

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that GREEN DESIGN LLC

Located At 267 COMMERCIAL ST UNIT 2-C

Job ID: 2011-06-1376-CH OF USE

CBL: 038 - - G - 002 - 02C - - - -

has permission to Change the use from retail to retail bakery/café, fit up kitchen, ADA bathroom, counter service provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

\_\_\_\_\_  
Fire Prevention Officer

*[Signature]* 6/27/11  
Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD



# Certificate of Occupancy



## CITY OF PORTLAND, MAINE

### Department of Planning and Urban Development Building Inspections Division

Location: 267 COMMERCIAL ST

CBL: 038- G-002-02C

Issued to: Green Design LLC

Date Issued: 10/3/2011

**This is to certify** that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2011-06-1376-CH OF USE, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Unit 2C

APPROVED OCCUPANCY

Retail Bakery/Restaurant  
Use Group M/B  
Type 3B  
IBC-2009

**Limiting Conditions:** This is a use permit ONLY it doesn't certify building code compliance. Maximum occupant load not to exceed 49 occupants.

Approved:

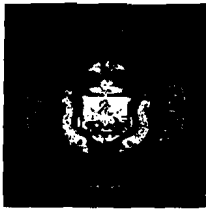
10-3-11

(Date)

Inspector

Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-06-1376-CH OF USE

Located At: 267 COMMERCIAL  
UNIT 2-C

CBL: 038 - - G - 002 - 02C - - - -

## **Conditions of Approval:**

### **Zoning**

1. Separate permits shall be required for any new signage.
2. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. Separate permits are required for the installation of hood ventilation.
3. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
4. This property shall remain a retail bakery and restaurant (with more than 9 seats) with the issuance of this permit and subsequent issuance of a certificate of occupancy. Any change of use shall require a separate permit application for review and approval.

### **Fire**

1. All construction shall comply with City Code Chapter 10.
2. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
3. Fire extinguishers are required. Installation per NFPA 10.
4. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
5. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
6. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
7. Sprinkler protection shall be maintained. Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
8. Commercial cooking shall comply with NFPA 96.

### **Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans.
3. All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2009 Section 713.

Job ID: 2011-06-1376-CHO USE

Located At: 267 COMMERCIAL  
UNIT 2-C

CBL: 038 - - G - 002 - 02C - - - -

4. Equipment must be installed in compliance per the manufacturer's specifications New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes
5. Approval of City license is subject to health inspections per the Food Code.
6. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
7. Oven and stove model specifications to be submitted prior to installation.
8. A grease trap is required per code

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
  - **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
  - **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**
1. Close In – Electrical/Framing/Plumbing
  2. Final/Certificate of Occupancy including health inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

**City of Portland, Maine - Building or Use Permit Application**

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

Job No: 2011-06-1376-CH OF USE	Date Applied: 6/9/2011	CBL: 038 - - G - 002 - 02C - - - - -	
Location of Construction: 267 COMMERCIAL UNIT 2-C	Owner Name: GREEN DESIGN LLC	Owner Address: 20 BIRCH CAPE ELIZABETH, ME - MAINE 04107	Phone:
Business Name: Bam Bam Bakery	Contractor Name: John Winslow	Contractor Address: 281 Gray Rd, Falmouth, ME 04105	Phone: 671-5050
Lessee/Buyer's Name:	Phone:	Permit Type: CHUSE-COMM - Change of Use Commercial	Zone: B-3
Past Use: Retail - furniture (Green Design)	Proposed Use: To change the use from retail to a retail bakery and restaurant (more than 9 seats)	Cost of Work: \$55,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: 3B DBL-2009 Signature: JMB 6/27/11
Proposed Project Description: change of use, furniture to bakery	Pedestrian Activities District (P.A.D.)		

Permit Taken By: Lannie	<b>Zoning Approval</b>
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>ok with conditions 6/13/11</i></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><i>Within</i></p> <p><input type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>Any exterior work requires a separate review &amp; approval</i></p>
	<b>CERTIFICATION</b>		

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHON

Busted outlets Knockout seal

Panel schedule

Lighting Contractor Labeled

Seal all penetrations through floor

Vent flow restrictor to

outside not inside prep area

trap 3 bay sink

Secure floor to wall

check color of vents for

Historic Compliance

Label bathrooms +

Door closers

Need Fire extinguisher

Need Fire Alarm Sticker

6/13/11

# 2011 06 1376

received CD  
and entered



# General Building Permit Application

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

Location/Address of Construction: <u>267 Commercial St</u>		
Total Square Footage of Proposed Structure/Area <u>2,250</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>38</u> Block# <u>6</u> Lot# <u>2</u>  <u>039 G 00202C</u>	Applicant *must be owner, Lessee or Buyer Name <u>Bevin McNulty</u> Address <u>86A Pleasant St</u> City, State & Zip <u>Portland ME 04101</u>	Telephone: <u>207-233-6118</u>
Lessee/DBA (if Applicable) <b>RECEIVED</b>  JUN - 9 2011  Dept. of Building Inspections City of Portland, Maine	Owner (if different from Applicant) Name <u>Doug Green</u> Address <u>267 Commercial St</u> City, State & Zip <u>Portland ME 04101</u>	Cost Of Work: \$ <u>55,000</u> C of O Fee: \$ <u>75.00</u> HP <u>50.00</u> Total Fee: \$ _____
	Current use: <u>Commercial/retail Furniture "Green Design"</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Bakery</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>interior renovating B-3 Historic Change of Use</u> <u>Structural walls will be typical wood framing with 1/2" dry wall</u>	
Contractor's name: <u>John Winslow</u>		
Address: <u>281 Gray Rd</u>		
City, State & Zip <u>Falmouth ME 04105</u>		Telephone: <u>207-671-5050</u>
Who should we contact when the permit is ready: <u>Bevin McNulty</u>		Telephone: <u>207-233-6118</u>
Mailing address: <u>86A Pleasant St, Portland ME 04101</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

3kg 570.00  
 C of O 75.00  
 HP 50.00  
**\$ 695.00**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

Signature: Bevin McNulty Date: 6/8/11

This is not a permit; you may not commence ANY work until the permit is issue







Date: 6/8/11

**HISTORIC PRESERVATION  
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS**

Pursuant to review under the City of Portland's Historic Preservation Ordinance (Chapter 14, Article IX of the Portland City Code), application is hereby made for a Certificate of Appropriateness for the following work on the specified historic property:

**PROJECT ADDRESS:**

267 Commercial ST

**CHART/BLOCK/LOT:** 38-G-2 (for staff use only)

**PROJECT DESCRIPTION:** Describe below each major component of your project. Describe how the proposed work will impact existing architectural features and/or building materials. If more space is needed, continue on a separate page. Attach drawings, photographs and/or specifications as necessary to fully illustrate your project—see following page for suggested attachments.

267 Commercial ST is being purchased by Bam Bam Bakery. A change of use from retail to bakery will require no interior structural changes. Ventillation from the rear door frame will be the only exterior changes required. We will need to add 2 4 inch vents for bathroom ventilation and 1 8 inch vent for Kitchen Exhaust. Attached you will find pictures of the existing vent for the HVAC System, the proposed vents would be placed in the same door frame.

CONTACT INFORMATION:

APPLICANT

Name: Bevin McNulty  
Address: 86A Pleasant St  
Portland ME  
Zip Code: 04101  
Work #: \_\_\_\_\_  
Cell #: 207-233-6118  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: bevin@bambambakery.com

PROPERTY OWNER

Name: Doug Green  
Address: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Work #: 207-775-4234  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: \_\_\_\_\_

BILLING ADDRESS

Name: BamBamBakery  
Address: 86A Pleasant St  
Portland ME  
Zip: 04101  
Work #: \_\_\_\_\_  
Cell #: 207-233-6118  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: bevin@bambambakery.com

ARCHITECT

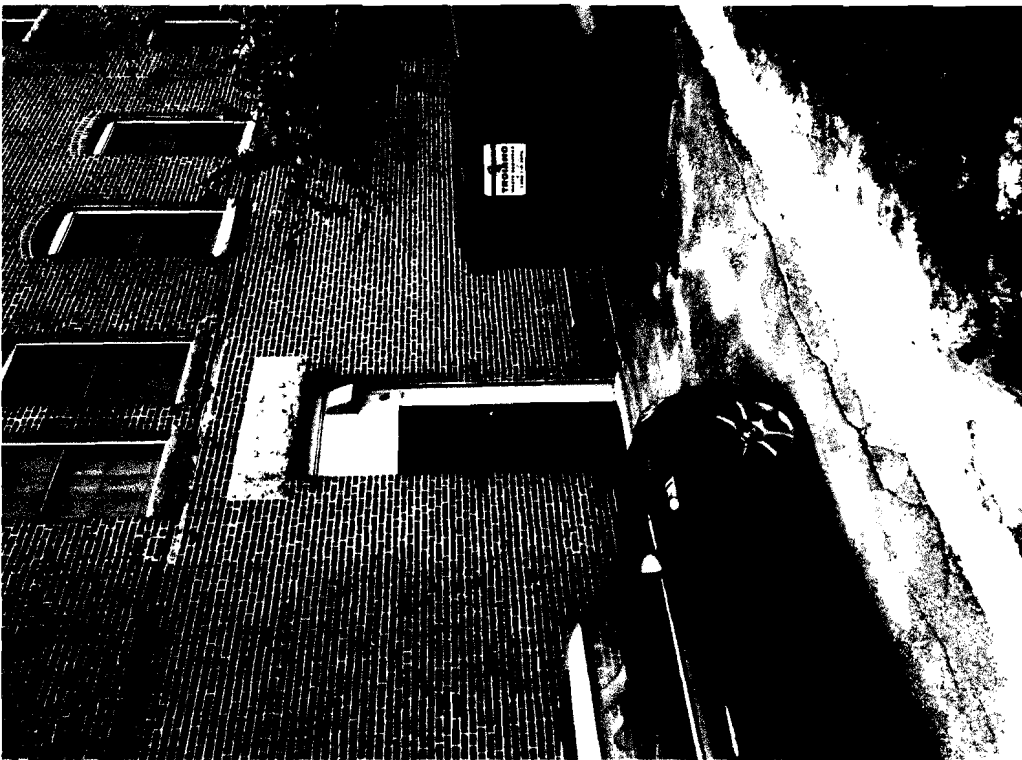
Name: Lisa White  
Address: 45 Neather Rd  
Portland ME  
Zip: 04103  
Work #: 207-329-2189  
Cell #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: Lisa@lisawhite.com

CONTRACTOR

Name: John Winslow  
Address: 281 Gray Rd  
Falmouth ME  
Zip Code: 04105  
Work #: \_\_\_\_\_  
Cell #: 207-671-5050  
Fax #: \_\_\_\_\_  
Home: \_\_\_\_\_  
E-mail: jpwcrafterman@maine.rr.com

Applicant's Signature

Owner's Signature (if different)




CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Bevin McNulty, or an entity formed, whose mailing address is 86A Pleasant Street, Portland, ME 04101 (hereinafter called "Purchaser"), this        day of       , the sum of Four Hundred Twelve Thousand, One Hundred Twenty-Five Dollars (\$ 412,125.00 ) as earnest money deposit toward purchase of real estate located at 267 Commercial Street in the city/town of Portland County of Cumberland, State of Maine, described as follows Commercial Condominium of 2,355+/- square feet, Harbor Landing Condominium. Assessor's Map38-G-2 and being more fully described at said County's Registry of Deeds in Book 11114, Page 209, upon the terms and conditions indicated below.

BAM 

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) Commercial shelving in storage room. ~~Three ceiling fans, sconces in bathroom not included with sale.~~
- 2. PURCHASE PRICE: The total Purchase Price is Four Hundred Twelve Thousand, One Hundred Twenty-Five Dollars (\$ 412,125.00 ), with payment to be made as follows:
 

Earnest money deposit received on this date:	\$ <u>5,000.00</u>
Other: _____	\$ _____
Other: _____	\$ _____
Balance due at closing, in cash or certified funds:	\$ <u>407,125.00</u>
- 3. EARNEST MONEY/ACCEPTANCE: Roxane Cole Comm Real Estate LLC ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until May 9, 2011 at 5:00 ( AM  PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
- 4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before See Addendum. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within 30 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
- 5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act Warranty deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
- 6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
  - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.
  - f. Condominium Fees

Page 1 of 4 Buyer's Initials BAM Seller's Initials 

10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	i. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	j. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	k. ADA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	l. Wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
e. Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	m. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
f. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	n. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
g. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	o. Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days
h. Flood Plain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>30</u> days	p. Other	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have 10 days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within NA days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than \_\_\_\_\_ % of the purchase price at an initial interest rate not to exceed \_\_\_\_\_ % per annum and amortized over a period of not less than \_\_\_\_\_ years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within NA days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that NA \_\_\_\_\_ ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller: NA \_\_\_\_\_ ("Selling Agent") is acting as a \_\_\_\_\_ agent in this transaction and is representing \_\_\_\_\_ NA and that Roxane A. Cole ("Listing Agent") is acting as a \_\_\_\_\_ agent in this transaction and is representing Seller \_\_\_\_\_ (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
21. ADDENDA: This contract has addenda containing additional terms and conditions: Yes  No .
22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
23. **The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.**

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

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

Bevin McNulty, or an entity formed,  
Legal Name of Purchaser  
Bevin McNulty  
Signature

046-60-1868  
Social Security # or Tax I.D. #  
  
Name/Title, there unto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_ . In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 6 day of May, 2011.

Douglas Green,  
Seller  
Douglas Green  
Signature

134-36-5749  
Social Security # or Tax I.D. #  
  
Name/Title, there unto duly authorized

Roxane Cole, Roxane Cole Commercial Real Estate, LLC Escrow Agent  
Roxane Cole Signature  
managing member

Roxane A. Cole Managing Member  
Name/Title

The Listing Agent is Roxane A. Cole of Roxane Cole Comm Real Estate LLC (Agency)

The Selling Agent is NA of \_\_\_\_\_ (Agency)

The Transaction Broker is NA of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: May 9, 2011.

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**Addendum to Contract for the Sale of Commercial Real Estate  
Between Bevin McNulty and Douglas Green**

Purchaser's obligation to purchase in every event is conditioned upon it being satisfied that all laws and regulations allow it to operate a bakery or similar establishment on the premises, and to the following:

Written approval by the Board of Directors and/or Trustees of the Harbor Landing Condominium Association either prior to or on the closing date of this transaction and the furnishing of any required condominium re-sale certificate;

A valid building permit issued by the City of Portland acknowledging the planned use of the space as a bakery retail business issued prior to Purchaser's commencement of the design build-out;

Closing shall occur within 5 business days after the issuance of a valid building permit by the City of Portland. In the event said permit is not received on or before June 30, 2011, this Contract shall terminate and there shall be no further obligations to each other by Purchaser or Seller;

Obtaining within thirty days from the Effective Date of this Contract a written commitment from a third party contractor for design and build-out of the space in a workmanlike manner, in accordance with all applicable codes and laws of governmental authorities having jurisdiction over the building and the premises, and on terms acceptable to the Purchaser and the third party contractor;

Reasonable access to the building and the premises having been granted to Purchaser's contractors prior to closing for purposes of preparing plans for the design build-out of the premises;

Presentation of any applicable condominium resale certificate for the premises;

Notwithstanding the period of time set forth in Section 4 herein, should this agreement need to be terminated by Buyer for non-occurrence of a condition contemplated in this addendum, despite Buyer's good faith efforts, the period of time in Section 4 shall be considered amended to the number of days needed to encompass the date of termination.

Seen and Agreed to:

Bevin McNulty  
Bevin McNulty, Purchaser

5/6/11  
Date

Douglas Green  
Douglas Green, Seller

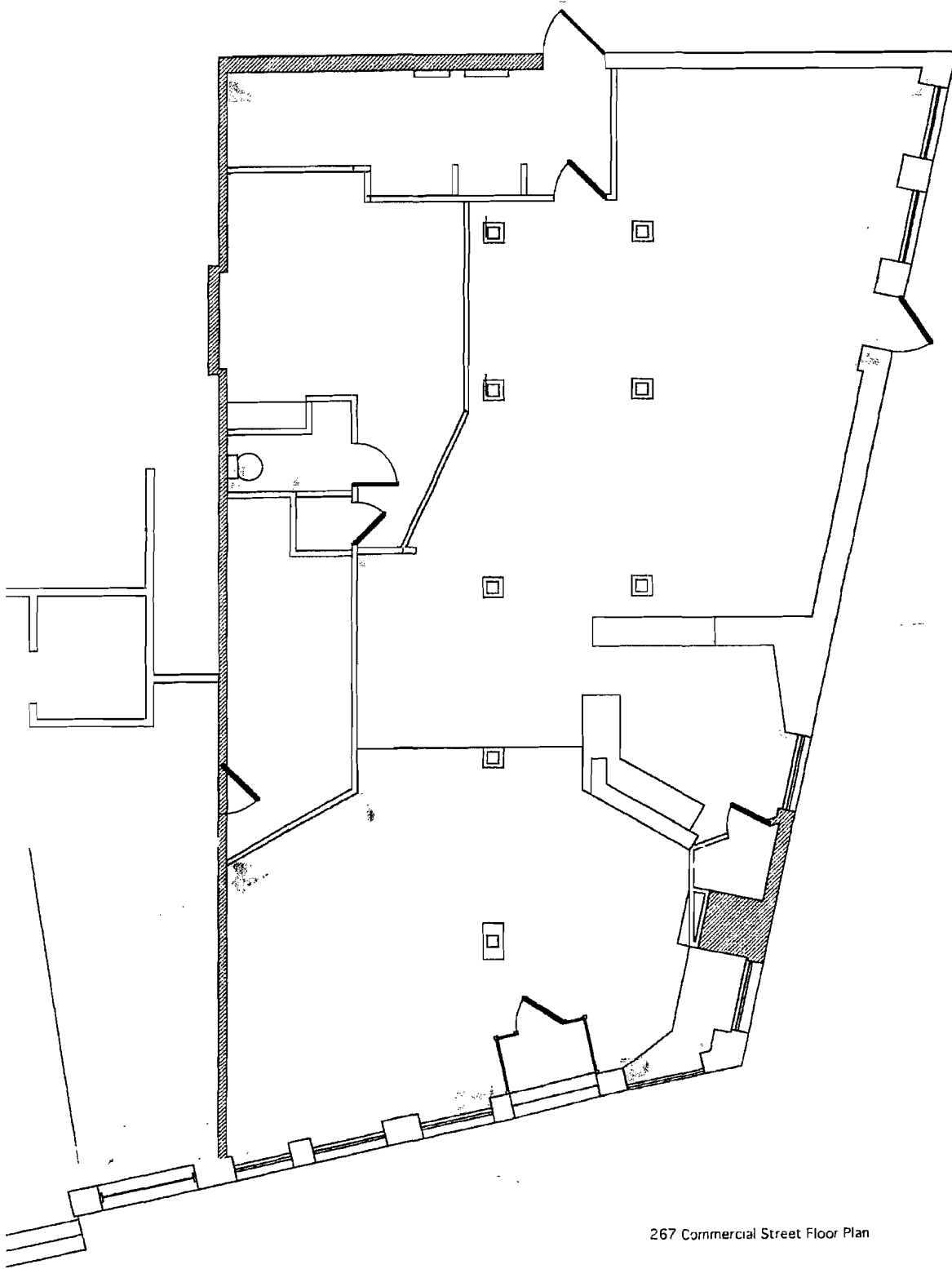
5/4/11  
Date

ST NO  
owner  
has  
June 10,  
011 unless  
agreed to  
in writing  
Purchaser  
and Seller.

BAM

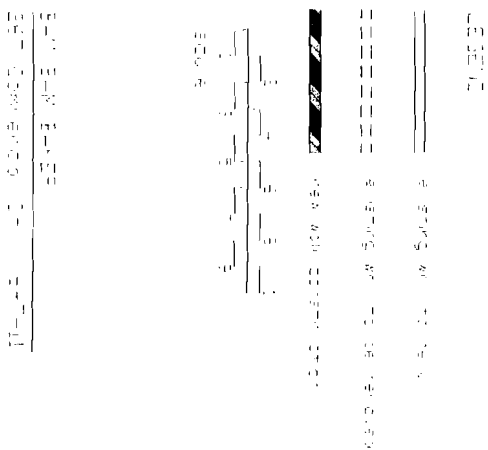
[Signature]

# Existing Floor Plan

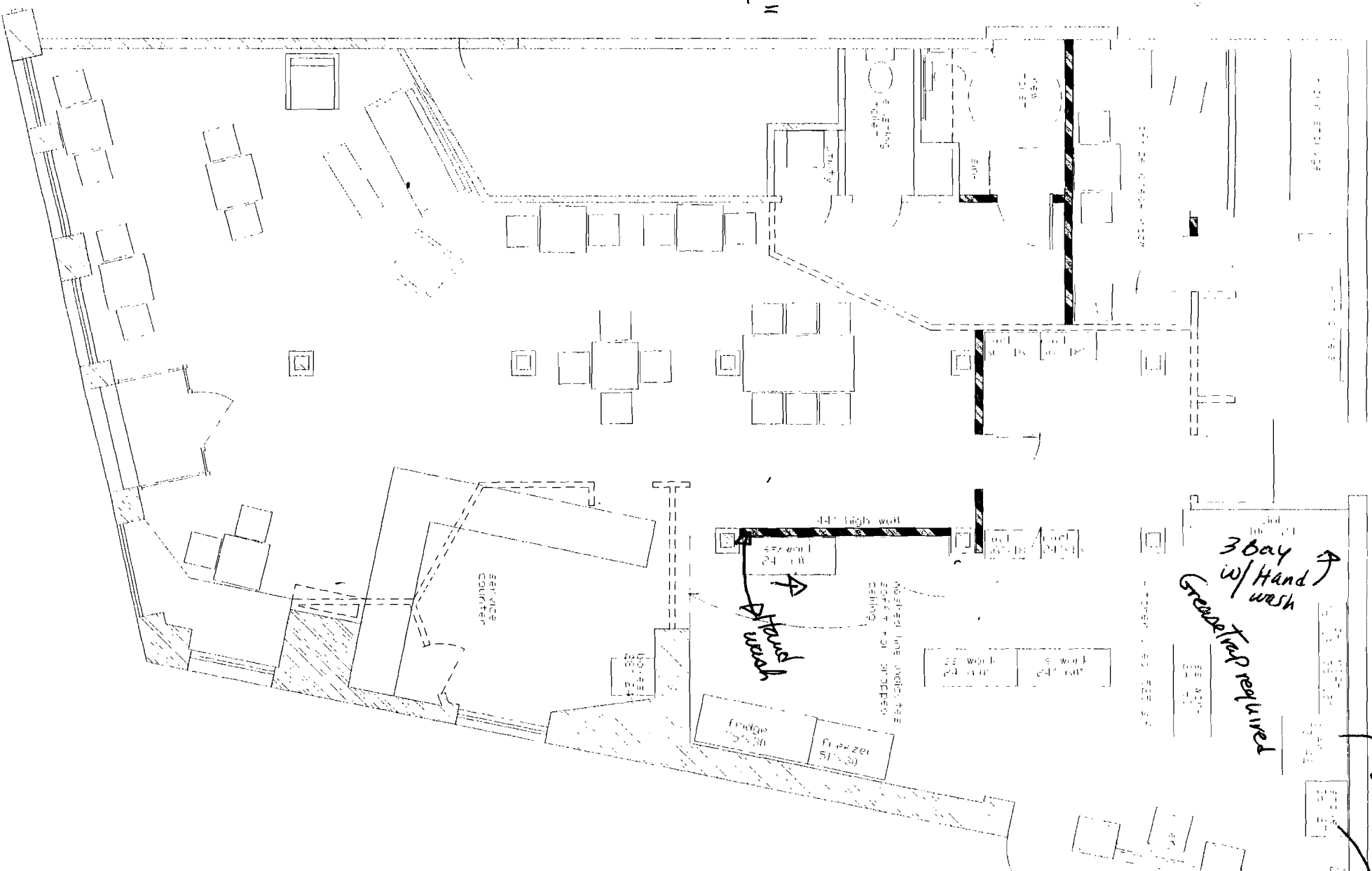


267 Commercial Street Floor Plan

Proposed floor plan  
entire space



Structural walls  
will be typical  
wood framing w/ 1/2"  
dry wall



6/27/11  
Per Kevin M. &  
wants to add small DW  
for customer dishes - not sure  
of location

Proposed floor plan  
entire space

Structural walls  
will be typical  
wood framing w/1/2"  
dry wall

