

TENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Tenth Amendment") is dated as of April __, 2015, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, Third Amendment dated November 7, 2014, Fourth Amendment dated November 24, 2014, Fifth Amendment dated December 4, 2014, Sixth Amendment dated December 18, 2014, Seventh Amendment dated January 8, 2015, Eighth Amendment dated January 20, 2015, and Ninth Amendment dated January 30, 2015 (hereinafter the "Purchase Agreement"); and

WHEREAS, Seller and Buyer acknowledge and agree that there are certain outstanding contingencies with respect to title, and the zoning and land use contingency set forth in Section 6 of the Purchase Agreement, and certain of the Seller and Purchaser Additional Contingencies set forth in Section 5.1 of the Purchase Agreement as further described in this Amendment; and

WHEREAS, Seller and Buyer wish to confirm Buyer's exercise of it right to extend the Zoning Contingency Expiration Date by 90 days as provided in Section 6 of the Purchase Agreement;

WHEREAS, Seller and Buyer have agreed upon certain of the Seller and Purchaser Additional Contingencies as set forth in Section 5.1(2), (3), (4) and (6) as set forth herein.

WHEREAS, Seller and Buyer wish to extend the date upon which the Seller and Purchaser Additional Contingencies set forth in Section 5.1 (1) and (5) and related matters shall be satisfied and make the Additional Contingencies Expiration Date with respect to those contingencies contemporaneous with the Zoning Contingency Expiration Date;

WHEREAS, Pursuant to paragraph 5.1 of the Purchase Agreement, "Seller and Purchaser Additional Contingencies", the parties have agreed upon extending certain of the Additional Contingencies, and wish to memorialize those agreements in this Amendment; and

WHEREAS, Seller and Buyer acknowledge and agree that all contingency provisions and time periods set forth in the Purchase Agreement other than those set forth above or otherwise preserved under this agreement have expired and that neither Seller nor Buyer have any rights to terminate the Purchase Agreement pursuant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Attached to and made a part of this Amendment are certain additional agreements of Buyer and Seller as follows:

- a. Schedule A – Primary Components of Condominium Documents.
- b. Schedule B – Work Schedule and Property Use.
- c. Schedule C – Form of Right of First Refusal.

Seller and Buyer hereby acknowledge and agree that Schedules A, B and C need not be separately executed, that Buyer and Seller agree to their terms, and further that the signatures of Seller and Buyer on this Tenth Amendment are intended to be and shall be deemed to be effective as though Seller's and Buyer's signatures each appeared upon Schedules A, B and C, and further that such schedules shall be incorporated into this Tenth Amendment as though fully set forth.

Buyer and Seller further agree that Schedules A, B and C satisfy the Additional Contingencies set forth in subparagraphs 2, 3, 4 and 6 of Paragraph 5.1 of the Purchase Agreement and represent the agreement of the parties with respect to such Additional Contingencies.

2. Seller and Buyer confirm Buyer's election to extend the Zoning Contingency Expiration Date by ninety (90) days as provided in Section 6 of the Purchase Agreement, which Zoning Contingency Expiration Date is now June 22, 2015.

3. Seller and Buyer acknowledge and agree that the Seller and Purchaser Additional Contingencies set forth in Section 5.1 (1) (specifications and work to be performed on Seller's Retained Building) and (5) (number of parking spaces to be allocated to Seller) are very likely to be determined only in connection with, and as a part of, Buyer's zoning, permitting and approval process set forth in Section 6 of the Purchase Agreement. Therefore, the parties hereby amend the Purchase Agreement so that the Additional Contingencies Expiration Date with respect to the Section 5.1 (1) and (5) matters (the "Remaining 5.1 Matters") shall be the same as the Zoning Contingency Expiration Date, as extended and modified pursuant to this Amendment.

4. Seller and Buyer further agree that the "Remaining 5.1 Matters" shall be interpreted broadly as follows:

- a) The matters to be agreed upon under Section 5.1(1) shall include all work to be performed with respect to the Elks' Building together with all work to be performed relating to the Building and the area surrounding the Building, including, without limitation the form and location of any sewer, water, or other utility connections in addition to the matters expressly set forth in 5.1(1) and other matters set forth in the Purchase Agreement.
- b) The matters to be agreed upon under Section 5.1(5) shall include the total number, configuration, size, ownership, location, appearance and maintenance of parking spaces, in addition to the matters expressly set forth in 5.1(5) and other matters set forth in the Purchase Agreement.

Nothing in this paragraph is intended to, nor shall be deemed to, terminate or waive any rights either Seller or Buyer have to terminate the Purchase Agreement pursuant to Section 5.1.

5. Buyer agrees to keep Seller apprised of the process of obtaining approvals and shall promptly notify Seller's counsel of any filings with the City of Portland, with any municipal agency or any court filing or appeal.

6. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Tenth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein. Any capitalized terms not defined in this Amendment shall have the meaning given them in the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent
and Protective Order of Elks of the United
States of America

By: _____

Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____

Name: Rex Bell
Title: Managing Member

Michael Bedecs
Dr. Michael Bedecs