

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT PERMIT

Permit Number: 040345

This is to certify that Wilhoite Dolores M/Rodway Water & Mechanical
has permission to Tenant Fit-up 2nd, & 3rd floor - 17th OFFICES
AT 30 City Ctr 027 F023001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is laid or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. *[Signature]*
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature] 04/09/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 04-0345	Issue Date:	CBI.: 027 F023001
-----------------------	-------------	----------------------

Location of Construction: 30 City Ctr	Owner Name: Wilhoite Dolores M	Owner Address: 54 Eastern Promenade	Phone:
Business Name:	Contractor Name: Rodway, Peter & Mauria	Contractor Address: 377 Fore ST.4th fl Portland	Phone: 2077738449
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B.3

Past Use: Commercial/ Retail	Proposed Use: Commercial / Retail Tenant Fit-up 2nd, & 3rd floor <i>LAW OFFICES</i>	Permit Fee: \$456.00	Cost of Work: \$40,000.00	CEO District: 1
Proposed Project Description: Tenant Fit-up 2nd, & 3rd floor <i>LAW OFFICES</i>		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>B</i> Type: <i>30</i> <i>4/9/2004</i> Signature: <i>[Signature]</i>	
		Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
		Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Date: <i>4/2/04</i>	
		Signature: <i>[Signature]</i>	Date: <i>4/2/04</i>	

Permit Taken By: Idobson	Date Applied For: 04/02/2004	Zoning Approval	
-----------------------------	---------------------------------	------------------------	--

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <i>1st floor to remain</i> <input type="checkbox"/> Wetland <i>retail like</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>ok with conditions</i> Date: <i>4/2/04</i>	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<p>Historic Preservation</p> <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>Any exterior work requires a separate review and permit</i> Date:
---	---	---	---

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative will have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

RESPONSIBLE PERSON IN CHARGE OF WORK TITLE _____ DATE _____ PHONE _____

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 04-0345	Date Applied For: 04/02/2004	CBL: 027 F023001
------------------------------	--	----------------------------

Location of Construction: 30 City Ctr	Owner Name: Wilhoite Dolores M	Owner Address: 54 Eastern Promenade	Phone:
Business Name:	Contractor Name: Rodway, Peter & Mauria	Contractor Address: 377 Fore ST.4th fl Portland	Phone (207) 773-8449
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Law Offices Tenant Fit-up , 2nd, & 3rd floor	Proposed Project Description: Tenant Fit-up 2nd, & 3rd floor/Law Offices
--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 04/02/2004

Note: **Ok to Issue:**

- 1) ANY EXTERIOR work shall require a separate permit and review.
- 2) This property shall remain a retail use on the first floor (PAD district) and offices on the second and third floor with the issuance of this permit. A change of use shall require a separate permit application for review and approval.
- 3) Separate permits shall be required for any new signage.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 04/09/2004

Note: **Ok to Issue:**

- 1) Exterior fire escape provides second means of egress from the third floor.MJN

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 04/06/2004

Note: **Ok to Issue:**

- 1) fire extinguishers shall be installed in accordance with NFPA 10 standards

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 30 CITY CENTER		
Total Square Footage of Proposed Structure 1600 square feet - renovation <small>8400 - retail</small>	Square Footage of Lot same	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 27-F-23	Owner: currently Dolores M. Wilhoite under contract to close 4-26-04	Telephone:
Lessee /Buyer's Name (If Applicable) Rodway; HORODYSKI, PA.	Applicant name, address & telephone: 377 FORE STREET 4th Floor PORTLAND, ME 04108	Cost Of Work: \$ 40,000 Fee: \$ 381 75 COPIES
Current use: none retail 1st floor, offices 2nd & 3rd 2 units above \$456		
If the location is currently vacant, what was prior use: apartments		
Approximately how long has it been vacant: 1 year		
Proposed use: two offices retail 1st floor, law, offices 2nd & 3rd		
Project description: removal of interior walls - replace in new locations, new floors, renovation of existing bathrooms - one kitchen, central air conditioning		
Contractor's name, address & telephone: Maura; Peter Rodway 377 Fore Street, 4th Floor, Portland		
Who should we contact when the permit is ready: 773-8449 - Peter or Maura		
Mailing address: P.O. Box 874, Portland, ME, 04108		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 773-8449		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorized the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <i>Merrill Rodway</i>	Date: 3-31 APR 3 2004
---	--

This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Jan 10 04 12:40p

Kevin Cloutier

207.787.5156

P. 2

01/10/04 03:03pm P. 002

PURCHASE AND SALE AGREEMENT

1-7 2004

1-10 2004 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between VW Furvestars LLC (hereinafter called "Buyer") and Dolores M. Wilhoite (hereinafter called "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 paragraph 26 for explanation) the property situated in municipality of Frankford (Berwick) County of Cumberland, State of Maine, located at 30 City Center and described in deed(s) recorded at said County's Registry of Deeds Book(s) 11074, Page(s) 306

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 stoves, and electrical fixtures are included with the sale except for the following: n/a

Seller represents that all mechanical components of fixtures will be operational at the time of closing except n/a

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: n/a

Seller represents that such items shall be operational at the time of closing, except: n/a

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 350,000.00
of which DEPOSIT \$ 5,000.00
is included herewith as an earnest money deposit, and an additional amount of PP DEPOSIT \$ 2,000.00
will be paid as additional Earnest Money on 3-17-04 BALANCE DUE \$ 343,000.00
The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: All Pointe Research ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 1-8-04 (date) 5 PM AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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 2-2-04 (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 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

8. DEED: The property shall be conveyed by a QUIT CLAIM WITH COVENANT 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 for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Dolores

PP

PP

Jan 10 04 12:40p

Kevin Cloutier

207.767.5156

P. 3

01/10/04 03:03pm P. 003

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. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (cash price as of date of closing). 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 later provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	g. Mold	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Environmental Scan	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	h. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	i. Arsenic Treated Wood	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	k. Pool	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	l. Zoning	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
				m. Code Conformance	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
				n. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection 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 inspection 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 inspection 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.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____

15. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a Conventional loan of 80 % of the purchase price, at an interest rate not to exceed 6.5 % and amortized over a period of 28 years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 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 to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 15 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the loan commitment. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0.00 toward Buyer's pre-pays, points and/or closing costs.
- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

Jan 10 04 12:40p

Kevin Cloutier

207-767-5156

01/10/04 02:03pm P. 004

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Kirk Goodhue of PORT ISLAND REALTY is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Kevin Cloutier of All Points, Realtors is a Seller Agent Buyer Agent
 Licensee Agency 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.

17. MEDIATION: Any dispute or claim 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. Earnest money disputes are subject to release options in license law and the default clause contained herein.

18. DEFAULT: 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. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

20. 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.

21. 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 or faxed signatures are binding.

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

Explain:

23. 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/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ___ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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 agents prior to, at and after the closing.

26. OTHER CONDITIONS: It is understood and agreed to that the Seller may continue to use the first floor + basement levels of the property until 3/26/04, whether the property closes on that date or before. Under no circumstances shall the Seller occupy the space later than 3/26/04 nor shall the closing take place later than 3/26/04

[Signature]

 (Reference to other documents)

Jan 10 04 12:41p

Kevin Cloutier

207.767.5156

01/10/04 02:03pm P. 005

P. 5

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.

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 Bureau of Taxation.

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 375 PORTLAND, ME 04112

[Signature]
BUYER

559689673
SSN OR TAXPAYER ID#

[Signature]
BUYER

044-60-015
SSN OR TAXPAYER ID#

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] 1-17-04
SELLER DATE

SSN OR TAXPAYER ID#

SELLER DATE

SSN OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____

SELLER

SELLER

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.

[Signature] _____
BUYER DATE

BUYER DATE

EXTENSION: The time for the performance of this Agreement is extended until April 26, 2004

[Signature] 3/17/04
BUYER DATE

[Signature] 3-20-04
SELLER DATE

BUYER DATE

DATE



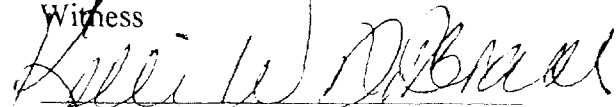
ASSIGNMENT OF PURCHASE AND SALES AGREEMENT

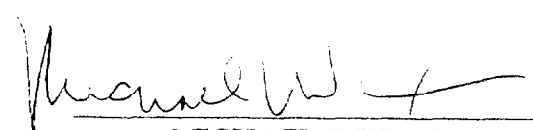
VW INVESTORS LLC, Purchasers under a Purchase and Sales Agreement for 30 City Center, Portland, Maine, dated January 10, 2004, **ASSIGN** all of their interest, rights and obligations as Purchaser under said Purchase and Sales Agreement to RVW INVESTORS, LLC, 377 Fore Street, 4th Floor, Portland, Maine 04104,

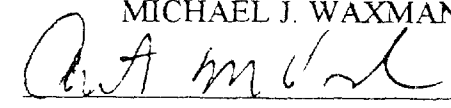
IN WITNESS WHEREOF, Michael J. Waxman and Anthony M. Vorlicek as managers of VW INVESTORS, LLC. have caused this instrument to be executed by hereunto setting hand and seal this 21 day of January, 2004.

Signed, Sealed and Delivered
in presence of


Witness


Witness

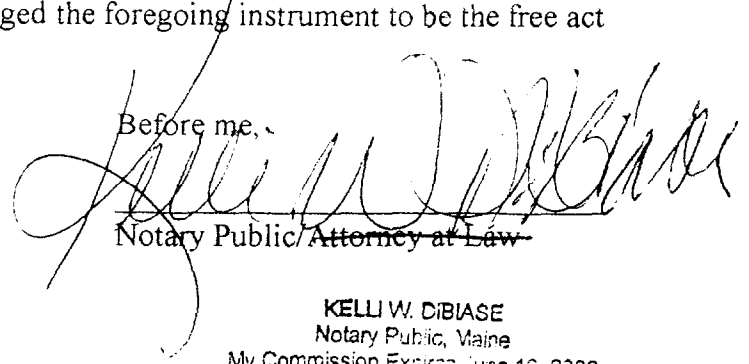

MICHAEL J. WAXMAN


ANTHONY M. VORLICEK

STATE OF MAINE
COUNTY OF CUMBERLAND

January 21, 2004

Personally appeared the above-named Michael J. Waxman and Anthony M. Vorlicek on behalf of VW INVESTORS LLC who on oath acknowledged the foregoing instrument to be the free act and deed of VW INVESTORS, LLC.

Before me, 

~~Notary Public/Attorney at Law~~

KELLI W. DiBIASE
Notary Public, Maine
My Commission Expires June 16, 2006

ASSIGNMENT OF PURCHASE AND SALES AGREEMENT

RVW INVESTORS LLC, Purchaser, by right of an assignment from VW INVESTORS, LLC dated the 21st of January, 2004, of a Purchase and Sales Agreement for 30 City Center, Portland, Maine, dated January 10, 2004, ASSIGN all of their interest, rights and obligations as Purchaser under said Purchase and Sales Agreement to Rodway & Horodyski, PA and/or Peter E. Rodway and Maura H. Rodway, 377 Fore Street, 4th Floor, Portland, Maine 04104,

IN WITNESS WHEREOF, Michael J. Waxman, Peter E. Rodway and Anthony M. Vorlicek as managers of RVW INVESTORS, LLC, have caused this instrument to be executed by hereunto setting hand and seal this 11th day of March, 2004.

Signed, Sealed and Delivered
in presence of

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
MICHAEL J. WAXMAN

[Signature]
ANTHONY M. VORLICEK

[Signature]
PETER E. RODWAY

Proposed Renovations of 30 City Center

General building:

- New oil tank
- Central air conditioning

Second floor renovations:

- Removal of carpet and replacement with hardwood floors
- Removal of 2 (possibly a third) non-load bearing walls
- Construction of one (possibly two) wall - 2x4 - 1/2" sheetrock full →
- Removal of drop ceiling - fix existing ceiling - plaster
- Renovation of bathroom - new fixtures, tile floor
- Renovation of kitchen- new cabinets/floor
- Upgrade electrical/phone/cable system- as necessary

Third floor renovations

- Removal of carpet and replacement with hardwood floors
- Removal of two non-load bearing walls
- Removal of kitchen
- Renovation of bathroom-new fixtures, tile floor
- Removal of closet
- Upgrade electrical/phone/cable - as necessary

Stairway:

- Removal of door to third floor
- Removal of plaster on walls to reveal brick
- Electrical upgrades- as necessary
- Stairs to be fixed if needed - replace treads only as needed (with same size treads)

any interior partition walls will be constructed by 2x4 and 1/2" sheetrock - full wall

any ceiling will be plaster.

