

FIRST FLOOR

SCALE: 1" = 10'



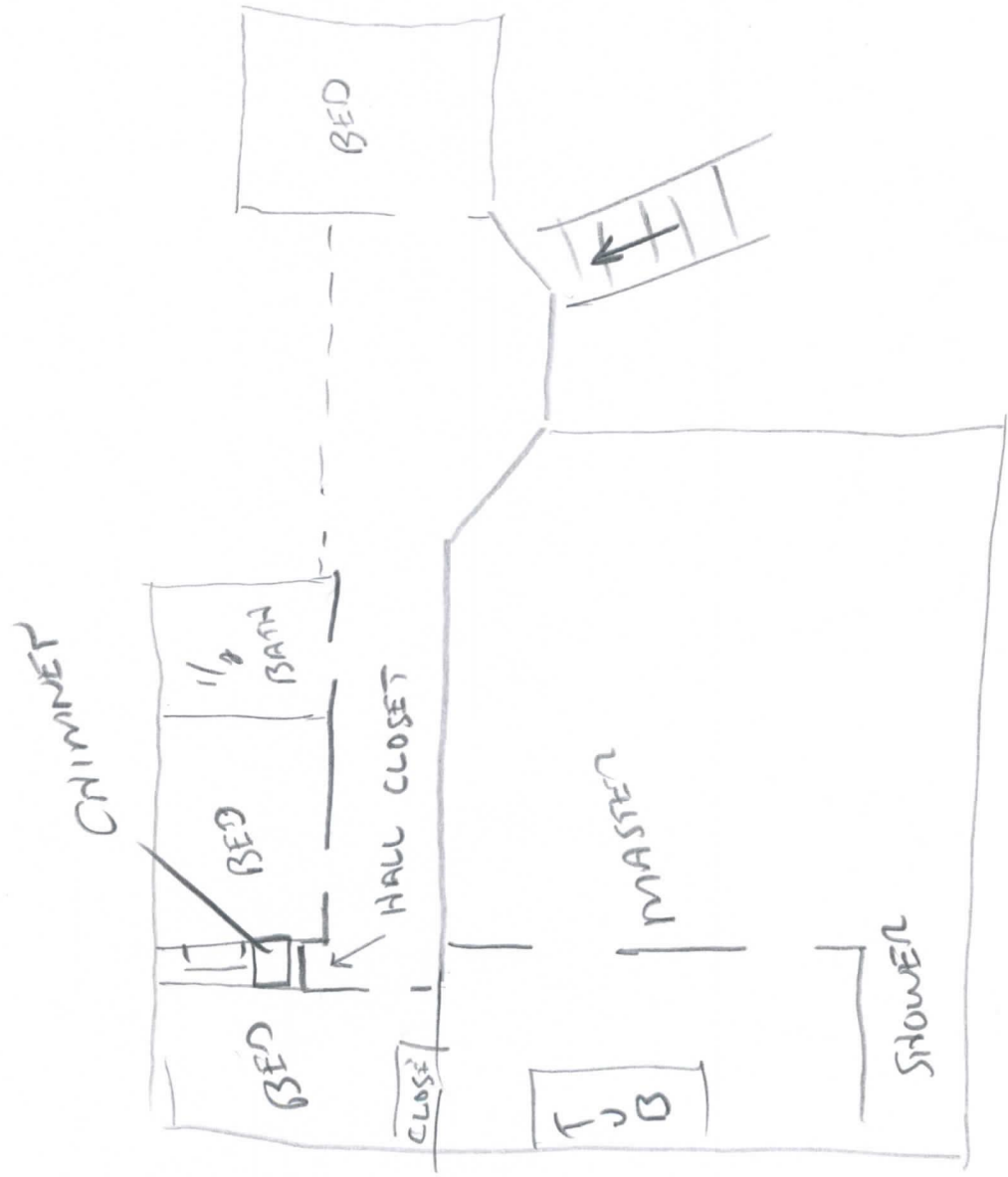
KITCHEN/DINING
WALL #1

THIS OPENING IS
CURRENTLY 32"
THE PROPOSED OPENING
TO BE 38"
BEAM TO 44"

INDICATES DOOR

SECOND FLOOR

- NO RE-STRUCTURING
- TILE MASTER SHOWER
- REMOVE CHIMNEY AS PREVIOUS NOSES.
- OPEN UP DRYWALL AND NON-BEARING STUDS TO REMOVE BLOCKS CHIMNEY
- PATCH/REPAIR WALL WITH SAME DRYWALL AND STUD DESIGN.
- CHANGE DOOR SLABS + HARDWARE
- REPLACE OLD CARPET W/ NEW CARPET
- SMOKE / CARBON DET.



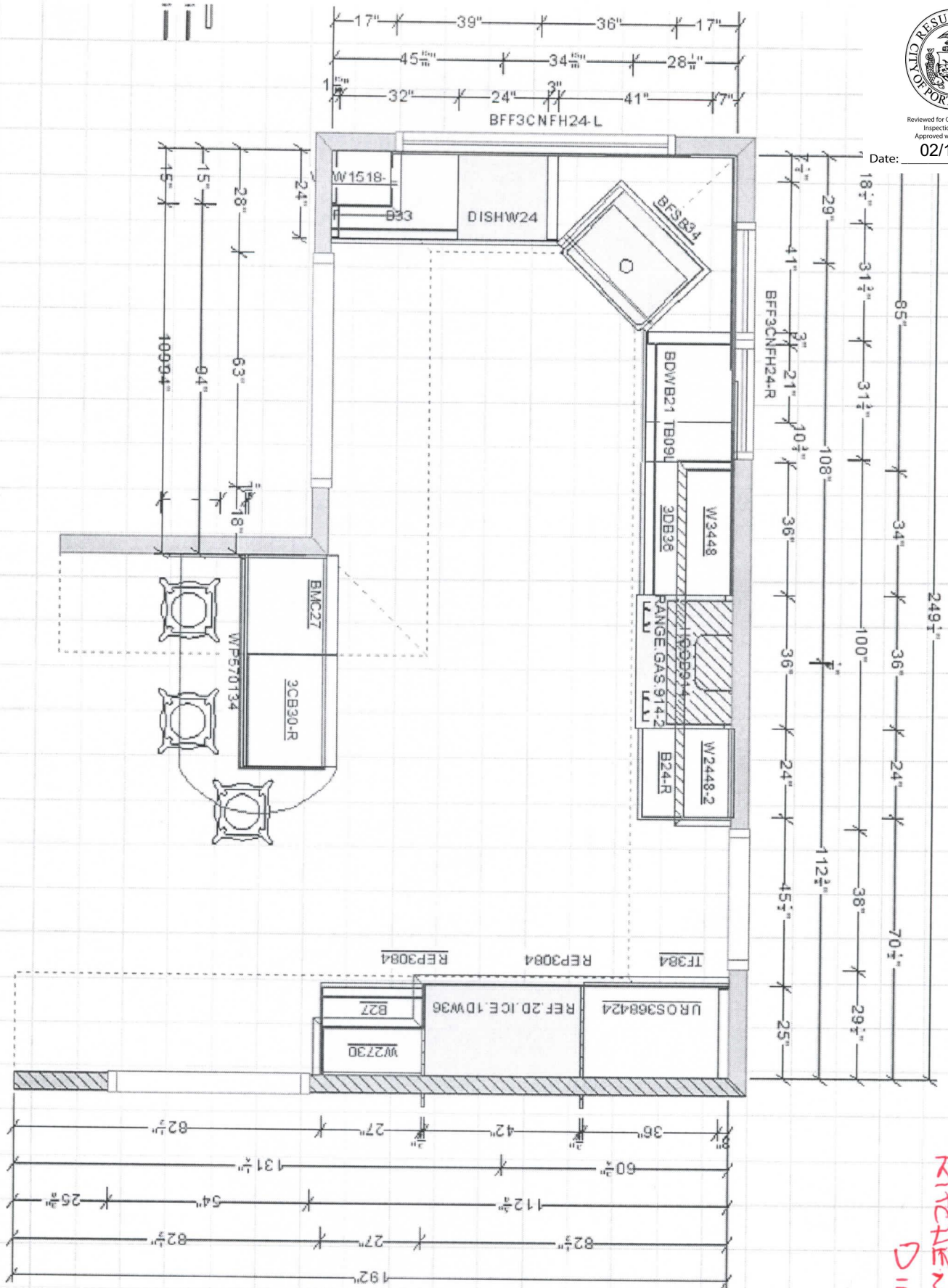
SECOND FLOOR

ARE CURRENTLY 1
WIRES AND TO
NATIONAL ELECTR



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 02/19/15



KITCHEN/
DINING #2



2015-000
227-E



Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/19/15

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.

Address/Location of Construction: <u>11 KINGSMARK LANE</u>		
Total Square Footage of Proposed Structure:		<u>NA - EXISTING STRUCTURE 2710 SF</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant Name: Address	Telephone: <u>207-615-6670</u>
<u>227 E 19</u>	<u>STEVE BORNICK</u> <u>23 OLDE COLONY LANE</u>	Email: <u>STEVENBORNICK@GMAIL.COM</u>
Lessee/Owner Name: <u>JOHN + ERIN</u> (if different than applicant) <u>KNIGHT</u> Address: <u>11 KINGSMARK LANE</u>	Contractor Name: <u>CAPE</u> (if different from Applicant) <u>CONSTRUCTION</u> Address: <u>INC.</u> <u>23 OLDE COLONY LANE</u>	Cost Of Work: \$ <u>110,000 74,000.00</u> C of O Fee: \$ <u> </u>
City, State & Zip: <u>PORTLAND, ME</u> <u>04102</u> Telephone: <u>202-396-8680</u> E-mail: <u>BOB@KNIGHTLABS.COM</u>	City, State & Zip: <u>CAPE ELIZABETH, ME 04107</u> Telephone: <u>207-615-6670</u> E-mail: <u>STEVENBORNICK@GMAIL.COM</u>	Historic Rev \$ <u> </u> Total Fees : \$ <u>225.00</u>
Current use (i.e. single family) <u>SINGLE FAMILY</u>	If vacant, what was the previous use? <u>NA</u>	
Proposed Specific use: <u>SINGLE FAMILY</u>	Is property part of a subdivision? <u>YES</u> If yes, please name <u>STROUDWATER POINT</u>	
Project description: <u>VARIOUS ALTERATIONS/REMODELING - NEW KITCHEN, BASEMENT REMODEL, REMOVE CHIMNEY, NEW HEAT SYSTEM, PLUMBING FIXTURES PER ATTACHED SPECIFICATIONS.</u>		
Who should we contact when the permit is ready: <u>STEVE BORNICK</u>		
Address: <u>23 OLDE COLONY LANE</u>		
City, State & Zip: <u>CAPE ELIZABETH, ME 04107</u>		
E-mail Address: <u>STEVENBORNICK@GMAIL.COM</u>		
Telephone: <u>207-615-6670</u>		

Steve @ Universal Properties Maine.com

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

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 <http://www.portlandmaine.gov/754/Applications-Fees> or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: 12/11/2014

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



Jeff Levine, AICP, Director
 Planning & Urban Development Department

Tammy Munson, Director
 Inspections Division

Residential Additions/Alterations Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000. in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at www.portlandmaine.gov, in the Inspection Office, Room 315 of Portland City Hall or call (207)874-8703 to have one mailed to you.

One (1) complete set of construction drawings must include:

- Cross sections w/framing details
- Floor plans and elevations existing & proposed
- Detail removal of all partitions & any new structural beams
- Detail any new walls or permanent partitions
- Stair details including dimensions of: rise/run, head room, guards/handrails, baluster spacing
- Window and door schedules
- Foundation plans w/required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separation/sound transmission ratings (if applicable)
- Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IECC 2009
- Deck construction including: pier layout, framing, fastenings, guards, stair dimensions
- Electronic files in pdf format are also required
- Proof of ownership is required if it is inconsistent with the assessors records

Separate permits are required for internal & external plumbing, HVAC, and electrical installations.

If there are any additions to the footprint or volume of the structure, any new or rebuilt structures or, accessory detached structures a plot plan is required. A plot must include:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines. Structures include decks, porches; bow windows, cantilever sections and roof overhangs, sheds, pools, garages and any other accessory structures must be shown with dimensions if not to scale.
- Location and dimensions of parking areas and driveways
- A change of use may require a site plan exemption application to be filed.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

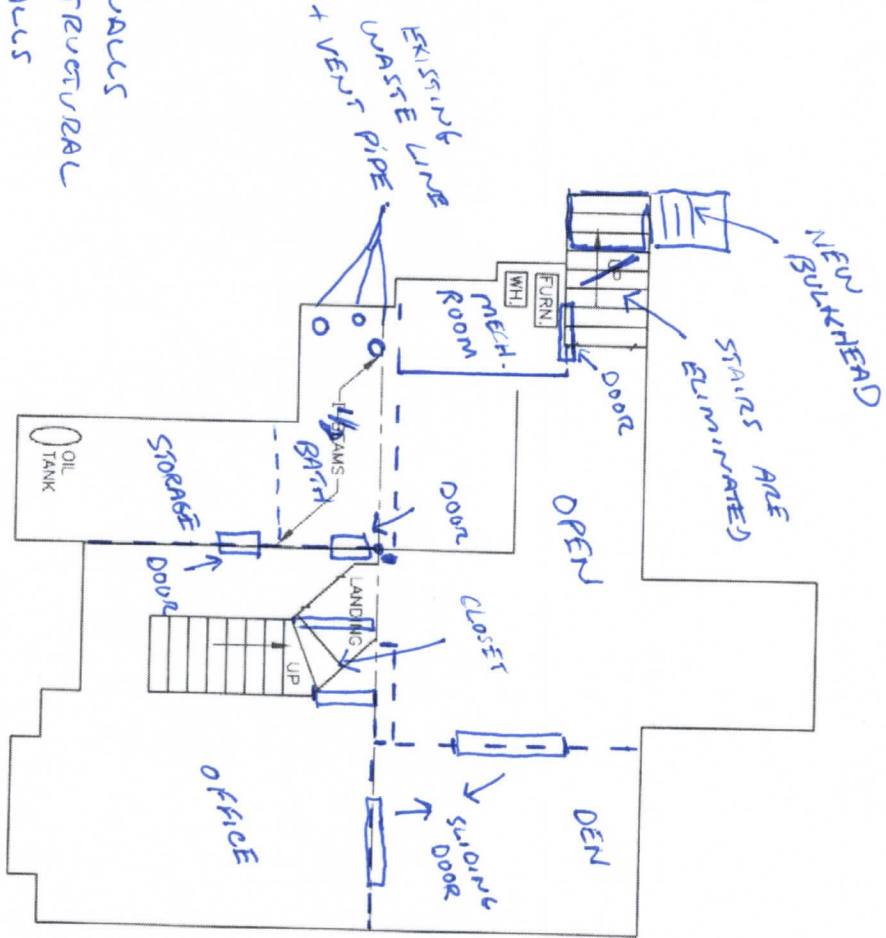
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

Permit Fee: \$25.00 for the first \$1000.00 construction cost, \$11.00 per additional \$1000.00 cost
This is not a Permit; you may not commence any work until the Permit is issued.

389 Congress Street * Portland Maine 04101-3509 * Phone: (207) 874-8703 * Fax: (207) 874-8716
<http://www.portlandmaine.gov/planning/buildinsp.asp> * E-Mail: buildinginspections@portlandmaine.gov



BASEMENT FLOOR PLAN



SCALE: 1" = 10'
 0' 10'

- ALL NEW WALLS
- ARE NON-STRUCTURAL
- 2" x 4" WALLS
- 2 x 4" PT PLATES
- 1/2" DRYWALL
- ACOUSTICAL CEILING
- FLOORS TBD
- FINISHED CEILING HEIGHT FROM FINISHED FLOOR TO AGT TO BE 7'2"

Revisions:	
PROJECT:	EXIS
DATE:	11 KINI
FIELD:	ANN
Drawing No:	11 KINI
Owner:	ANN
Prepared by:	11 KINI
ANN	
11 KINI	



Jeff Levine, AICP, Director
Planning & Urban Development Department

Tammy Munson, Director
Inspections Division

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

Within 24-48 hours, once my complete permit application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

Within 24-48 hours, once my permit application and corresponding paperwork has been electronically delivered, I intend to **hand deliver** a payment method to the Inspections Office, Room 315, Portland City Hall.

I intend to deliver a payment method through the U.S. Postal Service mail once my permit paperwork has been electronically delivered.

Applicant Signature:

Date:

12/11/14

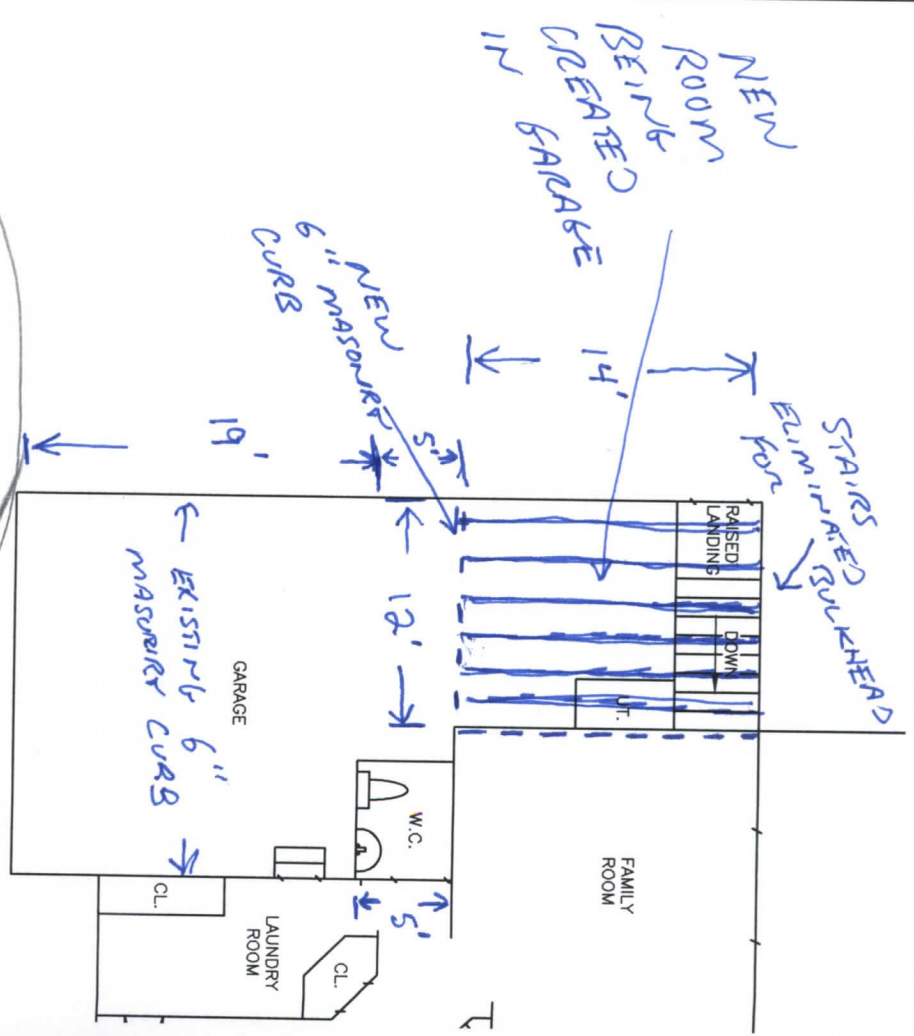
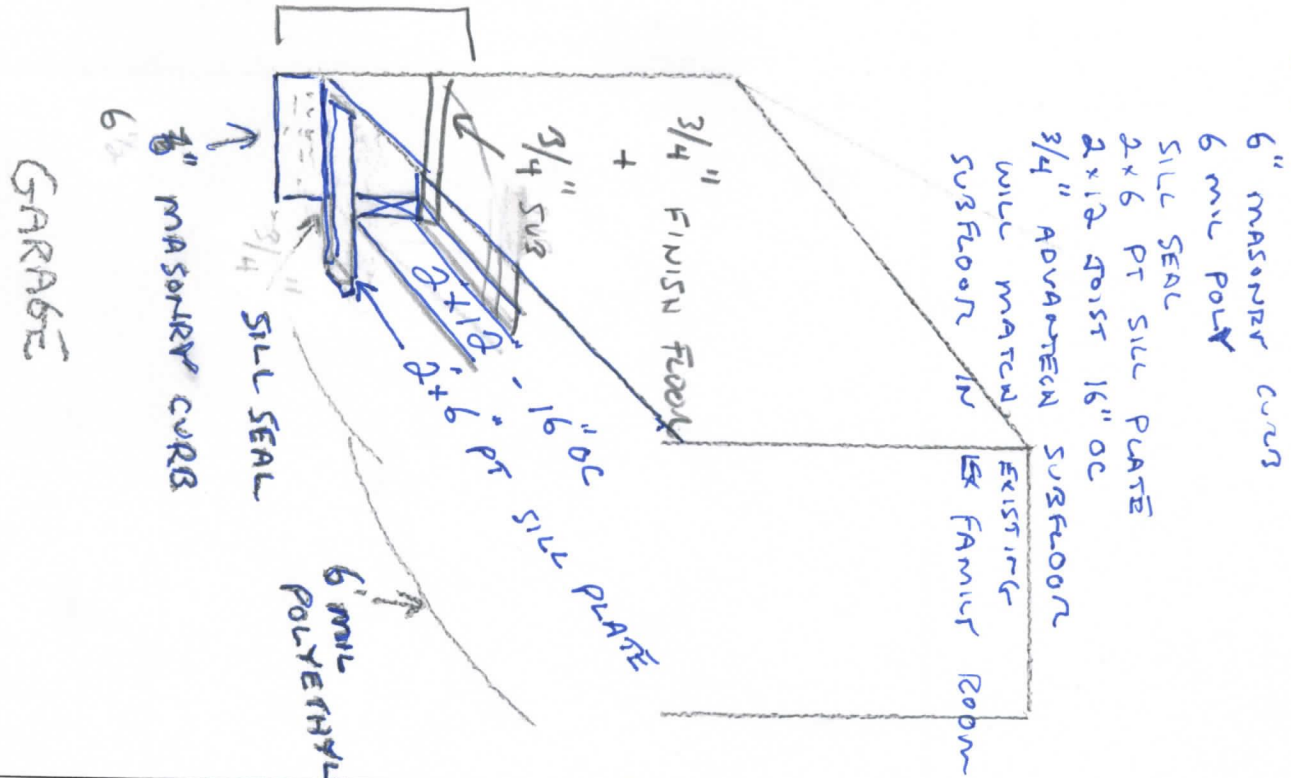
I have provided digital copies and sent them on:

Date:

12/11/14

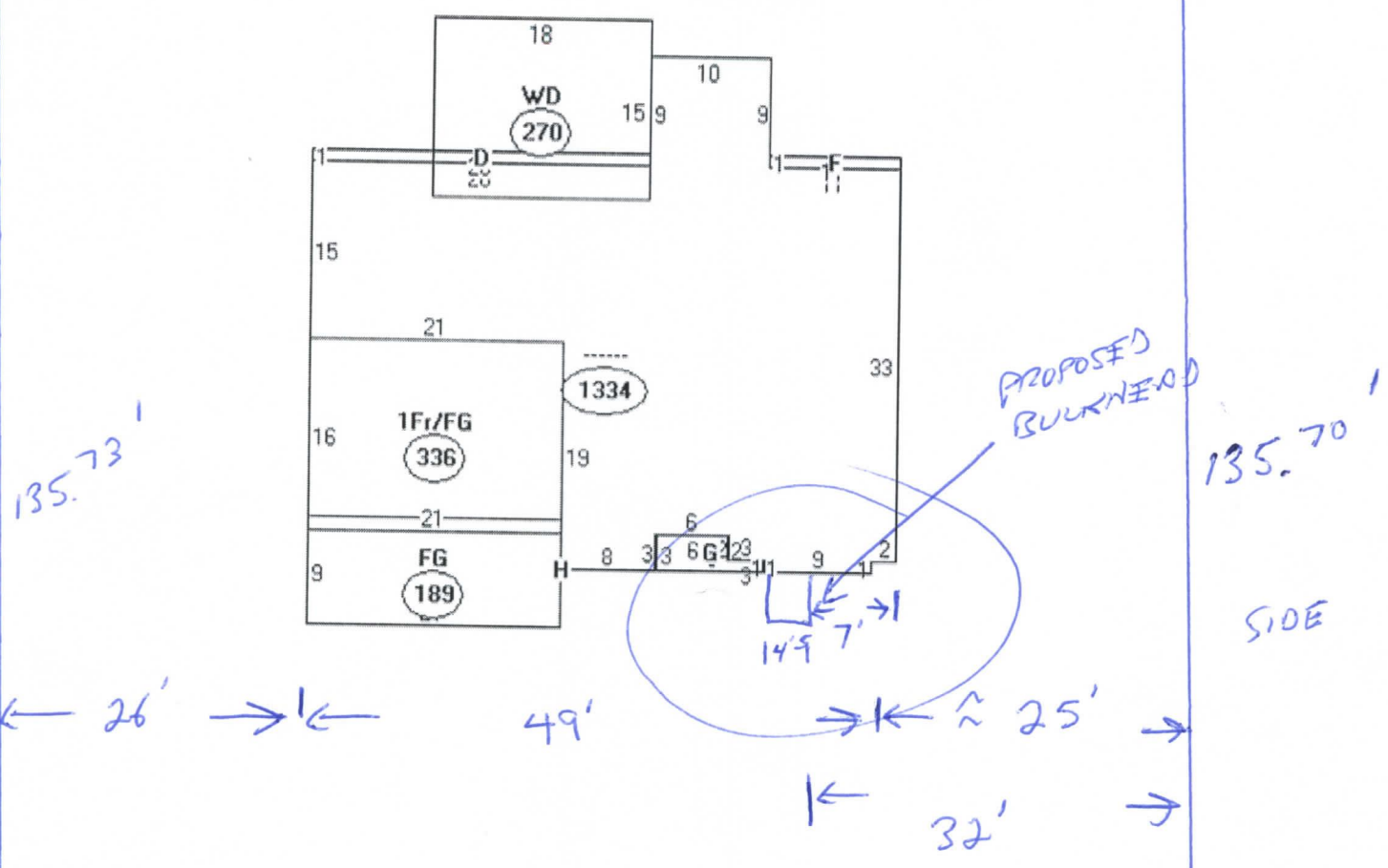
NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means ie; a thumb drive or CD to the office.

CROSS SECTION
FLOOR SYSTEM FOR NEW ROOM IN GARAGE



NEW FLOOR SYSTEM
6" CURBS
1.75" SILL PLATE
11.25" 2x12 JOIST
7.5" ADVANTECN
19.75" 11 KINGSMARK LANE
EXISTING FLOOR IN HOUSE IS 19.75"

FIRST FLOOR
SCALE: 1" = 10'
0'



BULKHEAD WOULD BE
LEFT SIDE - APPROX. 32'
REAR - OVER 50'
FRONT - N/A
RIGHT SIDE - N/A

REAR 100'



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Inspections Division
Approved with Conditions
Date: 02/19/15

Cape Construction, Inc.

Building with Values

11 Kingsmark Lane

Portland, ME

12/08/2014

- **Kitchen Remodel**- Includes demo, new design work, open up dining room wall to approximately 4' to 5' feet, reconfigure window wall in eat-in area, provide appliance allowance of \$7500, new flooring, cabinets, counters, fixtures, upgrade electrical package, all necessary plumbing and venting work.
- **Basement Remodel**- Tear out all interior partitions and reconfigure per new layout (tbd), includes all finishes for new workout room, office, conference area, bathroom, and closets.
 - All new partitions will be non-bearing as original steel foundation I-beams are in place.
- **Heating**- Furnish and install new high efficiency gas boiler unit utilizing existing baseboard heat units on first and second floor, add baseboard or wall unit heaters for new basement rooms, remove existing oil boiler and oil tank.
- **Chimney**- Remove chimney from above roof line to below first floor joist structure, repair roof, walls, ceilings, flooring, insulation, framing, trim and paint affected by removal.
 - Roof to be sheathed to match existing sheathing, ice & water shield and shingles to match.
 - All new walls will be 2"x4" walls to close in where fireplace existed.
 - New subfloor to match existing subfloor to achieve equal elevations of finished flooring.
 - Insulation to be installed where needed.
- **First floor**- New flooring in foyer, new flooring and fixtures in ½ bath, tear out mudroom closet and build custom bench area with storage and hangers, new mudroom tile floor. Install hydronic radiant heat for kitchen, family room, den, foyer, ½ bath, and mudroom. Create den on backside of garage, break through to existing den off kitchen, provide all finishes per design.
- **Second floor**- Master bath-New tile shower with rain head, raised shower head, shower spray, frameless glass shower door, new toe-kick heater, exhaust fan, tub hardware to match oil rubbed bronze vanity fixtures, clean or re-do existing tile grout on floor, Main Bath-replace all fixtures including lights and exhaust fan.

Cape Construction, Inc.

Building with Values



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Date:

- **PreCast Bulkhead**- Furnish and install pre-cast bulkhead on back side of house. Bolt & seal concrete as needed. Provide Bilco door set up and exterior door set up at bottom of stairs.
 - Excavate for new bulkhead.
 - Use skid steer to carry material around house and load on truck.
 - Use concrete chain saw to cut 40" wide opening in foundation wall and haul off.
 - Furnish and install pre-cast concrete bulkhead as per drawings submitted.
 - Tie-in exterior drain as needed
 - Backfill with clean sand fill.
 - Mark out for Dig Safe and call same.

- **Misc.**- All new solid core doors & hardware throughout, 4 bedrooms to have new carpet, complete painting throughout, all demo and disposal included, house to be turn key upon completion.
 - 20 new interior door slabs to replace existing sizes. Doors to be solid core. Profile to be determined.

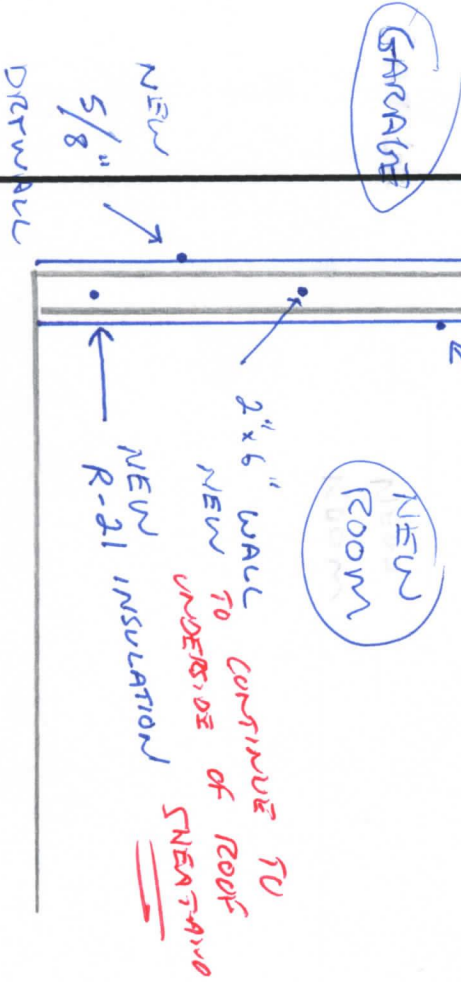
- This estimate is a rough budget based on 11/25/14 walk through. Subject to change based on actual agreed upon designs and products to be determined.

Notes

- *Jobsite to be kept clean throughout project.*
- *Unexpected items hidden in ceilings and inside walls, additions and/or deletions by Owner shall be treated as written change orders agreed upon by both Owner & Contractor*



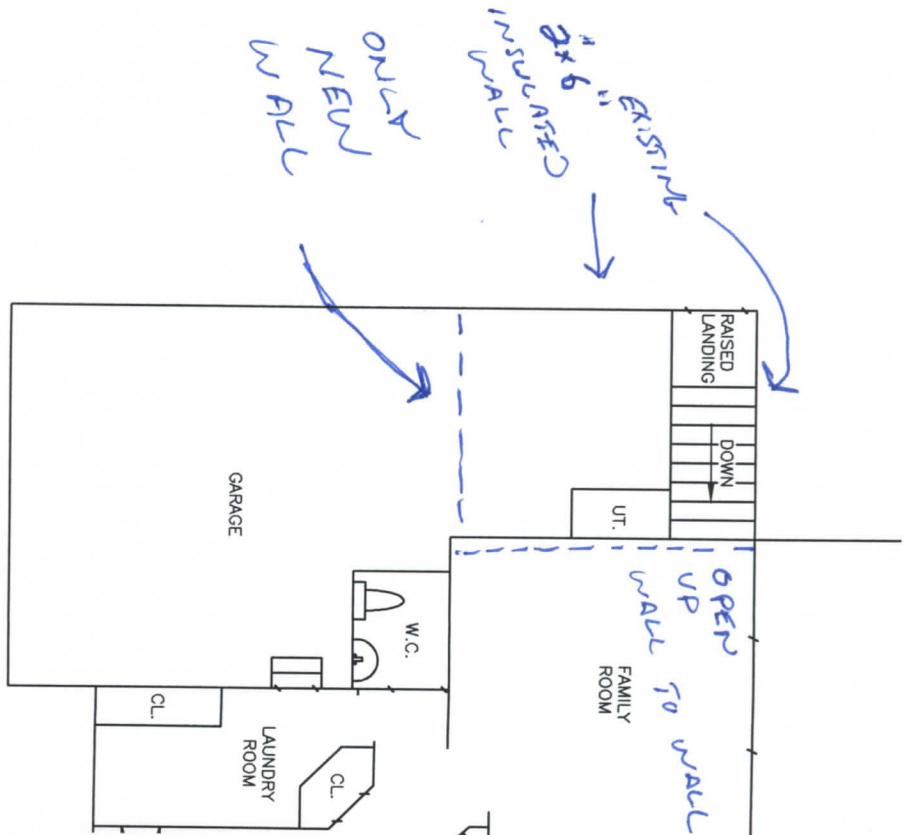
(135.73)



WALL SYSTEM
CROSS SECTION
INSULATION

EXISTING SYSTEM
3rd FLOOR
← BEDROOM ABOVE

* GARAGE CEILING TO HAVE NEW DIRTWALL AND FRAMING WILL CONTINUE TO UNDERSIDE OF ROOF SHEATHING



FIRST FLOOR

SCALE: 1" = 10'

0'

Combined Header Quick Reference Tables

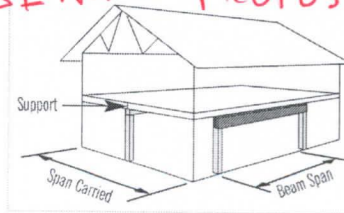


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For combined roof and floor loads:

- For simple span headers only (headers with a support at each end).
- Roof loads include a 2' overhang.
- Loads include 100 pcf wall load.
- Interior support at mid-span of floor joists is required.
- Minimum bearing length is 3", 4-1/2" bearing length is required where bold.
- Read notes and instructions for quick reference tables on page 3.

* EXISTING ^{LVL} BEAM PROPOSAL EXCEEDS PROPOSED USE



Beam Span (ft)	Beam Width	Span Carried By Beam (ft)											
		20	22	24	26	28	30	32	34	36	38	40	
6	3-1/2"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"
	5-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"
8	3-1/2"	7-1/4"	7-1/4"	9-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"
	5-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"
10	3-1/2"	9-1/4"	9-1/4"	9-1/4"	9-1/2"	9-1/2"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"
	5-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"
12	3-1/2"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-7/8"	11-7/8"	14"	14"	14"	14"	14"	14"
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14	3-1/2"	14"	14"	14"	14"	14"	14"	14"	16"	16"	16"	16"	16"
	5-1/4"	11-1/4"	11-1/4"	11-1/4"	11-7/8"	11-7/8"	11-7/8"	14"	14"	14"	14"	14"	14"
16	3-1/2"	14"	16"	16"	16"	16"	16"	16"	18"	18"	18"	18"	-
	5-1/4"	14"	14"	14"	14"	14"	14"	14"	14"	14"	16"	16"	16"

Beam Span (ft)	Beam Width	Span Carried By Beam (ft)											
		20	22	24	26	28	30	32	34	36	38	40	
6	3-1/2"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"
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	5-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"
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	5-1/4"	7-1/4"	7-1/4"	7-1/4"	7-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"
10	3-1/2"	9-1/2"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-7/8"	11-7/8"	14"	14"	14"
	5-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/4"	9-1/2"	9-1/2"	11-1/4"	11-1/4"	11-1/4"
12	3-1/2"	11-7/8"	11-7/8"	14"	14"	14"	14"	14"	14"	16"	16"	16"	16"
	5-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-1/4"	11-7/8"	11-7/8"	14"	14"	14"
14	3-1/2"	14"	14"	16"	16"	16"	16"	18"	18"	18"	18"	18"	16"
	5-1/4"	11-7/8"	11-7/8"	14"	14"	14"	14"	14"	14"	14"	14"	16"	16"
16	3-1/2"	16"	16"	18"	18"	18"	-	-	-	-	-	-	-
	5-1/4"	14"	14"	14"	16"	16"	16"	16"	16"	18"	18"	18"	18"



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Inspections Division
Approved with Conditions
Date: 02/19/15

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

December 1, 2014
Offer Date

12/2/2014, _____
Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between John W. Knight, Erin C. Knight ("Buyer") and Brian M. Connelly, Ann R. Connelly ("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 11 Kingsmark Lane and described in deed(s) recorded at said County's Registry of Deeds Book(s) 28546, Page(s) 149.

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/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: swing set, washer, dryer to be removed from property prior to closing.
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: na.

4. PERSONAL PROPERTY: The following items of personal property as viewed on November 25, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: stove, refrigerator, dishwasher, microwave, disposal, garden shed.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 425,000.00. Buyer has delivered; or will deliver to the Agency within 1 days of the Effective Date, a deposit of earnest money in the amount \$ 5,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered upon satis. inspections. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate 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:

6. ESCROW AGENT/ACCEPTANCE: Legacy Properties Sotheby's Intl Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 2, 2014 (date) noon AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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 December 31, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

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 other 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.

JWK Elk

BMC AKL



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11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price at closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, asso (other) none. The day of closing is counted as a Seller day. Real estate taxes shall be paid on the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of 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
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	n. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	o. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	t. Survey/MLI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	u. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	v. Registered Farmland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
j. Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	w. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
k. Smoke/CO detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	x. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	y. Tax Status/Tree Growth	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	z. Other <u>na</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ 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 investigation(s) 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 arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
a. This Agreement is subject to Buyer obtaining a conventional loan of 80.000 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
d. After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 3 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

JWK

ELK

BMC

ARC



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Inspections Division
Approved with Conditions
Date: 02/19/15

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Lori Garon & Dambrie Garon (002096) of Re/Max By The Bay (_____)
Licensee MLS ID Agency
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
Date: _____

Sandra Wendland (014459) of Legacy Properties Sotheby's (2259)
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 agents 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. DEFAULT/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 written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. 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 court costs in favor of the prevailing party.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. 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 that subsequent litigation. This clause shall survive the closing of the transaction.

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

19. HEIRS/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. COUNTERPARTS: 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/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 required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, 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/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" 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 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, 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.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: n/a

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: **Seller Ann R. Connelly aka Ann Rudisill Tourigny per original deed BK 28546, Page 149**

HWK

ELK

BMC

ARC



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Inspections Division
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27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 10 Tiger Lily, Cape Elizabeth, ME 04107

DocuSigned by:
John W. Knight 12/2/2014
 BUYER 75065AA92C44456... DATE
John W. Knight

DocuSigned by:
Erin C. Knight 12/2/2014
 BUYER C5B55EC0CBB7438... DATE
Erin C. Knight

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 11 Kingsmark Lane, Portland, ME 04102

DocuSigned by:
Brian M. Connelly 12/01/2014
 SELLER 0F02AB42979E1225... DATE
Brian M. Connelly

DocuSigned by:
Ann R. Connelly 12/01/2014
 SELLER 525255A1744E... DATE
Ann R. Connelly

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____

SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____



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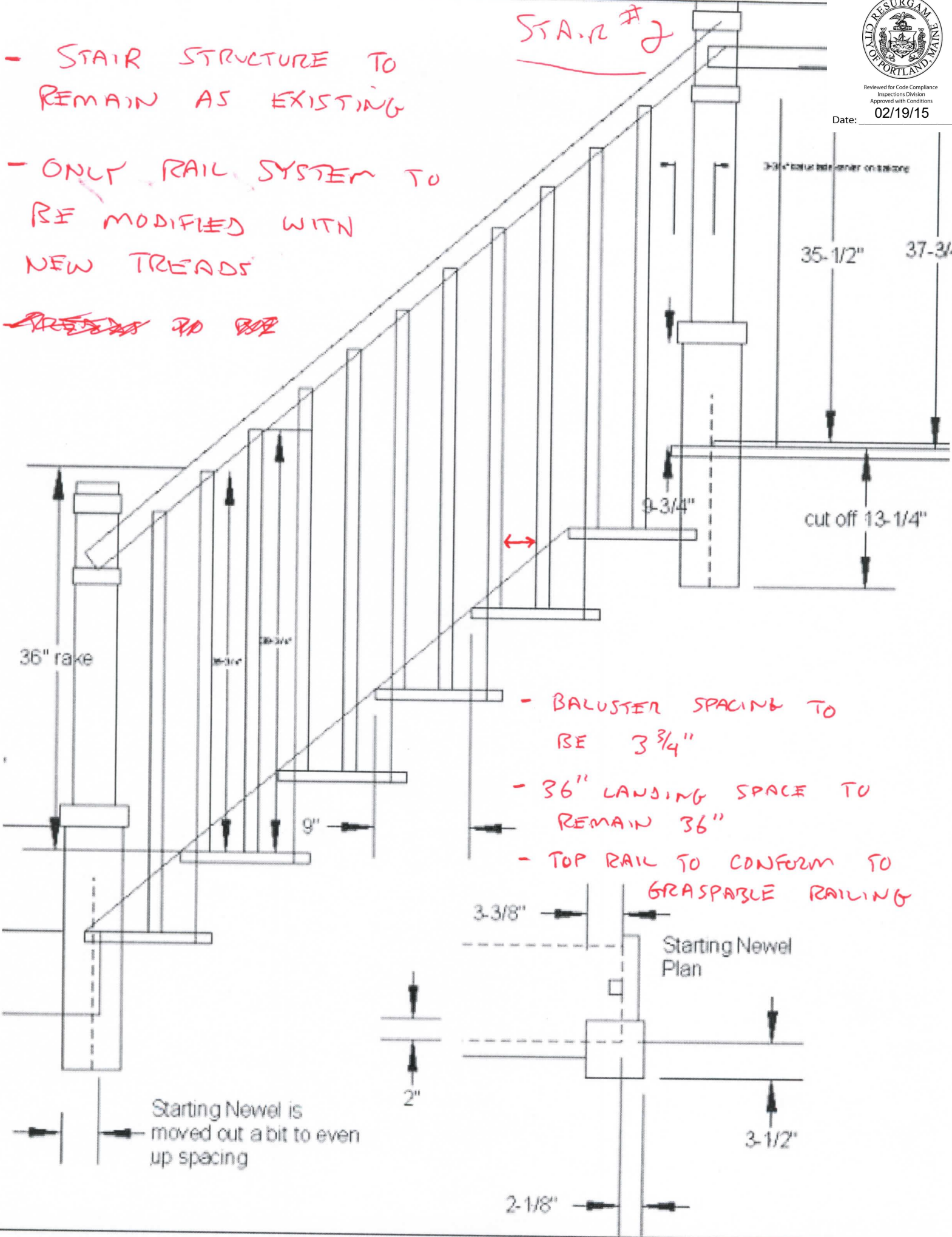


- STAIR STRUCTURE TO REMAIN AS EXISTING

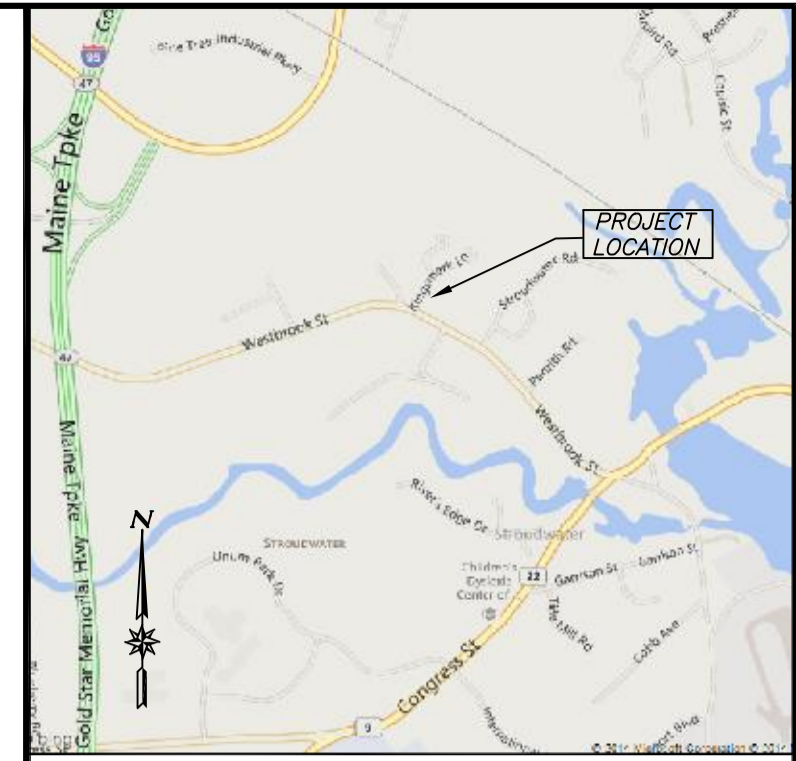
- ONLY RAIL SYSTEM TO BE MODIFIED WITH NEW TREADS

~~AREAS TO BE~~

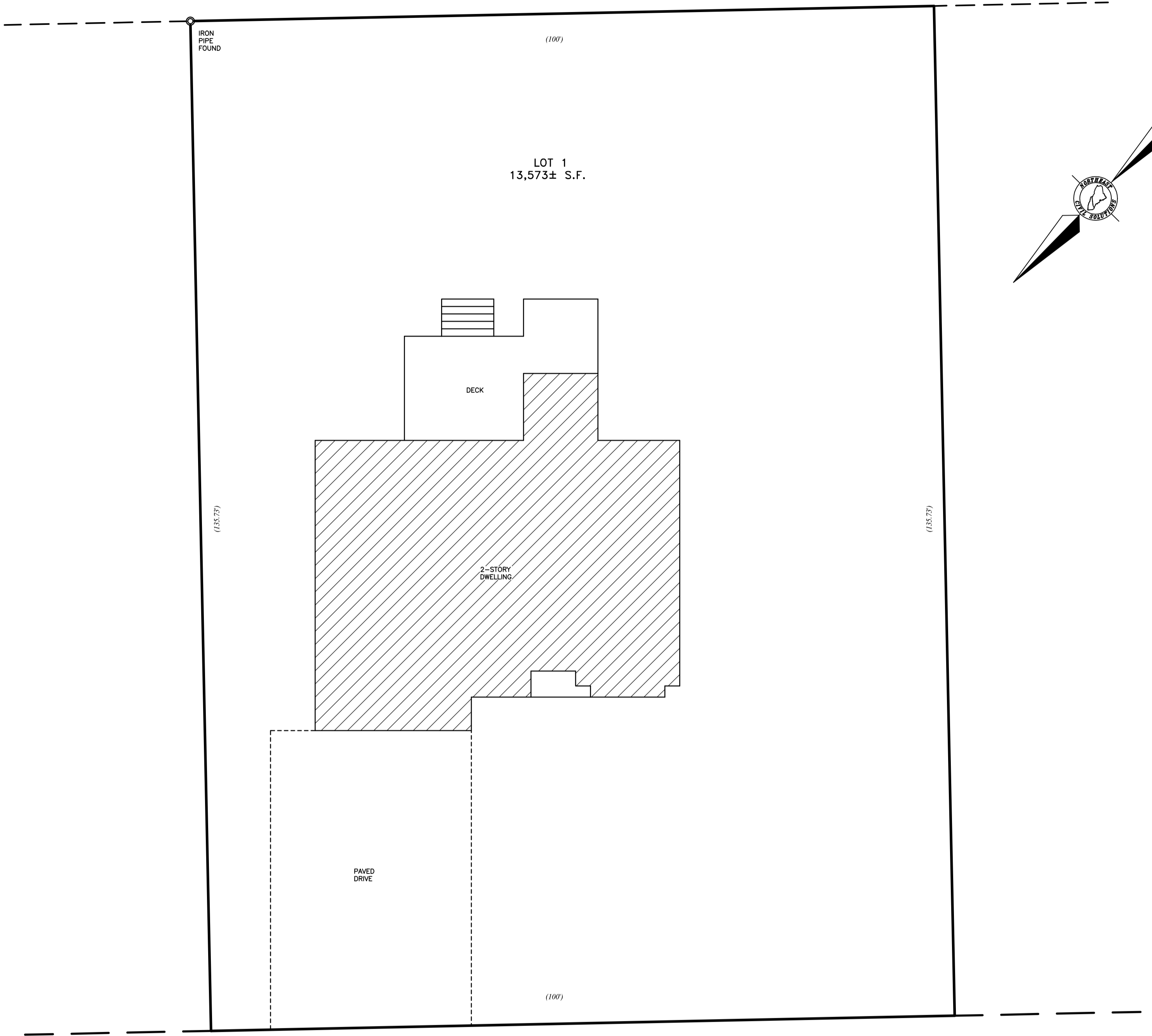
STAIR # 2



- BALUSTER SPACING TO BE 3 3/4"
- 36" LANDING SPACE TO REMAIN 36"
- TOP RAIL TO CONFORM TO GRASPABLE RAILING

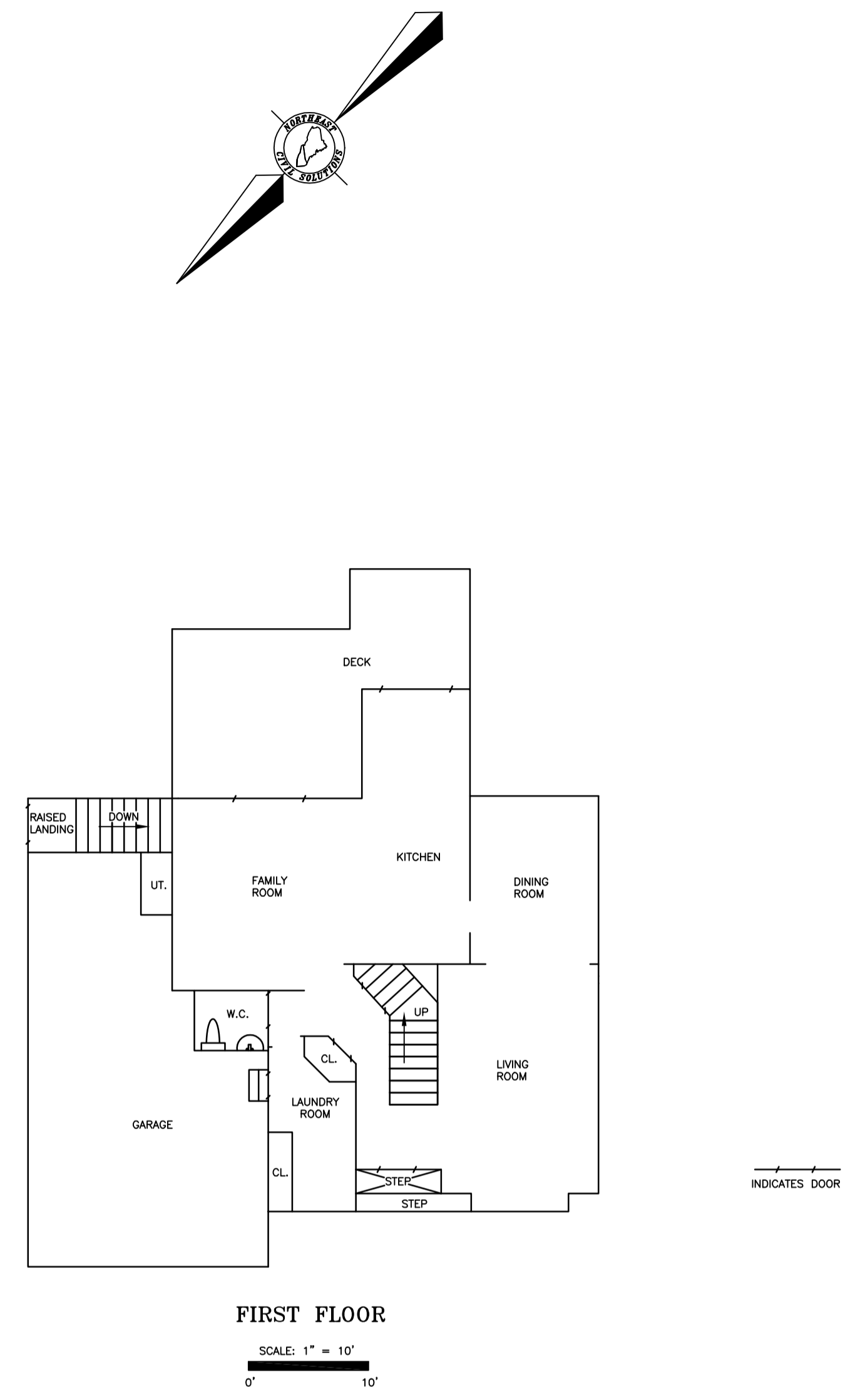


VICINITY MAP
 N.T.S.



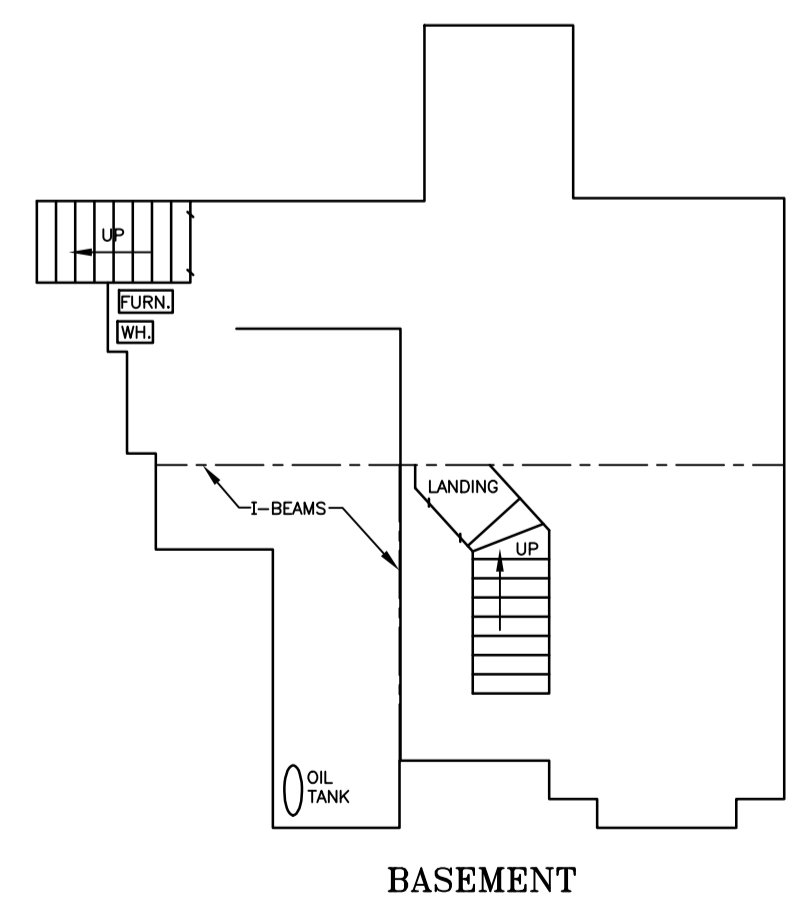
KINGSMARK LANE

TO WESTBROOK STREET



FIRST FLOOR

SCALE: 1" = 10'



BASEMENT

SCALE: 1" = 10'

INDICATES DOOR

NOTES

- RECORD OWNERSHIP OF THE PARCEL SHOWN CAN BE FOUND IN A DEED RECORDED IN DEED BOOK 28546, PAGE 149, CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).
- THE PARCEL SHOWN IS LOCATED ON THE CITY OF PORTLAND ASSESSOR'S MAP 227, BLOCK E, PARCEL 19.
- REFERENCE IS MADE TO THE FOLLOWING PLAN OF RECORD: PLAN RECORDED IN PLAN BOOK 168, PAGE 28 (CCRD).
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH PLAN EXCEPTS CHAPTER 90, PART 2, SECTIONS 4 THROUGH 8 OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYOR'S RULES.
- DUE TO THE FACT THAT THIS IS NOT A BOUNDARY SURVEY, THE RELATIONSHIP BETWEEN THE EXISTING STRUCTURES AND THE PROPERTY LINES ARE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
- THE PURPOSE OF THIS PLAN IS TO SHOW EXISTING FLOOR AND WALL LAYOUTS TO SATISFY THE CITY OF PORTLAND'S PERMITTING REQUIREMENTS FOR INTERIOR RENOVATIONS.
- THE INFORMATION SHOWN WAS OBTAINED BY ON-SITE MEASUREMENTS TAKEN IN DECEMBER, 2014. THE LOCATIONS AND DIMENSIONS OF ALL INFORMATION SHOWN ARE APPROXIMATE ONLY, AND ARE ONLY FOR ILLUSTRATIVE PURPOSES.

Revision	By	Date	Change
PROJECT: 40185	DRAWING NAME: 40185.DWG		
DATE: 12-30-2014	SCALE: 1"=10'	FB #	NO E. FB Y OR N
FIELD BY: CJF	FIELD DATE: 12-22-2014	DRAWN BY: BS	

EXISTING FLOOR PLANS
 11 KINGSMARK LANE, PORTLAND, ME

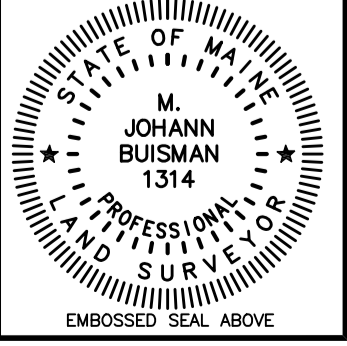
Owner:
ANN RUDISILL TOURIGNY & BRIAN CONNELLY
 11 KINGSMARK LANE, PORTLAND, ME

Prepared For:
ANN RUDISILL TOURIGNY & BRIAN CONNELLY
 11 KINGSMARK LANE, PORTLAND, ME

SURVEYING ENGINEERING LAND PLANNING
Northeast Civil Solutions
 INCORPORATED
 360 US ROUTE 1, SUITE 102, SCARBOROUGH, MAINE 04074
 tel: 207.883.1000 fax: 207.883.1001 e-mail: info@northeastcivilsolutions.com
 800.882.2227

STAMP AND SIGNATURE


J. B. 12-30-2014
 M. JOHANN BUSMAN
 MAINE P.L.S. No. 1314 DATE



IF THIS PLAN DOES NOT CONTAIN AN EMBOSSED SEAL, IT IS NOT AN ORIGINAL AND MAY BE VOID. EMBOSSED SEAL ABOVE



Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/19/15

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	26324

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or an authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore *Jeffrey S. Robinson*

Dennis J. Gilmore, President Jeffrey S. Robinson, Secretary

COUNTERSIGNED:

[Signature]

Authorized Signatory

Douglas Title Company
Type Agent's Name

(This Commitment is valid only when Schedules A and B are attached) This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and Exclusions from Coverage of the form of policy or policies committed or in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



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Inspections Division
Approved with Conditions
Date: 02/19/15

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	26324

File No.: 26324

- Effective Date: December 19, 2014 at 4:30 PM
- Policy (or Policies) to be issued:

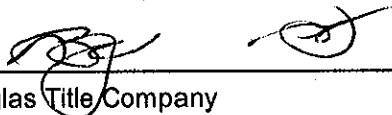
	<u>AMOUNT</u>
a. <input checked="" type="checkbox"/> Eagle Owner Policy (06/17/06)	\$ 425,000.00

Proposed Insured:
John W. Knight and Erin C. Knight

b.

Proposed Insured:
- The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE and title is at the Effective Date vested in:
Brian Mark Connelly and Ann R. Connelly, formerly known as Ann Rudisill Tourigny and Ann R. Tourigny, by virtue of warranty deed from Ann Rudisill Tourigny a/k/a Ann L. Tourigny, dated February 18, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28546, Page 149.
- The Land referred to in this Commitment is described as follows: 11 Kingsmark Lane, known as Lot No(s). 1 in the Stroudwater Point Subdivision, in the City of Portland, County of Cumberland, State of Maine and is described as set forth in the Exhibit "A" attached hereto and made a part hereof.

Douglas Title Company

By: 
Douglas Title Company

(This Schedule A valid only when Schedule B is attached)




Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/19/15

EXHIBIT A
11 Kingsmark Lane, Portland, Maine

A certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, being more particularly bounded and described as Lot 1 delineated on plan entitled "Recorded Plat, Stroudwater Point; Kingsmark Lane, Portland, Maine" dated September 23, 1987, revised through December 15, 1987, made by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28.



Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/19/15

 <p>First American Title</p>	<p>Commitment for Title Insurance</p> <hr/> <p>ISSUED BY First American Title Insurance Company</p>
<p>Schedule BI</p>	<p>26324</p>

File No.: 26324


REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. Deed from Brian M. Connelly and Ann R. Connelly to John W. Knight and Erin C. Knight
3. Mortgage from Ann Rudisill Tourigny and Brian Mark Connelly to MERS, Inc., as nominee for Reliant Mortgage Company, LLC dated February 18, 2011 and recorded on February 24, 2011 in Book 28546, Page 150 must be properly discharged.
4. Open-end mortgage from Ann R. Tourigny to TD. Banknorth, N.A. dated August 6, 2007 and recorded on August 24, 2007 in Book 25415, Page 245 must be properly discharged.



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Inspections Division
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Date: 02/19/15

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company Date: 02/19/15
Schedule BII	26324

File No.: 26324

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Real estate taxes and municipal charges as follows: The City of Portland reports that taxes for 7/1/14-6/30/15 are \$7,608.00 and are paid through 12/31/14. Taxes are next due 3/15 and 9/15. Tax Map 227-E-19.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
7. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.
8. Owner Policy Only: Shortages in acreage or area which a correct survey would disclose, and which are not shown by the public records.



SCHEDULE B, SECTION 2 EXCEPTIONS CONTINUED

9. Notes, easements and such state of facts set forth on plan entitled "Stroudwater Point, Kingsmark Lane, Portland, Maine" for Berma Partnership dated September 23, 1987, revised through December 15, 1987, and recorded in Plan Book 168, Page 28.
10. Terms and provisions of Declaration of Protective Covenants and Common Easements by Berma Partnership dated August 11, 1988 and recorded in Book 8425, Page 250.
11. Terms and conditions set forth in deed from Lawrence C. Butler to Berma Partnership dated December 23, 1987 and recorded in Book 8119, Page 251.
12. Easement Deed from Berma Partnership to Central Maine Power Company and New England Telephone and Telegraph Company dated May 24, 1988 and recorded in Book 8444, Page 227.
13. Rights and easements granted to Central Maine Power Company in instrument dated August 23, 1956 and recorded in Book 2326, Page 190.
14. Agreement between Berma Partnership, Bryan L. and Allison Beck and Gerald S. and Jacqueline Robinov dated July 7, 1988 and recorded in Book 8425, Page 260.
15. Rights and easements granted to Portland Water District in instrument dated August 29, 1988 and recorded in Book 8490, Page 165.
16. Rights and easement granted to Central Maine Power Company in instrument recorded in Book 2378, Page 109.
17. Rights, easements, exceptions, covenants, restrictions, reservations and such matters set forth in deed dated December 9, 1929 and recorded in Book 1336, Page 10.
18. Rights and easements granted to City of Portland by instrument dated September 17, 1957 and recorded in Book 2378, Page 257.
19. Rights and easements granted to Central Maine Power Company by instrument dated June 12, 1951 and recorded in Book 2048, Page 142.
20. Rights and easements granted to Portland Water District by instrument dated March 23, 1976 and recorded in Book 3859, Page 164.
21. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated September 9, 1950 and recorded in Book 2028, Page 123.



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22. Rights, easements, exceptions, covenants, restrictions, reservations and such matters set forth in deed from Berma Partnership to Stephen M. Talbot dated April 18, 1991 and recorded in Book 9528, Page 234.

THIS IS NOT A BOUNDARY SURVEY



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INSPECTION OF PREMISES

I HEREBY CERTIFY TO Douglas Title Co.

11 Kingsmark Road
Portland, Maine

Job Number: 426-58

Inspection Date: 12-19-14

Scale: 1" = 30'

Date:

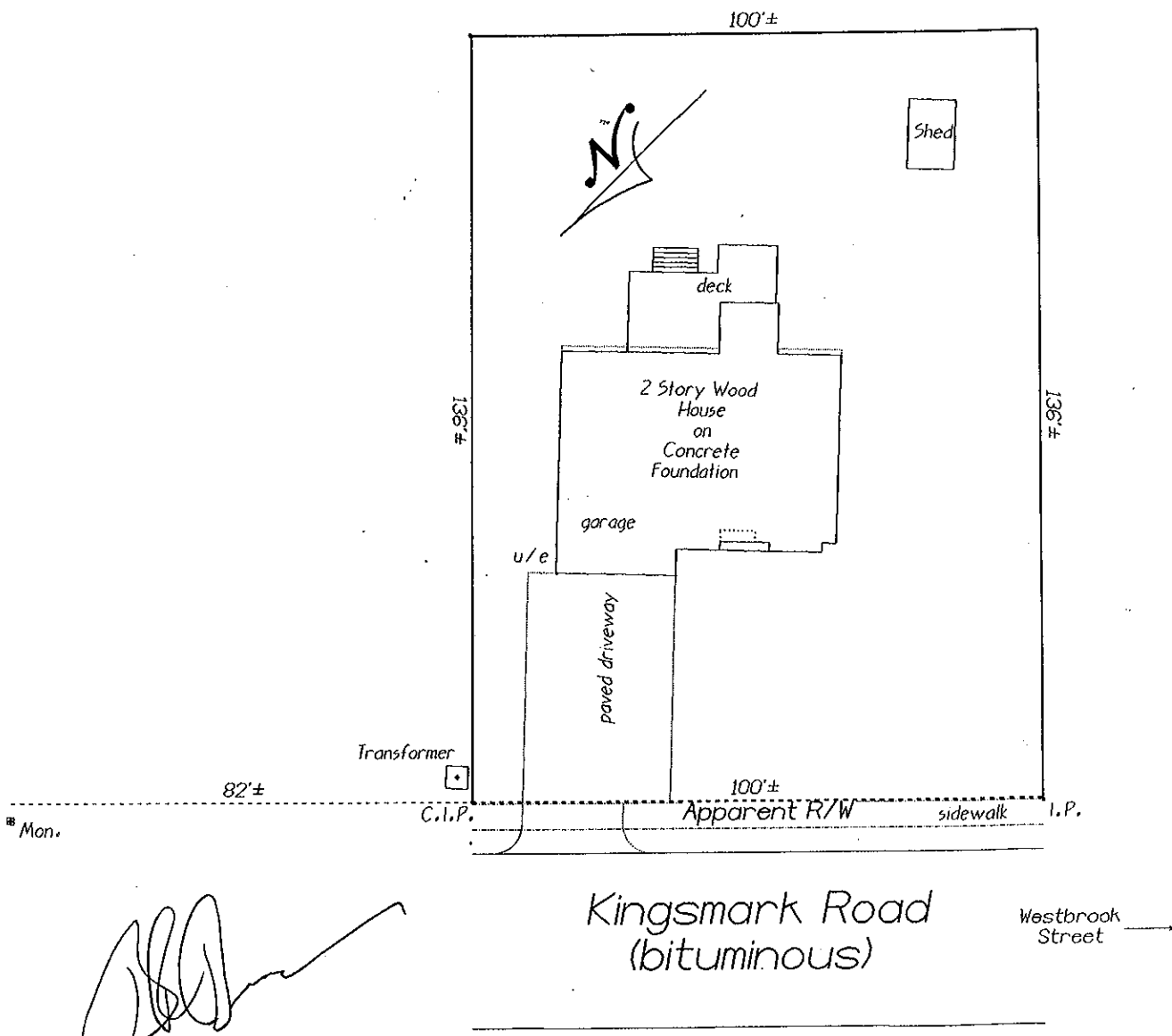
The monumentation is ~~not~~ in harmony with current deed description.

The building setbacks are ~~not~~ in conformity with town zoning requirements.

The dwelling does not ~~appear to~~ fall within the special flood hazard zone as delineated by the Federal Emergency Management Agency.

The land does not ~~appear to~~ fall within the special flood hazard zone as indicated on community-panel # 230051 0012 B

BUYER: John W. &
Erin C. Knight
SELLER: Brian M. &
Ann R. Connelly



[Handwritten signature]

THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD. THOSE THAT ARE EVIDENT ARE SHOWN. THIS PLAN MIGHT NOT REVEAL CONFLICTS WITH ABUTTING DEEDS.

Bruce R. Bowman
INCORPORATED
130 Granite Ridge Road
New Gloucester, Maine 04260
Tel./Fax (207) 926-8013



PLAN BOOK 168 PAGE 28 LOT 1
DEED BOOK 28544 PAGE 149 COUNTY Cumberland

THIS PLAN IS NOT FOR RECORDING Drawn by: *[Signature]*



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Inspections Division
Approved with Conditions

Date: 02/19/15

Instr 15751 BK 9328 Pg 234

15751
MAINE REAL ESTATE TRANSFER TAX PAID

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BERMA PARTNERSHIP, a Maine general partnership, having a place of business at Gorham, County of Cumberland and State of Maine, for consideration paid, grants to STEPHEN M. TALBOT, of Portland, County of Cumberland and State of Maine, having a mailing address of 40 Bernard Road, Portland, Maine 04103, with warranty covenants, as sole owner, the land in Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

A certain lot or parcel of land with any buildings thereon situated in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as Lot 1 delineated on plan entitled "Recording Plat, Stroudwater Point, Kingsmark Lane, Portland, Maine," dated September 23, 1987, revised through December 15, 1987, made by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28.

This conveyance is made subject to and with the benefit of the following items:

1. Terms and conditions noted on said Plan.
2. Terms and conditions of Declaration of Protective Covenants and Common Easements by Berma Partnership dated August 11, 1988, and recorded in said Registry of Deeds in Book 8425, Page 250.
3. Terms and conditions contained in the deed to Berma Partnership by Lawrence C. Butler dated December 23, 1987, and recorded in said Registry of Deeds in Book 8119, Page 251.
4. Terms and conditions contained in an Easement Deed from Berma Partnership to Central Maine Power Company and New England Telephone and Telegraph Company dated May 24, 1988 and recorded in the Cumberland County Registry of Deeds in Book 8444, Page 227.
5. Rights and easements granted to Central Maine Power Company as set forth in instrument dated August 23, 1956 and recorded in said Registry of Deeds in Book 2326, Page 190.



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Inspections Division
Approved with Conditions

Date:

02/19/15

Instr 15751 BK 9528 Pg 235

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6. Terms and conditions of an agreement between Berma Partnership, Bryan L. and Allison Beck and Gerald S. and Jacqueline Robinov dated July 7, 1988 and recorded in said Registry of Deeds in Book 8425, Page 260.

7. Rights and easements granted to Portland Water District as set forth in instrument dated August 29, 1988 and recorded in said Registry of Deeds in Book 8490, Page 165.

8. The above-described lot is further conveyed subject to the condition that, prior to commencement of construction of a dwelling on the above-described premises, the Grantees shall submit to the Grantor or its agent the following: (a) a site plan showing the proposed location of such dwelling, the driveway, all walks, patios, landscaping and any proposed tree cutting, (b) floor plans for the dwelling and (c) elevation plans showing all facades of all buildings to be constructed. The Grantor or its agent shall approve such plans provided that they conform to the terms and conditions of the above-referenced Declaration, as the same may be amended from time to time, and the Grantor or its agent determines, in its sole discretion, that construction in accordance with such plans will not be detrimental to the Stroudwater Point development, and the dwelling shall be constructed only in conformity with such approved plans. Upon completion of construction as evidenced by a Certificate of Occupancy issued by the City of Portland, the Grantee shall be deemed to have complied with this condition, unless the Grantor or its agent shall have recorded in the Cumberland County Registry of Deeds within 30 days of the issuance of said Certificate of Occupancy an affidavit stating otherwise.

9. Any and all other encumbrances of record.

Excepting and reserving to the Grantor, its successors and assigns, however, utility and drainage easements typical of residential subdivisions, including but not limited to, the perpetual right and easement, in common with others, to construct, lay, relay, repair, maintain, expand, replace, locate, relocate and remove utility and drainage pipes and mains, poles and wires, with all necessary fixtures and appurtenances thereto, upon, under or over the area labelled "Drainage Easement" on the Plan, and upon, under or over any other portion of the above-described lot; together with the perpetual right and easement, in common with others, to pass and repass on foot and with vehicles on, over and upon such lot at any and all times for the above-described purposes. The Grantor, its successors and assigns, agree that any such easement shall be located either in substantially the same location a such facility or facilities exist on the date



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Date: 02/19/15

hereof, or so as not to materially interfere with the use or occupancy of the above-described lot by the Grantee, his heirs and assigns. The Grantor expressly reserves without limitation the right to convey the rights and easements reserved herein to the City of Portland, or to any public utility.

Further excepting and reserving to the Grantor herein, its successor and assigns, however, all right, title and interest which the Grantor may have in and to the fee interest in the proposed way or ways abutting the above-described premises as depicted on said Plan. The purpose of this reservation is to preserve the Grantor's rights in and to such ways pursuant to 23 M.R.S.A. § 3031(4) and 33 M.R.S.A. §§ 460 et seq.

Being a portion of the premises conveyed to Berma Partnership by deed of Lawrence C. Butler dated December 23, 1987 and recorded in said Registry of Deeds in Book 8119, Page 251.

IN WITNESS WHEREOF, the said Berma Partnership, has caused this instrument to be executed by Mark S. Plummer, its Partner, thereunto duly authorized, this 18th day of APRIL, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BERMA PARTNERSHIP

Donna P. Alexy

By: Mark S. Plummer
Mark S. Plummer
Partner

STATE OF MAINE
CUMBERLAND, ss

April 18, 1991

Then personally appeared the above-named Mark S. Plummer, a Partner of Berma Partnership, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Berma Partnership.

Before me,

Richard J. Davis
Notary Public
~~Attorney at Law~~

SEAL

Recorded
Cumberland County
Registry of Deeds
04-19/91 10:36:54am
Robert P. Titcomb
Register

MARINA T. WOOD
Printed Name



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 02/19/15

DX 8425 PG 0250

(1)

040261

STROUDWATER POINT

DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS

BY

BERMA PARTNERSHIP

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS made this 11th day of August, 1988, by Berma Partnership, a Maine general partnership with a place of business in Portland, Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns certain real property located in Portland, Cumberland County, Maine (the "Property") shown upon a certain plan entitled "Stroudwater Point", prepared by Owen Haskell, Inc., dated September 23, 1987, and revised through December 15, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28 (hereinafter called the "Plan"); and

WHEREAS, Declarant desires to assure quality standards for the wholesome development of the Property and to promote the interest and welfare of each owner of a part of the Property (the "Owners") and therefore desires to subject the Property to protective covenants and common easements as set forth hereinafter;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of mutual equitable servitudes upon each and every portion thereof, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property.

ARTICLE I

PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance of a numbered lot shown upon the Plan (the "Lot") shall henceforth be subject to the following protective covenants and restrictions:

1. Residential Uses: Subject to the rights of the Declarant to develop and sell the Lots and such other rights of the Declarant as



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are set forth in this Declaration, each Lot shall be used only as a single family residence, and no commercial enterprise of any nature or description shall be conducted or maintained thereon.

2. Residential Buildings: No building other than a single family residence and related accessory structures shall be constructed, maintained or occupied on any Lot and no more than one such single family residence shall be maintained at any time on any Lot. Such single family residence shall have a minimum above ground living area exclusive of any porches, garages or basements, of 2,000 square feet, if a two story residence, and of 1,750 square feet, if a one story residence. Such residences shall be erected with a continuous foundation and shall include a heating system for year-round occupancy.

3. Exterior of Buildings and Roofs: No building erected on any Lot shall be covered with tar paper, asphalt siding or corrugated metal siding, but shall be covered with clapboards, shingles, brick, vinyl siding, or similar suitable materials. Roofs of all buildings erected on the Lots shall be pitched. Further, any building erected on any Lot shall be constructed in compliance with all applicable federal, state and local building ordinances and codes, including, but not limited to any building setbacks.

4. Construction of Residences: All exterior construction of buildings on any Lot shall be completed within one (1) year from the date that construction, as evidenced by excavation of the foundation, commences. All landscaping and grading and construction of a paved or crushed gravel driveway shall be completed within six months of occupancy by the initial Owner.

5. Temporary Structures: No building of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however,

(i) Declarant reserves to itself, its successors and assigns, the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may be necessary or convenient while selling other Lots in the subdivision. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(ii) One dog house is permitted on each Lot, so long as said dog house is not of unreasonable size and is placed on the Lot so as not to be visible from the front street side of the residence on the Lot.

6. Campers, Motor Homes and Boats. Trucks, campers, motor homes, trailers, and other such vehicles (whether or not operable) may



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be parked, kept or stored on any Lot only if parked in an enclosed garage, but may be parked on any street for not more than forty-eight (48) hours during any seventy-two (72) hour period. Boats (whether powered, sail or otherwise) may not be parked, kept or stored forward of the back building line of any Lot. No junk vehicles or other vehicles which do not display a current state motor vehicle registration may be kept or maintained on the Property. All-terrain vehicles, trail bikes, snowmobiles and similar vehicles shall not be operated on the Property. Except in the development and sale of the Lots by the Declarant, no business or commercial vehicles or vehicle of similar nature shall be brought upon, or be maintained, or be permitted to remain on the Property except that a business or commercial vehicle normally used by an Owner in his or her occupation may remain on the Property provided said vehicle is parked in an enclosed garage.

7. Animals: No poultry, swine, livestock or other animals shall be kept on the Property, except household pets of the kind and number normally housed in a residence. All pets shall be restrained so as not to become noisome or offensive to neighbors and shall not be allowed off of their owner's Lot, except on a leash or other restraining device.

8. Rubbish and Debris: Rubbish and debris shall be stored between pickups in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City of Portland. All such receptacles shall be kept in clean and sanitary condition. No rubbish or debris shall be permitted to accumulate on any Lot beyond a reasonable accumulation between pickups.

9. Television Antennae. No radio or television aerial wires, satellite dish or antennae shall be maintained on any portion of any Lot forward of the back building line of any Lot nor shall any free-standing antennae of any style be permitted to extend more than twenty (20) feet above the roof of the principal building on the Lot. No radio or television aerial wires or antennae shall be installed or maintained in airspace over any Lot adjoining such Owner's Lot.

10. Maintenance of Buildings. Each Owner shall maintain the exterior of the buildings on the Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, screens, doors, walks, driveways, parking areas and other exterior portions of such buildings to deteriorate. Each Owner shall at all times keep all weeds and grass on the Lot cut in a sanitary, healthful and attractive manner and shall not permit weeds or grass to grow to a height greater than six (6) inches upon the Lot.

11. Drying of Clothes and Storage. Clothes shall not be hung to dry on any line, or otherwise, forward of the front building line of any Lot. The Owner of any Lot at the intersection of streets where



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the side or rear of the Lot beyond the front building line is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, the storage of yard equipment, and the keeping of woodpiles or similar storage piles.

12. Signs. No signs, billboards, posters, or advertising of any character shall be erected, permitted or maintained on the Lot except (i) one sign of not more than two (2) square feet showing the name of the Owner or occupant and the name or number of the Lot and (ii) one sign, advertising the Lot for sale or rent. Under no circumstances shall any projecting signs, or any neon or brightly lit or internally lit signs be permitted on the Lot.

13. Damage or Destruction. Any building on any Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition without delay.

14. Compliance with Governmental Regulations. Owners shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances and statutes duly enacted by the City of Portland and other governmental entities having jurisdiction over the Property. By way of example, and not by way of limitation, all siting, construction, excavation, sewage disposal, water supply and storm water drainage shall be accomplished in accordance with such applicable rules, regulations, ordinances and statutes.

15. Erosion Control. Owners shall occupy and maintain the Lots in accordance with the Erosion Sedimentation Control Program prepared by DeLuca-Hoffman Associates, Inc., dated September 14, 1987, with amendments thereto dated September 22, 1987.

16. Single Driveway. No Owner of any Lot may construct more than one driveway on his Lot.

17. Protective Zones. The "protective zones" shown on the Plan shall be subject to the following additional restrictions:

- a. No Owner or other person may add, remove, or transfer earth materials within the protective zones, unless for the purpose of drainage improvement, and then only with the prior approval of the City Engineer of the City of Portland.
- b. No cutting of trees or shrubs, whether living or dead, shall be permitted within 25 feet of the property lines of Lots 8, 9, 10, 11 and 12 abutting the Stroudwater Sanctuary.



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- c. Selective removal of trees between 3 inches and 6 inches dbh shall be permitted within the protective zones, but shall be limited to thirty-three percent (33%) of the existing growth in any 10-year period. Selective removal of trees between 6 inches and 12 inches dbh shall be permitted within the protective zones, but shall be limited to 10 percent of the existing growth within any 10-year period.
- d. Selective pruning or thinning of lower limbs of existing trees and shrubs in the protective zones shall be permitted as follows:
 - (i) Dead, dying or diseased trees or shrubs shall be removed only as determined by the Declarant's landscape architect, a certified forester or the arborist of the City of Portland;
 - (ii) Removal of mature specimen growth by Declarant and the Owners shall be limited to those trees that need to be removed for construction purposes in accordance with the Plan; and
 - (iii) Selective limbing or pruning of mature growth by Declarant and the Owners shall be permitted only under the guidance of Declarant's landscape architect, a certified forester or the arborist of the City of Portland.

18. Additional Covenants Applicable to Part of Protective Zone.
The portion of the protective zone located on Lots 13, 14, 15, 16 and 18 shown on the Plan shall be subject to those restrictions applicable to the protective zones set forth in Paragraph 17 of this Article I, and shall be subject to the additional restriction that no construction machinery or equipment shall be permitted thereon during development of the Property by Declarant. No structure shall be erected within such portion of the protective zone, except that (a) erection of playground equipment for non-commercial use by the Owner of the Lot affected, his heirs, successors or assigns, (b) construction of wooden or metal fences not to exceed five (5) feet in height and (c) planting of shrubs and trees shall be permitted within such portion of the protective zone.

ARTICLE II

EASEMENTS

1. Creation of Easements. The following easements are hereby created:

(a) The Declarant reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service



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offices, and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Lots to Owners other than the Declarant.

(b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section (b) shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

(c) The Declarant reserves for as long as it owns any Lot, an easement on, over and under those portions of the Property not located within a building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section (c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant shall restore the affected property as closely to its original condition as is practicable.

(d) The Lots shall be and hereby are made subject to an easement in favor of the Declarant and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of the Lots and any improvements and fixtures located thereon, pursuant to its rights to enforce the provisions of this Declaration.

(e) All easements, rights and restrictions described and mentioned in this Article II are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 02/19/15

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the same) shall continue in full force and effect until the termination of this Declaration.

2. Reservation of Easement Rights. So long as the Declarant has title to any other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense.

ARTICLE III

DURATION

The protective covenants and common easements and the other provisions of this Declaration as set forth herein and as may be amended from time to time, shall run with and burden the Property and shall inure to the benefit of and be enforceable by the Declarant, and any other Owners of any portion of the Property, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time all of said provisions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the Owners of three-quarters (3/4) of the Lots has been recorded, agreeing to terminate this Declaration as of a specified date following such recording date.

ARTICLE IV

SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by a Supplemental Declaration duly executed by the Declarant or the Owners of three-quarters (3/4) of the Lots, except that so long as the Declarant is the Owner of ten percent (10%) or more of the Lots, it may in its sole discretion and without joinder of any Owner amend, revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use or subdivision of and within the Property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration.



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ARTICLE V

DISPUTES

In the event a dispute arises between two or more Owners, such Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE VI

DECLARANT'S RIGHTS

The conveyance of the Lots to Owners shall be subject to the following reserved rights:

1. The Declarant reserves the right until the construction, marketing and sale of all Lots is completed to:

(a) Change the size, number and location of Lots and other improvements, and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and/or the recording by the Declarant of a modified site plan indicating the changes made.

(b) Locate on the Property, even though not depicted on the survey, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) Use the ways shown on the Plan for ingress and egress and use the Property for the storage of construction materials and equipment used in the completion of the project.



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(e) Install and maintain signs and lighting for sales purposes.

(f) With respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person or persons as Declarant sees fit.

This Article VI shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. By the acceptance of the deed to his Lot, each Owner covenants and agrees for himself, his heirs and assigns to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Owner, his heirs or assigns, to recover damages or for injunctive relief or both. Such action may be maintained by the Declarant or by any aggrieved Owner.

2. Waiver. No delay or omission on the part of Declarant or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

3. Severability. In the event any one or more of the provisions of this Declaration shall be found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

4. Perpetuities. If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable because of the Rule against Perpetuities, then such provision or provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



COMMERCIAL LEASE

This Lease is made this 11th day of August, 2014 (hereinafter "Effective Date") by and between **130, LLC**, 42 Market Street, Portland, ME 04101 (hereinafter "Landlord") and **Northeast Bank** (hereinafter "Tenant").

1. DEFINITIONS. The following terms as used herein have the meanings set forth below:

- (a) "Exclusive Premises" means those premises deemed to contain **9,723 rentable square feet** located on the first floor of the Building, exclusive of Common Areas, and further shown on a drawing attached hereto as Exhibit A;
- (b) "Common Areas" means areas customarily shared between and among tenants in the Building, including but not limited to stairwells, roof decks, elevators, and lobby areas, but not including stairwells, lobbies, and other areas solely contained within and solely accessible through a tenant's Exclusive Premises;
- (c) "Leased Premises" means the Exclusive Premises together with any rights granted herein, if any, to use or access the Common Areas;
- (d) "Property" means the land, together with the buildings thereon, located at **27 Pearl Street, Portland, ME 04101**;
- (e) "Building" means any and all structures, whether temporary or permanent, located on Property;
- (f) "Tenant's Proportional Share" means a fraction, the numerator of which is the rentable area deemed to be contained within the Exclusive Premises, and the denominator of which is the rentable area contained within the Building. Tenant's Proportional Share is hereby established as **twenty-five (25%)** percent. In the event the rentable space within the Building changes, Tenant's Proportional Share shall be recalculated according to the above formula;
- (g) "Operating Expenses" means the total amount paid or payable by Landlord in connection with the management, maintenance, repair, and operation of the Property, not including capital improvements; and further described in Section 7.
- (h) "Rent" means the sum of Base Rent (as defined in Section 6) and Additional Rent (as defined in Section 7).

2. PREMISES.

- (a) In consideration of the rents, covenants and agreements contained herein, Landlord demises and leases to Tenant the Exclusive Premises, together with the reasonable use, in common with others, of all Common Areas of the Property. Tenant leases and agrees to take Leased Premises "as is," except as otherwise provided in this Lease. Parking shall



be under separate agreements in the forms attached hereto as **Exhibit C** (with respect to ten (10) undesignated spaces) and **Exhibit D** (with respect to five (5) designated spaces). The foregoing notwithstanding, the parties agree to negotiate in good faith to determine if the parking lot can be reconfigured such that the five (5) designated spaces would be located outside of the secured parking lot and accessible by Tenant's customers without having to pass through the gate or other security. Any such modification shall be mutually-agreeable to the parties in their reasonable business judgment. In such event, the parking agreement attached as Exhibit D shall be modified accordingly.

- (b) After the configuration and size of the entrance lobby to the Building has been determined, Landlord shall cause its architect, Mark Mueller Architects, to calculate the rentable square footage of the Exclusive Premises, exclusive of Common Areas and consistent with standards promulgated by the Building Operators and Managers Association (BOMA), and Landlord shall deliver to Tenant the calculations. Said calculations shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the calculations. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord's receipt of Tenant's objection notice to negotiate in good faith the calculations; said calculations, as approved by Landlord and Tenant, shall be deemed final. In the event the rentable square footage of the Exclusive Premises is less than or more than 9,723 rentable square feet, the Base Rent and the Tenant Improvement Allowance (as set forth in Section 10(d)) shall be adjusted accordingly.
3. **TERM.** Tenant shall have and hold the Leased Premises for the Initial Term of **fifteen (15) years**, commencing February 1, 2015 (hereinafter "Commencement Date"), and terminating on January 31, 2030 (hereinafter "Termination Date") unless (i) it is extended as provided in Section 5 hereof or (ii) otherwise expires, terminates or is cancelled at an earlier date pursuant to any of the terms, conditions, covenants or other provisions of this Lease, by operation of law, or by order of a court of competent jurisdiction.
4. **CANCELLATION.** Tenant shall have a one-time option to cancel this Lease effective January 31, 2025 (hereinafter "Cancellation Date"). Tenant shall provide Landlord with written notice not less than nine (9) months prior to the Cancellation Date informing Landlord of its election to exercise its option under this Section. In the event Tenant elects to exercise the option granted under this Section, Tenant shall pay to Landlord the Cancellation Fee (as herein defined) within thirty (30) days after the date on which such notice is given by Tenant. Notwithstanding Section 2 of this Lease, any separate agreement between Tenant and Landlord for parking is incorporated herein by reference for the sole purpose for determining unamortized amounts under this Section. Landlord's Work Cost (as defined in Section 10(c)) and the Tenant Improvement Allowance shall be added together and amortized on a straight line basis, without interest, over the Initial Term, and the unamortized amount thereof as of the Cancellation Date shall be deemed the "Cancellation Fee." On or before the thirtieth (30th) day after the Commencement Date, Landlord shall submit to Tenant the calculation of the Cancellation Fee; said calculation shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the



calculation. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord’s receipt of Tenant’s objection notice to negotiate in good faith the calculation; said calculation, as approved by Landlord and Tenant, shall be deemed final.

5. EXTENSION. Tenant shall have the option to extend this Lease for **one (1) additional five (5) year** period (hereinafter “Renewal Term”) commencing on expiration of the Initial Term. If Tenant desires to exercise its option to extend this Lease for the Renewal Term, Tenant shall give Landlord written notice of Tenant’s exercise of Tenant’s renewal option not less than 9 months prior to the expiration of the Initial Term. Tenant’s right to extend shall automatically terminate if the notice is not provided as required herein in a timely fashion. Tenant’s exercise of said option shall only be valid if, at both the time of giving said notice and the expiration of the Initial Term, Tenant shall not be in default of any of the provisions or terms of this Lease beyond applicable notice and cure periods, if any. In the event of any extension of this Lease, all terms and provisions of this Lease shall remain applicable except for this Section which is applicable only to the Initial Term. The Base Rent for the Renewal Term shall be the fair market value of the Leased Premises, as determined pursuant to the provisions set forth on Exhibit B attached hereto.

6. BASE RENT

Beginning on the Commencement Date, Tenant shall pay the following amounts as Base Rent according to the following schedule:

For the first through fifth lease years, commencing upon the Commencement Date	\$116,676.00/year
Payable in equal monthly installments of:	\$9,723.00
For the sixth through tenth lease years,	\$126,399.00/year
Payable in equal monthly installments of:	\$10,533.25
For the eleventh through fifteenth lease years,	\$136,122.00/year
Payable in equal monthly installments of:	\$11,343.50

Each monthly installment is due in advance on the first day of each month at such place as is designated by Landlord and is due to Landlord without any defense, abatement, deduction or set-off for any reason except as may be expressly provided for in this Lease.

7. ADDITIONAL RENT

(a) Tenant shall pay to Landlord Additional Rent equal to the Tenant’s Proportional Share of the Property’s Operating Expenses, also known as Common Area Maintenance (“CAM”) expenses. Operating Expenses may include, but are not limited to:

(i) Landlord’s cost in repairing or maintaining the roof, roof membrane, exterior walls, exterior windows, and exterior doors of the Property;



- (ii) All real estate taxes or taxes in lieu thereof or in addition thereto imposed by the City of Portland or other taxing authority on the Property;
- (iii) Landlord's costs in maintaining the outside paved areas, walkways, landscaping, and other Common Areas;
- (iv) Landlord's annual cost of insurance insuring against fire and extended coverage, including all risk coverage and all other insurance including, but not limited to, earthquake, flood, and/or Act of God, rental value insurance against loss of rents in an amount equal to the amount of rent for a period of at least six months, but not more than twelve months, commencing on the date of loss;
- (v) Intentionally omitted;
- (vi) Landlord's cost of preventative maintenance and repair contracts including, but not limited to, contracts for elevator systems and HVAC systems, lifts for disabled persons, and/or trash or refuse collection;
- (vii) Landlord's cost of security and fire protection services to the Property;
- (viii) Landlord's expense for retention of a property management company or Landlord's reasonable fee, not to exceed five (5%) percent of the Property's Base Rents and Additional Rents, for managing the Property itself;
- (ix) Landlord's cost of supplies, equipment, rental equipment, and other similar items used in the operation and/or maintenance of the Property;
- (x) Landlord's cost of repairs and maintenance required of Landlord under this Lease, including janitorial services for Common Areas and costs of cleaning windows; and
- (xi) Landlord's cost of utilities for the Common Areas.

This list is for illustrative purposes only and is not exhaustive of all Operating Expenses. Landlord does not represent that any of the above actions will be taken and Landlord may, in its sole and absolute discretion, begin or discontinue any of the services or activities chargeable to Tenant as Operating Expenses.

Supplementing the foregoing, (A) to the extent any person whose wage, salary, fringe benefits and taxes (payroll and workers' compensation, etc.) are included in the Operating Expenses does not devote his/her entire time to the Property, then said wage, salary, fringe benefits and other items shall be included only in proportion to the amount of time spent with respect to the Property, (B) if any service is provided by an affiliate or subsidiary of Landlord or the managing agent, the cost included in the Operating Expenses for such service shall not exceed the reasonable and customary cost charged by an independent third party performing the same services, (C) if any expenditure or cost for any alteration, replacement or improvement performed by Landlord is considered capital in nature under generally accepted accounting principles, then such expenditure or cost shall be excluded from the Operating Expenses, and (D) if any cost or expense payable by Landlord under any preventative maintenance and repair contracts would be excluded if such cost or expense was incurred by Landlord, then such cost or expense shall be excluded from the Operating Expenses.

Notwithstanding anything to the contrary set forth above, the following costs shall not be included as part of the Operating Expenses: (A) any charges for Landlord's executive or management personnel; (B) any charges for depreciation or amortization; (C) any costs



for which Landlord is or is to be reimbursed by proceeds of insurance or condemnation or by any other third party source, other than payments by other tenants on account of the Operating Expenses; (D) any charges for Landlord's general administration or overhead; (E) all costs of leasing, including attorneys' fees, leasing commissions, space planning, buy-outs, contributions and tenant improvement expenses, and all expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants; (F) all interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the Property, (G) all rent payable under any lease to which this Lease is subject; (H) all expenses relating to the replacement of any item covered under warranty; (I) any penalty or fine incurred by Landlord; (J) any interest or penalties assessed against Landlord for late payment by Landlord of any of the Operating Expenses; (K) salaries of Landlord's employees above the grade of building superintendent or building manager; (L) reserves; (M) cost of sculptures, paintings and other objects of art; (N) repair and/or replacement of any construction defects or design defects in the Building or any other improvement on the Property; (O) advertising, marketing and promotional expenses; (P) Landlord's legal fees; (Q) payments under capital equipment leases; (R) the cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order; (S) all costs and expenses relating to compliance with any other applicable law, statute, ordinance or other regulation or requirement; and (T) costs of repairs attributable to a fire or other casualty or to a condemnation, other than those costs equal to the insurance deductible.

- (b) Landlord shall estimate the total Operating Expenses on an annual basis and shall invoice Tenant in equal monthly installments. Any estimated charges shall be considered Additional Rent. Within ninety (90) days after the end of each calendar year, Landlord shall provide to Tenant a written statement of the actual CAM expenses for such lease year (hereinafter "Annual CAM Statement"). Within thirty (30) days of Tenant's receipt of the Annual CAM Statement, Tenant shall pay to Landlord any shortage unpaid by Tenant, or Landlord shall refund to Tenant any overage paid by Tenant. Tenant may elect, within sixty (60) days of receipt of the Annual CAM Statement, to conduct an audit of Landlord's records of Operating Expenses and no shortage in Additional Rent due for the prior lease year shall be paid until Tenant completes such audit. In such event, Landlord shall reasonably cooperate with Tenant and its representative and shall provide Tenant and its representative with reasonable access to all documentation and information reasonably required by Tenant or its representative to conduct such audit. If such audit shows that the amount Landlord charged Tenant for Operating Expenses was greater than the amount Tenant was obligated to pay, then, unless Landlord reasonably contests the results of the audit, Landlord shall refund the excess amount to Tenant within thirty (30) days after Landlord receives a copy of the audit. If the audit shows that the amount Landlord charged Tenant for Operating Expenses is less than the amount Tenant was obligated to pay, then Tenant shall pay to Landlord, as Additional Rent, the difference between the amount Tenant paid and the amount stated in the examination report within thirty (30) days after Landlord receives a copy of the audit.



- (c) Additional Rent shall be due and payable within thirty (30) days after Tenant receives written notice from Landlord. If said Additional Rent is not paid when due, it shall be collectable with the next required installment of Base Rent, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other right or remedy of Landlord.
- (d) In the event this lease does not terminate, expire, or is otherwise cancelled on the final day of a calendar year, there shall be a final CAM accounting. Landlord shall calculate the total Operating Expenses of the then-current calendar year as of the date of lease expiration. Tenant shall pay to Landlord as Additional Rent Tenant's Proportional Share of such Operating Expenses, less amounts already paid by Tenant under Subsection (b), provided that, if such resulting number is negative, Landlord shall remit to Tenant any overpayment. In the event amounts of known Operating Expenses, including electricity and gas, have not been provided by vendors at the time of lease termination, Landlord may elect to use the immediate prior bill as an estimate which shall be deemed the actual amount for purposes of this Subsection.
- (e) Notwithstanding any other provision of this agreement, Tenant shall begin to pay Landlord Additional Rent on the Commencement Date.
- (f) If Landlord shall receive any refund of real estate taxes or taxes in lieu thereof or in addition thereto, and if the Operating Expenses paid by Tenant for such lease year included the such real estate taxes or taxes in lieu thereof or in addition thereto, then Landlord shall deduct from such tax refund any expenses, including, but not limited to, attorney's fees, appraisal fees and tax consultant fees, incurred in obtaining such tax refund, and out of the remaining balance of such tax refund, Landlord shall credit Tenant's Proportionate Share of such refund against the next accruing monthly installments(s) of Additional Rent. If Landlord prevails in its contest, then any reasonable expenses incurred by Landlord in contesting the validity or the amount of the assessed valuation of the Property or any real estate taxes or payments in lieu thereof or in addition thereto, to the extent not offset by a tax refund, shall be included as an item of Operating Expenses for the lease year in which such contest shall be finally determined for the purpose of computing the Additional Rent due Landlord or any credit due to Tenant hereunder.
8. LATE CHARGE. If Tenant fails to pay Landlord any Rent due under this Lease by the tenth (10th) day of the month in which such amount is due a late charge of four (4%) percent of the amount shall be added to the amount due.
9. UTILITIES.
- (a) Water and Sewer: Landlord shall provide water and sewer service to the Leased Premises for Tenant's use consistent with ordinary and necessary requirements of general office operations and retail banking. Such charges shall be considered an Operating Expense. In the event Landlord reasonably determines that Tenant's water and sewer use



is excessive for general office operations and retail banking, Landlord may elect to install a meter at Landlord's expense to measure such service and Tenant shall pay, either directly to the service provider and/or as Additional Rent to Landlord, all water and sewer charges as reflected on the meter. Tenant shall maintain any such meter in good working order.

- (b) HVAC, Electricity: Tenant shall pay for all electricity, oil, natural gas, heat, air conditioning, and other utilities used or consumed by Tenant in the Leased Premises. Such utilities shall be separately metered to determine Tenant's actual usage. In the event such meter fails or actual usage is unable to be reasonably determined, Tenant shall pay for such services as an Operating Expense.
- (c) Landlord's services: Landlord shall supply (i) hot and cold water at all times to any lavatories, kitchens, coffee stations and water fountains within or serving the Exclusive Premises; (ii) heat, ventilation and air conditioning to the Exclusive Premises and to the interior Common Areas serving the Exclusive Premises during normal business hours as and when reasonably required to maintain therein reasonably comfortable temperatures consistent with temperatures maintained in other comparable buildings in Portland, Maine area; (iii) janitorial services for the Common Areas consistent with janitorial services provided to common areas in other comparable buildings in the Portland, Maine area; (iv) exterior window cleaning at least twice a lease year; (v) sufficient light to reasonably illuminate the Common Areas and the parking areas; and (vi) snow and ice removal from the sidewalks and the parking lot adjacent to the Building.
- (d) Other: Tenant may, in its sole discretion and at its sole expense, select a janitorial service, telecommunications, and security system provider or providers to serve Tenant's needs in the Exclusive Premises. Landlord shall provide to such providers reasonable access to the Property and Exclusive Premises.
- (e) Keys: The Building shall be equipped with a lock and key system to restrict access to the Building after normal business hours. Landlord agrees to provide Tenant with a number of keys equal to the number of permanent employees Tenant expects to work at the Building, which shall be free of charge; any replacement keys or new keys shall require payment of Landlord's reasonable cost in providing the keys. Tenant may, at Tenant's expense, install a controlled access system for the Exclusive Premises. Subject to Landlord's reasonable approval, Tenant may install access points compatible with any such controlled access system at secured exterior doors leading to Common Areas, provided that such system does not interfere with the access of other tenants or the Landlord to the Building.
- (f) Access: Tenant shall have access to the Exclusive Premises twenty-four (24) hours a day, seven (7) days a week.

10. REPAIRS AND MAINTENANCE.



- (a) Tenant shall be responsible for the janitorial services for the Exclusive Premises and for the maintenance and routine, non-structural repairs to the interior of the Exclusive Premises (the ceiling, the lights, the interior walls and the floor coverings, such as wood, tile and carpeting), and Tenant shall at all times keep such portions of the Exclusive Premises in good order, condition, and repair, excepting ordinary wear and tear and damage by fire or other casualty or by condemnation.
- (b) Landlord shall be responsible for the maintenance (which shall include routine painting and caulking) and for all repairs and replacements to (i) all Common Areas, (ii) all building systems (including, without limitation, mechanical, plumbing, electrical, fire and security systems) located within the Building (including the components of those systems located within and servicing the Exclusive Premises), other than any equipment or system installed by Tenant that services exclusively the Exclusive Premises, (iii) the elevator, and (iv) the foundation, the bearing walls, the structural columns and beams, the exterior walls, the exterior windows, and the roof of the Building, and Landlord shall at all times keeps such portions of the Property in good order, condition and repair, excepting ordinary wear and tear.
- (c) Landlord shall do the following work, at Landlord's expense: reconfigure the lobby of the building to relocate the handicap ramp ("Landlord's Work") substantially as shown on Exhibit A (the "Floor Plan") so that it shall run to the right of the entranceway on Pearl Street and around the stairwell and be as minimally obtrusive as possible to the lobby layout. Landlord agrees to cooperate and work with Tenant in this regard in the reconfiguration of the ramp . Within thirty (30) days after the completion of Landlord's Work and Landlord's receipt of all invoices for costs thereof, Landlord shall submit to Tenant a reasonably detailed statement setting forth the out-of-pocket costs incurred by Landlord with respect to Landlord's Work. Said statement shall be deemed approved by Tenant, unless Tenant notifies Landlord of any objections thereto within ten (10) days after receipt of the statement. If Tenant notifies Landlord of its objections within said ten (10) day period, Landlord and Tenant, and their respective representatives, shall meet within three (3) business days after Landlord's receipt of Tenant's objection notice to negotiate in good faith the objections; the out-of-pocket costs, as approved by Landlord and Tenant, shall be deemed final and are hereinafter referred to as "Landlord's Work Costs".
- (d) Landlord shall deliver the Exclusive Premises "as-is" and provide Tenant with an allowance (the "Tenant Improvement Allowance") of \$243,075.00 (\$25.00 per rentable square foot) to be spent by Tenant for all "hard" costs and "soft" costs (including, without limitation, design and management fees, demolition, Tenant's trade fixtures and Tenant's furniture) incurred by Tenant in connection with Tenant's improvements to the Exclusive Premises. Tenant may elect, at Tenant's expense, to conduct additional improvements. Anything to the contrary herein notwithstanding, any delay in the substantial completion of the initial improvements being managed by Landlord shall result in a day for day delay in the Commencement Date in Section 3 hereof, provided that Tenant provides Landlord with final construction plans within 30 days of the date hereof. In the event any delay in



delivery of such plans by Tenant occurs, Landlord shall have a corresponding grace period day for day to be set off against the day for day delay in the Commencement Date.

On behalf of Tenant, Landlord shall manage any initial improvements to the Exclusive Premises to prepare the same for Tenant's occupancy. If Tenant allows Landlord to elect to utilize a prime contractor of Landlord's choice with negotiated "open-book" management, Landlord shall charge no management fee. If Tenant requires competitive bids from multiple prime contractors, Landlord shall charge a management fee of two (2%) percent of the total work cost. All costs for such improvements managed by Landlord shall be paid first from the Tenant Improvement Allowance. In the event costs exceed the amount of the Tenant Improvement Allowance, Landlord shall invoice Tenant for such costs actually incurred, provided Landlord may not invoice Tenant more than once per calendar month. Tenant agrees to pay Landlord within fifteen (15) days of receipt of such invoice. If Tenant fails to pay such invoice within fifteen (15) days, Landlord may charge interest to Tenant on the unpaid amount at the rate of ten (10%) percent per annum from the fifteenth (15th) day until the date that such invoice is paid, inclusive. Tenant shall have the right to review Landlord's records as to actual costs of work completed under this subsection, including records of the prime contractor under such agreement as Landlord may have with such prime contractor.

Landlord shall keep a separate accounting of the costs and expenses incurred in connection with the demolition of the existing improvements in the Exclusive Premises (such costs and expenses being hereinafter referred to as the "Demolition Costs"). If the Demolition Costs exceed \$2.00 per rentable square foot (\$19,446.00 based on 9,723 rentable square feet), then Landlord agrees to reimburse Tenant for fifty percent (50%) of the amount by which the Demolition Costs exceed \$2.00 per rentable square foot. Such reimbursement shall be made within thirty (30) days after the demolition is completed.

- (e) At the expiration or other termination of the term hereof, Tenant shall surrender the Exclusive Premises in generally the same condition as the Exclusive Premises were in upon delivery of possession thereto under this Lease, ordinary wear and tear and damage by fire or other casualty and by condemnation excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Exclusive Premises. Tenant shall remove any fixtures, alterations, or improvements constructed by or for Tenant before surrendering the Exclusive Premises as aforesaid and shall repair any damage to the Leased Premises and/or the Building caused thereby, except that Tenant shall not be required to remove any fixtures, alterations, or improvements which Tenant constructed or installed in the Exclusive Premises in connection with the preparation of the same for Tenant's occupancy (collectively, the "Initial Alterations") other than any exterior signs, any vault and any ATM installed by or for Tenant, and except that Tenant shall not be required to remove those fixtures, alterations or improvements which Tenant is required to leave at the Exclusive Premises pursuant to this Lease or any subsequent agreement between Landlord and Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease.



11. SIGNS, FIXTURES, ALTERATIONS

- (a) Tenant shall not make or cause to be made any alterations, additions, or improvements to the Exclusive Premises or to install or cause to be installed any trade fixtures, signs, floor coverings, or lighting or plumbing fixtures without first obtaining Landlord's written approval and consent, which approval and consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Tenant may paint the interior walls, install wallpaper on the interior walls, install carpeting and make other such "cosmetic" alterations without obtaining Landlord's prior written approval and consent.

By its execution of this Lease, Landlord hereby acknowledges and agrees that Tenant may install a vault within the Exclusive Premises and that Tenant may install up to two (2) ATMs, one of which may be located in the entrance lobby or in the exterior wall of the Building; provided, however, the plans and specifications for such work are subject to Landlord's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned.

By its execution of this Lease, Landlord hereby approves the Floor Plan, which shows the configuration and layout of the Exclusive Premises, as desired by Tenant, including, without limitation, the removal of a non-structural portion of the brick wall separating the retail banking area from the rest of the Exclusive Premises in order to expand the access and visibility between said areas; provided, however, the plans and specifications for such work are subject to Landlord's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Any signs approved by Landlord shall be erected and maintained by the Tenant at Tenant's sole expense and Tenant's sole responsibility for full compliance with all laws, ordinances and regulations of the United States, State of Maine, City of Portland and Board of Fire Underwriters applicable thereto. By its execution of this Lease, Landlord hereby acknowledges and agrees that Tenant may install two (2) identification signs at the top of the Building (1 sign facing Pearl Street and 1 sign facing Middle Street) and one (1) identification sign above the retail area. Such signage shall be the dominant signage on the Building. No other new signage shall be permitted on the exterior of the Building above the fourth floor absent the prior written consent of the Tenant. . Tenant's signage shall comply with applicable zoning and other legal requirements. .

- (b) If, at the expiration or other termination of this Lease, Tenant fails to restore the Exclusive Premises as required by Section 10(e), then, upon the expiration or other termination of this Lease and upon Tenant's removal from the Leased Premises, all said signs, fixtures, alterations, additions, and improvements shall, at the option of the Landlord, (i) become the property of the Landlord or (ii) be removed and stored or destroyed, if appropriate, in their entirety or any part thereof at Tenant's sole cost and expense.



(c) Tenant shall promptly pay all contractors and materialmen for which it is responsible so as to minimize the possibility of a lien attaching to the Leased Premises. Should any lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after notice of the lien is received by Tenant or written request by Landlord, whichever first occurs.

12. LANDLORD'S ACCESS. Upon reasonable prior notice, Landlord shall have reasonable access to the Leased Premises for the purpose of examining the same, or to perform any repairs or maintenance deemed necessary by Landlord, or to show the Property to prospective purchasers, but the performance of such repairs, maintenance, examination, or showing shall not unduly interfere with the Tenant's use of the Leased Premises nor the conduct of Tenant's business thereon. During the last nine (9) months of the term of this Lease or any extension or renewal thereof, Landlord shall have the right to show the Leased Premises to prospective tenants during normal business hours upon reasonable prior notice to Tenant. Nothing in this Section shall be construed to limit Landlord's access if Landlord, in its reasonable commercial judgment, believes an emergency situation, including fire, flooding, burst pipes, or structural failures, requires immediate access to protect the Property. Supplementing the foregoing, so long as Tenant is using the Exclusive Premises for retail banking, Landlord agrees to comply with the security procedures adopted by Tenant from time to time in connection with such access.

13. ASSIGNMENT AND SUBLETTING

(a) Except as expressly provided in this Section 13, Tenant agrees not to assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Exclusive Premises, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior written consent of Landlord in each instance, provided, however that Landlord's consent shall not be unreasonably withheld, delayed or conditioned. In the event Landlord fails to notify Tenant of its decision within thirty (30) days after Landlord's receipt of Tenant's request for consent, then Landlord shall be deemed to have consented thereto. If this Lease is assigned or transferred or if all or any part of the Leased Premises are sublet or occupied by anyone other than Tenant, without first complying with the provisions of this Section 13, then Landlord may, after default by Tenant, collect rent (including Base Rent and Additional Rent) from the assignee, transferee, subtenant or occupant and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or of the acceptance of the assignee, transferee, subtenant or occupancy as Tenant, or a release of Tenant from the performance or further performance by Tenant of the agreements, terms, covenants and conditions hereof. The consent by Landlord to an assignment, mortgage, pledge, encumbrance, transfer or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment, mortgage, pledge, encumbrance, transfer, or subletting. In the event of any assignment, mortgage, pledge, encumbrance, transfer, or subletting which is approved by Landlord



hereunder, Tenant shall nevertheless remain liable under all of the agreements, terms, covenants, and conditions hereof.

- (b) Subject to the rights of the holder of any mortgage on the fee, Tenant hereby assigns to Landlord all of its right, title, and interest in and to all present and future subleases and all rents (including Base Rent and Additional Rent) due and to become due thereunder. In the event of any default or breach of this Lease, Landlord shall apply any net amount collected by it from subtenants to the net rent or additional rent due hereunder. In the event of the failure of any subtenant to pay subrent to Landlord pursuant to the foregoing assignment after the happening of any such event of default or breach of this Lease, any such rent thereafter collected by Tenant shall constitute a trust fund for the benefit of Landlord.
- (c) Tenant shall not directly or indirectly collect or accept any payment of rent (other than Additional Rent) under any sublease more than one month in advance of the date when the same shall become due, except that, in case of a sublease where the sublessor thereunder is required to make subtenant changes or alterations at such sublessor's expense, such sublessor may collect rent in advance for an amount not in excess of one year's rent or the estimated cost of the work, whichever is less. Any sublease may require the subtenant thereunder to make a rent security deposit in an amount not exceeding ten (10%) percent of the aggregate subrent reserved for the term of such sublease.
- (d) Notwithstanding anything to the contrary contained in this Section 13 or elsewhere in this Lease, Tenant shall be entitled to assign this Lease or sublease the Exclusive Premises without the Landlord's prior written consent in connection with an assignment of this Lease or a sublease of all or any portion of the Exclusive Premises to a corporation or other entity which is (i) a parent, subsidiary, affiliate or other entity controlling, controlled by or under common control with, Tenant, or (ii) a successor entity which is the result of a reorganization of Tenant or is the surviving corporation or entity following a consolidation, merger or other corporate restructuring of Tenant, provided that Landlord is provided reasonable notice of any such assignment under this subsection.
- (e) Notwithstanding anything to the contrary contained herein, Landlord shall have the discretion to refuse to consent to any proposed sublease which impairs or tend to impair the character, reputation, or appearance of the Property, provided that such discretion shall be exercised on a reasonable basis. The provisions of this Section are intended to be in furtherance, and not in limitation, of the grounds upon which Landlord may refuse to consent to a proposed sublease.

14. INSURANCE AND INDEMNITY

- (a) Tenant shall, during the term hereof, keep in full force and effect a policy of commercial liability insurance with respect to the Leased Premises and the business operated with respect to the Leased Premises and the business operated by Tenant in the Exclusive Premises insuring Tenant as a named insured and naming Landlord as an additional insured against all claims and demands for any personal injury to or death of any person



and damage to or destruction or loss of property which may have or be claimed to have occurred on the Leased Premises with an aggregate limit of not less than **Two Million (\$2,000,000.00)** Dollars, which policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. Tenant shall provide evidence of all insurance required hereunder to Landlord upon Landlord's request.

- (b) Tenant shall provide, at its sole expense and throughout the term of this Lease, special form (all risk) insurance, or fire and extended coverage insurance, in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery, and personal property not owned by Landlord kept on the Leased Premises.
- (c) Landlord shall obtain and maintain throughout the term of this Lease property insurance insuring the Property at replacement cost, against loss or damage resulting from perils commonly insured against under the special form, so-called "all risk" policy of insurance, or such equivalent insurance as may be available from time to time.
- (d) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action against the other for any loss or damage that may occur to the Property or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any special form (all risk) property insurance or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors.
- (e) Tenant shall indemnify Landlord and hold and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees, in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof.

15. CONDUCT OF BUSINESS BY TENANT. Tenant shall use the Exclusive Premises solely for activities consistent with **general office operations and retail banking**. Tenant shall not permit any business to be operated in or from the Exclusive Premises by any concessionaire or licensee. Tenant shall not keep within the Exclusive Premises any article of dangerous, flammable, or explosive character (beyond reasonable commercial amounts necessary as accessory to the primary use) which increases the danger of fire or other casualty upon the Leased Premises, or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance company. The Tenant shall conduct its business in such a manner as will not unreasonably interfere with or disturb any other Building tenant in the conduct of its business, or the Landlord in the reasonable management of the Building. The sidewalks, entrances, corridors, and halls shall not be obstructed or encumbered by the Tenant or used



for any purpose other than ingress or egress to and from the Leased Premises without written permission of the Landlord.

16. **GOVERNMENTAL REGULATIONS.** Tenant shall faithfully observe all municipal and county ordinances and state and federal statutes, rules, and regulations now in force or which may hereafter be in force which are applicable to its use of the Leased Premises.

17. **FIRE, CASUALTY, OR EMINENT DOMAIN.** If all or a substantial portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain or by private purchase in lieu thereof, then this Lease and the term hereof shall terminate. If less than a substantial portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, or shall be taken by the exercise of the power of eminent domain or by private purchase in lieu thereof, then Landlord shall restore the Leased Premises, or what may remain thereof after such casualty or taking, within a reasonable period to the same condition they were in prior to such damage, destruction or taking, and all Base Rent and Additional Rent shall be equitable abated during the period from the date of such damage or taking and the date of the completion of the restoration by Landlord. If such restoration shall not be completed within ninety (90) days after the date of such damage, destruction or taking, then Tenant shall have the right to terminate this Lease, unless such completion shall be delayed by reason of strikes, lock-outs, labor troubles, unanticipated inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason beyond Landlord's control. In the event of condemnation, Tenant shall have no claim against the Landlord nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Tenant shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded to or recoverable by Tenant, or fairly attributable to Tenant on account of any and all damage to Tenant's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's furniture, fixtures, leasehold improvements, and equipment.

18. DEFAULT

- (a) (i) any failure of Tenant to pay any Rent when due hereunder if Tenant has not cured such failure within ten (10) days after receipt of written notice of such default (provided, however, Landlord is not obligated to give, nor is Tenant entitled to receive, more than two (2) such default notices during any lease year; and provided, further, after two (2) default notices have been given during any lease year, a default shall be deemed to have occurred if such payment is not made within ten (10) days after the due date of such Base Rent or Additional Rent); or
- (ii) any failure of the Tenant to perform any other of the terms, conditions, covenants, or other provisions of this Lease to be observed or performed by Tenant, if Tenant has not cured or commenced to cure such failure within thirty (30) days after receipt of written notice of such default; or



- (iii) if Tenant shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Tenant in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or
- (iv) if Tenant shall suffer this Lease to be taken under any writ of execution;

then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of and for the account of Tenant, all without service or notice or resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord shall be entitled to evict Tenant by civil action.

- (b) In the event of re-entry by Landlord under Subsection (a), Landlord shall use reasonable diligence, at the expense of Tenant, in finding another tenant for the Exclusive Premises in order to mitigate damages. No such re-entry or taking possession of the Exclusive Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Should the Lease be terminated, in addition to other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of the breach under which this Lease is terminated, including the cost of recovering the Leased Premises, reasonable attorneys' fees and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, discounted to present value (using a discount rate equal to the Wall Street Journal Prime Rate) all of which amounts shall be immediately due and payable from Tenant to Landlord.

19. QUIET ENJOYMENT. Subject to the terms and conditions of this Lease, Tenant may have and enjoy the Leased Premises free from hindrance by Landlord.

20. ESTOPPEL CERTIFICATE; ATTORNMENT

- (a) Within twenty (20) days after a request therefor by Landlord in connection with the sale of the Property, in whole or in part, by Landlord or a refinancing of the Property by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees to deliver said certificate to any proposed mortgagee or purchaser, and/or to Landlord, certifying if true that this Lease is in full force and effect and that, to Tenant's knowledge, without any independent investigation, there are no defaults or defenses thereto or stating those claimed by Tenant, and/or providing any additional reasonably requested information regarding this Lease. Within twenty (20) days after a request therefor by Tenant in connection with an assignment of this Lease or a sublease of all or any portion of the Exclusive Premises by Tenant, an estoppel certificate shall be required from Landlord.



Landlord agrees to deliver said certificate to any proposed assignee or subtenant, and/or to Tenant, certifying if true that this Lease is in full force and effect and that, to Landlord's knowledge, without any independent investigation, there are no defaults or defenses thereto or stating those claimed by Landlord, and/or providing any additional reasonably requested information regarding this Lease.

- (b) Upon request of Landlord, Tenant shall subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, provided, however, that the subordination of this Lease to any such mortgagee shall, in any event, be subject to the delivery to Tenant of such mortgagee's written agreement, in form and substance reasonably acceptable to Tenant and its counsel, providing that, for so long as Tenant shall not be in default hereunder beyond applicable notice and cure periods, such mortgagee shall fully recognize Tenant's rights and remedies under this Lease, and to permit quiet enjoyment by Tenant in the event of entry, foreclosure or sale in lieu of foreclosure. Concurrent with the execution of this Lease, any current holders of a mortgage or mortgages, or other interests superior to this Lease, shall also execute and deliver such agreements to Tenant. Tenant shall, in the event any proceedings are brought for the foreclosure or the exercise of the power of sale of any mortgage made by Landlord covering the Leased Premises or in the event of a sale in lieu of foreclosure to the mortgagee or any purchaser, upon any such foreclosure or sale and such mortgagee or purchaser assuming this Lease, recognize such mortgagee or purchaser as Landlord hereunder, and no sale for the purpose of foreclosing the Property, or repossessing or other action pursuant to said mortgage or other security indenture, shall be regarded as an eviction of Tenant or its successors, constructive or otherwise, or give the Tenant or any successor of the Tenant any rights to terminate this Lease, provided that such mortgagee or purchaser shall be subject to the above-mentioned commitment and agreement.

21. **LIABILITY FOR CASUALTY.** Landlord shall not be liable for any injury or damage to Tenant's property resulting from fire, explosion, falling objects, steam, gas, electricity, water, rain or snow, or leaks from any part of said building or from the roof, street or subsurface or from any other cause of any nature. Landlord shall not be liable for any such damage to Tenant's property caused by other tenants or persons in the building or caused by constructions operations of any public, quasi-public, or private work; nor shall Landlord be liable for any latent defect in the Leased Premises or in the building. Tenant shall give reasonably prompt notice to Landlord in case of fire or accident in the Leased Premises or of defects therein.
22. **LIMITATION OF LANDLORD'S LIABILITY.** Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof and in any insurance or condemnation proceeds payable with respect to the Property. Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under the Lease. In no event shall Landlord's officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, whether disclosed or undisclosed, ever be personally



liable for any such liability or ever be liable for damages, whether direct, consequential, punitive, or otherwise.

23. **EXCULPATORY PROVISIONS.** The term "Landlord," as used in this Lease, means only the owner for the time being of the Property, so that in the event of any sale or sales of such land, or assignment, transfer, or other conveyance of its rights under this Lease, the said Landlord shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed construed, except as hereinafter stated, without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the successor to the Landlord by reason of any assignment, transfer, or other conveyance of its rights under this Lease, that such purchaser or successor has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder, whether arising before or after such assignment or transfer.
24. **SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Tenant. If more than one party executes this Lease as Tenant, the liability of such parties hereunder shall be joint and several.
25. **HOLDOVER.** If the Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable, except that the Base Rent shall accrue at 150% of the Base Rent due during the last month of the Lease. Landlord or Tenant may terminate any such month-to-month tenancy by giving to the other party thirty (30) days prior written notice.
26. **WAIVER.** The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance or rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted.
27. **NOTICE.** Unless otherwise provided herein, any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed if to Landlord, 42 Market Street, Portland, ME 04101-5022 or such other address as Landlord may designate by written notice, and if to Tenant, 200 Berkeley Street, 17th Floor, P.O. Box 171679, Boston, MA 02117, to the attention of Legal Department, or to such other address and/or person as Tenant shall designate by written notice.
28. **TITLES AND NUMBERS.** The Section and Subsection numbers and titles appearing herein are inserted solely for convenience and in no way define, limit, construe or describe the scope or intent of this Lease.




- 29. SEVERANCE. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.
- 30. LANDLORD AND TENANT. The terms "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.
- 31. ENTIRE AGREEMENT. This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.
- 32. CHOICE OF LAW. This Lease shall be construed according to the laws of the State of Maine and any disputes or actions related to this Lease shall be brought in the trial courts of Cumberland County having jurisdiction over such actions.
- 33. MEMORANDUM OF LEASE. The parties hereto agree that, upon request by either party, the other shall execute a Memorandum of Lease in the usual form suitable for recording and the parties agree that this Lease shall not be recorded.

IN WITNESS WHEREOF, Landlord and Tenant each have caused this Lease to be signed and sealed as of the Effective Date.

WITNESS

130, LLC ("Landlord")


 By: *Michael Cianchette*
 Its: *Manager*

WITNESS

Northeast Bank ("Tenant")



 By: Richard Wayne
 Its: Chief Executive Officer



EXHIBIT B

FAIR MARKET VALUE DETERMINATION

(a) Within thirty (30) days after Landlord's receipt of Tenant's notice exercising its renewal option, Landlord shall notify Tenant of its determination of the fair market rental value of the Exclusive Premises for the Renewal Term.

(b) Tenant shall have the right to object to Landlord's determination of the fair market rental value for the Renewal Term by notice given to Landlord within fifteen (15) days after receipt of Landlord's determination. If Tenant does not exercise its right to object, then Tenant shall be deemed to have approved Landlord's determination. If Tenant does exercise its right to object, then the parties shall meet to negotiate, in good faith, Tenant's objections. If the parties are unable to resolve the dispute within thirty (30) days after Landlord's receipt of Tenant's objection notice, then Tenant shall have the right to either (i) rescind the exercise of its renewal option or (ii) elect to have the fair market rental value of the Exclusive Premises determined pursuant to the provisions of the immediately following paragraph (c). Tenant shall notify Landlord of its decision within three (3) business days after the expiration of said thirty (30) day period; in the event Tenant fails to notify Landlord of its decision within said three (3) business day period, Tenant shall be deemed to have elected to have the fair market rental value determined pursuant to the provisions of paragraph (c).

(c) The phrase "fair market rental value" shall mean the rent generally payable in the general area of Portland, Maine for office space of approximately the same size, level of tenant improvement and condition as the Exclusive Premises in a building comparable to the Building for an equivalent term. Within fifteen (15) business days after the expiration of the aforesaid thirty (30) day dispute resolution period, Landlord and Tenant shall each appoint an appraiser who is a member of the Member Appraisal Institute (MAI) of the American Institute of Real Estate Appraisers. In the event either party fails to so appoint an appraiser on or before the day specified in the preceding sentence, the person appointed as the appraiser may appoint an appraiser to represent the party having failed to appoint an appraiser within ten (10) days after the expiration of such period. The two appraisers appointed in either manner shall then proceed to appraise the Exclusive Premises and determine its fair market rental value. Within thirty (30) days after their appointment, they shall submit their appraisals to Landlord and to Tenant. If the difference between the appraisals is five percent (5%) or less, then the fair market rental value shall be the average of the two (2) appraisals. If the difference between the appraisals is more than five percent (5%), then two (2) appraisers shall select a third appraiser within three (3) business days after the expiration of said thirty (30) day period. In such event, said third appraiser shall appraise the Exclusive Premises within thirty (30) days after his or her appointment to determine its fair market rental value, and shall select the fair market rental value determination that is closest to his/her determination. Landlord and Tenant agree to be bound by the determination of the fair market rental value of the Exclusive Premises by the appraisers. Each party shall be responsible for the fees and disbursements of its appraiser and attorneys, and the parties shall share equally the fees and disbursements of the third (3rd) appraiser.



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 02/19/15

(d) In the event a final determination of the annual Base Rent has not been made by the commencement of the Renewal Term, then Tenant shall pay to Landlord the Base Rent at the same rate as most recently paid by Tenant. When the annual Base Rent for the Renewal Term has been determined, Tenant shall pay to Landlord, with the next monthly installment of Base Rent due after such determination, an amount equal to the difference between the Base Rent previously paid during the Renewal Term and the amount which would have been payable had the annual Base Rent been made as of the commencement of the Renewal Term.



EXHIBIT C
PARKING RENTAL AGREEMENT
(10 Undesignated Spaced)

This Agreement is by and between **130, LLC** ("Owner"), a Maine limited liability company with a principal place of business at 42 Market Street, Portland, Maine and **Northeast Bank**, a Maine banking corporation with a place of business at 27 Pearl Street, Portland, Maine ("Renter").

WHEREAS, Renter wishes to rent parking in the lot located at the Middle and Pearl Street lot in Portland, Maine ("Lot");

WHEREAS, Owner is willing to rent the parking space to Renter on the terms set forth herein below; and

WHEREAS, Owner and Renter have executed, under separate agreement, a certain Commercial Lease for providing Renter office space in the adjacent building located at 27 Pearl Street ("Lease");

NOW, THEREFORE, it is agreed as follows:

1. Commencing on the Commencement Date (as defined in the Lease), Owner agrees to rent the Renter **ten (10)** parking spaces and Renter agrees to pay in advance to Owner the parking rate of **\$140.00 per space** for a monthly rental charge of **\$1400.00 per month** on or before the first of the month for the right to park the vehicles identified below in the Lot.
2. Renter agrees to provide Owner with a security deposit of **\$20.00 per space** to secure the return of the access card(s) provided to Renter. Said deposit shall be provided to Owner on or before the Commencement Date.
3. RENTER AGREES AND ACKNOWLEDGES THAT OWNER PROVIDES NO SECURITY FOR THE VEHICLES PARKED WITHIN THE PARKING LOT AND/OR FOR THE PERSONAL SAFETY OF RENTER AND/OR RENTER'S INVITEES. RENTER FURTHER AGREES THAT HIS/HER/ITS VEHICLE(S) SHALL BE PARKED IN THE LOT AT THE SOLE RISK OF RENTER. RENTER HEREBY WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS AGAINST OWNER FOR ANY DAMAGE OR INJURY TO THE VEHICLE AND/OR RENTER (INCLUDING RENTER'S INVITEES), AT ANY TIME, NOW OR IN THE FUTURE, AND RENTER INDEMNIFIES AND HOLDS OWNER HARMLESS FROM ANY CLAIMS WHICH MAY BE ASSERTED AGAINST OWNER FOR SUCH DAMAGES.
4. Renter acknowledges that there is **no overnight parking** without the consent of Owner and that overnight parking shall not be allowed during winter months and any parking after 8:00 p.m. shall be in middle rows to aid in snow



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Inspections Division
Approved with Conditions

Date: 02/19/15

removal. Renter further acknowledges that Owner, in its sole discretion, may, now or in the future, designate spaces as reserved for specific uses and/or licensees by marking them with signs, paint or other distinctive means. Owner shall be responsible for all maintenance of the parking lot, including snowplowing.

5. This Rental Agreement shall terminate upon expiration or termination of the Lease, as may be extended or amended from time to time, provided however, that Renter may elect at any time to reduce the number of parking spaces upon 30 days' prior written notice to Owner and shall receive a corresponding reduction in rent for each month thereafter.
6. Renter shall provide Owner with a complete Parking Information Sheet for each space rented in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have each executed this Agreement this 11th day of August, 2014

Northeast Bank

130, LLC

By: Richard Wayne
Its: Chief Executive Officer

By:
Its:



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 02/19/15

EXHIBIT A

**130 LIMITED LIABILITY COMPANY
MIDDLE-PEARL PARKING INFORMATION SHEET
FAX CHANGES TO 774-2946**

CARD #	DO YOU REQUIRE HANDICAP PARKING? YES / NO	
E-MAIL ADDRESS:		
LICENSE PLATE #/STATE:«REGISTRATION_1»		
CAR MAKE/MODEL/YEAR/COLOR:«MAKE_MODEL_1»		
EMPLOYER:		
NAME:		
ADDRESS:		
WORK PHONE:«WORK_PHONE»	HOME PHONE:	
ADDITIONAL CARS: (include license plate/state, year, make, model & color)		
	«MAKE_MODEL_2»	
PLEASE NOTIFY US IMMEDIATELY IF YOU CHANGE CARS OR LICENSE PLATE #'S		



EXHIBIT D

PARKING RENTAL AGREEMENT
(5 Designated Spaces)

This Agreement is by and between **130, LLC** ("Owner"), a Maine limited liability company with a principal place of business at 42 Market Street, Portland, Maine and **Northeast Bank**, a Maine banking corporation with a place of business at 27 Pearl Street, Portland, Maine ("Renter").

WHEREAS, Renter wishes to rent certain parking spaces in the lot located at the Middle and Pearl Street lot in Portland, Maine ("Lot");

WHEREAS, Owner is willing to rent the parking spaces to Renter on the terms set forth herein below; and

WHEREAS, Owner and Renter have executed, under separate agreement, a certain Commercial Lease for providing Renter office space in the adjacent building located at 27 Pearl Street ("Lease");

NOW, THEREFORE, it is agreed as follows:

7. Owner agrees to rent the Renter **five (5)** dedicated parking spaces upon the terms set forth below:
8. Commencing on the Commencement Date (as defined in the Lease), Renter agrees to pay in advance to Owner the parking rate of **\$140.00 per space** for a monthly rental charge of **\$700.00 per month** on or before the first of the month for the dedicated right to utilize controlled spaces on the Lot for customer parking. In the event the Commencement Date is other than the 1st day of the month, the rent shall be prorated accordingly for the initial month. This monthly amount may be increased annually to then-current market rates by written notice from Owner to Renter before 1 June of each year. In the event the Renter does not agree to the increase in rent set forth in the notice, the parties may negotiate a different rate or the Renter may terminated this Agreement upon ten (10) days notice under the terms of Section 6.
9. The **five (5)** dedicated parking spaces shall be in the parking spots immediately adjacent to the building located at 27 Pearl Street and closest to Pearl Street. Owner, agrees, at Owner's expense, to install an electronic signal and intercom system reasonably acceptable to Renter at the access gate to the Lot with a corresponding intercom in the Exclusive Premises so as to allow Renter to know of the presence of a customer at the gate and to permit two-way conversation between Renter and such customer. Owner shall also install a mechanism in the Exclusive Premises that would allow Renter to open the security gate allowing access by such customer to the



designated spaces (collectively the improvements to be installed in this Section 3 are referred to herein as the "Parking Improvements"). Owner, at Owner's cost, shall install signage acceptable to Renter which shall identify the space as dedicated for customers of Renter only. Renter agrees that it shall not permit more customers into the lot than available dedicated spaces at any one time, and Renter further agrees that it shall direct all customers and invitees to park solely in spaces allotted under this Agreement.

10. RENTER AGREES AND ACKNOWLEDGES THAT OWNER PROVIDES NO SECURITY FOR THE VEHICLES PARKED WITHIN THE PARKING LOT AND/OR FOR THE PERSONAL SAFETY OF RENTER AND/OR RENTER'S INVITEES. RENTER FURTHER AGREES THAT HIS/HER/ITS VEHICLE(S) SHALL BE PARKED IN THE LOT AT THE SOLE RISK OF RENTER. RENTER HEREBY WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS AGAINST OWNER FOR ANY DAMAGE OR INJURY TO THE VEHICLE AND/OR RENTER (INCLUDING RENTER'S INVITEES), AT ANY TIME, NOW OR IN THE FUTURE, AND RENTER INDEMNIFIES AND HOLDS OWNER HARMLESS FROM ANY CLAIMS WHICH MAY BE ASSERTED AGAINST OWNER FOR SUCH DAMAGES.

11. Renter acknowledges that there is **no overnight parking** without the consent of Owner and that overnight parking shall not be allowed during winter months. Owner shall be responsible for all maintenance of the parking lot, including snowplowing.

12. This Rental Agreement shall terminate upon expiration or termination of the Lease, as may be extended or amended from time to time, provided however Renter may elect at any time, upon thirty (30) days prior notice, to reduce the number of dedicated parking spaces and receive a corresponding rent reduction and in such event Renter shall reimburse Owner for the pro rata portion of any unamortized costs of the Parking Improvements (e.g. if Renter elected to reduce the rented spaces to 3 instead of 5, the Renter would remit 2/5 of the unamortized costs of the Parking Improvements). In the event Owner determines to develop the Lot, parties shall mutually agree on relocation of dedicated spaces if necessary.

IN WITNESS WHEREOF, the parties have each executed this Agreement this 11th day of August, 2014

Northeast Bank

130, LLC

By: Richard Wayne
Its Chief Executive Officer

By:
Its: