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## 4. EVIDENCE OF RIGHT, TITLE AND INTEREST

MMC has formalized property right and interest from East Brown Cow and associated holdings as well as The Fraternal Order of Eagles, respectively..

Cowcatcher LLC is splitting the 211,576 square foot existing lot associated with 222 St. John Street into two lots Cast Cow (131,351 square feet) and Cowcatcher (80,225 square feet). MMC has entered into a lease agreement with Cast Cow LLC for a land lease to construct the parking garage.

MMC has signed a purchase and sale agreement with the Fraternal Order of Eagles to purchase an approximately 25,000 square foot lot that is currently used for surface parking north of the Eagles building.

Documentation referencing MMC's Right, Title and Interest in these properties has been attached to this Section.

### 4.1 Attachments

- Right, Title, & Interest Documents

MEMORANDUM OF CONTRACT FOR SALE AND PURCHASE OF PROPERTY

This is a Memorandum of that unrecorded Contract for Sale and Purchase of Property ("Contract"), dated 6/7/18, between the Fraternal Order of Eagles #565, (hereinafter referred to as "Seller"), and Maine Medical Center, (hereinafter referred to as "Buyer") concerning the real property ("Property") described in Exhibit "A" attached hereto and made a part hereof by reference.

For good and valuable consideration, Seller has agreed to sell and Buyer has agreed to buy, the Property upon the terms and conditions set forth in the Contract.

This Memorandum is not a complete summary of the Contract. Provisions of this Memorandum shall not be used in interpreting the Contract. In the event of conflict between this Memorandum and the Contract, the Contract shall control.

This memorandum shall not be recorded.

IN WITNESS WHEREOF, the parties have executed this Memorandum on June 7, 2018.

SELLER: FRATERNAL ORDER OF EAGLES #565

[Signature]  
BY: Patrick Thornton  
ITS: Attorney

STATE OF MAINE  
CUMBERLAND COUNTY

June 7, 2018

Personally appeared the above-named Patrick Thornton,  
duly authorized attorney for of the Fraternal Order of Eagles #565, and acknowledged the forgoing to be his free act and deed in that capacity and the free act and deed of the FOE #565.

Before me,

Sally Steinhagen  
Notary Public/ Attorney at Law  
Print Name: Sally Steinhagen

[PURCHASER SIGNATURE PAGE TO FOLLOW]

**SALLY A. STEINHAGEN**  
Notary Public State of Maine  
My Commission Expires May 3, 2020

PURCHASER: MAINE MEDICAL CENTER

*Lugene A. Inzana*  
BY: LUGENE A. INZANA  
ITS: CFO

STATE OF MAINE  
CUMBERLAND COUNTY

June 7, 2018

Personally appeared the above-named Lugene Inzana, Sr VP and Chief Financial Officer of Maine Medical Center, and acknowledged the forgoing to be his free act and deed in that capacity and the free act and deed of the Maine Medical Center.

*Sharon A. Hopwood*  
*Notary*

**SHARON A. HOPWOOD**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**August 16, 2022**

SHORT FORM QUITCLAIM DEED WITHOUT COVENANT

DLN # 1001840024222

COWCATCHER LLC, a Maine limited liability company with a place of business in Portland, Maine ("Grantor"), FOR CONSIDERATION PAID, grants to CASTE COW LLC, a Maine limited liability company with a mailing address of 100 Commercial Street, Portland, Maine 04101 ("Grantee"), certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Being a portion of the premises conveyed to the Grantor by Trustee's Deed from Craig G. Coffin, as successor to Daniel W. Hourihan, Trustee of the St. John Realty Trust dated September 10, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26330, Page 105, and by Release Deed and Easement Deed, both from Union Station Limited Partnership dated January 12, 2009 and recorded in said Registry of Deeds in Book 26601, Pages 314 and 316 respectively.

IN WITNESS WHEREOF, Cowcatcher LLC has caused this instrument to be executed by J. Tim Soley, Manager of East Brown Cow Holdings II LLC, the Sole Member of Cowcatcher LLC thereunto duly authorized, this 4th day of April, 2018.

WITNESS:

COWCATCHER LLC

  
Name: WILLIAM M. WELCH

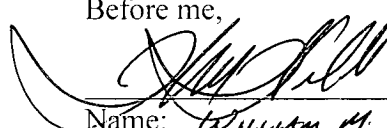
By: East Brown Cow Holdings II LLC  
Its Sole Member

By: \_\_\_\_\_  
J. Tim Soley  
Its Manager

State of Maine  
County of Cumberland, ss.

April 4, 2018

Personally appeared before me the above named J. Tim Soley, Manager of East Brown Cow Holdings II LLC, the Sole Member of Cowcatcher LLC, as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said Cowcatcher LLC.

Before me,  
  
Name: WILLIAM M. WELCH  
-Notary Public / Attorney at Law

**EXHIBIT A**

A certain lot or parcel of land with the buildings and improvements thereon, situated on the westerly side of Saint John Street, in the City of Portland, County of Cumberland and State of Maine more particularly described as follows:

Beginning at a point on the westerly sideline of St. John Street said point being the northeasterly corner of land now or formerly of Tim Q. Ly as described in deed book 17799 page 58;

Thence, S 82°23'43" W along land of said Ly 94.00 feet;

Thence, S 07°36'17" E along land of said Ly 49.99 feet to land now or formerly of Patricia P. Chase as described in deed book 9635, page 132;

Thence, S 82°23'43" W along land of said Chase 10.17 feet;

Thence, S 07°05'02" E along land of said Chase and land now or formerly of Fraternal Order of Eagles AERIE No. 565 as described in deed book 9214, page 114 a distance of 459.94 feet to land now or formerly Factors Financial FRC, Inc. as described in deed book 1778, page 288;

Thence, S 82°23'43" W along land of said Factors Financial FRC, Inc. 214.99 feet to land now or formerly of Portland Terminal Co.;

Thence, N 11°02'22" W along land of said Portland Terminal Co. 218.83 feet;

Thence, continuing along land of said Portland Terminal Co. northeasterly along a curve to the right having a radius of 5710.00 feet, an arc length of 323.02 feet, chord bearing of N 09°25'07" W and chord length of 322.998 feet to remaining land of Cowcatcher LLC;

Thence, N 80°00'00" E along remaining land of Cowcatcher LLC 207.13 feet;

Thence, N 82°23'43" E along remaining land of Cowcatcher LLC 139.73 feet to the westerly sideline of said St. John Street;

Thence, S 07°36'17" E along the westerly sideline of said St. John Street 40.00 feet to land of said Ly and the point of beginning containing 3.02 acres more or less. Being a portion of the property described in deed book 26330, page 105

Bearings are based on Maine State Plane Coordinates as provided by the City of Portland

The above described parcel of land is a portion of the property shown on "Boundary and Topographic Survey at 217, 218-238, 221 and 225 St. John Street, Portland, Maine made for Cowcatcher LLC" dated Nov. 16, 2016 by Owen Haskell, Inc.

This conveyance is made together with the benefit of a non-exclusive easement for pedestrian and motor vehicle ingress and egress to/from the above described parcel over the portion of Grantor's retained land more fully described below (the "Easement Area"). This easement shall be appurtenant to and benefit the above described parcel and the same shall run with the land. The Easement Area is more particularly bounded and described as follows:

Commencing at a point on the westerly sideline of St. John Street said point being the northeasterly corner of land now or formerly of Tim Q. Ly as described in deed book 17799 page 58;

Thence, N 07°36'17" W along the westerly sideline of said St. John Street 40.00 feet;

Thence, S 82°23'43" W along the remaining land of Cowcatcher LLC 139.73 feet;

Thence, S 80°00'00" W along the remaining land of Cowcatcher LLC 24.10 feet to the Point of Beginning;

Thence, from said Point of Beginning S 80°00'00" W along the remaining land of Cowcatcher LLC 26.00 feet;

Thence, N 09°36'17" W across the remaining land of Cowcatcher LLC 125.08 feet to land now or formerly of Union Station Plaza Limited Partnership as described in deed book 6813, page 250;

Thence, N 82°23'43" E along land of said Union Station Plaza Limited Partnership 26.02 feet;

Thence, S 09°36'17" E across the remaining land of Cowcatcher LLC 123.99 feet to the point of beginning containing 3,238 square feet more or less.

Bearings are based on Maine State Plane Coordinates as provided by The City of Portland.

This conveyance is also made together with the benefit of, and subject to the rights of Grantor and others, which are expressly reserved hereby, and the terms and conditions of, that certain easement granted by Fraternal Order of Eagles AERIE No. 565 to Daniel W. Hourihan as Trustee of the St. John Street Realty Trust by Easement Deed dated May 25, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9214, Page 118.

This conveyance is also made together with the benefit of, and subject to the rights of Grantor, Union Station Limited Partnership and others, which are expressly reserved hereby, and the terms and conditions, of that certain easement granted by said Union Station Limited Partnership to Grantor by Easement Deed dated January 12, 2009 and recorded in the Cumberland County Registry of Deeds in Book 26601, Page 316.

This conveyance is also made together with the benefit of, and subject to the rights of Grantor, Union

Station Limited Partnership and others, which are expressly reserved hereby, and the terms and conditions, of that certain easement granted by Grantor to said Union Station Limited Partnership by Easement Deed dated January 12, 2009 and recorded in the Cumberland County Registry of Deeds in Book 26601, Page 321.

This conveyance is also made subject to an easement hereby reserved by Grantor for the benefit of and appurtenant to the portion of Grantor's retained land lying westerly of St. John Street, as described in that certain Trustee's Deed from Craig G. Coffin, as successor to Daniel W. Hourihan, Trustee of the St. John Realty Trust dated September 10, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26330, Page 105, and in that certain Release Deed and that certain Easement Deed, both from Union Station Limited Partnership dated January 12, 2009 and recorded in said Registry of Deeds in Book 26601, Pages 314 and 316 respectively, for parking up to **400** vehicles, either in the parking structure contemplated to be constructed on the parcel conveyed hereby, or on the surface of said parcel until such time as said parking structure or other structure is constructed, together with the right of vehicular ingress and egress across the parcel conveyed hereby, from St. John Street directly and Grantor's retained land to and from such parking areas, whether located on the surface or within a parking structure, on the following terms and conditions:

1. The parking spaces shall be located as designated by Grantee.
2. Grantor shall have no right to exercise said ingress and egress rights or use any of said parking spaces so long as the ground lessee (or its successors or assigns) of Grantee (or its successors or assigns) for the entire property conveyed hereby, shall also be the lessee of Grantor for the entirety of Grantor's retained land.
3. Grantee shall have the right to use all such parking spaces for itself or its tenants or subtenants until such time as Grantor elects to use the same upon at least **30** days prior written notice to Grantee or its successors or assigns, and to Grantee's ground lessee (if applicable).
4. In the event Grantor elects to use any such parking spaces, Grantor agrees to reimburse Grantee at a zero triple net rate (i.e. the operating costs allocated to each such space, excluding capital expenses), monthly upon presentation of invoices for the same.

The Easement reserved herein is perpetual and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall burden the property conveyed hereby to Grantee and shall benefit and be appurtenant to the retained land of Grantor as described above and shall be construed as a real covenant running with the land enforceable by the parties at law and in equity.

Received  
Recorded Register of Deeds  
Apr 04, 2018 11:34:08A  
Cumberland County  
Nancy A. Lane

MEMORANDUM OF LEASE

LANDLORD: CASTE COW LLC, a Maine limited liability company with a mailing address of 100 Commercial Street Portland, Maine 04101.

TENANT: MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102.

DESCRIPTION: Premises in Portland, Maine and described in a deed recorded in the Cumberland County Registry of Deeds in Book 34754 Page 65.

DATE OF LEASE: April 4, 2018

TERM: **50 years** from the Commencement Date specified in the Lease. The parties shall record a Commencement Date certificate.

OPTION TO RENEW: **Two successive 25 year options.**

PURCHASE RIGHT: Tenant's right to purchase is described in the Lease.

DATED: April 4, 2018

CASTE COW LLC

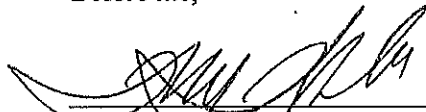
By: J. Tim Soley, Manager

STATE OF MAINE  
Cumberland County

April 4, 2018

Personally appeared the above-named J. Tim Soley, Manager of Caste Cow LLC, and acknowledged the foregoing to be his free act and deed in that capacity and the free act and deed of the limited liability company.

Before me,



~~Notary Public~~ Attorney at Law

Print Name: William M. Welch, Esq


[TENANT SIGNATURE PAGE FOLLOWS]



TENANT SIGNATURE PAGE

Dated: April 4, 2018

MAINE MEDICAL CENTER



Richard W. Petersen  
President & Chief Executive Officer

STATE OF MAINE  
Cumberland County

April 4, 2018

Personally appeared the above-named Richard W. Petersen, President & Chief Executive Officer of Maine Medical Center, and acknowledged the foregoing to be his free act and deed in that capacity and the free act and deed of the corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: Benjamin Cunniff

Received  
Recorded Register of Deeds  
Apr 04, 2018 11:36:25A  
Cumberland County  
Nancy A. Lane