

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
 Permit Number: 061124
 CITY OF PORTLAND

This is to certify that AMERICAN NATIONAL REALTY CROSS /Moulton Custom Home B
 has permission to Offices - Tenant Fit-up
 AT 2401 CONGRESS ST CALL 239A A004001

provided that the person or persons who perform or supervise the construction accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or services are provided. FOUR NOTICES REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
 Health Dept. _____
 Appeal Board _____
 Other _____
 DepartmentName

Signature
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-124	Issue Date: PERMIT ISSUED	CBL: 239A A004001
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Location of Construction: 2401 CONGRESS ST	Dwner Name: AMERICAN NATIONAL RED CR	Owner Address: 2401 CONGRESS ST	Phone:
Business Name:	Contractor Name: Moulton Custom Home Builders. In	Contractor Address: 58 Eastman Road, Cape Elizabeth, ME	Phone: 2078316728
Lessee/Buyer's Name	Phone:	Permit Type: Amendment to Commercial	Zone: I-M
Past Use: Commercial / Offices	Proposed Use: Commercial/ Offices - Tenant Fit-up	Permit Fee: \$220.00	Cost of Work: \$20,000.00
Proposed Project Description: Offices - Tenant Fit-up		CEO District: 3	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
		INSPECTION: Use Group: B, Type: 2E 8/7/06 Signature: <i>Greg Cuss</i>	Signature: <i>Greg Cuss</i>
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.): Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature:
		Signature:	Date:

Permit Taken By: Idobson	Date Applied For: 07/31/2006	Zoning Approval		
1.	Special Zone or Reviews	Zoning Appeal	Historic Preservation	
2.	<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark	
3.	<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review	
	<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review	
	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved	
	<input type="checkbox"/> Site Plan <i>under code use</i> <i>NOT A change to</i>	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions	
	Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	Denied	<input type="checkbox"/> Denied	
	<i>Law for condition</i> Date: <i>8/3/06</i>	Date:	<i>9</i> Date:	

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK. TITLE	DATE	PHONE	



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.

Location/Address of Construction: <u>2401 Congress St. Portland, ME</u>		
Total Square Footage of Proposed Structure <u>4145 sq. ft</u>		Square Footage of Lot <u>75,200 sq. ft</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>239A A 004</u>	Owner: <u>American Red Cross</u> <u>new owner = KVH, LLC</u>	Telephone: <u>503-2131</u> <u>Kenneth Hewins</u>
Lessee/Buyer's Name (If Applicable) <u>KVH, LLC</u> <u>54 Stonegate Rd.</u> <u>Cap Elizabeth, ME 04107</u>	Applicant name, address & telephone: <u>Kenneth Hewins</u> <u>by KVH, LLC</u> <u>54 Stonegate Rd.</u> <u>Cap Elizabeth, ME</u>	Cost Of Work: \$ <u>20,000.00</u> Fee: \$ <u>220.00</u> C of O Fee: \$
Current Specific use: <u>vacant</u> If vacant, what was the previous use? <u>storage + training for American Red Cross</u> Proposed Specific use: <u>Hewins Travel - retail & executive offices</u>		
Project description: <u>minimal interior reconfiguration, remove a few interior walls + create 2 offices. move some interior doors + windows.</u>		
Contractor's name, address & telephone: <u>Moulton Home Builders, 58 Eastman Rd.</u>		
Who should we contact when the permit is ready: <u>Kenneth Hewins Cap Elizabeth, ME 04107</u>		
Mailing address: <u>54 Stonegate Rd</u> <u>Cap Elizabeth, ME 04107</u>	Phone: <u>503-2131-1000</u> <u>749-8507 - home</u> <u>402-719-0000</u>	

? Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov stop by the Building Inspections 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 of applicant: <u>Kenneth C. Hewins</u>	Date: <u>7-31-06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1124	Date Applied For: 07/31/2006	CBL: 239A A004001
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Location of Construction: 2401 CONGRESS ST	Owner Name: AMERICAN NATIONAL RED CR	Owner Address: 2401 CONGRESS ST	Phone:
Business Name:	Contractor Name: Moulton Custom Home Builders, In	Contractor Address: 58 Eastman Road Cape Elizabeth	Phone (207) 831-6728
Lessee/Buyer's Name	Phone:	Permit Type: Amendment to Commercial	

Proposed Use: Commercial/ Offices - Tenant Fit-up	Proposed Project Description: Offices - Tenant Fit-up
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2) Separate permits are required for any electrical, plumbing, or HVAC systems.
Separate plans may need *to* be submitted for approval as a part of this process.

Dept: Fire	Status: Approved	Reviewer: Cptn Greg Cass	Approval Date: 08/04/2006
Note:	Ok to Issue: <input type="checkbox"/>		



July 31, 2006

City Of Portland
Building Inspections Office
Room 315 City Hall
Portland, ME 04101

RE: Building Permit Application - Please rush
2401 Congress Street, Portland, ME

To Whom It May Concern:

Enclosed please find our General Building Permit Application for a new location we are in the process of purchasing. Due to the timing of this purchase along with many outside factors beyond our control, we are under a very tight timeframe to complete the work once we are able to close on the building. We must be out of our current location at 100 Commercial Street no later than the weekend of 9/22/06, as new tenants are taking over this space on the following weekend. Our Portland location is our company headquarters and one of 11 locations around the State, serving numerous large corporate accounts, such as BIW, LLBean, IDEXX, various colleges, etc. Our branch location's systems, both telephone and computer, are wired/connected to our Portland location. Therefore, it is imperative all pieces of the puzzle come together in a timely manner so that we have a company in full operation as of Monday, September 25, 2006, because without the Portland location functioning, no office can function.

Because we have not yet closed on the building, I am providing a copy of our Purchase & Sale Agreement. I am hoping to close within a couple of weeks, so that our contractors can start their work. I believe all other requirements are provided, per the application guidelines. Please let me know immediately if you need additional information, so as not to delay the processing of our application. Your assistance is greatly appreciated and I thank you in advance for your help. Thank you very much and please contact me directly with any questions.

Best regards,

Kathleen C. Hewins
Executive Vice President/COO for Hewins Travel
And Managing Partner for KVH, LLC

KCH/Enclosures/CC: file

We're with you all the way.

Transmittal Letter

Project No.: 6

Date: 08/01/06

Phone No.: 874-8693

Fax No.:

To: Lannie
 Planning Department
 City of portland
 Portland, Maine 04101

If enclosures are not as noted, please inform us **immediately**.

We transmit:

- Herewith Under separate cover via _____
 In accordance with your request _____

For your:

- Approval Distribution to Parties Information
 Record Review and Comment
 Use Review

The following:

- Drawings Shop Drawing Prints Samples
 Specifications Shop Drawing Reproducible Product Literature
 Change Order Other:

Copies	Date	Rev. No.	Description	Action
5	07/31/06		11x17 Permit Drawings, A201	E

Action Code:

- A. Action indicated on item transmitted D. For signature and forwarding as
 B. No action required noted below under Remarks
 C. For signature and return to this office E. See Remarks below

Remarks:

Lannie,
 See the attached drawing of the interior elevations and details.

Thanks, Ryan

Copies to:	O	TFH Architects, P. A.
	O	100 Commercial Street
	X	Portland Maine 04101
	O	Telephone 207-775-6141
	O	Fax No.: 207-773-0194
File	X	By: Ryan Senator

**AGREEMENT FOR SALE OF REAL ESTATE
BY
THE AMERICAN NATIONAL RED CROSS**

SUMMARY

Effective Date: The date upon which the **Escrow** Agent notifies the Seller and Purchaser in **writing** that **this** agreement **has** been duly executed by the Seller, Purchaser and Escrow Agent, and provides a fully signed copy of **this** Agreement to each of said **parties**. Escrow Agent agrees to advise **the** parties of the Effective Date promptly upon Escrow Agent's receipt of the signatures of all parties.

Study Period: The **period** beginning on the Effective Date and ending **45** days thereafter, **as** it may be extended pursuant to **the** terms of **this** Agreement.

Closing Date: Not later **than** 30 days after **the** end of the Study Period, or **as** may otherwise be **agreed** upon by Seller and Purchaser.

Purchaser: KVH, LLC, a **Maine** limited liability **company**.

Purchaser's Address for Notice: **54** Stonegate, **Cape** Elizabeth, Maine **04107**, with a copy to Timothy S. Keiter, **Esq.**, Keiter & Associates, P.A., **140** William **Street**, Portland, **ME 04103**.

Seller: The American National Red Cross, a not-for-profit corporation **under the** laws of the United States.

Seller's Address for Legal Notice: The American National Red **Cross**, Chief Financial Officer, **2025** E Street, N.W., **Washington**, D.C. **20006**; with a copy to The American **National** Red Cross, **Office** of the General Counsel, **2025** E Street, N.W., **Washington**, D.C. 20006 and to Matt Rancourt, Chief Financial **Officer**, American Red Cross, **2401** Congress **Street**, Portland, **ME 04102**.

Escrow Agent for Closing: Roxane A. Cole, **Ram** Harnden Inc., 119 Middle Street, Portland, Maine 04101 (tel: **207.773.3531**).

Property: A Commercial condominium unit to be **created by** Seller in the Building located at **2401** Congress Street, **Portland**, Maine **04102**, together with all **easements** and rights appurtenant thereto, including a **42.2%** interest in common in all portions of the Seller's **real** estate located at said address other **than** the unit to be sold to Purchaser hereunder and the unit to be created for initial occupancy **by** Seller ("Common **Areas**"). The Building consists of approximately 9,957 **square** feet. The commercial condominium unit to be sold to Purchaser would consist of approximately **4,200 square feet**, **and** is to be comprised of the portion of **the** building depicted on Exhibit A **attached** hereto **and** incorporated herein **by this** reference. All square footages shall be measured **prior** to closing and the **same** and all percentage **interests** derived therefrom contained in **this** Agreement shall be **adjusted at** or prior to closing to reflect such actual interior condominium unit **measurement**, but shall not be **adjusted** after closing. The **Property** (and the

unit to be conveyed to Purchaser hereunder) shall include the shaded areas as shown on Exhibit A. The areas designated as "Men's Room", "Women's Room", and "Electrical Room" shall be common elements.

Legal Description: To be created by Seller.

Purchase Price: \$700,000.00

Deposit: \$25,000.00 to be held in a non-interest bearing account by Escrow Agent.

Seller's Broker: Ram Harnden, Inc. Appointed agents Roxanne A. Cole, CCIM, Principal and Matthew W. Barney.

Purchaser's Broker: Ram Harnden, Inc., James D. Harnden, President and Buyer Representative.

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Subject to the terms and conditions of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

2. PURCHASE PRICE.

On the Closing Date, Purchaser shall purchase the Property from Seller for the Purchase Price. Purchaser shall be entitled to full possession of the Property at closing, free from any tenants and personal property.

3. ESCROW AGENT.

Upon the Effective Date, this Agreement shall constitute the joint escrow instructions of Purchaser and Seller to Escrow Agent to open an escrow account ("Escrow") for the consummation of the sale of the Property. Upon Escrow Agent's written acceptance of this Agreement, Escrow Agent is authorized to act in accordance With the terms of this Agreement. Escrow Agent represents and warrants that it is licensed and in good standing with any regulatory body having jurisdiction over Escrow Agent and that it is bonded or insured against loss of funds by embezzlement or theft.

4. DEPOSITS.

Purchaser has, prior to the execution of this Agreement, delivered the Deposit to the Escrow Agent. The Deposit shall be refunded to Purchaser in full promptly if at any time the Purchaser exercises any right to terminate this Agreement. The Deposit will become non-refundable at the end of the Study Period, unless Purchaser has exercised its right to terminate the Agreement during the Study Period or unless the Seller defaults under this Agreement. The Deposit shall not bear interest. At Closing, the Deposit shall be credited against the purchase Price.

5. TITLE.

Within five (5) days after the ~~Effective~~ Date, Purchaser shall **order** a preliminary title search **and a** title insurance commitment ~~from~~ Purchaser's attorney. Upon its receipt of the preliminary title insurance **commitment**, Purchaser **agrees to furnish** a copy thereof to Seller. Such title **insurance commitment** shall not in any circumstances relieve Seller from the obligation to remove any encumbrances or **otherwise** clear any matters of title arising after the date of the preliminary title **insurance commitment**, but on or before the date of closing. Seller shall be obligated to clear any objections to title with an ascertainable **monetary** value, such as **mortgages**, liens and attachments, at or prior to closing. **Purchaser** shall notify Seller of any title objections existing through the date of Purchaser's title search, during the **Study** Period. Seller shall be obligated to clear any **objections** to title that **would** render the title unmarketable or uninsurable by a reputable title insurer ~~at~~ normal rates of premium, but Seller shall not be obligated to remove **utility easements**, **real** estate taxes not yet due and payable, or any matters which do not materially interfere with the **use** and enjoyment of the **Premises** as presently **carried on**. If Seller is unable to clear **such** objections, Purchaser **shall** have the option **either** to terminate **this** Agreement and receive a refund of the **Deposit**, or to waive such other title objections and proceed to Closing, or, with respect to any monetary encumbrances such as **mortgages**, liens, attachments and the like, Seller may make provision to **pay** or **secure** payment of **the** same out of the purchase price ~~at~~ closing, and **the** purchase price due to Seller at closing shall be correspondingly **reduced**, provided ~~that~~ in the event such funds **are** not **needed to satisfy** any such monetary claims, they **shall** be payable to Seller **upon** removal of all record notice of such **matters**. Seller **agrees to convey to Purchaser good and marketable title to the Property, free and clear of all liens, easements, restrictions, tenancies, persons in possession, covenants, conditions, defects and encumbrances, other than the Condominium Documents referenced below, and those exceptions Waived or not objected to by Purchaser by quitclaim deed with covenant, delivered at Closing. Should the title to the Property prove unmarketable or uninsurable as provided in this Agreement, then Seller shall have a reasonable time to remedy the title defects, not to exceed thirty (30) days after receiving notice of the title defects from the Purchaser, and Seller agrees to exercise its best efforts to cure any title defect during said period. Purchaser's providing of a preliminary title commitment to Seller shall not preclude Purchaser from specifying further objections to title as to matters arising at any time on or after the date of the preliminary title insurance commitment through the date of Closing.**

6. FINANCING,

Purchaser's obligation to **purchase the property** is contingent upon a lender of **Purchaser's** choosing providing to **Purchaser** prior to the **end of the Study Period** a conditional commitment or qualification **letter demonstrating that** such lender is prepared to make a **loan to Purchaser** to finance the purchase of the Property, subject only to normal and customary conditions and requirements for closing such a loan, and **upon such** lender providing and closing upon such **financing as** committed. Purchaser agrees to notify Seller in writing **within 5 business days after Purchaser** receives such a financing commitment. It shall not be a condition of **Purchaser's** obligation to close the purchase of the Property that the lender's appraisal support the full purchase price of the Property, ~~but in the event that such appraisal (either as issued, or as adjusted by such lender) shows a value for the Property of less than \$650,000.00, the Purchaser shall be entitled to terminate this Agreement and to receive a refund of the Deposit.~~ *all*

7. STUDY PERIOD.

During the Study Period, the Purchaser **may** conduct all such physical inspections, tests and studies of the Property **as** Purchaser desires to undertake with respect to the Property, including any Common **Areas**, including without limitation surveys, building inspections, engineering studies and environmental testing, provided **that** Purchaser shall be solely responsible to pay for all such **inspections**. **purchaser agrees** to replace any material disturbed by any such inspections. If Purchaser, in its sole and absolute discretion, is dissatisfied with the results of any such inspections, **tests** and studies, including, but without **limitation**, the discovery of any environmental contamination of **the Property** or the Common **Areas**, then Purchaser may terminate **this Agreement** by giving **Seller** notice thereof on or before the last day of the Study Period, and upon any such termination the Escrow Agent shall promptly **return** the Deposit to Purchaser. If this Agreement is so terminated by Purchaser, neither Purchaser nor Seller shall have any further liability or obligation to each other under this Agreement.

8. ACCESS TO **THE** PROPERTY; INSURANCE.

(a) Purchaser shall not undertake any tests or studies that involve drilling into or digging into the **Property**, or any pressure tests or underground **tank** tests without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Seller does not respond to any request for such consent within one **(1)** business day **after** such request is made, the Study Period shall be extended by one **(1)** day for each day that the Seller does not **respond** to any such request. **The cost** of all tests and **studies** undertaken by Purchaser shall be paid for by Purchaser. Purchaser shall promptly **and** reasonably repair and restore (in a good and workman-like manner) any damage to **the Property caused** by Purchaser's studies or any such entries upon the Property.

(b) Prior to **entry** upon the Property during the Study Period by any third-party **inspector**, Purchaser shall furnish to Seller a certificate of such third party inspector's insurance for Commercial General Liability with the following minimum limits: **\$1,000,000** per occurrence.

9. SELLER'S DISCLAIMER.

(a) Seller is not making and **has not at** any time made, except **as** otherwise expressly set forth herein, any **warranties or representations** of any kind or character, **or the truth**, accuracy or completeness of **any** information or **materials** provided by or on behalf of Seller relating to the **Property** or any other **matter** or thing **regarding** the **Property**, except **as** provided below. Purchaser covenants and agrees with Seller **that** except **as otherwise** expressly set forth below: (i) Purchaser is expressly purchasing the **Property** in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects and with NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) Seller has no obligation to **inspect** for, **repair** or correct any such facts, circumstances, **conditions** or defects or **to** compensate Purchaser for same; (iii) Purchaser has previously **undertaken** (or will **undertake** prior to closing) all **such** inspections **and** investigations of **the Property as** Purchaser deems necessary or appropriate under the circumstances **as** to the condition of the Property and the suitability of the **Property** for Purchaser's intended use, and based **upon** same, Purchaser is and will be relying **strictly** and solely upon such inspections and examinations and the advice **and** counsel of its **own** agents, legal **counsel** and officers and Purchaser is and will be fully satisfied that **the Purchase Price** is fair **and** adequate consideration

for the **Property**; (iv) Seller is not making and **has not made** any warranty or representation With respect to any materials or other data provided by Seller to Purchaser (whether **prepared** by or for the Seller or others); (v) Seller **makes** no warranty with **respect** to the presence on or **beneath** the land (or any parcel in **proximity** thereto) of **hazardous** materials or **substances** which are categorized **as hazardous** or toxic **under** any local, **state** or federal law, statute, ordinance, **rule** or regulation pertaining to environmental or **substance** regulation, contamination, cleanup or **disclosure**; and (vi) by reason of all the foregoing, **Purchaser** assumes **the full risk** of any loss or damage occasioned by **any** fact, circumstance, condition or defect **pertaining** to the **Property** except **as otherwise set forth herein**.

(b) Notwithstanding **the** preceding subsection (a), Seller **makes the** following representations **and warranties**, which shall survive **the** closing for a period of **two** years:

(1) Seller represents and warrants **that** Seller is a not-for-profit corporation under the laws of the United **States**, 36 U.S.C. §§ 300101-300111 (1998), **that** Seller possesses all **requisite** power and **authority** to enter into **this** Agreement **and** perform Seller's obligations hereunder, **and that this** Agreement **has** been duly authorized by all **necessary** formal action of Seller (subject to the approvals otherwise provided for herein) **and** constitutes **the** legal, valid **and** binding obligation of Seller **and** is enforceable **against** Seller in accordance with its terms, subject to all those **matters** affecting title **to** the **Property**.

(2) **No** claim or demand **has** been made **and** **there** is no litigation, condemnation, zoning or administrative proceeding **pending** against or affecting Seller or the **Property that**, if upheld or decided or **determined** adversely to Seller or the **Property**, would impair Seller's ability to consummate **the** transactions provided for in **this** Agreement or have a material adverse effect on the value of the **Property**, **and**, to the actual knowledge of Seller's officers or officials having direct facilities management supervisory responsibility for **the property**, no such claim, demand, litigation or proceeding is currently **pending** or threatened **against** Seller or the **Property**. Seller **has** not requested, applied for, or given its consent to any pending zoning variance or change with respect to the **Property**, **and**, to Seller's actual knowledge, no such variance or change is contemplated (except in cooperation with Purchaser for the Subdivision).

(3) To the **actual** knowledge of Seller's officers or officials having direct facilities management supervisory responsibility for the **Property**, Seller has no actual knowledge of **and** has not received any currently outstanding written notice **from a** governmental authority with jurisdiction of the same **of**: (a) any alleged violation of any private covenant or legal requirement, including applicable zoning laws, building codes, anti-pollution laws, health, safety **and fire** laws, sewerage laws, environmental laws or regulations, or any covenant, condition or restriction affecting **the** **Property**; (b) any possible widening of **any** streets adjoining the **property**; (c) any possible condemnation of **the Property**; (d) any possible imposition of any special **tax** or assessment against the **Property**; (e) any **lack** or deficiency of **surface** or subsurface support relating to the **Property**; (f) the need or advisability of special **flood** or water damage *insurance*, **or** (g) any pending special assessments for **the Property**, or that any repairs or alterations of the **Property** are required by a governmental authority with jurisdiction.

(4) To the actual knowledge of Seller's officers or officials having direct facilities management supervisory responsibility for the **Property**, Seller **has** no actual knowledge

of and ~~has~~ not received any written notice that ~~any~~ part of the Land ~~contains~~ any hazardous materials in violation of law.

10. SELLERS CONDITIONS TO CLOSING.

Seller's obligation to close shall be contingent upon Purchaser having fulfilled all of Purchaser's obligations hereunder.

11. DAMAGE OR DESTRUCTION

If the ~~property~~ is damaged by a fire or other ~~casualty~~ in any material respect, Purchaser shall have the right to elect prior to closing either (a) ~~to~~ accept the Property in ~~its~~ then-extant condition, along with an assignment to ~~Purchaser~~ of a proportionate share of any ~~insurance~~ proceeds payable ~~as~~ a result of the ~~occurrence~~, or (b) to terminate ~~this~~ Agreement, whereupon the Deposit ~~shall~~ be promptly returned by the Escrow Agent to the Purchaser, and neither Purchaser nor Seller shall have ~~any~~ further liability or obligation to the other under ~~this~~ Agreement. The risk of loss or damage to the ~~Property~~ by fire or otherwise is ~~assumed~~ by the Seller until closing. Purchaser shall not be obligated ~~to~~ close if the ~~Property~~ shall not be in substantially the same condition ~~at~~ closing ~~as at~~ the time of execution of the Agreement, reasonable ~~wear~~ and ~~tear~~ only excepted.

12. EMINENT DOMAIN

In the event of a proceeding by any government agency to acquire ~~the~~ Property, or any portion thereof, in the exercise of its ~~power~~ of eminent domain, or by private purchase in lieu thereof, this Agreement shall be terminated ~~unless~~ Purchaser and ~~Seller~~ agree in good faith upon an adjustment to the ~~Purchase~~ Price. If the Agreement is terminated, neither Purchaser nor Seller shall have any further liability or obligation to the other under this Agreement. In such ~~case~~, the Escrow Agent shall return the Deposit in full ~~to~~ the Purchaser.

13. CLOSING.

(a) Closing shall take place in ~~the~~ office of Purchaser's ~~counsel~~ on the Closing Date or at such other place or on such earlier ~~date~~ as Purchaser and Seller may ~~agree~~. Not later ~~than~~ five (5) days prior to the Closing Date, Purchaser's attorney shall deliver Seller ~~drafts~~ of the documents to be signed ~~at~~ Closing by Seller, and a pro-forma settlement statement excluding the deed, declaration of value, ~~REW~~ form, and the condominium documents.

(b) Seller shall ~~pay~~ for ~~the~~ following ~~costs~~ with respect to the sale of the ~~property~~: Seller's attorneys' fees, the ~~cost~~ of ~~the~~ preparation of the deed, one-half of ~~the~~ transfer tax imposed on the transfer contemplated hereby (except ~~as stated~~ in subparagraph (e) below), the ~~cost~~ of obtaining and recording any discharges, ~~releases~~ and other documents or instruments needed to remove any ~~objections~~ to title, ~~the costs~~ of recording the Declaration, Plats and Plans for the condominium to be created pursuant to the provisions hereof, any ~~recapture~~ of any ~~tax~~ in the event that the Property or any ~~other~~ interest in ~~real estate~~ to be transferred hereunder ~~has been~~ classified ~~as~~ farmland, ~~open space~~, tree growth or ~~as~~ any other classification that could or would require ~~the~~ payment of ~~any~~ amount upon ~~removal~~ of such ~~real estate~~ from such classification (except ~~as stated~~ in subparagraph (e) below), and any and all such other ~~costs~~ and expenses ~~as~~ are reasonably customary for a Seller to pay in ~~accordance~~ with normal closing practices in a transaction such ~~as~~ the current ~~one~~ in ~~Maine~~.

(c) Purchaser shall pay for the following **costs** with respect to the Property: Purchaser's attorneys' fees, the **cost** of examination of title, **one-half** of the transfer **tax imposed** on the transfer contemplated hereby, **recording** charges for the deed and for any financing documents associated with **Purchaser's** financing of the purchase of the **Property**, and any and all such other **costs** and expenses **as are** reasonably customary for a **Purchaser** to pay **in** accordance with normal closing practices in a transaction such **as** the current one in Maine.

(d) All **real estate taxes** assessed by the City of Portland shall be pro-rated **as of** midnight at the **end of the day** immediately **preceding the** Closing Date, **with** Seller to **be** responsible for all **such** taxes for the **period** prior to the Closing Date (**unless** Seller is exempt **therefrom** under applicable law) (including any taxes not paid for any previous **years**) **and** Purchaser to be responsible for all such **costs** on and subsequent to the Closing Date.

(e) Notwithstanding the foregoing, Seller is **an** organization exempt **from** taxation under the laws and constitution of the **United** States **as** an instrumentality of the United States and shall have the right to assert such **status** so **as** to avoid **paying** any tax hereinbefore described, so long **as** the effect of such assertion is not to **impose** any such **tax** on **Purchaser**, or to prevent or preclude the recordation of the deed, the mortgage or any other instrument or item that would normally be **recorded** in connection with a transaction such **as** the present one, or to create a lien on the **property** or on any **other** asset of the Purchaser.

(f) To the extent possible, all utilities and other services and any assumed contracts with respect to the **Property** shall be put into **Purchaser's** name or **the** name of the Condominium Association **as of** the Closing Date **so that** no **operating** expense prorations **are** necessary. To the extent **that** this is not possible or does not **occur**, then subsequent to the Closing Date such items shall be prorated **as of the Closing Date** based on the **actual** number of **days** in that month.

(g) Seller agrees to execute and deliver to Purchaser at closing a standard title insurance company's seller's affidavit and indemnity agreement for title insurance purposes, and a declaration of value for transfer **tax** purposes, together with all documents normally associated with a transfer such **as** the contemplated one. Provided that all conditions to closing set forth in this Agreement have been Satisfied or, **as** to any condition not satisfied, waived by the party **intended** to be **benefited** thereby, on the Closing Date **the** closing shall be conducted **at** the Buyer's lender's closing institution in the greater Portland **area**, or at another location acceptable to the parties, by recording or distributing the appropriate documents and funds **as** required by **this** Agreement, applicable law, and local practice. Purchaser's attorney shall deliver to Seller, a closing file folder or binder containing true copies of all documents executed and delivered at Closing by the Seller or to which **the** Seller is a **party**, the out of pocket photocopying **costs** of which shall **be** borne **by** Seller and reflected on the settlement statement.

(h) Purchaser shall be entitled to full possession of the Property at closing, free **from** any tenants and personal property. The parties agree to share equally the cost of removal from the Premises of the existing file cabinet system, including all moveable and nonmoving portions thereof, including repair of **any** damage to the Premises caused **by** such removal. This removal shall **be performed** by Seller prior to closing, **with** the Purchaser's portion of the cost thereof to be reflected on the closing statement.

14. BROKERAGE.

Purchaser represents and warrants to Seller that it **has** had no contact or dealings regarding the **Property**, or any communication in **connection** with the subject matter of this

transaction, through any licensed **real estate** brokers or other person who **can** claim a right to a commission or finder's fee **as** procuring cause of the sale contemplated herein other than Seller's Broker **and Purchaser's** Broker. purchaser shall be responsible for **the** claim of commission from any other person **who** successfully **asserts** a claim for a commission for having procured this Agreement on behalf of Purchaser. Seller **represents** and warrants to Purchaser **that** it **has** had no contact or dealings regarding **the** property, or any communication in connection with **the** subject matter of this transaction, through any licensed **real estate** brokers or **other** person who **can** claim a right to a commission or **finder's fee as** procuring cause of the sale contemplated herein, other than Seller's Broker and Purchaser's Broker. Seller shall **be** responsible for the claim of commission from any other person who successfully asserts a claim for a commission for having procured this Agreement **on** behalf of Seller. Seller shall pay the commission of Purchaser's Broker and Seller's Broker pursuant to an agreement separate **from** this Agreement, to which Purchaser is not a party, and shall indemnify and hold harmless the Purchaser **from** and against any liability, claim or amount **asserted** against purchaser for any such commission by Seller's Broker or Purchaser's Broker. Notwithstanding anything to the contrary contained **in** this Agreement, the provisions of **this** paragraph shall Survive Closing hereunder and any termination hereof.

15. NOTICES.

All notices, *demands* or communications (**the** "Notices") permitted or required to be given hereunder shall **be** in writing and sent by FedEx or **other** overnight carrier, with confirmation of delivery requested. Such Notices shall be deemed given on **the** next business day after the Same are properly deposited with such overnight carrier. **Notices** shall be **addressed** to Seller or Purchaser, **as** the case may be, at the address shown in the Summary or to such other address as either party shall notify the other in accordance with the provisions hereof.

16. DEFAULT BY PURCHASER.

If Purchaser shall fail to **discharge any** of its obligations hereunder and shall fail to cure the same within ten (10) days after written notice of default **from** Seller, **then** Seller shall be entitled to receive the Deposit on demand from the Escrow Agent **as** agreed-upon liquidated damages and **as** Seller's sole and exclusive remedy for such default, and thereafter neither Purchaser nor Seller shall have any liability hereunder (except Purchaser shall remain obligated on any indemnity that is specifically stated to survive **the** Closing or **the** termination of this Agreement).

17. DEFAULT BY SELLER.

If Seller shall fail to discharge any of its obligations hereunder, and shall fail to cure the same within ten (10) days after written notice of default from Purchaser, then Purchaser shall, at Purchaser's option, be entitled either to (a) waive such failure or breach and proceed to **settlement**, or (b) pursue *against* Seller whatever rights it **may** have at law or in **equity**, including, without limitation, the **right to** specific performance, or (c) terminate **this** Agreement, whereupon the Escrow Agent shall refund the Deposit to Purchaser in full, **and** thereafter neither Purchaser nor Seller shall have **any** liability hereunder (except Seller shall remain obligated on my indemnity that is specifically **stated** to survive the Closing or the **termination** of **this** Agreement). Notwithstanding anything to the contrary contained in **this** Agreement, Purchaser shall not be entitled to recover from Seller any consequential or other **damages**, including, but not limited to,

lost profits, in excess of \$25,000, provided ~~that~~ this limitation shall not apply to any damages caused by Seller's failure to convey ~~the~~ Premises as required herein.

18. ENTIRE AGREEMENT.

This Agreement contains ~~the~~ entire agreement between the ~~parties~~ hereto and is intended to be an integration of all prior ~~agreements~~, conditions and undertakings between the parties hereto; except as expressly ~~set~~ forth herein, there are no ~~promises~~, agreements, conditions, undertakings, warranties or ~~representations~~, oral or Written, expressed or implied, between purchaser and Seller. All Exhibits referred to in this Agreement ~~are~~ incorporated herein by reference.

19. RELATIONSHIP OF THE PARTIES.

Notwithstanding any ~~other provision~~ of this Agreement, or any agreements, ~~contracts~~ or obligations ~~that~~ may derive herefrom, nothing herein shall be construed to make ~~the~~ parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the ~~other party~~, it being the intention of ~~this~~ Agreement merely to create the relationship of Seller ~~and~~ purchaser with regard to the ~~property~~.

20. AMENDMENTS; WAIVERS.

No change or modification of this Agreement shall be valid unless ~~the~~ same is in writing ~~and~~ signed by both Purchaser and Seller. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective ~~unless~~ in writing and signed by the party against whom it is sought to be enforced.

21. APPLICABLE LAW.

This Agreement shall be governed by and construed in ~~accordance~~ with the laws of the state of Maine.

22. COUNTERPARTS.

This Agreement may be executed in ~~two~~ or more counterparts, each of which shall be ~~deemed~~ an original, but all of which together shall constitute ~~one~~ and ~~the~~ Same instrument. ~~Signatures~~ appearing hereon ~~and~~ transmitted by facsimile shall be fully ~~as~~ binding ~~as~~ original signatures hereon.

23. CAPTIONS.

~~The captions~~ contained in this Agreement ~~are~~ for convenience of reference only and in no event define, describe or limit the scope or intent of this ~~Agreement~~ or ~~any of the~~ provisions or terms hereof.

24. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller ~~and~~ their respective ~~personal representatives~~, heirs, executors, ~~successors~~ and assigns.

25. TIME OF ESSENCE.

Time is of the ~~essence~~ of all of the terms, provisions and covenants of this Agreement and any amendments hereto. In all events where the Deposit is to be returned to the Purchaser, the Escrow Agent shall ~~return~~ said funds in full to ~~the~~ Purchaser within ~~three~~ (3) business days after notice is provided to the ~~Escrow Agent~~ by ~~any party~~ hereto of the termination of this

Agreement, provided that if there is a dispute as to the return of said funds, Escrow Agent may in lieu of returning said funds send written notice to Purchaser of such dispute, identifying the nature of the dispute with particularity. If such dispute has not been resolved by the parties within 30 days after the termination or purported termination of this Agreement, the Escrow Agent is instructed by the parties to deposit the Deposit in any court in Cumberland County, Maine, with appropriate jurisdiction, and to interplead the parties with respect thereto for resolution of the dispute. The reasonable expenses incurred by the Escrow Agent in so doing (including reasonable attorneys' fees) shall be payable one-half by each of the Purchaser and Seller, and this obligation to reimburse such reasonable expenses shall exist notwithstanding any prior termination of this Agreement, and shall survive any termination of this Agreement.

26. FULL EXECUTION.

This Agreement shall not be binding against either party, nor shall either party be deemed to have any obligation to the other whatsoever, with respect to the property, unless and until a copy of this Agreement has been executed by both Seller and Purchaser and delivered to the Escrow Agent.

27. DATE FOR PERFORMANCE.

All days under this Agreement are calendar days. If the last day for performing any act or for giving any notice required or permitted under this Agreement falls on a Saturday, Sunday or federal holiday, the last day for the performing such act or giving such notice shall automatically be extended until the next day which is not a Saturday, Sunday or federal holiday.

28. COMMERCIAL TRANSACTION.

The parties hereto agree that Purchaser desks to acquire the Property for commercial purposes and, therefore, that this transaction is commercial in nature. No law or regulation applicable to residential real estate sales shall be applicable to this transaction.

29. STATE LAW SAVINGS PROVISION.

It is the intent of the parties that this Agreement shall be construed so as to be in compliance with state or local law applicable to the sale of commercial real estate. No invalidity or unenforceability of any provision of this Agreement shall affect in any way the continued validity or enforceability of the remaining terms and provisions hereof.

30. CONDOMINIUM PROVISIONS

Promptly after the Effective Date, Seller shall proceed to prepare or have prepared on its account all necessary Declarations of Condominium, Plats, Plans and other documents and instruments ("Condominium Documents") as shall be necessary or convenient to create the condominium contemplated by this Agreement, and a Condominium Association for governance of said Condominium. Said Condominium Documents shall create a condominium including all of the Seller's real estate located at and near 2401 Congress Street, in the City of Portland, Maine (the "Subject Property"), which condominium (the "Condominium") shall comply in all respects with all requirements of the Maine Condominium Act (33 M.R.S.A. §1601 - 101 et seq.).

Without limitation of any other provisions to be included in the Condominium Documents, the Condominium Documents shall include provisions to effectuate all of the following:

(a) The right of all unit owners to use in common as Common Elements of the Condominium, all of the driveways and walkways on the Subject property, and any common entrances, exits, rest rooms and utility installations within the Building; and

(b) Limited common elements appertaining to the Unit to be purchased by the Purchaser hereunder shall include a number of parking spaces on the Subject Property out of the total existing such spaces proportionate to the ratio of the square footage of the Property to be purchased hereunder to the total square footage of the Building, (approximately 42.2%), but not fewer than _____ spaces, and 50% of the signage on the pylon sign located on the Subject Property; and

(c) The right of each unit owner to install signage on the exterior of such owner's unit, and an allocation of total allowed signage for the Subject Property 50% to each unit in the Condominium; and

(d) Voting control of the Condominium and the Condominium Association to be shared equally by the owners of the two units, with a provision for arbitration and management by an independent property manager in the event of a deadlock; and

(e) Costs of operation of the Condominium to be shared approximately 42.2% to Purchaser and 57.8% to Seller with actual percentages subject to condominium unit interior space measurement; and

(f) Each unit owner is to have the right to change any interior walls within the unit; and

(g) Each unit owner shall have the right in common to use of lawn areas on the Subject Property, and Seller shall have the right to use the rear lawn area (located to the rear of the back parking lot only, and not the area adjacent to the building) for storage of disaster equipment.

(h) The Condominium Documents shall include a budget for capital and operating expenses, and Purchaser and Seller shall contribute approximately 42.2% and 57.8%, respectively, to the initial reserve for capital items with actual percentages subject to interior space measurement.

Seller shall be responsible for all costs and expenses of preparation of the Condominium Documents and the creation of the Condominium and the Condominium Association. Seller shall deliver to Purchaser and Purchaser's legal counsel complete drafts of all Condominium Documents, which shall be final but for the review and approval thereof by Purchaser and Purchaser's counsel, within 20 days after the Effective Date. If Seller does not submit all such documents for Purchaser's review within said 20-day period, then the Study Period shall be extended by one (1) day for each day beyond said 20-day period that all of said Condominium Documents are not delivered to Purchaser and Purchaser's counsel. The obligations of both parties to close the purchase and sale contemplated herein are contingent upon the agreement of both Seller and Purchaser to Condominium Documents complying with the requirements of this Agreement. After the submission of draft Condominium Documents by Seller to Purchaser, the parties agree to work together in good faith to agree upon a set of Condominium Documents complying with all requirements of this Agreement and otherwise acceptable to each party. If drafts of all Condominium Documents have not been submitted by Seller to Purchaser within 60 days after the Effective Date, than Purchaser may at any time thereafter (but prior to submission of such drafts by Seller) terminate this Agreement by notice to the Seller, and Purchaser shall thereupon be entitled to receive a full refund of the Deposit. If no agreement to a final set of

Condominium Documents ~~has~~ been reached by Seller and Purchaser within 60 days after submission of the initial set of Condominium Documents by Seller to Purchaser, then either party may terminate **this Agreement** by notice to ~~the other at~~ any time thereafter (provided that no such agreement shall have ~~been reached~~ prior to ~~the~~ time of ~~such~~ termination), and in such event the Deposit shall be refunded in full to the Purchaser and ~~the~~ parties shall be relieved from any further obligations under **this Agreement**. Upon ~~the final~~ agreement of the ~~parties~~ to the **Condominium Documents**, it *shall* be the responsibility of the Seller to file, record and effectuate the ~~same~~ at Seller's sole **cost** and expense, and Seller agrees not to file or record any of the same or otherwise effectuate any of ~~the~~ same until the ~~Same~~ have been approved in writing by Purchaser and its counsel.

In addition to the foregoing, ~~as~~ a condition of Purchaser's obligation to close ~~the~~ sale contemplated hereby, Seller must provide ~~at~~ Seller's expense a physical division of the **Property** from the remainder of the Building (to my extent ~~that~~ the same does not already exist) complying in all respects with all **requirements** of the City of Portland and with all laws and regulations of the State of **Maine** and any agency thereof, and separate metering of all utilities provided to the Property including separate metering of the common areas to be administered by the Condominium Association, **to any** extent that ~~the~~ Same does not already exist. In the event ~~that~~ such **work has** not been completed by the ~~date~~ otherwise ~~set~~ for closing of the sale, Purchaser may extend the Closing Date for **such periods as** may be necessary for said **work** to be completed, or if 30 **days** or more of such extensions have already **been granted** by Purchaser, ~~at~~ any time thereafter Purchaser may (provided ~~that~~ said work has not then been completed) terminate **this Agreement** and receive a **full** refund of ~~the~~ Deposit, or may close with a discount to the **Purchase Price** equal to the **cost** of completing ~~said~~ uncompleted work.

In WITNESS WHEREOF, ~~the~~ Seller and the Purchaser have caused this **Agreement to be duly** executed by their respective representatives, hereunto **duly** authorized, as of the 11th day of June, 2006.

[Signatures appear on ~~the~~ following page.]

AUTHORIZED SIGNATURES

Approved as to Form: AM

By: CEH
Office of the General Counsel

SELLER

The American National Red Cross

By: Suzanne McCormick
Suzanne McCormick
Executive Director
American Red Cross of Southern Maine
Date: June 26, 2006

PURCHASER:

KVH, LLC

By: Kathleen C. Hewins
Name: Kathleen C. Hewins
Title: Manager
Date: June 16, 2006

ESCROW AGENT:

Ram Harnden, Inc.

By: [Signature]
Name: Kathane A. Cole
Title: Vice President, Ram Harnden, Inc.
Date: 6/27/06

site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established residential areas; and

- b. The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, or thereafter; and
- c. In the case of a use or use expansion which constitutes a combination of the above-listed uses with capacity for concurrent operations, the applicable minimum lot sizes shall be cumulative.

(c) *Other:*

- 1. Utility substations, such as water and sewage pumping stations and standpipes, electric power substations, transformer stations, and telephone electronic equipment enclosures and other similar structures, provided that such uses are suitably screened and landscaped so as to ensure compatibility with the surrounding neighborhood;
- 2. Professional offices of a member of a recognized profession maintained for the conduct of that profession. Professional office uses exclude personal services, retail services, and veterinarians.

The illustrative examples that follow indicate the type of professional offices permitted: health care practitioner, attorney, social worker, engineer, architect, accountant, real estate agent, insurance agent.

Professional office uses shall meet the following standards in addition to provisions of section 14-474, except that subsections a., b., c. and d. of this section 14-137(c)2 shall not apply to the use of any building not designed or constructed for residential use, which was not in actual use as a

bona fide guests accompanying them, in order to promote fellowship, social living, proper recreation, civic responsibility, neighborhood responsibility, community welfare or other endeavors. It shall be permissible to serve food and meals on such premises provided adequate dining room space and kitchen facility are available and are provided within all regulations of this article and other applicable codes and ordinances.

Processing: Any operation changing the nature of material or materials such as chemical composition or physical qualities. Does not include operations described as fabrication.

Professional office: The office of a doctor, dentist, optometrist, psychologist, accountant, lawyer, architect, engineer or similar professional.

Recent flood plain soils: Recent flood plain soils include the following soil series as described and identified by the National Cooperative Soil Survey:

Alluvial	Medomak
Charles	Ondawa
Cornish	Podunk
Fryeburg	Rumney
Hadley	Saco
Limerick	Suncook
Lovewell	Winooski