convert our property at 52 Moody Street in Portland (the "Property") to a condominium pursuant to the Maine Condominium Act. Copies of the proposed Declaration of Condominium, the proposed Bylaws of the Association and the proposed Plat and Plans for the condominium are enclosed. Because you are a tenant in the Property, we are required under the Condominium Act and the Condominium Conversion Ordinance to provide you with notice of our intent to convert the Property to a condominium, to afford you a certain amount of time to vacate your apartment, to give you the opportunity to purchase your apartment following its conversion to a condominium unit, and to otherwise advise you of your rights under the Condominium Act and the Condominium Conversion Ordinance. This Notice is effective upon the date you receive it.

### **1. Notice to Vacate.**

You will be required to vacate your apartment no later than 30 November 2015 (the "Vacation Date"). We may not require you to vacate your apartment earlier than the Vacation Date except for the reasons specified in the Maine Forcible Entry and Detainer Act (14 M.R.S.A. §6001, et seq.) and in accordance with the procedures provided therein. The terms of your tenancy, including your rent, may not be altered during the notice period, except as expressly provided in any preexisting written lease.

## **2. Option to Purchase.**

For sixty (60) days following your receipt of this Notice, we are required to grant you the exclusive and irrevocable option to purchase your apartment, which option may not be assigned by you to a third party. The terms and conditions pursuant to which we will agree to sell your apartment to you are set forth in the proposed Purchase and Sale Agreement enclosed herewith. If you intend to proceed with the purchase, we would ask that you contact us to discuss the details and procedures at your earliest convenience. If you do not purchase or enter into a contract to purchase your apartment during the sixty (60) day period, we may not convey or offer to convey your apartment to any other person during the following one hundred eighty (180) days at a price or on terms more favorable than the price or terms we have previously offered to you as set forth in the enclosed Purchase and Sale Agreement, unless the more favorable price or terms are first offered exclusively and irrevocably to you for an additional sixty (60) day period.

## **3. Relocation Assistance.**

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (Telephone: 874-8703).

## **4. Relocation Payments and Referrals.**

If you do not purchase your apartment, we are required, prior to the Vacation Date, to make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months, provided that this requirement shall not apply if your gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this Notice received by you. Additionally, we are required, at your request, to provide you with assistance in the form of referrals to other reasonable accommodations and in determining your eligibility for relocation payments as described above.

If you should have any questions, please contact us by mail or telephone at the address or telephone number set forth above.

Sincerely,

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Jeremy S. Boardman

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Jessica A. Boardman