

PURCHASE AND SALE AGREEMENT

For mutual valuable consideration both given and received, the undersigned parties have reached certain agreements and understandings relating to the purchase and sale of certain real estate and desire to memorialize their agreements and understandings in a single legally binding agreement and hereby do so as follows, to wit:

1. PARTIES. This 30th day of December 2015 (the "Effective Date"), **M&D Federal, LLC**, a Maine limited liability company ("Seller") hereby agrees to SELL and **Luminato Condominium, LLC**, a Maine limited liability company ("Buyer") agrees to BUY, upon the terms hereinafter set forth, certain real estate described herein.

2. DESCRIPTION. This Purchase and Sale Agreement (the "Agreement") shall include a portion of the real estate of Seller located at 100 Federal Street in Portland Maine along with an access easement all as more particularly described in the attached Exhibit A (the "Premises"). The Premises consists of a portion of the real estate owned by Seller by virtue of a deed received from ReBeCo, LLC on even date and recorded in the Cumberland County Registry of Deeds at Book _____, Page _____.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES; LEASES. Included in the sale as a part of said Premises are all the buildings, structures, and improvements now thereon, including without limitation any fences, trees, shrubs, plants.

4. TITLE DEED. The Premises are to be conveyed by a good and sufficient quitclaim deed with covenant and all personal property by warranty bills of sale running to the BUYER, and said deed shall convey a good and clear record and insurable fee simple title thereto, free from all encumbrances and encroachments except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record provided same do not prohibit or interfere with Buyer's intended use and development of the Premises.

5. PURCHASE PRICE. The Purchase Price is \$1. Additionally, BUYER, at no expense to SELLER, shall permit and replace the existing porch and decks on 100 Federal Street as set forth in paragraph 7 below.

6. CLOSING IN ESCROW. The Closing of the transaction is to occur no later than December 31, 2015 at the office of BUYER's attorney unless otherwise agreed upon in writing. The Closing shall be held in escrow until completion of the work of BUYER set forth in paragraph 7 below. Upon completion of the work, or such earlier date agreed upon in writing by

SELLER and BUYER, the deed shall be released from escrow and recorded in the Cumberland County Registry of Deeds (the "Release From Escrow Date").

7. **PORCH/DECK REPLACEMENT.** As part of the consideration of this Agreement, BUYER shall, at no expense to SELLER, obtain all necessary permits from the City of Portland authorizing BUYER to remove and replace the existing porch and decks on 100 Federal Street, and BUYER shall remove and replace the same, consistent with the plans for the porch and deck replacement attached hereto as Exhibit B. BUYER shall perform this work in a workmanlike manner and shall do so at the least disruption practicable to SELLER's, and its tenants', quiet use and enjoyment of the Premises. BUYER hereby indemnifies SELLER from any liability associated with the work to be performed by BUYER as set forth in this paragraph and shall obtain liability insurance for this work, naming SELLER as an additional insured, in an amount sufficient to protect SELLER from any liability associated with this work.

8. **POSSESSION AND CONDITION OF PREMISES.** Full possession of said Premises, free of all debris, except as herein provided, is to be delivered on the Release From Escrow Date, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with the provisions of this Agreement. The BUYER shall be entitled to inspect said premises prior to the Release From Escrow Date.

9. **BUYER'S DEFAULT; DAMAGES.** If the BUYER shall fail to fulfill the BUYER's agreements herein, SELLER shall have all rights and remedies available at law or in equity, including without limitation, the right to specific performance.

10. **SELLER'S DEFAULT; DAMAGES.** In the event that SELLER fails to perform his obligations under this Agreement, BUYER shall have all rights and remedies available at law and equity, including , without limitation, the right to specific performance.

11. **CONSTRUCTION OF AGREEMENT.** This Agreement, which may be executed in multiple counterparts, is to be construed as a Maine contract, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only as provided herein or by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

12. **ASSIGNMENT:** The rights of BUYER under this Agreement shall be assignable to another entity under the control of BUYER and shall otherwise not be assignable without the prior written consent of SELLER which consent may be withheld by SELLER at SELLER's sole discretion

13. **PRIOR AGREEMENTS:** This Agreement supersedes all prior written or any oral agreements between the parties with respect to the transaction contemplated herein.

14. MEDIATION. BUYER and SELLER agree to submit any dispute arising out of, or relating to, this Agreement to non-binding mediation, as a precondition to any litigation relating to, or arising out of, this Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

BUYER:

M&D Federal, LLC

LUMINATO CONDOMINIUM, LLC

By:



By:



SCHEDULE A

A certain lot or parcel of land located on the southeasterly side of Federal Street but not adjacent thereto, in the City of Portland, County of Cumberland, State of Maine, as shown on the Reconfigured Boundary Survey prepared for ReBeCo, LLC, last revised December 28, 2015 by Northeast Civil Solutions to be recorded in the Cumberland County Registry of Deeds (the "Plan"), being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS, INC PLS 1314" on the southeasterly right-of-way line of Federal Street at the westerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28560, Page 326;

THENCE S 51°37'54" E along the southwesterly line of said ReBeCo, LLC 45.51' to a point, being the TRUE POINT OF BEGINNING;

THENCE N 52°54'11" E along the southeasterly line of the remaining land of said ReBeCo, LLC, 29.61' to an angle point;

THENCE N 45°12'04" E along the southeasterly line of the remaining land of said ReBeCo, LLC, 2.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the westerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 27521, Page 102;

THENCE S 49°08'41" E along the southwesterly line of said ReBeCo, LLC (Book 27521, Page 102), 42.66' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being on the northwesterly line of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 27536, Page 290;

THENCE S 37°40'29" W along the northwesterly line of said ReBeCo, LLC (Book 27536, Page 290), 32.28' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being on the northeasterly line of land N/F of City of Portland;

THENCE N 46°58'57" W along the northeasterly line of said City of Portland, 43.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314";

THENCE N 51°37'54" W continuing along the northeasterly line of said City of Portland, 7.82' to the TRUE POINT OF BEGINNING.

The above described parcel contains 1,460 s.f. more or less.

Meaning and intending to describe a portion of the land as conveyed from ReBeCo, LLC to M&D Federal, LLC dated December 30, 2015 and recorded in said Registry of Deeds at Book _____, Page _____.

The basis of bearing for the above described parcel is Grid North.

ACCESS EASEMENT DEED

KNOW ALL BY THESE PRESENTS THAT, M&D FEDERAL, LLC a Maine limited liability company, having a place of business in Portland, Maine (“Grantor”), for consideration paid, grants to LUMINATO CONDOMINIUM, LLC, a Maine limited liability company having a place of business in Portland, Maine, its successors and assigns (“Grantee”), a perpetual access easement appurtenant to Grantee’s land in Portland, Maine consisting of consolidated parcels more particularly described in 1) the Deed from Grantor to Grantee dated December 30, 2015 and recorded at the Cumberland County Registry of Deeds in Book _____, Page ___ and 2) the Deed from ReBeCo, LLC to Grantee dated December 30, 2015 and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ (together the “Benefitted Land”), burdening that certain portion of Grantor’s land portrayed as “Access Easement Area” on the plan attached hereto as Exhibit A (the “Access Easement Area”), said Access Easement Area being a portion of Grantor’s land at 100 Federal Street, Portland, Maine more particularly described in the Deed from Rebeco, LLC to Grantor dated December 30, 2015, and to be recorded in said Registry prior hereto. Grantor and Grantee acknowledge and agree that the location of the Access Easement Area as shown on Exhibit A is subject to relocation if required by the City of Portland in connection with Grantee’s future use and development of the Benefitted Land, in which case Grantor and Grantee will enter into an amendment to this Easement Deed to describe the relocated Access Easement Area.

Subject to the restrictions set forth below, said right of way and easement, as currently maintained or as may be improved by the Grantee, shall be for all purposes now or hereafter customary of a road or way, including the right to pass and repass, in common with others, by foot or by vehicle, (including emergency and rescue vehicles) to and from the Benefitted Land to Federal Street, Portland, Maine, together with the right to install, maintain, repair and replace underground utilities only within the Access Easement Area, and the right to make such other improvements to the Access Easement Area as the City of Portland may require for purposes of providing vehicular and pedestrian access in connection with Grantee’s future use and development of the Benefitted Land. Grantor reserves the right to relocate the underground utilities at Grantor’s sole cost and expense provided such relocation will not materially interfere with Grantee’s use and enjoyment of the Benefitted Property and Grantor provides Grantee detailed plans with respect to such relocated utilities prior to such relocation. Together with the right to construct, repair, improve and maintain said right of way and easement for such purposes and to construct, repair, and maintain thereunder such wires, cables, lines, pipes, poles, braces, supporting, retaining, and stabilizing structures, and paving and striping as may be useful in connection with the foregoing, the preceding enumeration being descriptive and not in limitation of the Grantee’s rights for the purposes herein mentioned, subject to the limitations set forth below. Except for the underground utilities and those required by the City of Portland, the Grantee, its successors and assigns, shall have no right to erect or construct a building, structure, fence, lampposts, or curbing of any kind or nature, or any other permanent structure in the Access Easement Area.

Reserving to the Grantors, its successors and assigns, the use and enjoyment of the Access Easement Area for all such purposes as will not unreasonably interfere with the perpetual use thereof by the Grantee, its successors and assigns, for the purposes herein mentioned.

All rights described above in this Easement Deed are only for the benefit of the Benefitted Land, and such rights may not be transferred to benefit land other than the Benefitted Land.

Grantor and Grantee have the right to enforce the easements, covenants and agreements contained herein by proceedings at law or in equity. Grantor and Grantee agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs incurred therein.

Notwithstanding anything to the contrary set forth herein, the above-described easement is conveyed subject to, and the Grantee, by its acceptance of this Easement Deed, for itself and its successors and assigns, covenants and agrees that above-described easement, shall be subject to the following restrictions, covenants and requirements, which restrictions, covenants and requirements shall run with the land and shall be binding upon the owner of the Benefitted Property:

1. Any utilities installed after the date hereof by or for the benefit of Grantee shall be for the sole benefit of the Benefitted Property, unless otherwise agreed in writing by Grantor.
2. Grantee shall not park or permit the parking of vehicles or storage of any kind within the Access Easement Area.
3. Grantee shall restore the surface of the Access Easement Area wherever disturbed by Grantee, in the exercise of its rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed, including the restoration of any landscaping and trees.
4. Grantee shall enter upon the Access Easement Area and shall exercise its rights hereunder at its sole risk and expense. Grantee hereby releases Grantor, its successors and assigns from, and agrees to indemnify, defend (with counsel acceptable to Grantor) and hold Grantor, and its successors and assigns harmless from and against any and all losses, costs, claims, expenses and liabilities suffered by Grantor, its successors or assigns, on account of any injury to persons or damage to property (i) arising out of the exercise by Grantee of its rights hereunder; or (ii) caused by Grantee, or any agents, employees, invitees or contractors of Grantee while Grantee, or any agents, employees, invitees or contractors of Grantee, are on the Access Easement Area pursuant to, or are exercising the rights granted by, this easement; or (iii) on account of any breach by Grantee of the agreements, covenants, and warranties of Grantee set forth herein.

5. As a condition to the exercise by Grantee of its rights hereunder, Grantee shall obtain and keep in force general liability insurance with respect to the Access Easement Area and activities related thereto in such amounts as Grantor shall reasonably request from time to time, which insurance shall name Grantor, its mortgagee, and their respective successors and assigns, as additional insured and which shall provide for not less than 20 days notice to Grantor, its successors and assigns, prior to any termination, expiration or modification of such coverage. Grantees shall deliver evidence of such insurance to Grantor upon request.

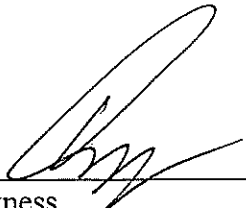
6. Grantee shall keep the Access Easement Area free of any mechanics lien arising out of or relating to any work done in connection with or relating to Grantee's use of the easement. If any mechanics lien is filed as a result of any work done by or for the benefit of Grantee, and such lien is not released within 10 days after written demand by Grantor, Grantor shall have the right, but not the obligation, to pay the claim giving rise to such lien, and any other amounts necessary to cause such lien to be released, whereupon Grantee shall reimburse Grantor upon demand.

This Agreement contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the items contemplated by this Agreement.


This Agreement shall be governed by and interpreted under the laws of the State of Maine.

[signatures appear on following page]


IN WITNESS WHEREOF, the said Grantor and Grantee have through their authorized agents caused this instrument to be signed this 30th day of December, 2015.



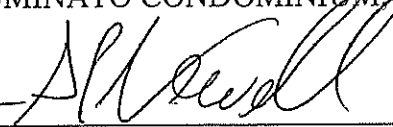
Witness

M&D FEDERAL, LLC


By: Marah Monks, its Manager



Witness

LUMINATO CONDOMINIUM, LLC


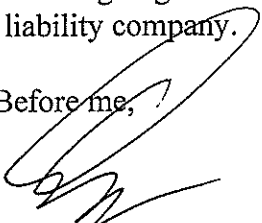
By: _____, its Manager

STATE OF MAINE
CUMBERLAND, SS.

December 30, 2015

Personally appeared the above-named, Marah Monks, manager of M+D Federal, LLC, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of such limited liability company.

Before me,



Notary Public/Attorney at Law
Drew H. Anderson

Printed Name