

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Kristen Cobb

Located At 21 MAY ST

Job ID: 2012-07-4509-ALTR

CBL: 057- C-012-001

has permission to Updating bedroom and kitchens

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues 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

Code Enforcement Officer / Plan Reviewer

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

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-07-4509-ALTR	Date Applied: 7/23/2012	CBL: 057- C-012-001	
Location of Construction: 21 MAY ST	Owner Name: KRISTEN COBB	Owner Address: 21 MAY STREET, PORTLAND, ME 04102	Phone: 592-3709
Business Name:	Contractor Name: Maine Properties, Inc. – Steve Murphy	Contractor Address: PO BOX 368 SCARBOROUGH MAINE 04074	Phone: (207) 883-3753 408-5957
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG ALT	Zone: R-6
Past Use: Two Family dwelling	Proposed Use: Same: Two family dwelling – updating 1 st floor bedroom and updating kitchens	Cost of Work: \$7,000.00	CEO District:
		Fire Dept: <i>[Signature]</i> Approved Denied N/A	Inspection: Use Group: <i>123</i> Type: IBC <i>SB</i> <i>IBC 09</i> Signature: <i>[Signature]</i>
Proposed Project Description: Updating bedroom and kitchens		Pedestrian Activities District (P.A.D.)	
Permit Taken By: Brad		Zoning Approval	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p>Special Zone or Reviews</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>___ Maj ___ Min ___ MM Date: <i>ok with conditng</i> <i>7/27/12</i></p>	<p>Zoning Appeal</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>Historic Preservation <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: Approval</i></p>
	CERTIFICATION		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative 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	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: 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.**

Required Inspections:

Close In Elec/Plmb/Frame prior to insulate or gyp

Final 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.



PORTLAND MAINE

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Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-07-4509-ALTR

Located At: 21 MAY ST

CBL: 057- C-012-001

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that no additional kitchens are to be installed which will thereby change the use of the property. It is understood that the existing kitchens will be updated
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
3. This property shall remain a two family dwelling. Any change of use shall require a separate permit application for review and approval.

Building

1. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
2. Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.

in Historic
R-6 Entitled 7/23/12

(13)



General Building Permit Application

2012-07-4509 - ALTR

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			21 May St. Portland ME 04102		
Total Square Footage of Proposed Construction Area		Square Footage of Lot		Number of Stories	
2447		3620		3	
Tax Assessor's Chart, Block & Lot			Applicant (must be owner, lessee or trustee)		
Chart#	Block#	Lot#	Name	Telephone	
57	C	1a	Kristen Corbin	207-592-3709	
			Address	21 May St.	
			City, State & Zip	Portland ME 04102	
Lessee/DBA			Contractor Information		
			Name	Maine Properties Inc	
			Address	197 US Rt 1 P.O. Box 368	
			City, State & Zip	Scarborough ME 04070	
			Contractor's License #	90.00	

Current legal use (i.e. single family) ~~single family~~ *multifamily* Number of Residential Units *2 use of per G Drive*

Proposed Specific use:
 Is property part of a subdivision? ...
 Project description:
Updating plumbing, electrical and first floor bedroom
Updating Kitchens

Contractor's name: *Maine Properties Inc* Email: *steven@mpropertiesinc.com*
 Address: *197 US Rt 1 P.O. Box 368*
 City, State & Zip: *Scarborough ME 04070* Phone: *883-3753*
 Who should we call for more information: *Steve Murphy* Phone: *408-5957*
 Mailing address: *Same*

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

RECEIVED
 JUL 23 2012
 Dept. of Building Inspections
 City of Portland Maine

Kristen Corbin

7/22/12



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Receipts Details:

Tender Information: Check , Check Number: 990364

Tender Amount: 90.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 7/23/2012

Receipt Number: 46219

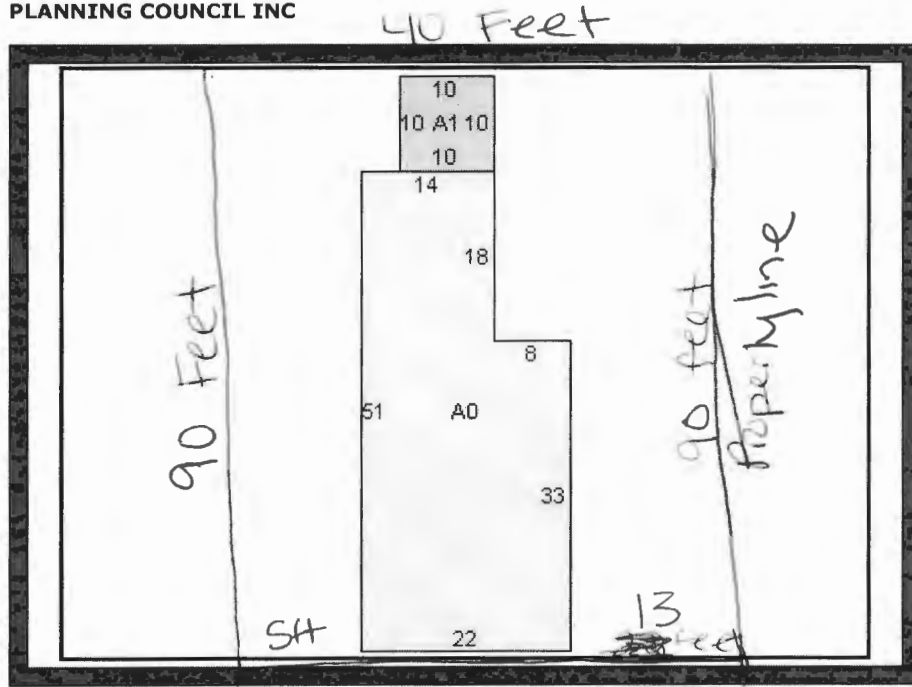
Receipt Details:

Referance ID:	7341	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	90.00	Charge Amount:	90.00
Job ID: Job ID: 2012-07-4509-ALTR - Updating bedroom and kitchens			
Additional Comments: 21 May			

Thank You for your Payment!

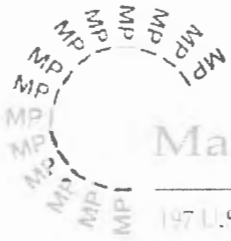
PARID: 057 C012001
NBHD: 102
PORTLAND WEST NEIGHBORHOOD
PLANNING COUNCIL INC

JUR: ME003
ROLL: REAL
21 MAY ST



— Sidewalk
40 feet —

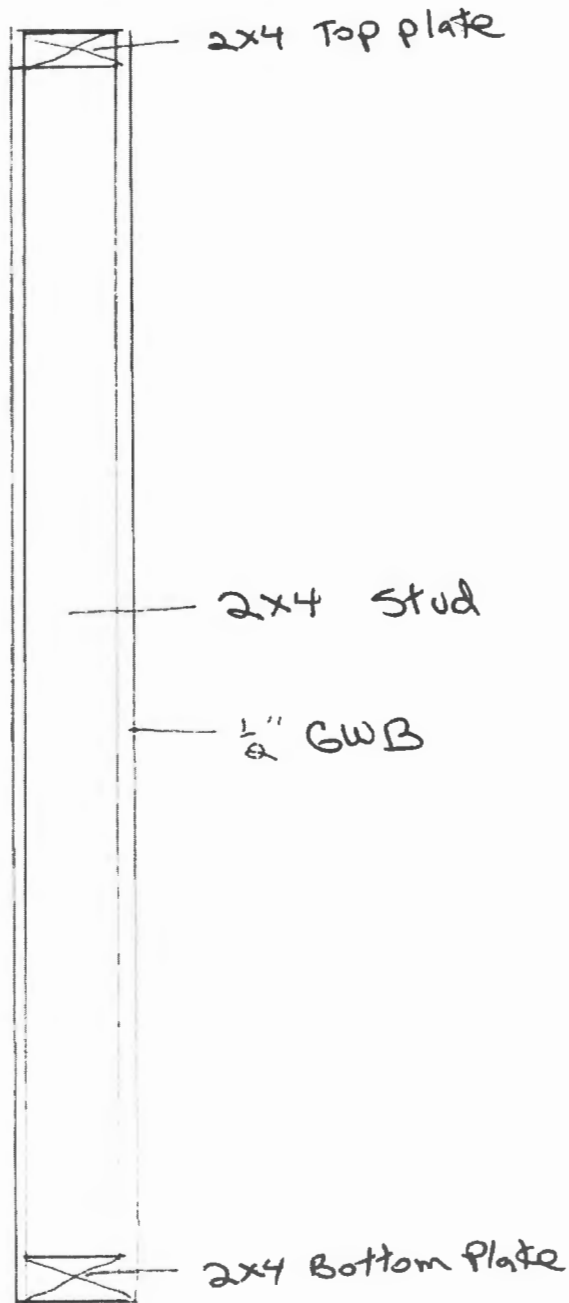
May St.



Maine Properties, Inc.

197 U.S. Route 1, P.O. Box 388, Scarborough, ME 04070-0388

Interior Wall Section - 21 May St
Portland ME

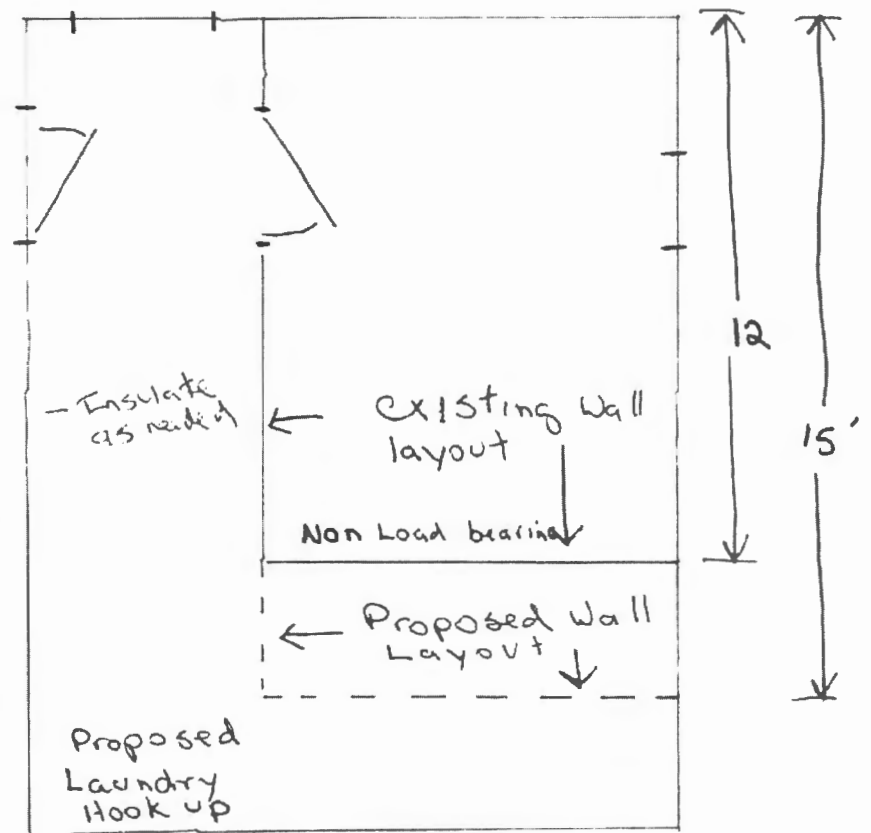


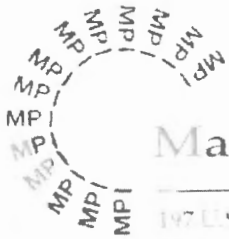


Maine Properties, Inc.

197 U.S. Route 1, P.O. Box 368, Scarborough, ME 04071-0368

Proposed floor plan changes for
1st Floor Back room at 21 May St





Maine Properties, Inc.

197 U.S. Route 1, P.O. Box 368, Scarborough, ME 04070-0368

207 / 887-1753

Fax # 207 / 883-8764

July 2

Kristen,

Here are the drawings you need to get the building permit for 21 May St.

The only part of the project that needs a permit is the

- 1) Plumbing
- 2) Electrical
- 3) The demo and reframe of the first floor back bed/ laundry room.

The permit you will apply for is the 1st floor laundry and bedroom.

The total cost for that portion of the project for permit purpose is \$6500.00

Lannie remembered you and the only other drawing you will need is the 1st floor plan with the page showing the wall change referenced.

PURCHASE AND SALE AGREEMENT

Offer Date May 17, 2012

Effective Date is defined in Paragraph 2 of this Agreement

1. PARTIES This Agreement is made between Kristen Cobb, ("Buyer") and Learning Works, ("Seller")

2. DESCRIPTION Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of, if "part of" see para. 26 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 21 May Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 4943 Page(s) 139

3. FIXTURES The Buyer and Seller agree that all fixtures including but not limited to existing storm and screen windows, shades and or blinds, shutters, curtain rods, built in appliances, heating sources systems including gas and or kerosene fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following N/A

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

4. PERSONAL PROPERTY The following items of personal property as viewed on May 15, 2012 are included with the sale at no additional cost, in "as is" condition with no warranties. N/A

5. PURCHASE PRICE For such Deed in Fee and Buyer agrees to pay the total purchase price of \$ 220,000.00 Buyer has delivered; or will deliver to the Agency within 2 days of the Offer Date, a deposit of earnest money in the amount \$ 500.00 If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempt made to take effect of this offer to reimburse on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 1,500.00 will be delivered within 10 days of effective date Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions: EARNEST MONEY ACCEPTANCE Malone Commercial Brokers (KL) (ES) ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 21, 2012 (to the) 5:00 AM PM, and, in the event of non-acceptance, the earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as to the losing party or the prevailing party.

7. TITLE AND CLOSING: A deed conveying good and merchantable title in accordance with the standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 7/2/2012 Closing date or before, if agreed in writing by both parties. If Seller is unable to comply in accordance with the provisions of this paragraph then Seller shall have a reasonable time period, not to exceed 90 calendar days, from the time Seller is notified of the Buyer's assignment or agreed to a closing by both Buyer and Seller to remedy the title. Seller hereby agrees to make a good faith effort to resolve any title defects during such period, by the date of the closing date as noted above in the event that such reasonable effort is not made, the Buyer may elect to proceed with the deal with the title defect remedy Agreement. The time, the risk and the cost of the title defect remedy shall be the responsibility of the Seller as set forth in the obligations hereinafter with respect to the closing of the transaction.

8. EJECTA: The property subject to this agreement is vacant with no tenants and shall be free and clear of all encumbrances except as set forth in the obligations hereinafter with respect to the closing of the transaction. The Seller shall be responsible for the removal and disposal of all debris and other items on the property at the time of closing.

9. DISPUTE RESOLUTION: This Agreement shall be governed by the laws of the State of Maine. Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the State of Maine. The arbitration shall be confidential and the arbitrator's decision shall be final and binding on the parties.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. Prior to closing, risk of loss, damage or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and theft, extended casualty, risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL, UTILITIES/PRORATIONS. Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing by company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u>	days	1. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	2. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
c. Containment and septics	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	3. Arsenic/Tremor/Void	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	4. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	5. Code Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	6. Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	7. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	8. Lot size acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	9. Survey Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	10. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
k. Smoke/CO detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days	11. Basement water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
						12. Flood Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days
						13. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u>	days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above. Otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigations mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM. Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding decontamination procedures and asbestos removal work.

14. FINANCING. This Agreement is is not subject to financing. If subject to financing:

a. This Agreement is subject to Buyer obtaining a FHA 203k loan of 96,500 from the purchase price and an interest rate not to exceed 1.500%, the amount of the purchase price is 30 years. Buyer understands a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with any other financial information for Buyer's mortgage application, including but not limited to paystubs, bank statements, and other financial information as requested by the lender. If Buyer fails to provide Seller with such information, the lender may not approve the mortgage and the earnest money shall be returned to Buyer.

c. Buyer hereby will make, maintain and defend the title to the property to be sold free and clear of all liens, mortgages, judgments, claims, taxes, and other encumbrances.

d. Seller, licensee or Buyer's licensee:

1. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

2. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

3. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

4. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

5. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

6. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

7. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

8. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

9. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

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11. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

12. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

13. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

14. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

15. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

16. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

17. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

18. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

19. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

20. Acknowledges that Buyer is obligated to provide all the information requested by the lender to obtain the loan.

BROKERAGE DISCLOSURE Buyer and Seller acknowledge they have been advised of the following agency relationship:

Joe Malone (_____) of Malone Commercial Brokers (_____)
Licensee (MLS ID _____) Agency (MLS ID _____)
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Michael Cobb II (_____) of Creative Realty Group Inc (_____)
Licensee (MLS ID _____) Agency (MLS ID _____)
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agent and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DIFAULT RETURN OF EARNEST MONEY In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require arbitration clauses from both parties prior to disbursing the earnest money to either Buyer or Seller.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in this forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediate on an expedited basis with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in the subsequent litigation. This clause shall survive the closing of the transaction.

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

19. HEIR/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the Seller and the assigns of the Buyer.

20. COINTEGRANTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has or has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the receipt of notice, communication or document delivery to the party or their licensee. Validity of other notice and communication methods, including communication, verbally or in writing.

23. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof, to be printed as conspicuously set forth in the agreement. The use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days, defined as excluding Saturdays, Sundays and any observed Maine State Holiday. Deadlines in this agreement relating to all addenda, representations, warranties and disclosures shall be counted from the Effective Date unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm Eastern Time on the last day specified, unless expressly stated to the contrary, and unless, in this Agreement, or in any of the addenda, a provision is made that shall end at 10:00 pm Eastern Time on such date.

24. OPEN HOUSE: Buyer and Seller acknowledge that the Seller's listing agent has the right to conduct an open house on the property at any time and place, including on the property, and that the Seller agrees to provide the listing agent with the necessary information to conduct such open house. Buyer and Seller agree to provide the listing agent with the necessary information to conduct such open house.

25. COPIES: Buyer and Seller agree to provide 1 2 3 4 5 copies of this Agreement to the Buyer. The Property Description Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: Seller's obligations are contingent upon approval of the transaction described herein by Seller's board of directors. Seller shall have fourteen (14) days in which to obtain such approval. If Seller has not obtained such approval within fourteen days, all deposits shall be refunded to Purchaser and the Contract shall terminate and be of no further force or effect.

INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated May 17, 2012, between Kristen Cobb, Buyer, and Learning Works, Seller, concerning the property located at 21 May Street, Portland,

I. Extension

Buyer hereby requests additional time to research the issue of _____ as set forth in paragraph _____, sub _____, and, by signature below, Seller hereby extends the deadline in the Agreement to notify Seller of an unsatisfactory investigation to _____

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation unless the Modification/Termination section below is signed by Buyer, Buyer hereby requests the following modifications to the Agreement:

Seller shall, at Seller's expense, make any repairs necessary to get second floor heat and hotwater in working order

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph 12, sub a. By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions to remain in full force and effect.

Buyer Kristen Cobb Date _____ Seller Learning Works Date _____

Buyer _____ Date _____ Seller _____ Date _____

III. Extension/Modification/Termination

Whether the Extension/Modification/Termination section above is signed by Buyer, the deadline set forth in Paragraph _____ shall remain in full force and effect.

Buyer _____

IV. Termination of Agreement

Buyer _____
Seller _____

