

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

February 2, 2013
Offer Date

2/3/13 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Redfern Properties or assigns ("Buyer") and Four Sills, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 0 Sheridan Street (12-H-13) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 24188, Page(s) 65.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$. Buyer has delivered; or will deliver to the Agency within 2 days of the Offer Date, a deposit of earnest money in the amount \$. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 3, 2013 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 30 days post Inspections (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall ^{DS} survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2013

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Buyer(s) Initials DS

Seller(s) Initials [Signature]

RE/MAX By The Bay The Common at 88 Middle Street Portland, ME 04101

Phone: 207.553.7361

Fax: 207.773.2525

David Marsden

Redfern Property

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

| CONTINGENCY | YES | NO | DAYS FOR COMPLETION | OBTAINED BY | TO BE PAID FOR BY |
|---|-------------------------------------|-------------------------------------|---------------------|-------------|-------------------|
| 1. SURVEY Purpose: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3 | Seller | *existing |
| 2. SOILS TEST Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 3. SEPTIC SYSTEM DESIGN Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 4. LOCAL PERMITS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 5. HAZARDOUS WASTE REPORTS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 6. UTILITIES Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 7. WATER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 8. SUB-DIVISION APPROVAL Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 9. DEP/LURC APPROVALS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 10. ZONING VARIANCE Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 11. HABITAT REVIEW/WATERFOWL Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 12. FARMLAND ADJACENCY Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 14. DEED RESTRICTION Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 15. TAX STATUS/TREE GROWTH Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 16. OTHER Purpose: <u>Buyer's Satisfactory review of City zoning & Road extension requirements</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 45 | Buyer | Buyer |

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying complete^{DS}ly on Seller's own opinion as to the condition of the property.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: None

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain _____ No

Buyer's Mailing address is PO Box 8816, Portland, ME 04104

Jonathan Colley 2/2/2013
BUYER _____ DATE _____ BUYER _____ DATE _____

Redfern Properties or assigns

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 5 Willow Street, Peaks Island, ME 04108

Four Bills, LLC 2/3/13
SELLER _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until 10/31/13 DATE _____ 8/29/2013 DATE _____

Jonathan Colley 8/29/2013
SELLER _____ DATE _____ SELLER _____ DATE _____
Jonathan Colley 8/29/2013
BUYER _____ DATE _____ BUYER _____ DATE _____



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PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date March 8, 2013

3-21-13 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Redfern Properties, and/or assigns ("Buyer") and Francis O'Connor, Nelson Nadeau ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 202-204 Sheridan (Map 12-a-Lot 6) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 7274, Page(s) 26

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$. Buyer has delivered; or will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount \$. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: REMAX By The Bay ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 12, 2013 (date) 12:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 21, 2013 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2013

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Buyer(s) Initial FR

Seller(s) Initials FO NNH

RE/MAX By The Bay The Common at 88 Middle Street Portland, ME 04101
Phone: 207.533.7361

Fac: 207.773.2525
David Marsden

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Land on Sheridan

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10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

| CONTINGENCY | YES | NO | DAYS FOR COMPLETION | OBTAINED BY | TO BE PAID FOR BY |
|--|-------------------------------------|-------------------------------------|---------------------|--------------|-------------------|
| 1. SURVEY Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 2. SOILS TEST Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 3. SEPTIC SYSTEM DESIGN Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 4. LOCAL PERMITS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 5. HAZARDOUS WASTE REPORTS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 6. UTILITIES Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 7. WATER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 8. SUB-DIVISION APPROVAL Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 9. DEP/LURC APPROVALS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 10. ZONING VARIANCE Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 11. HABITAT REVIEW/WATERFOWL Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 12. FARMLAND ADJACENCY Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 14. DEED RESTRICTION Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 15. TAX STATUS/TREE GROWTH Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 16. OTHER Purpose: <u>Written verification from City Code office existing lot is buildable.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>45</u> | <u>Buyer</u> | <u>Buyer</u> |

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a n/a loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - e. Buyer agrees to pay no more than n/a points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

David Maradan (008681) of RE/MAX By The Bay (1150)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

n/a (n/a) of n/a (n/a)
 Licenses MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate brokers, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the broker and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their accountants prior to, at and after the closing.

22. OTHER CONDITIONS: None

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain: _____ No

Buyer's Mailing address is PO Box 8814, Portland, ME 04104

Signature: _____ DATE: 3/8/2013
 BUYER Jonathan Gully _____ DATE _____
 and/or assigns
 Redfern Properties

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____
 Signature: _____ DATE: 3/21/13
 SELLER Frederic O'Connor _____ DATE: 3/21/13
 and/or assigns
 COUNTRY-CREW

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____
 The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

The time for the performance of this Agreement is extended until October 31, 2013

EXTENSION: _____ DATE: _____
 Signature: _____ DATE: 9/16/13
 SELLER _____ DATE: 9/16/13
 Signature: Jonathan Gully DATE: 8/29/2013
 BUYER _____ DATE _____



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PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

September 20 2013
Offer Date

9/20/13 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement

1. PARTIES: This Agreement is made between Redfern Munjoy, LLC ("Buyer") and Raymond C. Maxwell ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of). If "part of" see para. 26 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine, located at 128R North Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 30842 Page(s) 114

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and or blinds, shutters, curtain rods, built-in appliances, heating sources systems including gas and or kerosene-fired heaters and wood pellet stoves, sump pump and electrical fixtures are included with the sale except for the following, As is condition

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: As is condition

4. PERSONAL PROPERTY: The following items of personal property as viewed on September 6, 2013 are included with the sale at no additional cost, in "as is" condition with no warranties: Stove, Refrigerator,

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ Buyer has delivered; or will deliver to the Agency within 5 days of the Offer Date, a deposit of earnest money in the amount \$. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract, Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT ACCEPTANCE: THE SULLIVAN REAL ESTATE GROUP ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 20, 2013 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on January 31, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

January 2013 Page 1 of 4 - P&S Buyer's Initials RM Seller's Initials RCM

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) None. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

| TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER | | | | TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER | | | |
|---|-----|-------------------------------------|-----------------|---|-----|-------------------------------------|-----------------|
| a. General Building | ___ | <input checked="" type="checkbox"/> | Within ___ days | n. Arsenic Treated Wood | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| b. Sewage Disposal | ___ | <input checked="" type="checkbox"/> | Within ___ days | o. Pests | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| c. Coastal shoreland septic | ___ | <input checked="" type="checkbox"/> | Within ___ days | p. Code Conformance | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| d. Water Quality | ___ | <input checked="" type="checkbox"/> | Within ___ days | q. Insurance | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| e. Water Quantity | ___ | <input checked="" type="checkbox"/> | Within ___ days | r. Environmental Scan | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| f. Air Quality | ___ | <input checked="" type="checkbox"/> | Within ___ days | s. Lot size/acreage | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| g. Square Footage | ___ | <input checked="" type="checkbox"/> | Within ___ days | t. Survey/MLI | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| h. Pool | ___ | <input checked="" type="checkbox"/> | Within ___ days | u. Zoning | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| i. Energy Audit | ___ | <input checked="" type="checkbox"/> | Within ___ days | v. Farmland Adjacency | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| j. Chimney | ___ | <input checked="" type="checkbox"/> | Within ___ days | w. Habitat Review/Waterfowl | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| k. Smoke/CO detectors | ___ | <input checked="" type="checkbox"/> | Within ___ days | x. Flood Plain | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| l. Mold | ___ | <input checked="" type="checkbox"/> | Within ___ days | y. Other | ___ | <input checked="" type="checkbox"/> | Within ___ days |
| m. Lead Paint | ___ | <input checked="" type="checkbox"/> | Within ___ days | | | | |

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a n/a loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - e. Buyer agrees to pay no more than n/a points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Fred Andrews (001914) of Sullivan Select Real Estate (2064)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

David Marsden (008681) of RE/MAX By The Bay (1150)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: None

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: **Deed to contain two tax lot parcels:**

- 1. Vacant land described as Lot 12-H-22.
- 2. House & Land described as Lot 12-H-9.

DM

BCM

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is PO Box 8816, Portland, ME 04104

DocuSigned by:
Sondra Colley 9/20/2013
 BUYER _____ DATE _____ BUYER _____ DATE _____
 A042FF0231FE430
Redfern Munjoy, LLC

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 194 Ray Street, Portland, ME 04103

Raymond C. Maxwell 9/20/2013
 SELLER **Raymond C. Maxwell** _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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**CONTRACT FOR PURCHASE AND
SALE OF REAL ESTATE**

Agreement made entered into this ___ day of July, 2013, by and between Dennis E. Lovejoy and Gladys A. Lovejoy with a mailing address of 1 East Cove Street, Portland, Maine 04101 (collectively "Seller") and Redfern Munjoy, LLC, a Maine limited liability company with a mailing address of P.O. Box 8816, Portland Maine, 04104 ("Buyer").

1. **PREMISES:** Seller agrees to sell and Buyer agrees to buy land and buildings located at 1 East Cove Street, Portland Maine, described in deed recorded at the Cumberland County Registry of Deeds in Book 3993, Page 100, also described as Portland Assessor's Map 12-F-18, 19, and 20.

2. **PERSONAL PROPERTY:** None.

3. **PURCHASE PRICE:** Buyer agrees to pay for the premises described above the sum of [REDACTED] (purchase price) payable as follows:

A. **DEPOSIT:** [REDACTED] as deposit to be held by Buyer's Attorney, Thomas F. Jewell, which shall be credited, without interest, towards the purchase price at the time of closing.

B. **CASH AT CLOSING:** [REDACTED] shall be paid in certified check, wire transfer or other immediately available funds, but not cash, at time of closing.

4. **TITLE:** Seller shall convey the premises to Buyer at the closing by Warranty Deed in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record so long as such encumbrances do not affect Buyer's intended use of premises. If counsel for the Buyer shall be of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances, or is not marketable, the closing shall be postponed for a reasonable period of time during which Seller shall diligently pursue the removal of such defect or encumbrance at Seller's own expense, to the reasonable satisfaction of counsel for Buyer. If the title proves defective and Seller fails to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may elect to either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposit to Buyer, and the parties hereto shall thereafter have no further rights or obligations hereunder.

5. **CLOSING:** The closing of this transaction shall take place on or before January 15, 2014. Buyer may obtain up to six one month extensions. Buyer shall pay \$500 for each extension, payable in advance before the expiration of the applicable contract period. Closing extension fees shall be nonrefundable, but shall be a Buyer credit at closing.

D. The Buyer shall pay for the title search, recording the deed, and closing services.

E. Buyer shall reimburse Seller for oil or propane in the tank at prevailing replacement cost.

10. **POSSESSION:** Seller shall deliver possession of premises to Buyer at transfer of title free and clear of all leases, tenancies or occupancies by any person.

11. **RISK OF LOSS:** The risk of loss or damage to the property by any cause, or of a taking of all or any part of the property by eminent domain, prior to the closing, shall be on Seller. In the event that, prior to the closing, the improvements which are a part of the property are destroyed or substantially damaged (unless such damage is caused by the Buyer), or the property or any portion is taken by eminent domain, Buyer shall have the option of either (i) terminating this Agreement and receiving back the deposit, or (ii) accepting the insurance proceeds payable by reason of such damage or destruction, or the condemnation award payable by reason of such taking, and closing the transaction contemplated by this Agreement notwithstanding the same, and without reduction in the purchase price.

12. **REMEDIES FOR BREACH:**

A. If Buyer defaults in Buyer's performance under this contract, the Seller shall retain the deposit as liquidated damages as Seller's sole remedy for such default.

B. If Seller defaults in Seller's performance under this contract, the Buyer may employ all legal and equitable remedies including specific performance. Attorney fees shall be awarded to the prevailing party.

13. **NOTICE:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail postage prepaid, certified with return receipt requested, addressed as set forth in the first paragraph above.

14. **BROKERAGE:** Seller and Buyer represent to one another that neither has dealt or had contact with any broker in connection with this transaction and each agrees to indemnify and hold harmless the other from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the sale of the Premises hereunder.

15. **LEAD PAINT:** No disclosures given as Buyer does not intend to allow any occupation of the property.

6. **ACCEPTANCE OF OFFER:** This offer shall be open for acceptance of the Seller until July 25, 2013 at 5:00 p.m.

7. **BUYER'S CONTINGENCIES:** This Contract is subject to the Buyer obtaining approvals for its proposed Munjoy Heights development project subject to such contingencies as acceptable to the Buyer.

8. **SELLER'S WARRANTIES AND REPRESENTATIONS:** Seller hereby represents and warrants that as of the date hereof, and as of the date of the closing hereunder:

A. Seller has no knowledge of the existence, at any time, of any violations of laws and regulations affecting the premises. Seller has not received any notice or inquiry from any federal, state or local government authority or representative thereof claiming or inquiring into the existence of any such violations.

B. Seller has no knowledge of any pending or threatened actions or proceedings regarding condemnation of or encumbrances on the ownership, use or possession of the premises or any party thereof.

C. The premises are now and will be as of the closing in full compliance with applicable building codes, zoning, environmental and land use laws and all other applicable laws, ordinances and regulations.

D. There are no underground storage tanks on the Premises.

E. That the Seller shall remove all personal possessions from the premises, except for items the Buyer has agreed to accept, and leave the premises in "broom clean" condition as of the closing date.

F. Seller represents that the premises shall be free from any mechanic's liens.

9. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**

A. All water and sewer charges, rents, current real estate taxes, municipal and sewer assessments against the Premises and all utilities except telephone shall be apportioned pro rata between Seller and Buyer as of the date of closing. Real estate taxes and assessments shall be prorated on the basis of the City of Portland tax year.

B. The Maine Real Estate Transfer Tax shall be paid for by Seller and Buyer according to Maine statutory law.

C. The preparation of the Deed shall be paid by the ~~Seller~~ Buyer ^{OK} _{JK}

16. **DISCLOSURE STATEMENTS:** No disclosures given as Buyer does not intend to allow any occupation of the property.

17. **WITHHOLDING:** The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certifies that Seller is a resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A.

18. **SELLER NOT FOREIGN PERSON:** The Seller warrants and represents to the Buyer that the Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

19. **GENERAL PROVISIONS:** This agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This agreement will inure to the benefit of and bind the respective heirs, successors and assigns of Seller and Buyer. This agreement may be simultaneously executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original. This agreement shall be governed by and construed in accordance with the laws of the State of Maine. The signature of a party upon a facsimile copy shall be deemed to be an original.

Redfern Mujoy, LLC does hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.

Redfern Mujoy, LLC

Jonathan Culley

Witness

We hereby agree to sell and deliver the above described property at the price and upon the terms and conditions above set forth.

Gladys A. Lovejoy
Witness

Dennis E. Lovejoy
Witness

Dennis E. Lovejoy
Dennis E. Lovejoy

Gladys A. Lovejoy
Gladys A. Lovejoy

**CONTRACT FOR PURCHASE AND
SALE OF REAL ESTATE**

Agreement made entered into this 31ST day of July, 2013, by and between Katherine P Richman and Nikki Lee Green with a mailing address of 413 Lower Road, Appleton, Maine 04862 (collectively "Seller") and Redfern Munjoy, LLC, a Maine limited liability company with a mailing address of P.O. Box 8816, Portland Maine, 04104 ("Buyer").

1. **PREMISES:** Seller agrees to sell and Buyer agrees to buy land and buildings located at 79 Walnut Street, Portland Maine, described in deed recorded at the Cumberland County Registry of Deeds in Book 15638, Page 275, also described as Portland Assessor's Map 12-H-17.

2. **PERSONAL PROPERTY:** All refrigerators and/or stoves, etc., are sold AS IS, WHERE IS.

3. **PURCHASE PRICE:** Buyer agrees to pay for the premises described above the sum of [REDACTED] (purchase price) payable as follows:

A. **DEPOSIT:** [REDACTED] as deposit to be held by Seller's Attorney, James R. Lemieux, which shall be credited, without interest, towards the purchase price at the time of closing.

B. **CASH AT CLOSING:** \$ [REDACTED] shall be paid in certified check, wire transfer or other immediately available funds, but not cash, at time of closing.

4. **TITLE:** Seller shall convey the premises to Buyer at the closing by Warranty Deed, in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record so long as such encumbrances do not affect Buyer's intended use of premises. If counsel for the Buyer shall be of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances, or is not marketable, the closing shall be postponed for a reasonable period of time during which Seller shall diligently pursue the removal of such defect or encumbrance at Seller's own expense, to the reasonable satisfaction of counsel for Buyer. If the title proves defective and Seller fails to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may elect to either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposit to Buyer, and the parties hereto shall thereafter have no further rights or obligations hereunder.

5. **CLOSING:** The closing of this transaction shall take place on or before December 31, 2013. Buyer may obtain up to six one month extensions. Buyer shall pay \$1,000.00 for each extension, payable in advance before the expiration of the applicable contract

period. Closing extension fees shall be nonrefundable and shall be a credit at closing.

6. **ACCEPTANCE OF OFFER:** This offer shall be open for acceptance of the Seller until July 31, 2013 at 5:00 p.m.

7. **BUYER'S CONTINGENCIES:** This Contract is subject to the Buyer obtaining approvals for its proposed Munjoy Heights development project subject to such contingencies as acceptable to the Buyer.

If Buyer does not obtain such acceptable approvals by December 31, 2013, Buyer may void this contract by giving written notice to Seller prior to said date. If written notice is not received by Seller prior to said date terminating this Agreement, this contingency shall be considered waived by the Buyer.

8. **SELLER'S WARRANTIES AND REPRESENTATIONS:** Seller hereby represents and warrants that as of the date hereof, and as of the date of the closing hereunder:

A. Seller has no knowledge of the existence, at any time, of any violations of laws and regulations affecting the premises. Seller has not received any notice or inquiry from any federal, state or local government authority or representative thereof claiming or inquiring into the existence of any such violations.

B. Seller has no knowledge of any pending or threatened actions or proceedings regarding condemnation of or encumbrances on the ownership, use or possession of the premises or any party thereof.

C. The premises are now and will be as of the closing in full compliance with applicable building codes, zoning, environmental and land use laws and all other applicable laws, ordinances and regulations.

D. There are no underground storage tanks on the Premises.

E. That the Seller shall remove all personal possessions from the premises, except for items the Buyer has agreed to accept, and leave the premises in "broom clean" condition as of the closing date.

F. Seller represents that the premises shall be free from any mechanic's liens.

9. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**

A. All water and sewer charges, rents, current real estate taxes, municipal and sewer assessments against the Premises and all utilities except telephone shall be apportioned pro rata between Seller and Buyer as of the date of closing. Real estate taxes

and assessments shall be prorated on the basis of the City of Portland tax year.

B. The Maine Real Estate Transfer Tax shall be paid for by Seller and Buyer according to Maine statutory law.

C. The preparation of the Deed shall be paid by the Seller.

D. The Buyer shall pay for the title search, recording the deed, and closing services.

10. MULTI-FAMILY PROVISIONS:

a. Seller shall deliver possession of premises to Buyer subject to existing tenancies. The premises is currently subject to several tenancies under lease and tenant at will. In the event of a vacancy, Seller may fill the vacancies before closing pursuant to its normal rental practices, subject to the approval of the Buyer.

b. Seller shall deliver full deposits to Buyer at closing and shall not retain any amount for damages or nonpayment of rent unless otherwise agreed. In the event that at the time of closing, a tenant is in arrears, Seller shall not receive credit for such unpaid amount on the prorations. Rent proration on the day of closing shall be to Buyer's credit. Buyer shall make reasonable efforts to collect any rent arrearage (but not including filing suit) and shall pay Seller their share when received by Buyer. Rent received by Buyer shall be first applied to current rent.

11. POSSESSION: INTENTIONALLY OMITTED.

12. RISK OF LOSS: The risk of loss or damage to the property by any cause, or of a taking of all or any part of the property by eminent domain, prior to the closing, shall be on Seller. In the event that, prior to the closing, the improvements which are a part of the property are destroyed or substantially damaged (unless such damage is caused by the Buyer), or the property or any portion is taken by eminent domain, Buyer shall have the option of either (i) terminating this Agreement and receiving back the deposit, or (ii) accepting the insurance proceeds payable by reason of such damage or destruction, or the condemnation award payable by reason of such taking, and closing the transaction contemplated by this Agreement notwithstanding the same, and without reduction in the purchase price.

13. REMEDIES FOR BREACH:

A. If Buyer defaults in Buyer's performance under this contract, the Seller shall retain the deposit as liquidated damages as Seller's sole remedy for such default. If there is a dispute as to the damages, attorneys' fees shall be awarded to the prevailing party.

B. If Seller defaults in Seller's performance under this contract, the Buyer

may employ all legal and equitable remedies including specific performance. Attorney fees shall be awarded to the prevailing party.

14. **NOTICE:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail postage prepaid, certified with return receipt requested, addressed as set forth in the first paragraph above.

15. **BROKERAGE:** Seller and Buyer represent to one another that neither has dealt or had contact with any broker in connection with this transaction and each agrees to indemnify and hold harmless the other from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the sale of the Premises hereunder.

16. **LEAD PAINT:** No disclosures given as Buyer does not intend to allow any occupation of the property.

17. **DISCLOSURE STATEMENTS:** No disclosures given as Buyer does not intend to allow any occupation of the property.

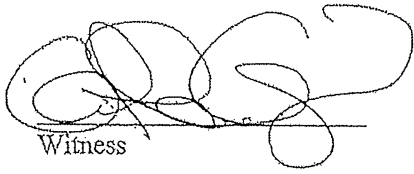
18. **WITHHOLDING:** The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certifies that Seller is a resident of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A.

19. **SELLER NOT FOREIGN PERSON:** The Seller warrants and represents to the Buyer that the Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

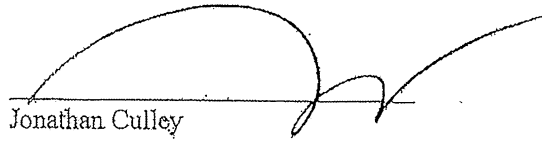
20. **GENERAL PROVISIONS:** This agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This agreement will inure to the benefit of and bind the respective heirs, successors and assigns of Seller and Buyer. This agreement may be simultaneously executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original. This agreement shall be governed by and construed in accordance with the laws of the State of Maine. The signature of a party upon a facsimile copy shall be deemed to be an original.

Redfern Munjoy, LLC does hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.

Redfern Munjoy, LLC

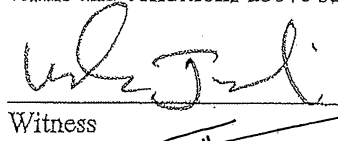


Witness

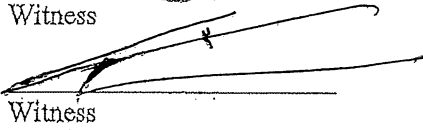


Jonathan Culley

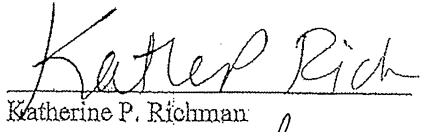
We hereby agree to sell and deliver the above described property at the price and upon the terms and conditions above set forth.



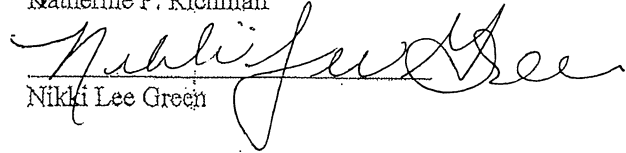
Witness



Witness



Katherine P. Richman



Nikki Lee Green

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made as of this 6 day of ^{May}~~April~~, 2013 by and between North Street Realty Trust, Craig Coffin Trustee, with a mailing address of 100 Waterman Drive, Suite 401, South Portland, Maine 04106, (the "Seller") and Redfern Properties LLC, or assignee, with a mailing address of P.O. Box 8816, Portland, Maine 04104 (the "Buyer").

WHEREAS, the parties desire to enter into this Agreement for the purchase and sale of certain real estate identified below, in accordance with the following terms and conditions;

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

1. **PREMISES.** Seller agrees to sell and Buyer agrees to buy the land, building(s) and improvement(s) situated at Sheridan Street, Portland, Maine, and more particularly described on **Exhibit A** (6 pages) attached hereto, together with any fixtures and other items of real property situated thereon (collectively the "Premises"), described as follows:

(Municipal Reference: Tax Map 012 / Block F, Lots 4&7 / Block H, Lots 1,3,5&7)
(Title Reference: Book 07962 / Page 7 in the Cumberland County Registry of Deeds, recorded 9/9/1987)

(a) **Personal Property.** No items of personal property are included with the Premises. All personal property shall be removed from the property prior to closing. Any personal property left on the Premises following closing shall be deemed abandoned and of no value and may be disposed of at Buyer's discretion. Except as otherwise set forth in this paragraph, Buyer and Seller agree that no portion of the Purchase Price, defined below, shall be attributable to any personal property.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of [REDACTED] (the "Purchase Price") payable as follows:

(a) **Deposit.** The sum of [REDACTED] (the "Deposit") shall be deposited with Escrow Agent within ten (10) days of the effective date of this Agreement. Seller's attorney shall act as Escrow Agent.

(b) **Cash at Closing.** The balance of the purchase price, [REDACTED] shall be paid by certified check or bank cashier's check at the closing.

3. **TITLE.** Seller shall convey the Premises to Buyer at the closing by warranty deed, free and clear of all liens and encumbrances except customary utility easements of record which do not adversely affect the use of the Premises. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed thirty (30) days from Buyer's notice to Seller thereof (the "Cure Period"), in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within the Cure Period, or in the event that Seller elects not to remedy same, the Deposit shall be returned to Buyer and this Agreement will terminate. Notwithstanding any of the foregoing, Buyer may, at Buyer's option, elect to close regardless of the existence of any such defects, by providing Seller with written notice of such election within ten (10) days following the expiration of the Cure Period.

4. **CLOSING.** The closing of this transaction shall take place on or before, at buyer's election, the ^{31st} day of ~~August~~, 2013 (the "Closing Date"), at the Buyer's Attorney's office or, if the Buyer and the Seller shall mutually agree in advance, at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises with full Warranty Covenants.

~~4.1 Option to Extend. Buyer shall have the right to extend the closing date by 60 days from August 21, 2013, provided it furnishes Escrow Agent an additional deposit of Five Thousand Dollars (\$5,000.00).~~ *CC*

5. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.**

- The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.
- The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with this transaction shall be paid for by Buyer.
- A portion of the purchase price shall be withheld by Buyer at closing if required by 36 M.R.S.A. § 5250-A.
- Seller agrees to pay \$0 towards purchaser's closing costs.

6. **POSSESSION.** Seller shall deliver possession of the Premises to Buyer at the closing, free of all personal property, leases, tenancies or occupancies by any person, unless otherwise agreed to in writing by Buyer and Seller.
7. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE.**
- (a) All risk of loss to the Premises and said personal property prior to the closing shall be on Seller, and Seller shall keep the same insured against fire and other extended coverage risks until the closing.
- (b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the reasonable opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same.
8. **BUYER INSPECTION.** Buyer or its agents may enter the Premises at all reasonable times prior to the closing in order to inspect the same. Buyer's inspection of the Premises, pursuant to this paragraph, shall not be deemed a waiver of any of the representations and warranties made by Seller hereunder.
9. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** The obligation of Buyer to close is subject to the following conditions:
- (a) **Due Diligence.** Buyer shall have 120 days from the effective date to obtain confirmation, satisfactory to Buyer, that the property will accommodate its proposed development and that there are no environmental concerns. If Buyer is not so satisfied, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified time period and any earnest money shall be returned to Buyer. If Buyer does so notify Seller within the time period set forth above, this contingency is waived by Buyer. Seller, upon 24 hours advance notice, shall allow any and all environmental testing of the property provided any property disturbance is repaired.
- (b) Seller to provide Buyer within ten days of the effective date the following:
- i. All letters, notices, faxes and emails sent to or received from the City of Portland within forty-eight (48) months from the effective date;
 - ii. All letters, notices, faxes and emails sent to or received from any person, entity or organization within forty-eight (48) months from the effective date;
 - iii. All letters, notices, faxes and emails sent to or received from any state or federal agency or department within forty-eight (48) months from the effective date;
 - iv. All surveys of the Premises;
 - v. Any and all environmental reports and/or findings concerning the Premises;
 - vi. Any and all reports, letters, memorandum or communications concerning any hazardous conditions concerning the Premises including, but not limited to, environmental concerns;
 - vii. Any and all soil surveys of the Premises; and
 - viii. Any and all title policies and reports concerning the Premises.
10. **DEFAULT: REMEDIES.** In the event of default by Seller, Buyer shall have all remedies available at law and equity, as limited by Paragraph 13. In the event that Buyer defaults in the performance of its obligations under this Agreement, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.
11. **BROKERAGE.** There is no real estate broker involved in this transaction.
12. **OFFER AND ACCEPTANCE.** This Agreement when submitted to Seller with Buyer's Deposit shall constitute an offer which must be accepted by Seller within three (3) days or expire by its terms, time being of the essence.
13. **DISPUTE.** Any dispute or claim arising from or relating to this Agreement or the Premises shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, which shall take place in Portland, Maine. This clause shall survive the closing.
14. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is no existing violation of any environmental law, ordinance, or regulation applicable to the Premises, including without limitation any violation concerning hazardous, toxic, or waste substances or materials on the Premises.

15. MISCELLANEOUS.

(a) Time. Time is of the essence of this Agreement.

(b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth in the first paragraph of this Agreement, unless otherwise indicated as follows:

TO SELLER: _____

TO BUYER: Jonathan Culley, Redfern Properties LLC, P.O. Box 8816, Portland, Maine 04104

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

(c) Effective Date. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expresses as "within X days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein.

(e) Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

(f) Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Authorization. The parties authorize the disclosure of the terms of this Agreement to any attorney, title company, appraiser, lender, insurance agent, inspector, municipal officer, or other person(s) who may facilitate the closing of this transaction.

(h) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders.

(i) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

(j) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(k) Venue and Jurisdiction. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Cumberland, State of Maine.

(l) Amendments. This Agreement shall not be amended except by written instrument executed by Seller and Buyer.

(m) Assignment. This Agreement shall not be assigned by Seller except with the written consent of Buyer.

(n) Survival. The parties' obligations under Section 14 of this Agreement shall survive the closing of the purchase and sale of the Premises.

(o) Addendum(s) or Attachment(s): None

(p) Other Terms or Conditions: None

BY signing below, the Buyer(s) agree to purchase the Premises upon the above terms and conditions in this Agreement.

4/11/2013
DATE

[Signature]
Buyer/Print Name: James R. Culley

BY signing below, the Seller accepts the offer of the Buyer(s) and agrees to sell and deliver the premises upon the above terms and conditions in this Agreement.

May 6, 2013
DATE

[Signature]
Seller/Print Name: _____

AGREEMENT OF ESCROW AGENT. Escrow Agent by executing this Agreement agrees to hold the Deposit in a/an
 interest non-interest bearing bank account to be disbursed in accordance with the terms of this Agreement.

DATE

Escrow Agent/Print Name:

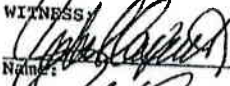

Attachment A

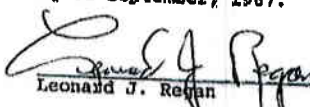

SHORT FORM WARRANTY DEED
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Leonard J. Regan and Francis J. Regan, both of Portland, Maine, being the heirs at law of Charles E. Regan as evidenced by the records at the Cumberland County Probate Court docket number 54870, FOR CONSIDERATION PAID, grant to Daniel W. Hourihan as Trustee of the North Street Realty Trust, with a mailing address of 222 St. John Street, Portland, Maine 04102, with WARRANTY COVENANTS, certain real property, together with any improvements thereon, located at Sheridan Street in Portland, Cumberland County, Maine; more particularly described as follows: in Exhibit A attached hereto and incorporated herein. Mary E. Regan, who had a life estate in the property conveyed hereby, died February 24, 1970.

WITNESS my hand and seal this 8th day of September, 1987.

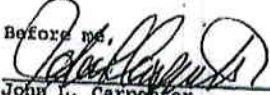
WITNESS:

Name: _____

Name: _____


Leonard J. Regan

Francis J. Regan

State of Maine
County of Cumberland, ss.

September , 1987

PERSONALLY APPEARED the above-named Leonard J. Regan and Francis J. Regan and acknowledged the foregoing instrument to be their free act and deed.

Before me,

John L. Carpenter
Attorney at Law

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415.330

EXHIBIT A

A certain lot or parcel of land situated in said Portland on the easterly side of a proposed street called Poplar Street and being more particularly described as lot numbered twenty-seven (27) on the Revaluation Plans of the City of Portland made by William A. Goodwin, Civil Engineer, in 1882 and being on plan numbered twelve (12) on said Plans, containing sixty-two hundred and sixty-one (6261) square feet, more or less, and being directly in rear of lot numbered thirty-seven (37) on said Plans; being the same premises, or a portion of the same premises, conveyed to Daniel Hardy by Charles H. Little and John L. Little by their deed of warranty dated September 6, A.D. 1883, and recorded in Cumberland County Registry of Deeds Book 503, Page 49. Excepting from the above described lot such a portion or portions as Daniel Hardy conveyed to Annie S. Thompson in his deed of warranty dated February 23, A.D., 1887, and recorded in Cumberland County Registry of Deeds, Book 535, Page 30, said strip, from all information obtainable, is supposed to be two (2) feet across the entire back end of lot numbered twenty-seven (27).

Also two other certain lots or parcels of land with the buildings thereon situated in said Portland and more particularly bounded and described as follows: on the easterly side by North Street; on the northerly side by land now or formerly of one A. A. Steele; on the westerly side by a proposed street called Poplar Street on the southerly side by land now or formerly of R. H. Horton estate and Daniel Hardy and being more particularly lots numbered twenty-five (25), containing thirty-nine hundred and eighty nine (3989) square feet, more or less, and thirty-five containing forty-nine hundred and thirty-nine (4939) square feet, more or less, on Revaluation Plans of the City of Portland made by William A. Goodwin, Civil Engineer, in 1882, and being on plan numbered twelve (12) on said Plans; being the same premises conveyed to Daniel Hardy by Charles Fobes by his deed of warranty dated October 11, A.D. 1880, and recorded in said Registry, Book 475, Page 96; excepting and reserving from lot numbered twenty-five (25) hereinbefore mentioned a certain lot or parcel of land containing about twenty-four hundred (2400) square feet deeded by said Daniel Hardy to Merriam F. Batchelder by his deed dated April 8, A. D. 1889, and recorded in said Registry, Book 556, Page 216. Excepting and reserving from above described property a certain lot or parcel of land containing about fourteen-hundred and fifty (1450) square feet, and facing on said North Street and conveyed by the said Daniel Hardy to Eliza J. Small by his deed dated November 21, A.D. 1883, and recorded in said Registry, Book 503, Page 368. Being the same three lots conveyed to Roscoe Libby by Frank A. Hardy et al by their deed dated June 29, A.D. 1900, and recorded in said Registry, Book 691, Page 385, meaning and intending hereby to

convey the same property conveyed to John F. Barrett by Roscoe Libby by his deed dated the twenty-fifth day of February A.D. 1905, and recorded in Cumberland County Registry of Deeds, Book 765, Page 242, and conveyed to said Dewar Rich and Glen C. Rich by Martha L. Barrett et al by warranty deed dated October 26, A.D. 1912, and recorded in said Registry in Book 903, Page 232.

Also a certain lot or parcel of land situated in said Portland on the westerly side of a proposed street called Poplar Street, and being lot numbered sixteen (16) on the Proprietors' Plan of said land, meaning and intending hereby to convey the same property conveyed to Carl C. Barrett by John A. Webber of said Portland by his deed dated the twenty-ninth day of July A.D. 1907 and recorded in the Cumberland County Registry of Deeds, Book 844, Page 453.

Also another certain lot or parcel or land situated on Munjoy Hill, so called on proposed Poplar Street, in the City of Portland and County of Cumberland and State of Maine, and being lot numbered twenty-six (26) on the Little, Weeks and Moody Plan, recorded in the Cumberland County Registry of Deeds, Book 36, Page 247, with the exception of a strip of land four (4) feet wide and twenty (20) feet long, more or less, on the northerly side line of said lot which was deeded to the Portland Savings Bank by deed recorded in said Registry Book 703, Page 396, to which reference is made for a further description, being the same premises to Carl C. Barrett, conveyed by the Munjoy Land Company by its deed dated the sixth day of November A.D. 1905, and recorded in said Registry of Deeds, Book 776, Page 220.

Also another certain lot or parcel or land situated in said Portland and bounded and described as follows: beginning at the northeasterly bounds of the street formerly called Poplar Street at a point twenty-one (21) feet southeasterly of the southeasterly corner of land formerly owned by one Mrs. Steele and running thence northeasterly by a line, parallel with the southeasterly bounds of said land of said Abby A. Steele sixty (60) feet to a stake, thence southeasterly by a line parallel with said Poplar Street to land formerly of Portland Water Company; thence southwesterly by said land of the Portland Water Company sixty (60) feet to said Poplar Street; thence northwesterly by said Poplar Street to the point of beginning, containing two thousand four hundred (2400) feet of land, be the same more or less, being the same premises conveyed to Carl C. Barrett by John Lewis and Chester C. Prout by their deed dated the ninth day of April A.D. 1906, and recorded in said Cumberland County Registry of Deeds, Book 844, Page 452.

Being the same three lots conveyed by said Carl C. Barrett to said Dewar Rich and Glen C. Rich by his warranty deed

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-3-

dated October 26, A.D. 1912 and recorded in said Registry of Deeds, Book 902, Page 388.

A certain lot or parcel of land situated in said Portland and being the northerly one of two lots conveyed to the heirs of Benjamin F. Noble by Edward N. Morrill November 28, 1890 as shown by their deed recorded in Cumberland County Registry of Deeds, Book 576, Page 400, said lot being the third on proposed Poplar Street, north of a lot sold to Ellen Caine by Benjamin F. Noble and on the westerly side of said proposed Poplar Street, as shown on Little, Weeks and Moody plan delineated on plan of the City of Portland, Sheet 12, and containing one thousand six hundred ninety-two (1,692) square feet, more or less, and being the same lot conveyed to Addie Bates by Sunnyside Stables by its deed dated April 3, A.D. 1909 and recorded in Cumberland County Registry of Deeds, Book 838, Page 135, to which deed and the record thereof and the deeds and records therein referred to reference is hereby made for a more particular description of said premises. Being the same premises conveyed by said Addie Bates to said Dewey Rich and Glen C. Rich by deed dated May 24, A. D. 1913, and recorded in said Registry of Deeds, Book 916, Page 222.

Also a certain lot or parcel of land situated in said Portland, on the westerly side of the contemplated continuation of Poplar Street in said city, and being a part of Lot No. 17, on a plan of lots recorded in Cumberland County Registry of Deeds, Book 36, Page 247, and bounded and described as follows: commencing on the westerly side of said contemplated continuation of Poplar Street at the northeasterly corner of Lot No. 16, on said street, and running thence in a westerly direction on the line of Lot No. 16, thirty (30) feet, more or less, to an iron stake standing in said line and about four (4) feet from an old shed now standing on said Lot No. 17; thence northerly and parallel with the line of said lot where it joins said contemplated continuation of said Poplar Street, sixty-four (64) feet, more or less, to the said line of Lot No. 18 as delineated on said plan; thence easterly along the line of said lot No. 18 to the westerly side line of the contemplated continuation of said Poplar Street; thence in a southerly direction along the westerly side line of the said contemplated continuation of said Poplar Street, sixty-four (64) feet, more or less, to the point begun at. And being a part of the lot deeded by Daniel H. Cole et al, to John Gillis, by their warranty deed dated May 17, 1876, and recorded in Cumberland County Registry of Deeds, Book 429, Page 545. Being the same premises deeded to said Dewey Rich and Glen C. Rich by Ann Gillis by warranty deed dated June 22, A. D. 1915, and recorded in said Registry of Deeds, Book 949, Page 401.

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EXCEPTING the premises conveyed out to Bliss K. Lockard dated May 3, 1946 and recorded in Book 1817 Page 192 and to Maine Freightways dated December 4, 1950 and recorded in Book 2387 Page 472.

The grantors herein also quitclaim to the grantee herein any right, title or interest the grantor has or may have in or to the public way known as Sheridan Street in Portland, Maine which street abuts the property described above and which is shown on the City of Portland Maps 12F and 12H.

JLC.205.090287.4

RECEIVED
RECORDED REGISTRY OF DEEDS
1987 SEP -9 AM 10:36
CUMBERLAND COUNTY
James J. Walsh

