

# ELECTRICAL PERMIT

City of Portland, Maine

To the Electrical Inspector, Portland Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the City of Portland's Electrical Ordinances, National Electrical Code and the following specifications:



Date: July 28 2014  
 Permit #: 2014-01662  
 CBL#: 613-MO-3001

ADDRESS: 193 CONGRESS ST

METER MAKE/MODEL #:

CMP Work Order #:

OWNER: VB PARTNERS

TENANT:

PHONE #:

**PLEASE HAVE YOUR PERMIT # (OR JOB ID) READY & CALL 874-8703 TO SCHEDULE AN INSPECTION!**

					TOTAL EACH FEE	
OUTLETS:	<u>200</u> Receptacles	<u>100</u> Switches		Smoke Detector	0.20	
FIXTURES:	<u>10</u> Incandescent	Flourescent		Strips	0.20	
SERVICES:	<input type="checkbox"/> Overhead	<input type="checkbox"/> Underground	<input type="checkbox"/>	TTL Amps <800	15.00	
			<input type="checkbox"/>	TTL Amps >800	25.00	
TEMPORARY SERVICE:	Overhead	<input type="checkbox"/> Underground		TTL Amps	25.00	
METERS:	(Number of)				1.00	
MOTORS:	(Number of)				2.00	
RESID/COMMER:	Electric Units				1.00	
HEATING:	Oil/Gas Units	<input type="checkbox"/> Interior	<input type="checkbox"/> Exterior		5.00	
APPLIANCES:	Ranges	Cook Tops	Wall Ovens		2.00	
	Insta-hot	Water Heaters	Fans		2.00	
	Dryers	Disposals	Dishwasher		2.00	
	Compactors	Spa	Washing Machine		2.00	
	Others (denote)				2.00	
MISC. (# of):	Air Cond (Window)				3.00	
	Air Cond (Central)			Pools	10.00	
	HVAC	BMS	Thermostat		5.00	
	Signs				10.00	
	Alarms/Resident				5.00	
	Alarms/Commer				15.00	
	Heavy Duty (CRKT)				2.00	
	Alterations				5.00	
	Fire Repairs				15.00	
	Emergency Lights				1.00	
	Emer Generators				20.00	
	Circus/Carnival				25.00	
PANELS:	<input type="checkbox"/> Service	<input type="checkbox"/> Remote	<input type="checkbox"/> Main		4.00	
TRANSFORMER:	<input type="checkbox"/> 0-25 Kva				5.00	
	<input type="checkbox"/> 25-200 Kva				8.00	
	<input type="checkbox"/> Over 200 Kva				10.00	

RECEIVED  
 JUL 28 2014  
 Dept. of Building Inspections  
 City of Portland Maine

MINIMUM COMMERCIAL FEE: \$55.00

MINIMUM RESIDENTIAL FEE: \$45.00

Brief Description of work:

TOTAL DUE: \$55.00

RE-WIRE OF 12 UNIT APARTMENT

**PLEASE HAVE YOUR PERMIT # (OR JOB ID) READY & CALL 874-8703 TO SCHEDULE AN INSPECTION!**

**CONTRACTOR INFORMATION:**

Contractor Name: EAST COAST ELECTRIC OF ME Master License #: MSL00020417  
 Address: 27 POPLAR ST. COB ME Limited License #: \_\_\_\_\_  
 Telephone & E Mail: 239-1159 Sam@EastCoastElectric.com

Contractor Signature: [Signature]

**PLEASE HAVE YOUR PERMIT # (OR JOB ID) READY & CALL 874-8703 TO SCHEDULE AN INSPECTION!**

CBL:



Individual Member  
Individual Membership



**CBRE** | The Boulos Company

**CONTRACT  
FOR THE SALE OF REAL ESTATE**

Date: April 9, 2014  
One Canal Plaza, Portland, ME 04101  
(207) 772-1333

RECEIVED OF: V3 Partners And/Or Assigns whose mailing address is 220 Lanier Drive, Unit 1, Statesboro, GA 30458, hereinafter called the Purchaser(s), the sum of Ten Thousand Dollars (\$10,000) as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of Portland, County of Cumberland, State of Maine and located at 191-193 Congress Street being all the property owned by H A T, LLC, a Maine limited liability company, (hereinafter called the Seller) at 191-193 Congress Street, and described at said County's Registry of Deeds Book 24716 Page 194 and further described as: A 12-Unit Apartment Building Located on .0936 Acres of Land upon the terms and conditions indicated below:

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): All personal property owned by the Seller and located on the property including but not limited to washers, dryers, tools, etc. as of the effective date of this Contract.
2. **PURCHASE PRICE:** The TOTAL purchase price being ONE MILLION Dollars (\$1,000,000) to be paid as follows: earnest money deposit within five (5) business days of the effective date of the Contract and the remainder, as adjusted for prorations or other credits/debits against the Purchase Price, shall be paid to Seller in cash, certified check or wire transfer at closing.
3. **EARNEST MONEY/ACCEPTANCE:** CBRE | The Boulos Company shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until April 9, 2014 at 5:00 PM; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. **TITLE:** That a deed, conveying the property in fee simple with good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before July 1, 2014, or, if the Purchaser(s) and Seller(s) shall mutually agree in advance and in writing, on another date. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, or upon Purchaser(s)'s determination upon examining title to the property that title to the property is not merchantable or that any of the encumbrances on the property have a material adverse effect on the property as currently improved, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Contract shall be terminated and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. **DEED:** That the property shall be conveyed by a Warranty Deed, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record acceptable to Purchaser(s) and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations. Seller(s) further agrees to execute and deliver to Purchaser(s) at the closing, the following documents: (i) a Certificate of Non-Foreign Status (as required by the Internal Revenue Service regulations); (ii) a title insurance "Seller's Affidavit" regarding mechanics' liens and persons in possession; (iii) an affidavit regarding underground storage tanks (as required by Maine law) and, if Seller(s) is a partnership or corporation, (iv) evidence of Seller's authority to convey and good standing.
6. **POSSESSION /OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. **LEASES/TENANT SECURITY DEPOSITS:** Seller(s) shall transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the property and all security deposits held by Seller(s) pursuant to said leases.
8. **RISK OF LOSS:** Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear. In the event that, prior to the closing, the improvements which are a part of the property are destroyed or substantially damaged, Purchaser(s) may either (i) terminate this Contract and receive back the earnest money, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same and without reduction to the purchase price.

Seen and agreed to: DOA  
Seller(s)

BC  
Purchaser(s)

9. PRORATIONS: The following items shall be prorated as of the date of closing:
- a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. NA
  - d. Rents
  - e. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
  - f. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.
10. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	j. Income and Expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
e. Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
f. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	l. Existence of: MSHA Covenants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days

The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). Purchaser(s) and its agents may enter into the property at reasonable times designated by Seller(s) prior to the closing in order to inspect the property, conduct surveys and to do such things as are reasonably necessary with respect to its acquisition of the property. Purchaser(s) agree not to disclose the results thereof to any third party except to prospective lenders and except as may be required by applicable law. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: This Contract is subject to an approved commercial mortgage of 80% of the purchase price, at an interest rate not to exceed 5.5% per annum and amortized over a period of not less than twenty five (25) years.
- a. If Seller, or Sellers agent, is not notified to the contrary in writing on or before June 20, 2014, then this financing condition shall be deemed to have been waived by Purchaser(s).
  - b. The Purchaser(s) is under a good-faith obligation to seek and accept financing on the above-described terms. The Purchaser(s) acknowledges that a breach of this good-faith obligation to seek and accept financing on the above-described terms will be a breach of this Contract.
  - c. If any of the above financing conditions are not met, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s).
12. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Selling Licensee is acting as a purchaser's agent in this transaction and is representing purchaser and that the Listing Licensee is acting as a seller's agent in this transaction and is representing seller.
13. DEFAULT: If Purchaser(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of retaining the earnest money as full and complete liquidated damages. If Seller(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Purchaser(s) shall have all remedies available at law and equity. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.
14. ARBITRATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract 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 of this transaction.
15. PRIOR STATEMENTS: Any verbal representations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.

Seen and agreed to:

DOD  
Seller(s)

BC  
Purchaser(s)

16. HEIRS/ASSIGNS: This Contract is assignable  Yes  No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimiled signatures are binding.
18. BINDING CONTRACT: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: The Seller(s) shall provide the Purchaser(s) with copies of all leases and income & expense information regarding the subject property within Five (5) days of the effective date of this Contract. Purchaser(s) shall have twenty-one (21) days from such delivery to review leases and income & expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying the Seller(s) in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that the review is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s).
20. OTHER PROVISIONS: Purchaser(s) to provide Seller within 10 days of the effective date of this contract, a letter from lender stating application has been made.
21. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), if the property is, or has a component of, one to four residential dwelling units.

**A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.**

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

B. S. Cooper  
 Purchaser  
V3 Partners And/Or Assigns, Brandon Cooper  
 Name/Title

4/8/14 4:45pm  
 Date  
524-73-3092  
 Soc. Sec. # or Tax I.D. #

\_\_\_\_\_  
 Purchaser  
 \_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Soc. Sec. # or Tax I.D. #

Signed this 9 day of April, 2014. Effective date of Contract: April 9, 2014.

The Listing Licensee is Kelley MacLennan of Harborview Properties (Company).  
 The Selling Licensee is Vince Ciampi of CBRE | The Boulos Company (Company).

Daniel O'Donnell  
 Seller  
HAT, LLC  
 Name/Title

4-9-14  
 Date  
 \_\_\_\_\_  
 Soc. Sec. # or Tax I.D. #

Offer reviewed and refused on \_\_\_\_\_, Seller

Seen and agreed to: \_\_\_\_\_  
 Seller(s) Purchaser(s)

H.A.T., LLC, a Maine limited liability company with an address of 13 Lawrence Street, Portland, Maine 04102, by David O'Donnell, its duly authorized Manager, of Portland, Cumberland County, hereby grants, **WITH WARRANTY COVENANTS,**

To **I-95 Portland Portfolio I, LLC**, a Maine limited liability company with a mailing address C/O Brandon Cooper, 3250 Sacramento St. San Francisco CA 94115

the premises located at the City of Portland, County of Cumberland and State of Maine described as follows:

See exhibit A attached hereto

Witness my hand and seal on July 1, 2014.

H. A. T., LLC

  
\_\_\_\_\_  
Witness

  
by: David O'Donnell, its Manager

State of Maine  
County of Cumberland, ss

July 1, 2014

Then personally appeared the above named David O'Donnell and acknowledged the foregoing instrument to be his free act and deed and his free act and deed in his said capacity.

Before me,

  
\_\_\_\_\_  
Notary Public  
Print or type name:

James F. Cloutier  
Atty at Law # 2126

PORTLAND, MAINE

JULY 1, 2014

A certain lot or parcel of land with the buildings thereon, situated on the northwesterly side of Congress Street, in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing on the northwesterly sideline of said Congress Street at a point nine (9) inches northwesterly of a point distant three hundred eight and seventy-five hundredths (308.75) feet northeasterly from the junction of said northwesterly sideline of Congress Street with the easterly sideline of Washington Avenue, said point of commencement being nine (9) inches northeasterly of the southwesterly corner of land which John P. and William Boyd conveyed to John McGee by warranty deed dated October 19, 1852, and recorded in Cumberland County Registry of Deeds in Book 241, Page 133, said land being afterward owned by Bernard Daly, and later owned by Samuel Rosenberg, et. al.; thence from said point of beginning running northwesterly by land which Brian E. McDonough conveyed to Samuel and Jacob Rosenberg by deed dated October 12, 1901, and recorded in said Registry of Deeds in Book 709, Page 64, ninety-six (96) feet more or less, to land formerly of one McMenamin; thence northeastwardly on a line parallel or nearly parallel, with said Congress Street forty-three (43) feet to the northerly corner of a strip of land which James A. Bradley conveyed to Brian E. McDonough by deed dated November 17, 1900 and recorded in said Registry of Deeds in Book 695, Page 382; thence southeasterly by the easterly line of said Bradley strip ninety-five and three hundred sixty-six thousandths (95.366) feet to said northwesterly sideline of Congress Street; thence southwesterly by said Congress Street forty-seven and sixty-five hundredths (47.65) feet to the point of beginning, being the same premises number 191 and 193 on said Congress Street; together with an easement for light and air as described in a deed from Daniel Schwey to Samuel Gitlin, et. al., dated February 28, 1914 and recorded in said Registry of Deeds in Book 927, Page 324, and the privilege of entering on land therein mentioned for the purposes of repairing the buildings on the premises hereby conveyed.

TRANSACTION SUMMARY

TRANSACTION TYPE: SALE

PAYMENT ITEM	REFERENCE NUMBER	AMOUNT
NPS Convenience Fee		\$3.00
Electrical Minimum Comm Fee	2014-01662	\$55.00
<b>TOTAL:</b>		<b>\$58.00</b>

CITY OF PORTLAND TREASURY

389 Congress Street  
Portland, ME 04101  
207-874-8853

SAMNANG C NGOURN

Transaction Number: 860199  
Date Processed: 07/28/2014 12:25:46 EDT  
Transaction Type: Credit Card  
AMEX - Swiped  
Authorization: CardNumber: \*\*\*\*\*1004  
Reference Number: 503426  
Electrical Minimum Comm Fee: 00540857  
Total: \$55.00  
\$55.00

I agree to pay above total amount according to the card issuer agreement.

Signature: \_\_\_\_\_

Thank You

MUNICIPAL SERVICE FEE CITY OF PORTLAND  
400 Technology Way  
Scarborough, ME 04074  
877-290-1975

SAMNANG C NGOURN

Transaction Number: 860199  
Date Processed: 07/28/2014 12:25:46 EDT  
Transaction Type: Credit Card  
AMEX - Swiped  
Authorization: CardNumber: \*\*\*\*\*1004  
Reference Number: 528941  
Convenience Fee: 00540856  
Total: \$3.00  
\$3.00

I agree to pay above total amount according to the card issuer agreement & understand this non-refundable convenience fee will be charged to allow my payment via credit card.

Signature: \_\_\_\_\_

Thank You

Printed: 07/28/2014 12:25:59