

## AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 57 Ashmont Street, Portland, Maine 04103 (the "Purchaser"), the sum of [REDACTED] as Earnest Money Deposit within forty-eight (48) hours after the Effective Date as set forth in paragraph 19 herein toward purchase of real estate owned by ROMAN CATHOLIC BISHOP OF PORTLAND, a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 510 Ocean Avenue, Portland, Maine 04101 (the "Seller") and located at 1342 & 1348 Congress Street in the city of Portland, County of Cumberland, State of Maine, described as all that certain parcel of land situated in the City of Portland, County of Cumberland, State of Maine and more particularly described in Exhibit A attached hereto (the "Premises" or the "Property") upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): N/A
2. **PURCHASE PRICE:** The total Purchase Price is [REDACTED] payable pursuant to Section 1 of the Addendum, with payment to be made as follows:

Earnest Money Deposit	\$	SEE ADDENDUM
Other: SEE ADDENDUM	\$	SEE ADDENDUM
Other: SEE ADDENDUM	\$	SEE ADDENDUM
Balance due at closing, in cash or certified funds:	\$	SEE ADDENDUM
3. **EARNEST MONEY/ACCEPTANCE:** This offer shall be valid until December 12, 2014 at 5:00 PM Eastern Time. King Real Estate ("Escrow Agent") shall hold the Earnest Money Deposit in a non-interest bearing account and shall act as Escrow Agent until closing. The Earnest Money Deposit shall be tendered to the Escrow Agent within forty-eight (48) hours after this Agreement for the Sale of Commercial Real Estate is fully executed.
4. **TITLE AND CLOSING:** 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 that Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before SEE SECTIONS 3 AND 4 OF THE 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 \_\_\_ days thereafter, at Purchaser's option, withdraw the Earnest Money Deposit and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such un cured 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 Quit Claim with Covenant Deed (the "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:** The Premises shall be transferred free and clear of all leases, tenants, and/or occupants.
7. **POSSESSION/OCCUPANCY:** Possession 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 the Premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The 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 if such damage or destruction occurs within the Preliminary Due Diligence Period, and in any case may elect to close this transaction and accept the Premises in their as-is condition together and with no assignment of the Seller's right to any insurance proceeds relating thereto; provided, however, that if Purchaser's cost to demolish the building and/or abate and dispose of asbestos on the Premises should increase due to said damage or destruction of the Premises, Seller agrees to make a contribution of said insurance proceeds to the full extent of the difference.
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, monthly common area maintenance charges, and all other additional rents received by Seller pursuant to leases of the property; [N/A]~~
  - f. Property tax payments shall be prorated to the extent applicable.



10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Except as set forth in this Agreement, 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 60 days	i. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	k. ADA	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	l. Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	m. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90 days
f. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	n. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90* days
g. Code Conformance	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	o. Insurance	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days
h. Flood Plain	<input type="checkbox"/>	<input type="checkbox"/>	Within ___ days	p. Other: All Permits and Approvals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90* days
				q. Other: Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 60 days

\* Or as such date may be extended pursuant to Section 1 of the Addendum.

All inspections (including, without limitation, survey) 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 the Earnest Money Deposit (except for any non-refundable portions of said Earnest Money Deposit) shall be returned to Purchaser if such notice is delivered prior to the expiration of the Preliminary Due Diligence Period. 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. [N/A]

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within N/A days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than N/A% of the purchase price at an initial interest rate not to exceed N/A% per annum and amortized over a period of not less than N/A 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 N/A 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 Joseph Malone of Malone Commercial Brokers ("Selling Agent") is acting as Selling Agent in this transaction and is representing Roman Catholic Bishop of Portland and that Michael Jacobson of King Real Estate ("Purchaser Agent") is acting as Purchaser Agent in this transaction and is representing The Jewish Community Alliance of Southern Maine (Selling Agent and Purchaser Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: In the event of breach by Purchaser of its obligations herein, Seller shall have as its sole remedy, in lieu of all other legal and equitable remedies, the right to terminate the Agreement and retain, as liquidated damages for such breach, the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, the parties agreeing that damages for such breach are difficult to measure, and that such amount represents a fair and proper determination of such damages. In the event of Seller's breach of Seller's obligations hereunder, Purchaser shall elect either (a) to receive a refund of the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, or (b) to enforce the right to seek specific performance, but shall have no other remedy; provided, however, that if Purchaser successfully enforces said right to specific performance, Seller agrees to pay Purchaser's reasonable attorneys' fees and costs related thereto. 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 PDF or scanned copies, or electronically transmitted copies with the same binding effect as if all 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. 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. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
- 21. ADDENDA: This contract has an addendum 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 SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.  
 Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.  
 Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20\_\_.

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 1/4% 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.

\_\_\_\_\_  
 Legal Name of Purchaser  
*E. Chaleff*  
 Signature

*Emily Chaleff*  
 Social Security # or Tax ID # *Emily Chaleff Executive Direct*

\_\_\_\_\_  
 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). In the event the Earnest Money Deposit 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*ROMAN CATHOLIC BISHOP OF PORTLAND*  
 Seller

*[Signature]*  
 Signature

\_\_\_\_\_  
 Social Security # or Tax I.D.#

*CHIEF FINANCIAL OFFICER*  
 Name/Title, thereunto duly authorized

*DAVID P TWOMEY*  
 Name/Title

\_\_\_\_\_  
 Escrow Agent

\_\_\_\_\_  
 Signature

The Purchasing Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

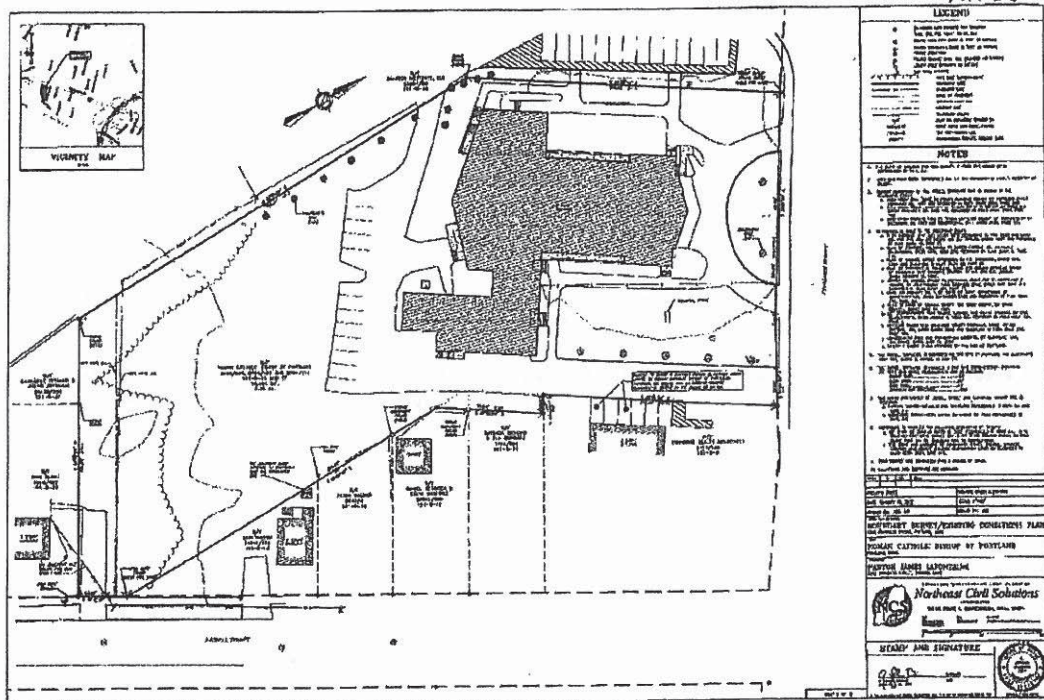
The Selling Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: \_\_\_\_\_, 20\_\_.

Exhibit A

Legal Description

The survey below will be replaced by a legal description acceptable to both parties and prepared by the surveyor retained by Purchaser at closing; provided, however, that said legal description shall include all three (3) parcels conveyed to Seller by virtue of three (3) deeds recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240; Book 2724, Page 109; and Book 2724, Page 111, the associated legal descriptions of which are attached hereto, subject to Notice of Layout and Taking by the State of Maine, Department of Transportation, dated January 18, 1983 and recorded in said registry at Book 6110, Page 287 and subject to easement rights granted to Central Maine Power Company and New England Telephone and Telegraph Company in instrument dated July 22, 1959 and recorded in Book 2491, Page 118.





**Parcel 1:**

A certain lot or parcel of land, with the buildings thereon, situated on the Southwesterly side of Congress Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the Southwesterly side line of Congress Street at the Northerly corner of land conveyed by P.H. & J.M. Brown Company to Martin Curran, Jr., by deed dated May 13, 1902, Book 717, page 129; thence North 57° 10' West by the Southwesterly side line of Congress Street two hundred and five (205) feet more or less to the Easterly corner of land formerly of Edward H. Davels; thence South 32° 50' West by said Davels land two hundred eleven and two tenths (211.1) feet; thence South 1° 41' East by said Davels land three hundred two and one tenth (302.1) feet to an angle in said Davels land; thence Southeasterly by a line at right angles with the northwesterly side line of Lassell Street, as extended, one hundred ninety (190) feet more or less to said Northwesterly side line of Lassell Street; thence Northeasterly by the Northwesterly side line of Lassell Street, as extended, forty (40) feet more or less to the Westerly side line of said Curran land; thence North 1° 27' West by said Curran land two hundred sixty (260) feet more or less to an angle in said Curran line; thence North 33° East by said Curran land two hundred nine and eighty-two hundredths (209.82) feet to the point of beginning.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Norman E. Blake and Irma B. Blake dated February 28, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240.

**Parcel 2:**

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being a rear portion of Lot #5 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between lots 4 and 5 on said Plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant S 33° 04' W, 207.42' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S 33° 04' W, 2.48' to an iron marking an angle in said line. Thence S 0° 57 1/2' E, 21.45' to a point on the rear property line of said Lot #5. Thence through said Lot #5 N 33° 04' E, 20.97' to the southerly side of said lot #4. Thence by the southerly side of lot #4 N 60° 22' W, 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land conveyed to Albert D. Keniston and Iva L. Keniston by Elizabeth A. Curran and Thomas E. Curran by deed dated June 7, 1946 and recorded in Cumberland County Registry of Deeds in Book 1825, Page 95.

Said above-described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Albert D. Keniston and Iva L. Keniston dated December 22, 1962 and recorded in said Registry in Book 2724, Page 109.

**Parcel 3:**

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and

Exhibit A - Description

described as follows:

Being the rear portion of Lot #4 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded end described as follows:

Beginning at the point formed by the intersection of the division line between Lots 3 and 4 on said plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant S 33° 04' W, 157.33' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S 33° 04' W, 50.09' to the most northwesterly corner of Lot #5 as shown on said plan. Thence by the northerly side of said Lot #5 S 60° 22' E, 12.02' to a point. Thence through said Lot #4 N 33° 04' E, 50.09' to the southerly side of Lot #3. Thence by the southerly side of said Lot #3 N 60° 22' W 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land acquired by Richard M. King as son and one of the two heirs at law of Richard J. King, late of Portland, deceased, and by deed of Helen K. Curran, daughter and the other heir at law of said Richard J. King, said deed dated November 10, 1943 and recorded in Cumberland County Registry of Deeds in Book 1730 at Page 139.

Said above described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Richard M. King dated December 21, 1962 and recorded in said Registry in Book 2724, Page 111.



**Addendum to Agreement**

Addendum to Agreement for the Sale of Commercial Real Estate dated December 10, 2014 between **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Purchaser") and **ROMAN CATHOLIC BISHOP OF PORTLAND**, a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Seller") as owner of the property located at 1342 & 1348 Congress Street, Portland, Maine and as more fully described in the main body of the Agreement (the "Premises" or the "Property"). This Addendum is made a part of the Agreement to which it is intended to be attached, and the Agreement form and this Addendum together are referred to as the "Contract" or "Agreement".

**In the event that any provision of this Addendum conflicts in whole or in part with any provision of the main body of the Agreement form to which it is attached, the terms of this Addendum shall control and the conflicting provisions or portions of provisions of the main body of the Contract shall be considered waived and deleted.**

1. **Purchase Price.** The total Purchase Price is [REDACTED], payable by Purchaser to Seller as follows:

(a)

- (i) Within forty-eight (48) hours after the execution hereof, Purchaser shall deliver an earnest money deposit of [REDACTED] (the "Earnest Money Deposit") to King Real Estate, as Escrow Agent, to be held in a non-interest bearing account. The Earnest Money Deposit shall remain fully refundable to Purchaser until February 15, 2015 (the "Preliminary Due Diligence Period"), immediately following which the Earnest Money Deposit shall be non-refundable, and Purchaser agrees to make commercially reasonable efforts to file a preliminary application with the City Planning Board within the Preliminary Due Diligence Period.
- (ii) If, following the expiration of the Preliminary Due Diligence Period on February 15, 2015, Purchaser has demonstrated that it is diligently pursuing its permits and approvals but has not yet received them, Seller agrees to furnish to Purchaser an additional one hundred and twenty (120) day due diligence period (the "Second Due Diligence Period"), which will (except as provided below) extend until June 15, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "First Additional Earnest Money Deposit"); Purchaser further affirmatively agrees in the event of payment of the First Additional Earnest Money Deposit that, notwithstanding the above June 15, 2015 date, the Second Due Diligence Period shall instead terminate early, on April 16, 2015, unless the Purchaser by April 16, 2015 shall have submitted to the Planning Board its preliminary application for approval and paid its application fee therefor, and that in the event of such early termination Purchaser shall elect by April 17, 2015 whether to waive the permitting contingency and close within thirty (30) days of said election or instead to terminate the Agreement and forfeit all earnest money deposits made, and if no such election is made, then the Purchaser shall be deemed to have terminated the Agreement and forfeited all earnest money deposits paid to date.
- (iii) If, following the expiration of the Second Due Diligence Period on June 15, 2015, Purchaser has presented its preliminary application at a meeting of the Planning Board scheduled to consider sketch plan approval and has otherwise demonstrated that it is actively pursuing its permits, Seller agrees to furnish to Purchaser an additional ninety (90) day due diligence period (the "Third Due Diligence Period"), which will extend until September 14, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "Second Additional Earnest Money Deposit").



- (iv) The Earnest Money Deposit and First Additional Earnest Money Deposit shall be applied to the Purchase Price at closing. The Second Additional Earnest Money Deposit shall be non-refundable and shall not be applied to the Purchase Price at closing.
- (v) The above Due Diligence Periods and extensions thereof have no bearing on the inspection periods under Paragraph 10 (a), (l), and (p) for "General Building," "Environmental Scan," and "Survey," the lengths of which periods are established instead by reference to said Paragraph 10 (a), (l), and (p).
- (b) The Sum of [REDACTED], if the closing occurs after payment of the First Additional Earnest Money Deposit), as adjusted for all prorations, closing costs, and adjustments, which Purchaser shall pay to Seller at closing by wire transfer, bank check, or closing agent's check upon recording of the deed.

2. Deed and Removal of Religious Items.

- (a) The Premises shall be subject to the following Diocesan real estate restrictions, to be included in the Deed: "The above-described premises are conveyed SUBJECT to the restrictions that for so long as the present building (but not the foundation, which Grantee may use or maintain in an unrestricted manner) on the premises has not been removed or has not been razed, the Grantee, Grantee's successors assigns, shall not use the premises in any way relating to (1) counseling regarding or performance of abortions; (2) sale or distribution of pornographic materials; or (3) erotic displays or activities. The burden of this restriction shall run with the land conveyed hereby to the Grantee. The benefit of this restriction is held by the Roman Catholic Bishop of Portland, corporation sole, its successors and assigns."
- (b) Seller has requested as part of this transaction that Purchaser remove or raze the building (other than the foundation) after closing, and Purchaser agrees to Seller's request to remove or raze said building (other than the foundation) at Purchaser's cost. To that end, Seller shall apply at its cost for a demolition permit for the Premises at Purchaser's request, and to such extent as may be needed to provide the benefit of the permit to Purchaser, Purchaser shall join the application. Cost of any asbestos studies, abatement, storage, transportation and removal shall be borne by Purchaser, and Purchaser agrees to conduct in accordance with applicable environmental, permitting, handling, transportation, demolition and storage regulations any such abatement (whether required as a condition of the permit or in order to comply with environmental laws or regulations applicable to the demolition and associated work) and to conduct the same following closing. The Purchaser wishes to honor the Seller's longstanding (over fifty (50) years) presence at the Premises. Accordingly, before removing or razing the building located on the Premises or performing site work on the Premises, the Purchaser will provide the Seller a ten- (10-) day period of time after closing to remove stained glass windows and any religious objects still located in the building of which the Premises is a part and from other portions of the Premises.

3. Title. Purchaser agrees to conduct a title investigation on the Premises within forty-five (45) days of the Effective Date of the Agreement, and waives any title defect not identified to Seller within said forty-five days, except for title defects that first arise thereafter, as to which Purchaser shall notify Buyer within seven (7) days of learning of the same. If Seller, as the result of any such defect, would in the event of a closing lack the ability to convey title in accordance with the provisions of paragraph 4 of the Agreement, then Seller shall have forty-five (45) days from the time Seller is notified of the defect, unless otherwise agreed in writing by both Purchaser and Seller, to cure the defect or obtain a title insurance commitment providing Purchaser with affirmative coverage over any such defect. Seller hereby agrees to make good-faith and best efforts to remedy any title defect during such period, provided that, except for liens, Seller need not expend more than \$15,000 to effectuate said cure. If, at the expiration of the forty-five (45) day cure period, Seller is unable to remedy the title, Purchaser may at its option (i) waive the title defect as of the expiration of said cure period and accept the deed at closing notwithstanding any defects, or (ii) cancel and terminate the Agreement, in which case the Earnest Money Deposit shall be promptly returned to Purchaser, this Agreement shall be null and void, and both parties shall be relieved of any further obligations hereunder. Notwithstanding any provision herein to the contrary, if new title



issues arise after the expiration of the forty-five (45) day period herein described, Seller agrees to cure said title issues irrespective of the cost and without any limit.

4. Closing. The closing shall take place within thirty (30) days of Purchaser's obtaining all required and non-appealable local, state, and federal (if any) permits and approvals, including but not limited to a demolition permit, necessary to erect the new Jewish Community Center on the Premises, but in no event later than October 15, 2015. In the event that a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary. Seller agrees to execute and deliver to Purchaser at closing such affidavits and certificates as are reasonably necessary for Purchaser's acquisition of the Premises, including, without limitation, a Certificate of Non-Foreign Status (as required by the Internal Revenue Service), the applicable Maine Real Estate Withholding forms (as required by Maine Revenue Services), a title insurance "Seller's Affidavit" regarding mechanic's liens and persons in possession, an affidavit regarding underground storage tanks (as required by Maine Law), and evidence of Seller's legal existence, good standing, and authority to convey the Premises. Purchaser agrees to execute and deliver at closing evidence of Purchaser's legal existence, good standing, and authority to purchase the Premises, as well as any other instruments reasonably requested by Seller to consummate the transaction intended hereby.

5. Inspection and Seller's Delivery of Information. Seller agrees that Purchaser may enter onto the Premises at reasonable times designated by Seller prior to closing in order to inspect the Premises, perform due diligence, conduct surveys and engineering studies, and do any other such things as are reasonably necessary to its acquisition of the Premises, including, but not limited to, a Phase 1 Environmental Study. Seller further agrees to furnish to Purchaser, upon execution of this Agreement, all materials and studies in Seller's possession relating to the Premises or its condition, including, without limitation, copies of any Phase 1 Environmental Study, Seller's title insurance policy, any engineering and/or structural studies, and any environmental studies. Seller will provide said information without warranting the correctness of the information. Purchaser further reserves the right to view the Premises within forty-eight (48) hours prior to closing.

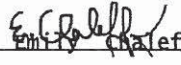
6. Conditions Precedent. The following are Conditions Precedent to Purchaser's obligation to close this transaction. Purchaser and only Purchaser may waive any or all of these Conditions Precedent. In the event that all Conditions Precedent are not fulfilled as of the date of the closing, Purchaser may elect not to close this transaction, whereupon Purchaser shall have the right to terminate this Agreement and all Earnest Money Deposits shall be distributed in accordance with Section 1 of the Addendum; provided, however, that if a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary: (a) Subject to the use by Seller of proceeds to clear title or dismiss suits, there are no suits filed or claims made against Seller that would in any way create a lien on the Premises or jeopardize Seller's right and authority to convey the Premises, or any portion thereof, or interest therein, to Purchaser. (b) Subject to any matters of title waived by Purchaser, Purchaser shall have obtained, at its cost, a Title Commitment at closing that is satisfactory to Purchaser and shall have been furnished with a satisfactory survey. (c) The zoning of the Premises permits the Buyer's proposed use for the Premises, which includes the establishment and operation of a new Jewish Community Center of up to 20,000± SF to contain, without limitation, an elementary school and preschool/daycare facility, together with at least fifty (50) surface parking spaces and adjacent space suitable for an outdoor play area that is satisfactory to Purchaser (the "Proposed Use"). (d) Purchaser shall have obtained all required local, state, and federal (if any) permits and approvals, including but not limited to demolition permit(s) that expire not less than sixty (60) days following closing (but this condition for issuance of the permit may be subject to a requirement for post-closing asbestos remediation), necessary to erect the new Jewish Community Center on the Premises.

[SIGNATURES ON FOLLOWING PAGE]



Agreed to: **PURCHASER**

**THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE**

By:   
Emily Chaleff

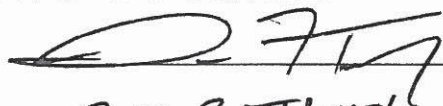
Name: Emily Chaleff Executive Director

Title: 12/9/2014

Date: \_\_\_\_\_

Agreed to: **SELLER**

**ROMAN CATHOLIC BISHOP OF PORTLAND**

By: 

Name: DAVID P TWOMEY

Title: CHIEF FINANCIAL OFFICER

Date: 12/10/14

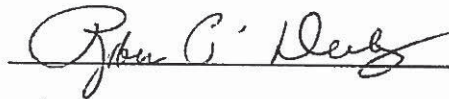


AUTHORIZATION

On behalf of the Roman Catholic Bishop of Portland, corporation sole, I authorize either David Twomey or Msgr. Andrew Dubois to negotiate and sign a purchase contract between the Roman Catholic Bishop of Portland, corporation sole, and the Jewish Community Alliance of Southern Maine for the purchase of St. Patrick's church property in Portland, Maine, as well as any amendment to the same. This authorization shall continue until revoked.

DATE: 12/9, 2014

ROMAN CATHOLIC BISHOP OF PORTLAND

A handwritten signature in cursive script, appearing to read "Robert P. Deeley", written over a horizontal line.

Robert P. Deeley, Roman Catholic Bishop of Portland



