

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that

MAINE HEALTH ASSOCIATES OF MAINE-

JOHN O'BRIEN

Job ID: 2012-06-4290-CH OF USE

Located At 251 WOODFORD ST

CBL: 123- L-005-001

has permission to Change of use from dwelling units to office space alterations to 2nd floor egress 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

Jamie Bank 8.30.12
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: 251 WOODFORD ST

CBL: 123- L-005-001

Issued to: JAGGER, ALLAN D /
MENTAL HEALTH ASSOCIATES OF MAINE LLC

Date Issued: 11/7/2012

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. 2012-06-4290-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

ENTIRE

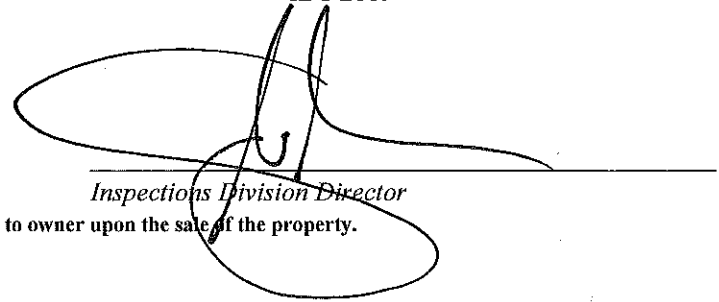
APPROVED OCCUPANCY

USE GROUP B - OFFICES
TYPE 5B
IBC 2009

Approved:
11-7-2012

(Date)  Inspector

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.


Inspections Division Director

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.**

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

Certificate of Occupancy 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

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-06-4290-CH OF USE

Located At: 251 WOODFORD ST

CBL: 123- L-005-001

Conditions of Approval:

Zoning

1. Separate permits shall be required for any new signage.
2. With the issuance of this permit and the certificate of occupancy, the legal use of this property shall remain as professional offices. Any change of use shall require a separate permit application for review and approval.

Fire

1. Installation shall comply with City Code Chapter 10.
2. All construction shall comply with City Code Chapter 10.
3. <http://www.portlandmaine.gov/citycode/chapter010.pdf>
4. This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.
5. Doors separating basement need to be 60 min. rated. Self-closing and latching.
6. Architect will adjust plans to correct vertical opening issue.

I met with Peter Harrington on site and informed him he needed a Registered Design Professional to submit plans.

Building

1. Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work. If the optional bearing wall is replaced with a beam, details shall be provided showing attachments and bearing points, including any new footings and posts.
2. 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.
3. The Certificate of Occupancy will not be issued until the work associated with the Administrative Authorization is completed and inspected.

B-1

Entered 6/19/12

(15)



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.

2012-06-4250 - Ch of use

Location/Address of Construction: <u>251 Woolford St Portland</u>		
Total Square Footage of Proposed Structure/Area <u>4176</u>	Square Footage of Lot	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>123</u> Block# <u>L905</u> Lot# <u>005</u> 8560 123 005 Book: <u>17194</u> ; Page: <u>248</u>	Applicant: (must be owner, lessee or buyer) Name <u>Mental Health Assoc of ME</u> Address <u>465 Congress St Suite 700</u> City, State & Zip <u>Portland ME 04101</u>	Telephone: <u>(207) 773-2828</u> <u>08am x 1710</u>
Lessee/DBA RECEIVED JUN 19 2012 Dept. of Building Inspections City of Portland Maine	Owner: (if different from applicant) Name <u>Allan Jagger</u> Address <u>40 O'Brien St. O'Brien</u> City, State & Zip <u>Portland ME 04101</u>	Cost of Work: \$ _____ C of O Fee: \$ _____ Historic Review: \$ _____ Planning Admin.: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>two family (was used as office)</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: <u>office</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>Change of use! change permit to "office"</u>		
Contractor's name: _____ Email: _____ Address: _____ City, State & Zip: _____ Telephone: _____ Who should we contact when the permit is ready: _____ Telephone: _____ Mailing address: _____		

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

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, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

and 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: [Signature] Date: 6/19/12

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

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-06-4290-CH OF USE	Date Applied: 6/19/2012	CBL: 123- L-005-001	
Location of Construction: 251 WOODFORD ST	Owner Name: ALLAN D JAGGER	Owner Address: 40 O'BRIEN ST PORTLAND, ME 04101	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Mental Health Associates of Maine, LLC - John O'Brien	Phone: 207-773-2828	Permit Type: BLDG - Building	Zone: B-1/R-5
Past Use: Two dwelling units	Proposed Use: Offices - change of use from dwelling units to office space <i>Alterations to 2nd FL Egress</i>	Cost of Work: 1000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A Signature: <i>Capt. Paine</i>	Inspection: Use Group: <i>B</i> Type: <i>SB</i> <i>IBC-2009</i> Signature: <i>JMB</i>
Proposed Project Description: <i>Change of use to Office w/Alterations to 2nd FL Egress</i>		Pedestrian Activities District (P.A.D.) <i>8/22/12</i>	

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 information may invalidate a building permit and stop all work.</p>	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>OK w/conditions 6/21/12 ABU</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABU</i>

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



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , Check Number: 16610

Tender Amount: 75.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 6/19/2012

Receipt Number: 45146

Receipt Details:

Referance ID:	6955	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-06-4290-CH OF USE - Change of use to Office			
Additional Comments: 251 Woodfords			

Thank You for your Payment!

John M. O'Brien, Ph.D.
Mental Health Associates of Maine, LLC
465 Congress Street Suite 700, Portland, Maine 04101

obrien@mentalhealthassociates.me
Phone: (207) 773-2828 x1310
Fax: (207) 761-8150

June 19, 2012

Zoning Administration
City of Portland
Planning and Urban Development Department
389 Congress St. Room 315
Portland, ME 04101

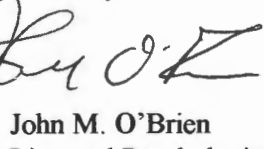
Dear Zoning Office,

Enclosed you will find an application for a Change of Use for a structure at 251 Woodford St. in Portland. Our group has a signed Purchase and Sale Agreement to be able to purchase the property for our business. We would be using the building as office space for our practice. It is our understanding that the building is in a Commercial Zone and is eligible for this change. We have included the following documents in our application:

1. Plot plan of the property
2. Floor plan of the property
3. Purchase and Sale agreement
4. Application
5. \$75 fee

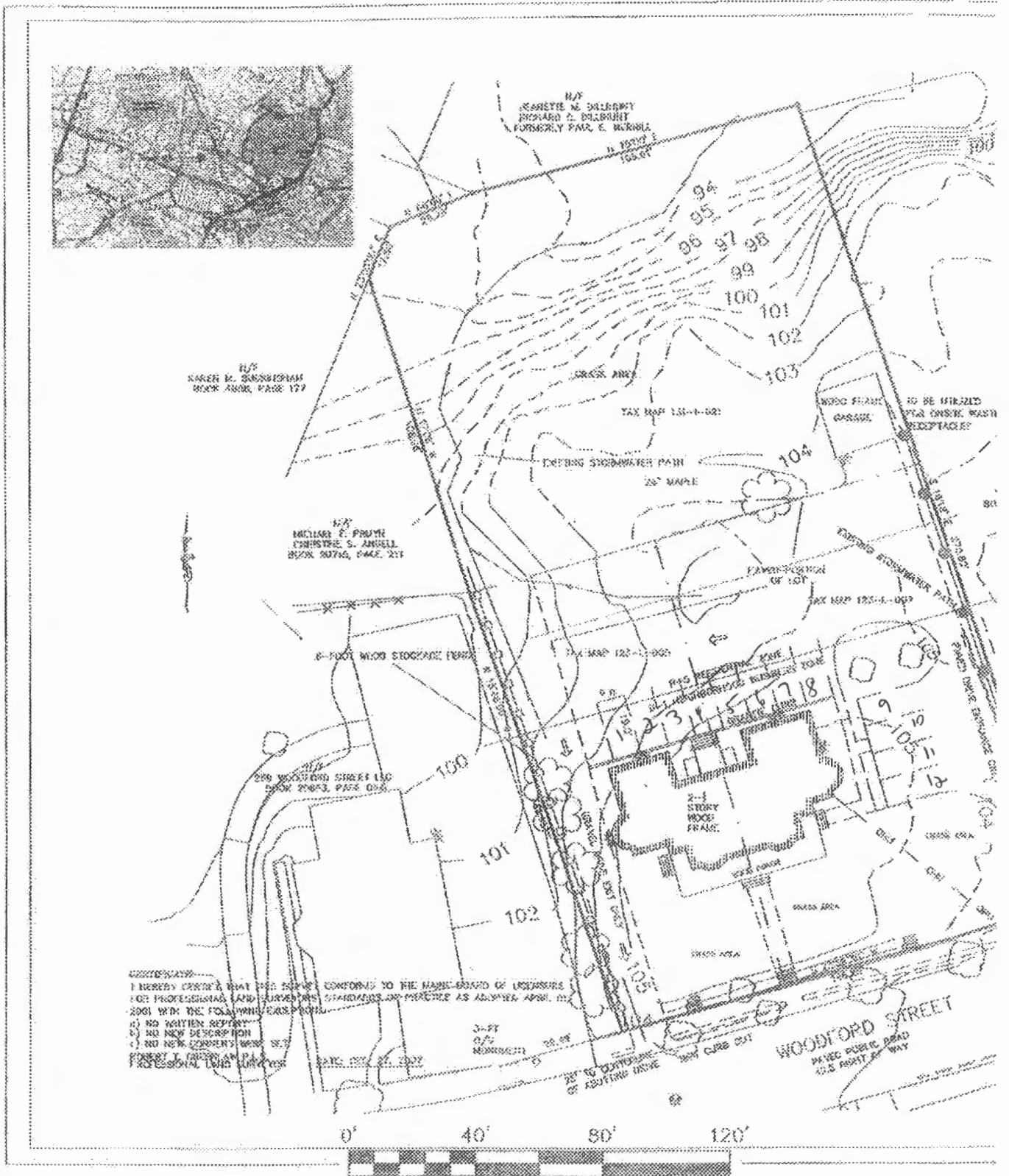
Please let us know if you require additional information in order to consider our request. We look forward to hearing from you at your earliest convenience.

Sincerely,

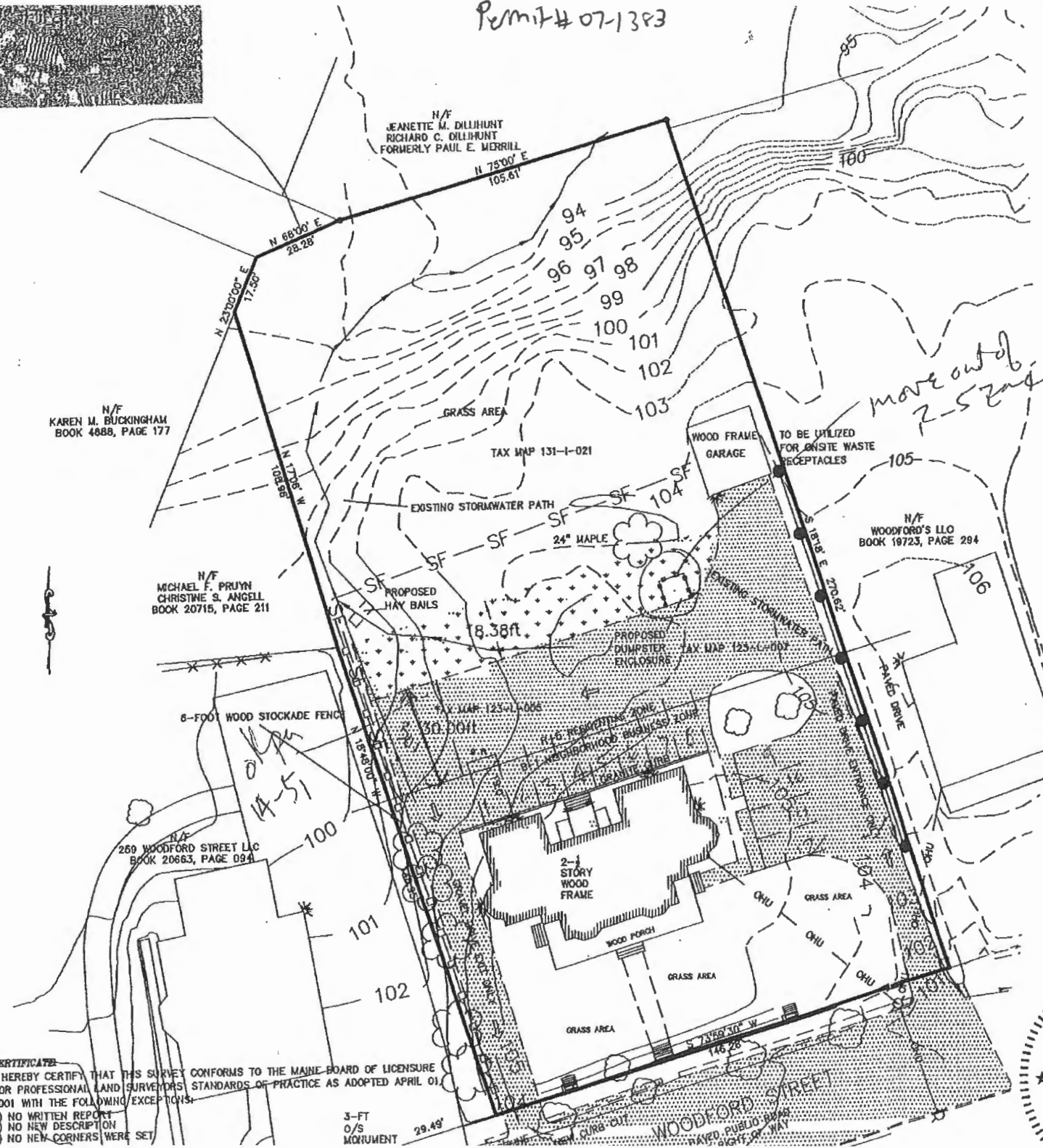


John M. O'Brien
Licensed Psychologist
Managing Partner, Mental Health Associates of Maine

Plot Plan
251 Woodford St



Permit # 07-1383



- LOCATED BY HOODS...
 TO HAVE AN ELEVATION VALUE OF 56.00
- THIS SURVEY SHOWS THE CURRENT C...
 - REFERENCE IS MADE TO THE FOLLOW:
 - CITY OF PORTLAND ASSESSORS PL...
 - STREET LINE SHEETS OF WOODFORD...
 - AREA OF SUBJECT PARCEL: 39,670 S...
 - EXISTING LOT COVERAGE: BUILDINGS, I...
 PROPOSED LOT COVERAGE WITH THE I...
 - THERE WERE NO RESTRICTIONS BURD...
 - PRESERVE THE PAVEMENT IN THE ARI...
- ZONE: R-5 RESIDENTIAL ZONE AND B...
 SEE THE CITY OF PORTLAND WEB SITE.

BY GRAPHIC PLOTTING ONLY, THIS PRO...
 230051 139, WHICH BEARS AN EFFECT...

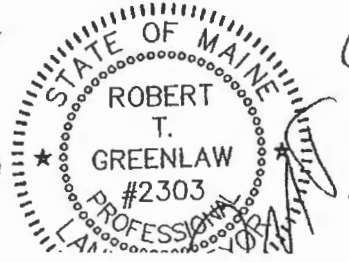
PARKING: 13 ONSITE 9-FOOT BY 19-F...

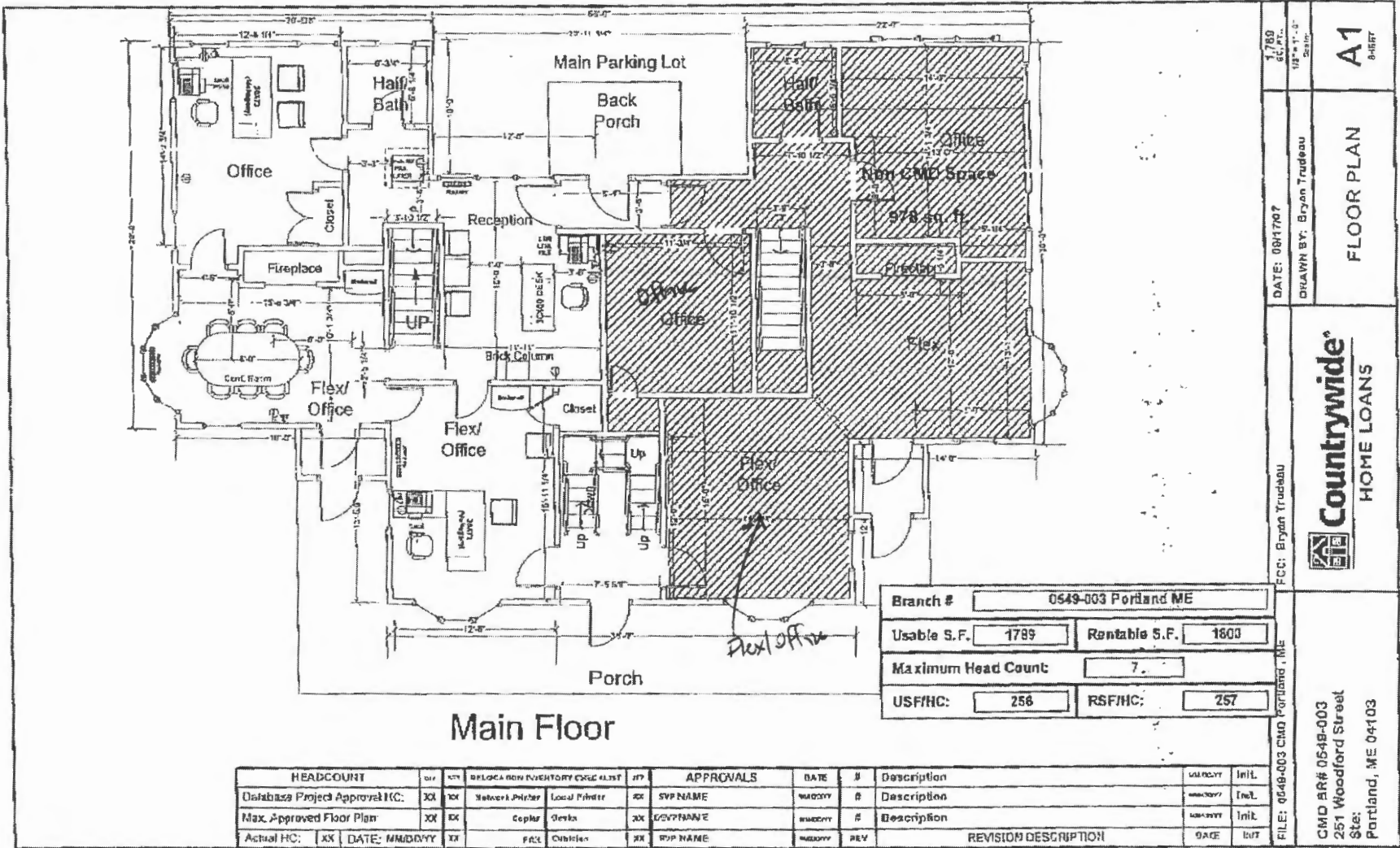
- LEGEND**
- 3' Offset Monum
 - ⊙ 5/8" Rebar Fou
 - 12345/99 Deed Book/Page
 - N/F Now Or Formerly
 - Z — Indicates Owner:
 - Old Lot Line
 - Abutter Line
 - Property Line
 - Street Line
 - ⊙ Wall Pack Light
 - 100- Contour Interval
 - Direction of Sto
 - Existing Chainlin

CERTIFICATE
 I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE
 FOR PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE AS ADOPTED APRIL 01,
 2001 WITH THE FOLLOWING EXCEPTIONS:

- NO WRITTEN REPORT
- NO NEW DESCRIPTION
- NO NEW CORNERS WERE SET

3-FT
 O/S
 MONUMENT 29.49'

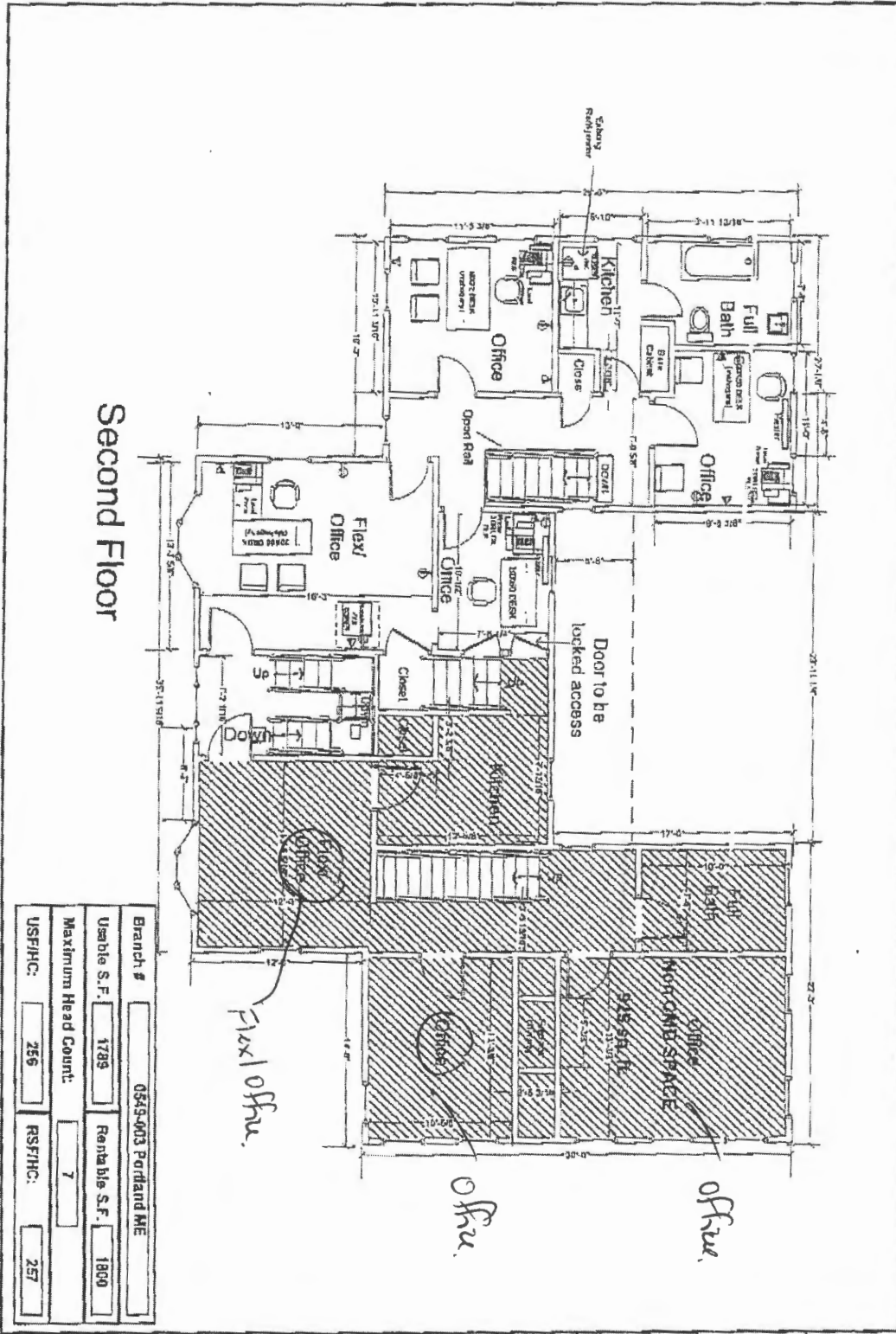




$17\text{ft} \times 30\text{ft} \times 22 = 660$
 $14\text{ft} \times 20\text{ft} \times 12 = 320$
 $12.5\text{ft} \times 36\text{ft} \times 450 = 450$
 $24 \times 12.5 = 300$
 $7 \times 24 = 168$
 $\left. \begin{matrix} 660 \\ 320 \\ 450 \\ 300 \\ 168 \end{matrix} \right\} = 1898$


Total floor area - 1898 1st floor
 1730 2nd floor
 3628
 ÷ 400 (parking)
 need 9 spaces
 Ashman @

1898 - 168 = 1730



FILE: 0549-003 CMD Portland, ME
 CMD BR# 0549-003
 251 Woodford Street
 Sto:
 Portland, ME 04103

FCC: Bryan Trudeau

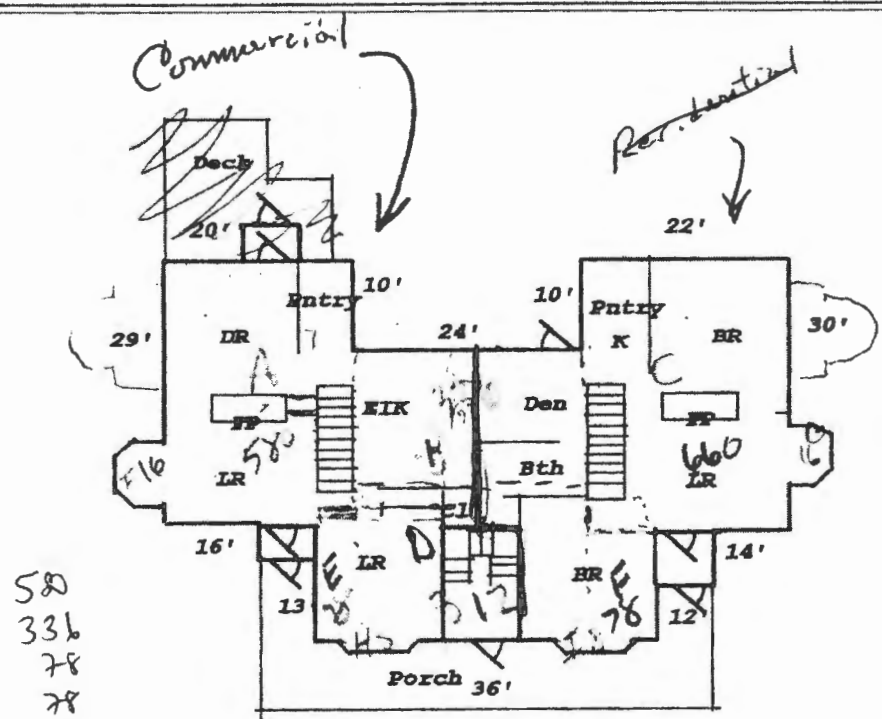


DATE: 09/17/07
 DRAWN BY: Bryan Trudeau
 Second Level

1,789 sq. ft.
 1/8" = 1'-0"
 3/16" = 1'-0"
A2
 SHEET

Permit # 07-1383
 * Shows dimensions

existing Duplex $\Phi = 1,720$
 w/Attic expansion $\Phi = 1,960$

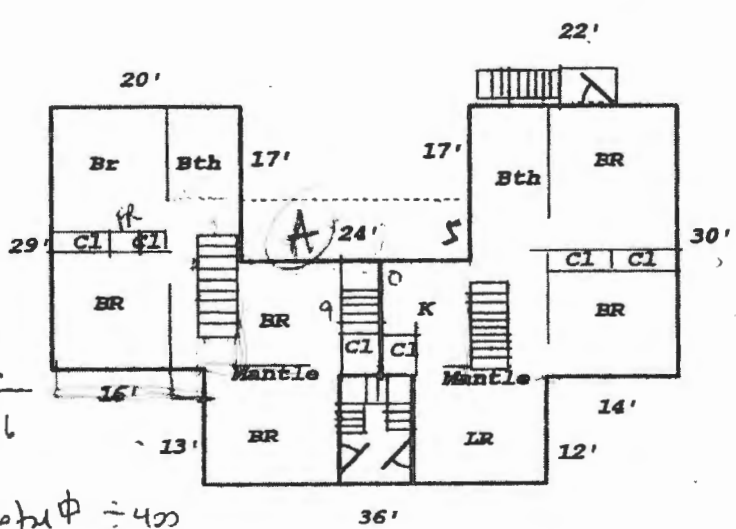


580
 336
 78
 78
 8

 1080

1st Floor Φ
 A (580)
 B (336)
 C 660
 D (78)
 E (78) ~~max~~
 F 16
 G 8

 (1780) Φ



20x29 = 580
 23x12 = 276

 856

1628 299
 2160 353
 1840 331

 5628 1,012,000

2nd Floor Φ
 1780
 A = 120

 1660 Φ

1936 total $\Phi \div 400$
 4.84 = 5 parking spaces

Summary:
 w/A Rema 3920 Φ

w/out 3440

Attic
 24x15 = 360

1720 Φ Per Side

Purchase of Sale
251 Woodford St
Portland, ME

1077518150

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Mental Health Associates of ME, and/or assigns, whose mailing address is 455 Congress St, Suite 700, Portland, ME 04101 (hereinafter called "Purchaser"), this 21st day of May, 2012, the sum of Five Thousand Dollars (\$ 5,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by Allan Jacques, (hereinafter called the "Seller") and located at 251 Woodford Street in the city/town of Portland, County of Cumberland, State of Maine, described as follows: 4,760 SF, 2 unit property on a 22,161 SF parcel further referenced on the City of Portland Assessor M 123 B L L 5-7, Vacant land on a 0.39 acre parcel further referenced on the City of Portland Assessor M 131 B I L 21, and being more fully described as said County Registry of Deeds in Book 17194, Page 210, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable):
- 2. PURCHASE PRICE: The total Purchase Price is Five Hundred Eighteen Thousand Dollars (\$ 518,000.00), with payment made as follows:

Earnest money to be delivered on or before 05/28/2012 :	\$ 5,000.00
Other: Due at end of Due Diligence Period	\$ 5,000.00
Other:	\$
Balance due at closing, in immediately-available funds:	\$ 508,000.00

- 3. EARNEST MONEY/ACCEPTANCE: Sullivan Multi Family Realty ("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 28, 2012 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: Within 45 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (such matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.
- 5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 07/27/12 (the "Closing Date") to Purchaser by Maine Statutory Short-Form warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

Page 1 of 3 Buyer's Initials ML Seller's Initials AS

05/23/2012 1:48PM (GMT-04:00)

- 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 property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
- 8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its 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 Closing Date:
 - 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 revenues received by Seller pursuant to leases of the property.
 - f. Property is vacant

10. **DUE DILIGENCE:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property 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. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 14 days of the Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this 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 Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have 14 days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within 0 days from delivery of forms therefor. Purchaser shall also on a rolling basis have 0 days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

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money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of this Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenant: Property is vacant

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Forty-Five (45) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80,000 % of the purchase price at an initial interest rate not to exceed Prime plus .75 % per annum, amortized over a period of not less than Twenty (20) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Five (5) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that _____ ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. Peter Harrington ("Selling Agent") is acting as a _____ agent in this transaction and is representing _____ Buyer's and that John Graham ("Listing Agent") is acting as a _____ Seller's 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 the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the 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 the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property 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.

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- 17. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.
- 18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted 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 Licensees are 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. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like 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 counted.
- 20. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensee, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
- 21. 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.
- 22. 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 the State of Maine or the transfer is otherwise exempt from withholding.
- 23. **ADDENDA:** This Contract has addenda containing additional terms and conditions. Yes ___ No X

24. **OTHER PROVISIONS:**

It will be the sole responsibility of Buyer to deal with the parking remediation required by the City. All Earnest Money will go hand at the end of the Due Diligence Period.

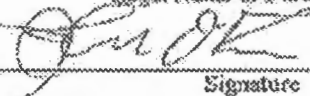
The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Mental Health Associates of ME, and/or
dealers
Legal Name of Purchaser

01-0518-032

Tax ID #

By:



Signature

John M. O'Brien, PhD., Managing Partner
Mental Health Associates of Maine
Name/Title, thereunto 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 22 day of Nov

Allan Napper
Legal Name of Seller

Tax ID #

1-6-12 GF/BKL/CD

OK-C.F.O