

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of the Effective Date (as defined in Section 1.2), by and between **DREAM PORT 3, LLC**, a Maine limited liability company, having an office at 75 Woodland Park Drive, Tenafly, New Jersey 07670 ("Seller"), and **COOPER PROPERTIES, INC.**, a Maine corporation, having an office at 5 Milk Street, 3rd Floor, Portland, Maine 04112 ("Purchaser").

ARTICLE I

Purchase and Sale; Effective Date

Section 1.1. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase, at the price and upon the terms and conditions of this Agreement, the following items (collectively, the "Property"):

(i) certain parcels of land located at or near Fore Street and Wharf Street, in the City of Portland, Count of Cumberland and State of Maine, as more particularly described on Exhibit A annexed hereto, together with the buildings, fixtures, parking areas, and improvements located thereon that are owned by Seller (the "Real Property"), which is commonly known as 432, 434, 436, 442 and 444 Fore Street and 40, 41,42,43, and 45 Wharf Street; and

(ii) all of Seller's right, title and interest in and to the leases which relate to the Real Property described on Exhibit B annexed hereto, including the guaranties, security deposits and/or letters of credits, if any, associated therewith.

Section 1.2. The "Effective Date" of this Agreement is the date that the last of the parties has executed this Agreement, as indicated alongside such party's signature.

ARTICLE II

Purchase Price; Escrow

Section 2.1. The purchase price for the Property (the "Purchase Price") shall be \$7,500,000.00. The Purchase Price shall be payable as follows:

(a) \$50,000 by a wire transfer to an account specified by an agent of First Amercian Title Insurance Company that is located in Maine and chosen by Purchaser (the "Escrow Agent") on or before 5:00 p.m. (Portland, Maine time) on the 2nd business day following the date on which Purchaser executes this Agreement (said payment being hereinafter referred to as the "Initial Deposit");

(b) \$250,000 by a wire transfer to an account specified by the Escrow Agent on or before 5:00 p.m. (Portland, Maine time) on the last day of the Inspection Period (said payment being hereinafter referred to as the "Additional Deposit" and, together with the Initial Deposit, the "Deposit"); and

(c) the balance of the Purchase Price (\$7,200,000.00), subject to adjustment pursuant to the provisions of Section 7.3, on the Closing Date (as defined in Section 7.2), in immediately available funds, by a wire transfer to the Escrow Agent.

Section 2.2. The Deposit shall be held by the Escrow Agent in a separate, federally insured, interest-bearing escrow account in accordance with the provisions of this Agreement, including, without limitation, the supplemental escrow instructions set forth on Exhibit C annexed hereto. Any interest earned on the Deposit shall be paid to Purchaser except as expressly provided in Section 4.4 and Section 10.1. In the event there is a conflict between the provisions of this Agreement and the provisions of the supplemental escrow instructions, the provisions of this Agreement shall govern.

ARTICLE III
Seller's Documents; As Is

Section 3.1.

(a) Seller has delivered to Purchaser, or has made available to Purchaser, the documents identified on Exhibit D annexed hereto (the "Seller's Documents"). Seller does not represent or warrant to Purchaser the accuracy or completeness of any of Seller's Documents that are prepared by a third party. Seller's Documents are being delivered to Purchaser as an accommodation only and without recourse to Seller. Within two business days after the Effective Date Seller shall provide Purchaser with copies of all of the Leases and amendments thereto.

(b) Purchaser agrees that any and all information delivered by Seller or its agents and representatives with respect to the Property, that is not publicly available (hereinafter referred to as "non-public information"), shall be held by Purchaser in confidence and not released or shared with anyone except (i) Purchaser shall be entitled to make such disclosures to its investors, shareholders, members, partners, affiliates, lenders (including proposed lenders), employees, and professional advisors (collectively, "Purchaser's Representatives") to the extent reasonably necessary to allow Purchaser to evaluate the Property, provided such Purchaser's Representatives agree to be bound by the terms of this Section 3.1(b), and (ii) Purchaser shall be entitled to make such disclosure to the extent required by law (including any disclosure required under any federal or state securities law), or by any rules or policies of any governmental body, provided Purchaser notifies Seller of the nature of and reason for such disclosure at least ten (10) business days prior to making such disclosure. If for any reason this transaction does not close, any such information and any copies that have been made by Purchaser shall be promptly returned to Seller or upon notice to Seller, destroy such documents and copies. The provisions of this Section shall survive the termination of this Agreement.

Section 3.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER, NOR ANY OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT SELLER, HAS MADE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING (i) THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL OR PHYSICAL CONDITION THEREOF, OR (ii) THE LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE PROPERTY, OR THE COMPLIANCE OF THE PROPERTY THEREWITH, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, RULES OR REGULATIONS, OR (iii) THE SUITABILITY OR FITNESS OF THE PROPERTY FOR THEIR CURRENT USE OR PURCHASER'S PROPOSED USE, OR (iv) ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS", WITH ALL FAULTS, AND THAT PURCHASER IS RELYING SOLELY ON ITS OWN OPINIONS AND THE OPINIONS OF PURCHASER'S AGENTS AND CONSULTANTS AS TO THE CONDITION OF THE PROPERTY,

THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL LAWS, RULES AND REGULATIONS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LAWS, RULES AND REGULATIONS, AND THE SUITABILITY OR FITNESS OF THE PROPERTY FOR THEIR CURRENT USE AND PURCHASER'S PROPOSED USE. PURCHASER DOES HEREBY FOREVER RELEASE SELLER OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, LIABILITY FOR CONTRIBUTION, AND ALL OTHER LIABILITIES ARISING OUT OF THE CONDITION OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, INCLUDING CONDITIONS CAUSED BY THE NEGLIGENCE OF SELLER, BUT EXCLUDING ANY LIABILITIES TO THE EXTENT THEY ARISE OUT OF THE BREACH BY SELLER OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE, VALIDITY AND TRANSFERABILITY OF, AND OTHERWISE SECURING, ALL NECESSARY PERMITS AND LICENSES NECESSARY FOR ITS OPERATION OF THE PROPERTY.

ARTICLE IV
Due Diligence and Financing Contingencies

Section 4.1.

(a) Purchaser shall have the right, at its sole cost and expense, to conduct inspections and tests of the Real Property and to perform such other due diligence with respect to the Real Property as Purchaser deems reasonably necessary. Purchaser acknowledges and agrees that its inspection right shall expire on the date that is 37 days after the Effective Date (such period being hereinafter referred to as the "Inspection Period"). Purchaser may accelerate the end of the Inspection Period to an earlier date by notice to Seller. During the Inspection Period Purchaser shall use commercially reasonable efforts to obtain a commitment from a financial institution for a loan to Purchaser at a prevailing interest rate to be secured by a mortgage on the Property (a "Financing Commitment"). Purchaser may seek a Financing Commitment for up to 75% of the Purchase Price, but Purchaser may not terminate this Agreement based on its financing contingency as long as it is able to obtain a Financing Commitment of at least 65% of the Purchase Price. If, in connection with the performance of its due diligence and seeking a Financing Commitment, Purchaser and/or its engineers, architects, consultants, contractors, or representatives of prospective lenders require access to the Real Property, Seller agrees to reasonably cooperate with Purchaser and such representatives; provided, however, such access shall be during normal business hours and after reasonable prior notice (not less than two (2) business days) to Seller or its designated agents pursuant to Section 12.1. In connection with its due diligence investigation, Purchaser covenants and agrees that the inspections and tests shall be conducted in such a manner that they do not cause any unreasonable interference with the business operations of the tenants on the Real Property and that neither Purchaser, nor its employees, agents, engineers, consultants, contractors or other representatives, shall conduct any interviews with any employees of the tenants without the prior approval of the tenant in question and without giving Landlord's representative an opportunity to be present.

(b) Purchaser shall not have the right to conduct any invasive environmental testing without the prior written approval of Seller, which approval shall be in Seller's sole discretion. If Purchaser requests Seller's consent to the conduct of any invasive environmental testing, Purchaser shall attach to said request a true and complete copy of the environmental report that recommends such additional invasive environmental testing; and Purchaser authorizes Seller and/or its representatives to discuss such recommendations with Purchaser's consultant so long as Purchaser is given an opportunity to participate in those discussions. Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Purchaser shall be responsible for the cost of all environmental testing (including, without limitation, any additional invasive environmental testing approved by Seller).

Section 4.2. If Purchaser or any engineer, consultant, contractor, or other representative of Purchaser desires to perform any physical inspection or test of the Real Property or any work on the Real Property, then, prior to the commencement of such inspection, test or work, Purchaser shall deliver to Seller evidence that Purchaser (or its affiliate) and/or such engineer, consultant, contractor, or other representative, whichever is applicable, has obtained and is maintaining commercial general liability insurance in an amount not less than \$1,000,000.00 that names Seller as an additional insured thereon and that insures Seller against injury, death and property damage on or about the Real Property that arises out of the acts, negligence and omission of Purchaser and/or such engineer, consultant, contractor or other representative; such coverage may be provided under any blanket policy maintained by Purchaser (or its affiliate) and/or such engineer, consultant, contractor, or other representative so long as such policy shall contain a "per location" endorsement ensuring that the above stated policy limits are available separately for any injury, death and property damage relating to the Real Property and are not reduced by claims arising from injury, death or property damage at other locations. Purchaser shall comply with, and shall use commercially reasonable efforts to cause its engineers, consultants, contractors and other representatives to comply with, all laws, rules and regulations of any governmental authority and to obtain all licenses and permits required in connection with such activities.

Section 4.3. Purchaser agrees to indemnify and hold Seller harmless from and against any property damage or personal injury or claim or lien against the Real Property caused by Purchaser or its representatives and arises out of or in connection with such access, inspection, test, or assessment by Purchaser or its representatives. The foregoing agreement to indemnify and hold Seller harmless applies to claims asserted by Purchaser's employees without regard to any immunity that Purchaser may have under workers compensation laws. Such indemnification shall survive the closing or earlier termination of this Agreement.

Section 4.4. If the Real Property is physically damaged or altered, and if such damage or alteration is caused by Purchaser or its representatives and arises out of or in connection with such access, inspection, test, or assessment by Purchaser or its representatives under this Agreement, and if this Agreement is subsequently terminated, then Purchaser agrees to promptly repair and/or restore the Real Property to the condition which existed immediately prior to such damage or alteration, normal wear and tear excepted. Supplementing the foregoing, if Purchaser is entitled to a return of the Deposit in connection with said termination, Purchaser acknowledges and agrees that the Escrow Agent shall retain the Deposit, and any interest accrued thereon, until such repair and/or restoration is completed notwithstanding anything to the contrary contained in this Agreement. In addition, Purchaser agrees that Seller shall have the right to complete such repair and/or restoration if Purchaser has not completed the same within thirty (30) days after the termination of this Agreement; in such event, the Escrow Agent is hereby directed to reimburse Seller from the Deposit, including the interest accrued thereon, for the reasonable out-of-pocket costs and expenses incurred by Seller and documented to Purchaser's reasonable satisfaction with respect to such repair and/or restoration. Such repair and/or restoration obligation shall survive the termination of this Agreement.

Section 4.5.

(a) Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied with the Property or the information obtained by Purchaser during the Inspection Period or if Purchaser has been unable to obtain a Financing Commitment as described herein.

(b) To exercise such termination right, Purchaser shall give written notice of termination to Seller on or before 10:00 a.m. (Portland, Maine time) on the last day of the Inspection Period, which notice may be sent by email, with a follow-up by overnight mail. If Purchaser gives notice of

termination on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, Seller shall instruct the Escrow Agent to return the Deposit to Purchaser (subject to the provisions of Section 4.4), and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser fails to give notice of termination on or before said deadline, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.5.

(c) If this Agreement is terminated by Purchaser in accordance with this Section 4.5 or any other provision of this Agreement, Purchaser shall return to Seller all documents provided to Purchaser from Seller, and any copies thereof made by Purchaser, or, upon notice to Seller, destroy such documents and copies. In addition, Seller may request, in writing, a copy of any or all independent third party reports, surveys, plans, studies and analysis prepared by or for Purchaser with respect to the Real Property (other than (i) any internal analysis, summaries and/or reports and (ii) any written information deemed to be attorney work product); upon receipt of such request, Purchaser shall deliver to Seller, without the payment by Seller of any fee or other consideration, a copy of each report, survey, plan, study and analysis prepared by or for Purchaser with respect to the Real Property. Purchaser agrees that any and all non-public information obtained by Purchaser or its agents and representatives with respect to the Real Property, including without limitation all reports, surveys, plans, studies and analysis prepared by or for Purchaser with respect to the Real Property, shall be held by Purchaser in confidence and not released or shared with anyone except (i) Purchaser shall be entitled to make such disclosures to Purchaser's Representatives to the extent reasonably necessary to allow Purchaser to evaluate the Property, provided such Purchaser's Representatives agree to be bound by the terms of this Section 3.1(b), and (ii) Purchaser shall be entitled to make such disclosure to the extent required by law (including any disclosure required under any federal or state securities law), or by any rules or policies of any governmental body provided Purchaser notifies Seller of the nature of and reason for such disclosure at least ten (10) business days prior to making such disclosure. The provisions of this Section shall survive the termination of this Agreement.

Section 4.6. In the event this Agreement is not terminated pursuant to the provisions of this Article IV, Purchaser shall send the Additional Deposit to the Escrow Agent upon the expiration of the Inspection Period and the Deposit shall be deemed non-refundable except as otherwise expressly provided in this Agreement.

ARTICLE V State of Title

Section 5.1. Title to the Real Property shall be marketable and insurable at regular rates by an agent selected by Purchaser doing business in the State of Maine as agent for First American Title Insurance Company (the "Title Insurer"), subject only to the following matters (all of which are hereinafter collectively referred to as "Permitted Exceptions"): (i) all matters of record affecting the Real Property as of the Effective Date (other than those mortgages or other encumbrances that Seller is obligated to remove under the provisions of Section 5.2(c)); (ii) the real estate taxes not due and payable as of the Closing Date; (iii) any state of facts an accurate land title survey of the Real Property would disclose; (iv) zoning and land use matters; (v) the standard printed exceptions set forth in the current ALTA owner's title insurance policy form; and (vi) any title or Survey defects waived or deemed to be waived by Purchaser pursuant to Section 5.2 below. For the purposes of this Article V, the term "Title Date" shall mean the date of Purchaser's title commitment or, if Purchaser elected not to obtain said title commitment, the last day of the Inspection Period.

Section 5.2.

(a) Seller's Documents include the owner's title insurance policy issued by Title Insurer to Seller, and the survey obtained by Seller, at the time that it acquired the Property. During the Inspection Period, Purchaser shall have the right, at its sole cost and expense, to update said title and survey with respect to the Real Property and to obtain a title commitment and a current as-built survey of the Real Property (the "Survey"). If Purchaser is not satisfied, in its sole discretion, with the results of its title and Survey review for any reason (including, without limitation, any concerns regarding the Permitted Exceptions), then Purchaser shall have the right, by notice given to Seller on or before 5:00 p.m. (Portland, Maine time) on the last day of the Inspection Period, to either (i) terminate this Agreement or (ii) specify those matters in title or Survey that are not acceptable to Purchaser ("Title Defect Notice"). If Purchaser elects to terminate this Agreement on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, Seller shall instruct the Escrow Agent to return the Deposit to Purchaser (subject to the provisions of Section 4.4), and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. In the event Purchaser fails to give Seller said termination notice or the Title Defect Notice on or before said deadline, then Purchaser shall be deemed to have accepted the Permitted Exceptions and to have accepted any other title or Survey defects existing as of the Title Date, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

(b) In connection with any defect in title that arises after the Title Date, Purchaser shall notify Seller of such defect in title or Survey on or before the Closing. In the event Purchaser fails to give Seller notice of such defect in title or Survey on or before said deadline, then Purchaser shall be deemed to have accepted such title or Survey defect, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement. With respect to any such title or Survey defect, Purchaser shall have the right, by notice given to Seller on or before 10:00 a.m. on the Closing Date, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to this Section 5.2(b), then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit to Purchaser (subject to the provisions of Section 4.4), and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that Seller shall have no obligation to remove any title or Survey defects or to incur any cost or expense in connection therewith other than to obtain a release of the following: (i) Mortgage, Assignment of Leases and Rents and Security Agreement from Seller to Starwood Mortgage Capital LLC dated as of December 30, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31269, Page 275, and assigned by Assignment dated December 30, 2013 and recorded in said Registry of Deeds in Book 31269, Page 336 and Assignment dated February 20, 2014 and recorded in said Registry of Deeds in Book 31398, Page 12 (the "Mortgage"), (ii) Assignment of Leases and Rents from Seller to Starwood Mortgage Capital LLC dated as of December 30, 2013 and recorded in said Registry of Deeds in Book 31269, Page 308 and assigned by Assignment dated December 30, 2013 and recorded in said Registry of Deeds in Book 31270, Page 1 and Assignment dated February 20, 2014 and recorded in said Registry of Deeds in Book 31398, Page 20 (the "ALR") and (iii) UCC Financing Statement naming Seller as Debtor and Starwood Mortgage Capital LLC as secured party recorded in said Registry of Deeds in Book 313269, Page 325 and assigned by Assignment recorded in said Registry of Deeds in Book 31270, Page 10 and Assignment recorded in said Registry of Deeds in Book 31398, Page 28 (the "Fixture Filing"). The loan that is secured by the Mortgage, ALR and Fixture Filing prohibits prepayment and it will therefore be necessary to follow the procedures set forth in the loan documents for a defeasance of the loan (the "Defeasance"). Promptly following the expiration of the Inspection Period and the payment of the Additional Deposit Seller will send

the required notices to start the Defeasance process and use reasonable efforts to have the servicer of the loan commit to a proposed date for the Defeasance, which shall be no less than 21 days, and no more than 45 days, after the end of the Inspection Period (the "Defeasance Date"). Seller shall promptly notify Purchaser of the proposed Defeasance Date and the scheduled Closing Date hereunder shall be the same as the scheduled Defeasance Date. Purchaser acknowledges and agrees that Seller shall use a portion of the Purchase Price to provide the funds necessary to accomplish the Defeasance and Purchaser agrees to execute escrow instructions or other documents required in connection with the Defeasance and acknowledges that it may be required to fund the Purchase Price into an escrow account on the day prior to the Defeasance Date. In the event that the Defeasance Date is delayed for any reason, the Closing Date hereunder shall be delayed by the same period, up to a maximum of ten (10) days.

ARTICLE VI Representations

Section 6.1.

(a) Seller represents and warrants to Purchaser, as of the Effective Date and at the Closing Date, the following:

(i) Seller is a limited liability company validly existing and in good standing under the laws of the State of Maine.

(ii) The execution, delivery and performance of this Agreement by Seller are within Seller's powers and have been duly authorized by all necessary limited liability company action. Further, all requisite limited liability company action shall be taken in connection with the Closing and the execution and delivery of the instruments referenced in this Agreement and for the consummation of the transaction contemplated hereby and no further approval or consent is required for Seller to execute, deliver or perform this Agreement. The person whose signature appears below for Seller is duly authorized to execute and deliver this Agreement.

(iii) To the best of Seller's knowledge: (A) there are no condemnation or eminent domain proceedings pending or contemplated against the Real Property or any part thereof; (B) Seller has received no written notice of the desire of any public authority or other entity to take or use the Real Property or any part thereof.

(iv) To the best of Seller's knowledge the leases and tenancies listed on Exhibit B annexed hereto (collectively, the "Leases") are in full force and effect, except as noted thereon.

(v) Seller has not filed for bankruptcy and no petition in bankruptcy or assignment for the benefit of creditors or petition seeking reorganization is pending against Seller.

(vi) Except for the parties in possession pursuant to the Leases, there are no leases or parties in possession of any part of the Property and Seller has not granted to any person or entity any option to purchase, any right of first refusal, or any right of first offer to purchase the Real Property.

(b) The representations contained in Section 6.1(a) shall survive the Closing for a period of six (6) months from the Closing Date.

(c) For purposes of this Agreement and any document delivered at Closing, whenever the phrases "based on Seller's actual knowledge," "to the best of Seller's knowledge," or the "knowledge" of Seller, or words of similar import are used, they shall be deemed to refer to the actual knowledge of Stephen Wolgin, without any independent investigation.

Section 6.2.

(a) Purchaser Seller represents and warrants to Seller, as of the Effective Date and at the Closing Date, the following:

(i) Purchaser is a corporation validly existing and in good standing under the laws of the State of Maine.

(ii) The execution, delivery and performance of this Agreement by Purchaser are within Purchaser's powers and have been duly authorized by all necessary corporate action. Further, all requisite corporate action shall be taken in connection with the Closing and the execution and delivery of the instruments referenced in this Agreement and for the consummation of the transaction contemplated hereby and no further approval or consent is required for Purchaser to execute, deliver or perform this Agreement. The person whose signature appears below for Purchaser is duly authorized to execute and deliver this Agreement.

(iii) Neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Purchaser) is or will be an entity or person (A) that is subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO 13224"), (B) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website) (C) who commits, threatens to commit or supports "terrorism", as that term is defined in EO 13224, (D) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO 13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (E) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (A) - (D) above are herein referred to as a "Prohibited Person").

(iv) Purchaser has sufficient financial resources to be able to fund the difference between the Purchase Price (including closing costs hereunder) and the net proceeds available pursuant to the Financing Commitment.

(v) Purchaser acknowledges that the Real Property contains dwelling units built prior to 1978 and that it is hereby notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women and that the seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known leadbased paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. The foregoing disclosure is made in accordance with applicable Federal law.

(b) The representations contained in Section 6.2(a) shall survive the Closing for a period of six (6) months from the Closing Date.

ARTICLE VII
Closing Obligations; Closing

Section 7.1.

(a) On the Closing Date, Seller shall deliver to Purchaser the following documents, in form and substance reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Seller and/or perform the following Seller tasks:

(i) a Maine form Quitclaim Deed with Covenant (the "Deed"), in proper statutory form for recording, conveying title to the Real Property to Purchaser subject only to the Permitted Exceptions;

(ii) an Assignment and Assumption of Leases, in the form annexed hereto as Exhibit E pursuant to which Seller assigns to Purchaser all of Seller's right, title and interest in and to the Leases, and Purchaser assumes the obligations of Seller under the Leases;

(iii) a non-foreign person affidavit stating that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980;

(iv) a notice to the tenants under the Leases advising them of the sale of the Property and the address to which future rent payments are to be sent;

(v) a closing statement;

(vi) the fully executed originals of any Leases that are in Seller's possession and control, and a copy of any files relating to the Leases and to the management, maintenance or repair of the Property that are in Seller's possession and control;

(vii) a certificate executed by Seller to the effect that all representations and warranties made by Seller in this Agreement pursuant to Section 6.1 continue to be true and correct in all material respects on the Closing Date; and

(xi) such other customary documents or instruments reasonably required to carry out the intent of this Agreement, including reasonable evidence of Seller's authority to sell the Property and an owner's affidavit in a form sufficient to omit the parties in possession exception and the mechanic's lien exception from an owner's policy.

(b) On the Closing Date, Purchaser shall deliver to Seller the balance of the Purchase Price, as adjusted pursuant to the provisions of Section 7.3, and the following documents, in form and substance reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Purchaser:

(i) the Assignment and Assumption of Leases;

(ii) the notice to the tenants under the Leases;

(iii) a closing statement;

(iv) a certificate executed by Purchaser to the effect that all representations and warranties made by Purchaser in this Agreement pursuant to Section 6.2 continue to be true and correct in all material respects on the Closing Date; and

(v) such other customary documents or instruments reasonably required to carry out the intent of this Agreement.

Section 7.2. The closing (the "Closing") shall take place as an escrow closing the same day as the Defeasance Date. The day on which the Closing occurs is hereinafter referred to as the "Closing Date." TIME IS OF THE ESSENCE as to the Closing Date.

Section 7.3.

(a) All apportionments and adjustments shall be made as of 11:59 p.m. on the day immediately preceding the Closing Date.

(b) The following apportionments and adjustments shall be made:

(i) Real estate taxes, assessments and other governmental charges based on the fiscal year assessed, except as provided in the next succeeding sentence. If such real estate taxes, assessments and other governmental charges have not been determined as of the Closing Date, such amounts shall be apportioned on the basis of the real estate taxes, assessments and charges for the preceding fiscal year, with a reapportionment as soon as the new real estate taxes, assessments and charges can be ascertained. The provisions of this clause (i) shall survive the closing.

(ii) Seller shall be entitled to all revenues from the operation of the Property to 11:59 p.m. of the day immediately preceding the Closing Date, and Purchaser shall be entitled to all revenues from the operation of the Property from and after said time. Rents received from the tenants under the Leases during the month in which the Closing occurs shall be applied to rents accruing during such month from such tenants and shall be prorated between Seller and Purchaser as if the same had been received prior to Closing. Rents received from such tenants on or after the first day of the month following the month in which the Closing occurs shall be allocated first to rents due and owing by the tenants for any period after the Closing Date and then to rents due and owing by such tenants for any period prior to the Closing Date. Rents received by Purchaser that are attributable to any period prior to the Closing Date shall be promptly remitted by Purchaser to Seller, and any Rents received by Seller that are attributable to any period after the Closing Date shall be promptly remitted by Seller to Purchaser. Purchaser agrees to use reasonable good faith efforts to collect any rents due for the period preceding the Closing Date and to otherwise cooperate with Seller in connection with the collection of such rents. The provisions of this clause (ii) shall survive the closing.

(iii) Percentage rent (i.e., that portion of the rent payable to the landlord by a tenant under a Lease which is a percentage of the amount of sales or of the dollar amount of sales), if any, payable under each Lease shall be prorated with respect to the lease year thereunder in which the Closing occurs on a per diem basis as and when collected. Any percentage rent collected by Purchaser including any percentage rent which is delinquent and pertaining to: (i) an

entire lease year or accounting period of a Tenant under a Lease which ends on a date prior to the date of Closing, and (ii) that portion of a lease year or accounting period of such tenant covering a period prior to the date of Closing where such lease year or accounting period begins prior to the date of Closing and ends hereafter shall in both cases be promptly paid to Seller upon receipt by Purchaser. The provisions of this clause (iii) shall survive the closing.

(iv) There shall be a credit against the Purchase Price for the security deposits held by Seller under the Leases.

(c) Seller shall pay one half of the real estate transfer tax due on the sale of the Property and shall pay all costs of the Defeasance including the cost of recording the discharges of the Mortgage, the ALR and the Fixture Filing.

(d) Purchaser shall pay one half of the real estate transfer tax due on the sale of the Property and the premium for the title policy and the cost of the Survey, and Purchaser shall pay the cost of recording the Deed.

(e) A portion of the Purchase Price shall be withheld by Purchaser and sent to Maine Revenue Services with form REW-1 to the extent required by 36 MRSA Section 5250-A. Each party shall pay its own attorneys' fees, and the parties shall split 50/50 any customary fees charged by the Escrow Agent.

ARTICLE VIII

Possession; Pre-Closing Duties; Post-Closing Duties

Section 8.1. At the Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenancies or occupancies by any person or entity other than the tenants under the Leases, including any tenant that may be holding over beyond the expiration of the term of the applicable Lease.

Section 8.2. From the Effective Date to the Closing or the termination of this Agreement, whichever shall first occur, Seller shall not do any of the following without obtaining Purchaser's prior written consent unless otherwise expressly required or provided for under any of the Leases: (i) grant or permit the creation of any easement or other encumbrance on the Real Property; (ii) amend, modify, extend, terminate (except in connection with a default) or accept the surrender of any of the Leases; and (iii) enter into any new lease or occupancy agreement for any portion of the Real Property, provided, however that Purchaser's consent shall not be required with respect to residential leases and shall not be required for extensions of any leases at rents not less than the current rent and Purchaser's consent with respect to other matters shall not be unreasonably withheld, delayed or conditioned. If Purchaser fails to notify Seller of its denial within five (5) business days after receipt of written notice requesting Purchaser's consent, then Purchaser shall be deemed to have consented.

Section 8.3. Seller shall diligently and in good faith endeavor to obtain and deliver to Purchaser at or prior to the Closing an executed estoppel certificate from each of the tenants under the non-residential Leases that have a term expiration date that is more than six (6) months after the Closing Date. Seller agrees to submit the estoppel certificates to the tenants promptly after the end of the Inspection Period. An executed estoppel certificate shall not be considered "stale" or "too old" regardless of the date on which it was executed by the tenant, and an executed estoppel certificate shall be deemed acceptable to Purchaser provided it does not disclose, in Purchaser's reasonable business judgment, any matter that adversely affects, in a material manner, the economics of the Lease of any such tenant, or any

default by Seller under such Lease (other than any default which is considered minor or immaterial in the exercise of reasonable business judgment of Purchaser).

Section 8.4 From the Effective Date to the Closing or the termination of this Agreement, whichever shall first occur, (i) Seller shall continue to operate the Real Property in substantially the same manner in which it presently operates the Real Property, and (ii) Seller shall continue to do routine maintenance to the Real Property in substantially the same manner in which maintenance is presently done.

ARTICLE IX
Risk of Loss; Condemnation

Section 9.1.

(a) In the event of any damage to or destruction of any building or other improvement constituting a part of the Real Property due to fire or any other casualty, Seller shall promptly give notice thereof to Purchaser describing such damage or destruction.

(b) (i) If any building or other improvement is damaged or destroyed on or before the Closing Date, then the provisions of this Section 9.1(b) shall apply.

(ii) If the estimated cost to repair and/or restore such damage or destruction is more than \$300,000.00, then Purchaser shall have the right, upon notice to Seller, given within ten (10) business days after receipt of Seller's notice and estimate described in Section 9.1(a) (time being of the essence with respect to the giving of such notice), to either (A) terminate this Agreement or (B) close title on the Closing Date and pay the entire Purchase Price, but Purchaser shall be entitled to a credit against the Purchase Price for the amount of any insurance proceeds (excluding rent loss insurance for the period prior to the Closing Date) actually received by Seller on account of such damage and not paid for costs of restoration; provided, however, if the insurance proceeds have not been paid to Seller on the Closing Date, Seller shall then assign to Purchaser all of its right, title and interest in and to the insurance proceeds (excluding rent loss insurance for the period prior to the Closing Date), and Purchaser shall pay the entire Purchase Price without deduction or credit. If Purchaser fails to exercise such termination right within said ten (10) business day period, then Purchaser shall be deemed to have elected to waive this termination right and shall close title on the Closing Date. If Purchaser elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, Seller shall return the Deposit, plus any interest accrued thereon, to Purchaser, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement; Purchaser acknowledges and agrees that if Purchaser terminates this Agreement pursuant to this Section 9.1, then Seller shall not be liable to Purchaser for any costs, expenses or damages (or otherwise) incurred by Purchaser in connection with this Agreement.

(iii) If the estimated cost to repair and/or restore such damage or destruction is equal to or less than \$300,000.00, then this Agreement shall remain in full force and effect, Purchaser shall close on the Closing Date, and Purchaser shall pay the entire Purchase Price, but Purchaser shall be entitled to a credit against the Purchase Price for the amount of any insurance proceeds (excluding rent loss insurance for the period prior to the Closing Date) actually received by Seller on account of such damage and not paid for costs of restoration; provided, however, if the insurance proceeds have not been paid to Seller on the Closing Date, Seller shall then assign to Purchaser all of its right, title and interest in and to the insurance proceeds (excluding rent loss insurance for the period prior to the Closing Date), and Purchaser shall pay the entire Purchase Price without deduction or credit.

Section 9.2. If, prior to the Closing Date, any portion of the Real Property is taken in condemnation or eminent domain proceedings, and if such taking would affect any building or parking area on the Real Property or access to the Property from any public street, then Seller shall give Purchaser notice of such taking or threatened taking, and Purchaser shall have the right to terminate this Agreement. To exercise such right, Purchaser shall notify Seller of its decision within ten (10) business days after actual notice of such taking or threat to take, time being of the essence with respect to the giving of such notice. If Purchaser fails to exercise such termination right within said ten (10) business day period, then Purchaser shall be deemed to have elected to waive this termination right and shall close title without an abatement or reduction of the Purchase Price; provided, however, Purchaser shall be entitled at the Closing to the transfer or assignment of all compensation paid or rights to compensation payable on account of such taking, reduced by Seller's actual and reasonable out of pocket costs of collection accruing prior to the Closing. If Purchaser elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit to Purchaser (subject to the provisions of Section 4.4), and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement; Purchaser acknowledges and agrees that if Purchaser terminates this Agreement pursuant to this Section 9.2, then Seller shall not be liable to Purchaser for any costs, expenses or damages (or otherwise) incurred by Purchaser in connection with this Agreement.

ARTICLE X
Default

Section 10.1. If Purchaser shall default in performing its obligations hereunder prior to or at the scheduled Closing Date, and Seller is not in default under this Agreement, then Seller shall have the right, as its exclusive remedy, to terminate this Agreement and retain the Deposit, together with the interest accrued thereon, as liquidated damages and the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement.

Section 10.2. If Seller shall default in performing its obligations hereunder prior to or at the scheduled Closing Date, and Purchaser is not in default under this Agreement, then Purchaser's sole remedy shall be to either (i) terminate this Agreement and have the Deposit, together with the interest accrued thereon, returned to it, in which event the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or (ii) seek specific performance of this Agreement. Notwithstanding the provisions of the immediately preceding sentence, if, solely as a result of the nature of Seller's default, the remedy of specific performance is not available to Purchaser, then Purchaser may elect to have the Deposit, together with the interest accrued thereon, returned to it, and pursue a claim for damages in the amount of the actual, out of pocket costs incurred in connection with its due diligence and seeking of a Financing Commitment up to a maximum amount of \$15,000, but Purchaser shall have no right to make claims for any other damages related to any such default.

ARTICLE XI
Brokerage Commissions

Each party represents to the other that it has not dealt with any broker, finder or other intermediary in connection with this sale other than Frank O'Connor of The Dunham Group and Josh Soley of Compass Commercial Brokers (the "Brokers"). Seller shall be responsible for the payment of a commission equal to 3% of the Purchase Price payable be paid jointly to Brokers and to be divided between them equally. No commission will be due if a closing fails to occur for any reason whatsoever,

including as a result of a default by Seller or Purchaser. Purchaser understands that Seller may negotiate with other parties and enter into back-up contracts for the sale of the Property which will remain subject to this Agreement as long as this Agreement remains in effect and Purchaser is not in default hereunder. Nothing herein shall imply any obligation of Seller to pay a commission to either of Brokers in the event that the Property is sold pursuant to any such back-up contract. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and judgments relating to any fee, commission or other compensation asserted by any other broker, finder or other intermediary in connection with this Agreement or the transactions contemplated hereby arising out of its acts. The provisions of this Article XI shall survive the closing.

ARTICLE XII
Miscellaneous

Section 12.1. Each notice or other communication required or permitted hereby shall be in writing and shall be (a) personally delivered, (b) sent by a reputable overnight delivery service, (c) sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth in Section 12.1(i) – (ii) below, or (d) sent by e-mail with an original copy transmitted to the recipient by means described in this Section 12.1(b) no later than two business days after transmittal via e-mail.

(i) If to Seller:

Dream Port 3, LLC
c/o US Real Estate Advisors
75 Woodland Park Drive
Tenafly, NJ 07670
Attention: Stephen Wolgin
Email: swolgin@usreainc.com

With a copy to:

Verrill Dana LLP
One Portland Square
Portland, ME 04112-0586
Attention: James C. Palmer, Esq.
Email: jpalmer@verrilldana.com

(ii) If to Purchaser:

Cooper Properties, Inc.
5 Milk Street, 3rd Floor
Portland, Maine 04112
Email: cooperproperties.joe@gmail.com

With a copy to:

Bernstein Shur
100 Middle Street
West Tower
Portland, ME 04101
Attention: Hawley Strait, Esq.
Email: hstrait@bernsteinshur.com

Any notice or other communication given pursuant to the provisions of this Section 12.1 shall be deemed effective upon receipt by the addressee or upon the date receipt is refused. Either party may, by notice given as aforesaid, designate other addresses to which or addressees to whom notices shall be given.

Notwithstanding anything to the contrary contained in this Agreement, any notice given by or delivered to a party's attorney shall be deemed given by or delivered to the other party for the purposes of this Agreement.

Section 12.2. The submission of this Agreement or a summary of some or all of its provisions does not constitute an offer to sell or to buy the Property, it being understood and agreed that neither Seller nor Purchaser shall be legally obligated with respect to a sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Purchaser. Immediately after this Agreement is executed by Seller, Seller shall send a fully executed original of this Agreement to Purchaser.

Section 12.3. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except Seller's representations and warranties and those obligations of Seller which are expressly stated in this Agreement to survive the closing.

Section 12.4. Purchaser may not assign its interest under this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign this Agreement without Seller's consent to an entity that is affiliated with and substantially owned by the same parties that own Purchaser.

Section 12.5. If either party hereto commences an action against the other to enforce any provision of this Agreement, or to seek redress for breach by the other party of any of the terms hereof, the unsuccessful party in such action shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

Section 12.6. This Agreement embodies and constitutes the entire understanding between the parties with regard to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment or termination is sought.

Section 12.7. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

Section 12.8. Any time period provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. (Portland, Maine time) on the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period.

Section 12.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

Section 12.10. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and permitted assigns.

Section 12.11. Time shall be of the essence with respect to each and every obligation under this Agreement.

Section 12.12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

[END OF DOCUMENT; SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DREAM PORT 3, LLC,
a Maine limited liability company

By: DP3, Inc.,
a Maine corporation,
its managing member

By: Stephen Wolgin
Name: Stephen Wolgin
Title: President

Signed on June 9th, 2016

COOPER PROPERTIES, INC.,
a Maine corporation

By: Al Resnik


Signed on June 9, 2016

The undersigned is executing this Agreement for the sole purpose of agreeing to act as the escrow agent in accordance with the terms and conditions of this Agreement.

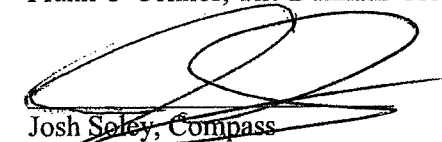
_____, agent for
First American Title Insurance Company

By: _____
Name:
Title:

The undersigned are executing this Agreement for the sole purpose of agreeing to the provisions of Article XI of this Agreement.



Frank O'Connor, The Dunham Group



Josh Soley, Compass
Commercial Brokers

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

REAL PROPERTY IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, DESCRIBED AS FOLLOWS:

LOT 1

A CERTAIN LOT OR PARCEL OF LAND WITH THE BUILDINGS THEREON, SITUATED ON THE SOUTHERLY SIDE OF FORE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY SIDE OF FORE STREET AT ITS INTERSECTION WITH THE EASTERLY SIDE OF UNION STREET;

THENCE, N 60° 34' 30" E ALONG SAID FORE STREET, 159.16 FEET TO LAND NOW OR FORMERLY OF 428 FORE STREET, LLC;

THENCE, S 32° 31' 05" E ALONG SAID LAND OF 428 FORE STREET, LLC 51.22 FEET TO THE NORTHERLY SIDELINE OF WHARF STREET;

THENCE, ALONG SAID WHARF STREET THE FOLLOWING COURSES AND DISTANCES:

S 54° 33' 55" W A DISTANCE OF 42.29 FEET;
S 53° 05' 05" W A DISTANCE OF 42.71 FEET;
S 60° 07' 20" W A DISTANCE OF 39.22 FEET;
N 36° 04' 55" W A DISTANCE OF 1.11 FEET;
S 60° 00' 10" W A DISTANCE OF 32.35 FEET TO SAID UNION STREET;

THENCE N 34° 54' 05" W ALONG SAID UNION STREET, 60.95 FEET TO THE POINT OF BEGINNING, CONTAINING 9,190 SQUARE FEET.

LOT 2

A CERTAIN LOT OR PARCEL OF LAND WITH THE BUILDINGS THEREON, SITUATED ON THE SOUTHERLY SIDE OF WHARF STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY SIDE OF WHARF STREET AT ITS INTERSECTION WITH THE EASTERLY SIDE OF UNION STREET;

THENCE, ALONG SAID WHARF STREET, THE FOLLOWING COURSES AND DISTANCES:

N 56° 29' 40" E A DISTANCE OF 110.35 FEET;

N 56° 49' 55" E A DISTANCE OF 66.34 FEET TO LAND NOW OR FORMERLY OF 217 COMMERCIAL STREET ASSOCIATES, INC.;

THENCE, S 33° 17' 50" E ALONG SAID 217 COMMERCIAL STREET ASSOCIATES, INC. LAND 69.50 FEET;

THENCE S 49° 18' 45" W ALONG SAID 217 COMMERCIAL STREET ASSOCIATES, INC. 49.58 FEET;

THENCE, S 51° 14' 15" W ALONG 225 COMMERCIAL STREET ASSOCIATES 7.01 FEET;

THENCE, N 31° 56' 35" W ALONG A PASSAGEWAY LEADING TO UNION STREET, 16.83 FEET;

THENCE, S 56° 49' 55" W ALONG SAID PASSAGEWAY 12.00 FEET;

THENCE, S 55° 17' 20" W ALONG SAID PASSAGEWAY 54.54 FEET;

THENCE, S 34° 12' 00" E ALONG SAID PASSAGEWAY 2.00 FEET;

THENCE, S 55° 17' 20" W ALONG LAND NOW OR FORMERLY OF 237 COMMERCIAL STREET, LLC 52.66 FEET TO SAID UNION STREET;

THENCE N 34° 54' 05" E ALONG SAID UNION STREET 64.11 FEET TO THE POINT OF BEGINNING, CONTAINING 11,496 SQUARE FEET.

EXHIBIT B

Rent Roll

6/8/2016
User: EDITH

CBRE/BOULOS ASSET MANAGEMENT

2:08:28PM
Page 1 of 3

Rent Roll Report

Property : DREAM PORT 3, LLC

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held
890-9A	ESTABROOK, K.CUNNINGHAM, M.	844.14	750	13.51/yr 1.13/mth	3/30/2012	3/31/2022	750.00
890-40A	OASIS II, LLC	12,100.00	5,915	24.55/yr 2.05/mth	5/01/2014	2/29/2020	43,332.00
890-41A	ROSS, S/PORTA, TIMOTHY & JOAN	1,730.14	1,000	20.76/yr 1.73/mth	8/01/2012	7/31/2017	1,583.00
890-42A	PIG'S BACK, LLC	9,972.00	7,252	16.50/yr 1.38/mth	9/21/2012	12/31/2017	0.00
890-43A	DRINK EXCHANGE, LLC.	2,781.00	1,350	24.72/yr 2.06/mth	4/01/2015	2/28/2023	5,400.00
890-45A	51 WHARF REST/ULTRA LOUNGE	8,947.80	4,900	21.91/yr 1.83/mth	7/01/2006	6/30/2016	12,500.00
890-ATM	NEW ENGLAND ATM, LLC.	0.00	0	0.00/yr 0.00/mth	7/01/2014	6/30/2019	0.00
890-432A	BLAZIN' ACE, LLC.	2,851.17	1,500	22.81/yr 1.90/mth	6/01/2009	8/31/2017	6,365.40
890-434A	GORGEOUS GELATO, LLC.	2,653.02	1,400	22.74/yr 1.90/mth	6/09/2010	5/31/2018	5,000.00
890-436A	RRW, INC.	9,158.26	4,700	23.38/yr 1.95/mth	5/01/2011	4/30/2021	10,000.00
890-444A	PEARL TAP HOUSE	12,450.00	2,400	62.25/yr 5.19/mth	9/01/2015	2/28/2022	24,250.00
890-446A	PEARL TAP (Rent Incl. w/ 444A)	0.00	1,800	0.00/yr 0.00/mth	9/01/2015	2/28/2022	0.00
890-446B	PEARL TAP HOUSE(BILL 444A)	0.00	1,800	0.00/yr 0.00/mth	9/01/2015	2/28/2022	0.00
890-444R3	OBERY, JACK/FITZSIMMONS,CONNOR	1,500.00	1,700	10.59/yr	10/01/2014	9/30/2016	1,500.00
890-444R4	MASTROVITTI,GRIGNAFFINI, N	1,500.00	1,700	10.59/yr	5/01/2016	4/30/2017	1,500.00
890-444R5	KENNY, PATRICK/OSMOND, JOSEPH	1,300.00	1,700	9.18/yr	8/01/2008		1,200.00
890-432R2B	PICKETT, CHELSEA	1,100.00	1,300	10.15/yr	4/01/2016	3/31/2017	1,100.00
890-432R3A	HALLOWELL, BEN	1,100.00	1,000	13.20/yr	12/01/2015	11/30/2016	1,100.00
890-432R3B	WALSH, KATY/CRUSO, DAVID	1,000.00	1,000	12.00/yr	10/01/2014	9/30/2016	1,000.00
890-432R3C	BAXTER, NATASHA/HARFOUSH,	1,600.00	2,000	9.60/yr	6/10/2015	6/30/2016	2,400.00
890-438R3A	MILLER, DEREK/WESCOTT, MICHAEL	1,900.00	2,200	10.36/yr	9/01/2012		1,800.00
890-438R4A	HIGGINS,THOMAS/GERVAIS,SPENCER	2,000.00	2,200	10.91/yr	9/01/2015	8/31/2016	3,600.00

EXHIBIT C

SUPPLEMENTAL ESCROW INSTRUCTIONS

See attached Escrow Agreement dated June 10, 2016 executed by Seller, Purchaser and Monument Title Company as the Escrow Agent.

ESCROW AGREEMENT

Agreement made this 10th day of June, 2016 by and between **DREAM PORT 3, LLC**, a Maine limited liability company, having an office at 75 Woodland Park Drive, Tenafly, New Jersey 07670 ("Seller"), and **COOPER PROPERTIES, INC.**, a Maine corporation, having an office at 5 Milk Street, 3rd Floor, Portland, Maine 04112 ("Purchaser"), and **Monument Title Company**, a Maine corporation with offices at 100 Middle Street, Portland, Maine 04101 ("Escrow Agent").

WHEREAS, on June 9, 2016, Seller and Purchaser entered into a Purchase and Sale Agreement (the "Contract") certain parcels of land located at or near Fore Street and Wharf Street, in the City of Portland, Count of Cumberland and State of Maine, as more particularly described on Exhibit A annexed hereto, together with the buildings, fixtures, parking areas, and improvements located thereon that are owned by Seller (the "Real Property"), which is commonly known as 432, 434, 436, 442 and 444 Fore Street and 40, 41,42,43, and 45 Wharf Street, Portland, ME (the "Premises");

WHEREAS, Purchaser and Seller wish to appoint Monument Title Company as Escrow Agent to hold the earnest money deposit of \$50,000.00 Initial Deposit and any additional deposits required under the Contract ("Escrowed Funds") in escrow and until such time as all of the terms and conditions of the Purchase and Sale Agreement have been met by Purchaser and Seller.

Now, therefore, it is agreed:

1. Purchaser has deposited with Escrow Agent the sum of \$50,000.00 representing the earnest money deposit set forth in the Contract. The Escrowed Funds are to be held in an interest-bearing account at KeyBank, National Association. For purposes of establishing the interest-bearing account, Purchaser will deliver to Escrow Agent a signed W-9 as well as any additional information or documentation required by KeyBank, National Association. The Escrow Funds will remain in a non-interest bearing account until such time as the interest-bearing account is opened.

2. Upon disbursement of the Escrowed Funds in accordance with this Agreement, all rights and obligations of the Escrow Agent shall be deemed to have been satisfied and the Purchaser and Seller shall have no recourse against the Escrow Agent.

3. Delivery or return of any Escrowed Funds, payment, notice or other communication concerning this Contract may be made to any party by hand delivery (including overnight deliver services) or by registered or certified mail to the addresses set forth below.

4. Escrow Agent is instructed to disburse the Escrowed Funds either (1) as directed pursuant to written instructions signed by Purchaser and Seller; or (2) to either party in the event it receives a sworn affidavit from such party that it is entitled to the Escrowed Funds pursuant to the terms of the Contract and that it has given written notice to the other party of such demand for disbursement of the Escrowed Funds as evidenced by a return receipt for delivery as provided

above in Paragraph 3, and its has not received within ten (10) business days of the other party's receipt of demand for disbursement a written objection thereto.

5. The parties to this agreement recognize that Monument Title Company is a wholly-owned subsidiary of the law firm of Bernstein Shur Sawyer & Nelson and in the event that a dispute arises between the parties hereto, Monument Title Company reserves the right to resign as Escrow Agent and interplead the Escrowed Funds to a court of competent jurisdiction. In such an event, Bernstein Shur Sawyer & Nelson may continue to represent Purchaser in the dispute and Seller waives any potential conflict of interest arising from Monument Title Company's role as Escrow Agent and Bernstein Shur Sawyer & Nelson's ownership of Monument Title Company.

6. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement and are purely ministerial in nature. If there is any dispute between the parties hereto as to whether or not the Escrow Agent is obligated to disburse or release the funds held under and pursuant to this Agreement, the Escrow Agent shall not be obligated to make such disbursement or delivery, but in such event shall hold the funds until receipt by the Escrow Agent of an authorization in writing signed by all persons having an interest in said dispute, directing the disposition of the funds, or in the absence of such authorization, the Escrow Agent shall hold the funds until a final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required to, retain counsel and bring an appropriate action or proceeding for leave to deposit the Escrowed Funds pending such determination. The Escrow Agent shall be reimbursed for all costs and expenses incurred by it in connection with such action, or proceeding, including reasonable attorney's fees and disbursements, by the parties hereto. Upon delivery of the funds as provided herein, the Escrow Agent shall have no further liability hereunder. If threatened with litigation, the Escrow Agent is hereby authorized by the undersigned to interplead all interested parties in any court of competent jurisdiction and to Escrowed Funds the funds with the clerk of the court, and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement.

7. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or negligence. The parties hereto each release the Escrow Agent from liability for any act done or omitted to be done by the Escrow Agent in good faith in the performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice, or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.

8. The undersigned hereby jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent arising out of or in connection with the acceptance of or the performance of its duties under this Agreement, as well as the costs and expenses, including

reasonable attorneys' fees and disbursements, of defending against any claim or liability arising under this Agreement.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. This Agreement may not be changed or modified except as agreed in a writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

11. This Agreement shall be construed in accordance with the laws of the State of Maine.

12. This Agreement supplements and does not supersede any previous agreements between Purchaser and Seller. As between Purchaser and Seller, the terms of such agreements shall prevail.

13. Escrow Agent shall be entitled to a fee of \$500 to be paid by Purchaser and Seller equally (50/50) at the time of closing on the purchase of the Real Property pursuant to the Contract, or in the case of any termination of the Contract prior to closing, prior to the release of the Escrowed Funds pursuant to this Agreement. Additionally, Escrow Agent shall be entitled to reimbursement of any out of pocket costs and expenses, including reasonable attorneys' fees and expenses, it incurred pursuant to the agreements contained herein. Any out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, incurred by Escrow Agent will be deducted and paid to Escrow Agent from the Escrowed Funds at the time of disbursement.

14. Escrow Agent shall not be responsible for any penalties, or loss or principal or interest or any delays in the withdrawal of the funds which may be imposed by the depository holding the funds as a result of the making or redeeming of the investment pursuant to our instructions, nor shall it be liable for any loss or impairment of funds while those funds are in the course of collections or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of the financial institution.

15. Each notice or other communication required or permitted hereby shall be in writing and shall be (a) personally delivered, (b) sent by a reputable overnight delivery service, (c) sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth below, or (d) sent by e-mail with an original copy transmitted to the recipient by means described in this Section no later than two business days after transmittal via e-mail.

(i) If to Seller:

Dream Port 3, LLC
c/o US Real Estate Advisors
75 Woodland Park Drive
Tenafly, NJ 07670

Attention: Stephen Wolgin
Email: swolgin@usreainc.com

With a copy to:

Verrill Dana LLP
One Portland Square
Portland, ME 04112-0586
Attention: James C. Palmer, Esq.
Email: jpalmer@verrilldana.com

(ii) If to Purchaser:

Cooper Properties, Inc.
5 Milk Street, 3rd Floor
Portland, Maine 04112
Email: cooperproperties.joe@gmail.com

With a copy to:

Bernstein Shur
100 Middle Street
West Tower
Portland, ME 04101
Attention: Hawley Strait, Esq.
Email: hstrait@bernsteinshur.com

(iii) If to Escrow Agent:

Monument Title Company
100 Middle Street
Portland, Maine 04101
Attn: Karen Pelletier, VP
Email: kpelletier@MonumentTitle.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DREAM PORT 3, LLC,
a Maine limited liability company

By: DP3, Inc.,
a Maine corporation,
its managing member

By: Stephen Wolgin
Stephen Wolgin
Its President

Signed on June 10th, 2016

COOPER PROPERTIES, INC.,
a Maine corporation

By: Joseph Cocan
Print Name: Joseph Cocan
Title: President

Signed on June 14th, 2016

ESCROW AGENT:
MONUMENT TITLE COMPANY

By: Karen Pelletier 6/14/16
Karen Pelletier
Its Vice President

EXHIBIT D

SELLER'S DOCUMENTS

1. Owner's Title Insurance Policy No. 547961 issued by First American Title Insurance Company.
2. ALTA/ACSM survey by Owen Haskell, Inc. dated December 5, 2013, revised through December 12, 2013
3. Old Port Property Condition Report prepared by IVI Assessment Services, Inc. dated December 10, 2013
4. Old Port Environmental Report prepared by IVI Assessment Services, Inc. dated December 10, 2013
5. March Financial Report
6. Income and expenses YTD for 2016 and for 2015.
7. February Financial Report
8. February Compliance Report (Balance Sheet, Statement of Operations, and Last Year's Comparison Report
9. Activity Reconciliation Report – Breakdown of the CAM Charges per tenant.
10. 2015 Financials for Dream Port 3, LLC
11. Tenant by Building Breakdown
12. Tenants per building broken out by section (East, West, and Residential).
13. May 2016 Rent Roll
14. Old Port Design Competition Summary

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases (this "Assignment") is made as of the ___ day of _____, 2015 by and between **DREAM PORT 3, LLC**, a Maine limited liability company, having an office at 75 Woodland Park Drive, Tenafly, New Jersey 07670 ("Seller"), and **COOPER PROPERTIES, INC.**, a Maine corporation, having an office at 5 Milk Street, 3rd Floor, Portland, Maine 04112 ("Purchaser").

RECITALS

A. This Assignment is executed and delivered pursuant to that certain Purchase and Sale Agreement (as the same may have been amended, the "Purchase and Sale Agreement") dated as of June __, 2016, by and between Seller and Purchaser, in which Seller agreed to sell, and Purchaser agreed to purchase, among other things, the real property described therein as the Real Property.

B. All capitalized terms that are used but not defined herein shall have the same meanings ascribed to such terms in the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Assignment and Assumption. Seller hereby assigns, conveys, transfers and sets over to Purchaser all of Seller's right, title and interest, as landlord, in and to the Leases. Purchaser hereby accepts the foregoing assignment and hereby assumes all of Seller's obligations under the Leases accruing from and after the date of this Assignment, including, without limitation, the obligation to return or apply security deposits in accordance with the terms of the applicable Leases.

2. Indemnification. Purchaser shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge, and observe the obligations assumed by it under this instrument with respect to the Leases first arising or accruing from and after the Closing Date. Seller shall defend, indemnify and hold harmless Purchaser from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform, discharge, and observe its obligations with respect to the Leases first arising or accruing prior to the Closing Date.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

4. Governing Law; Binding Effect. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the prevailing party in such action or proceeding shall be awarded all

reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

6. Miscellaneous. This Assignment constitutes the entire understanding between the parties with respect to the scope of the assignment and assumption arrangement described herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged into this Assignment. Neither this Assignment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the day and year set forth above.

DREAM PORT 3, LLC,
a Maine limited liability company

By: DP3, Inc.,
a Maine corporation,
its managing member

By: _____
Name: Stephen Wolgin
Title: President

COOPER PROPERTIES, INC.,
a Maine corporation

By: _____
Name:
Title: