Form # P 04

### DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

### 

Please Read Application And Notes, If Any, Attached

### PERMIT

Permit Number: 090026

Ting this permit shall comply with all

res, and of the application on file in

sces of the City of Portland regulating

This is to certify that \_\_\_\_Ellen-LLC/Monaghan Woodwo , Inc.

has permission to \_\_\_\_Commercial Storage unit#7 - E blish use space commercial storage - Hammers, saws, staging etc.

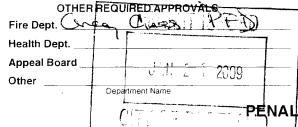
AT 59 Rain Maker Dr Unit#7

provided that the person or persons, file or construction act of the provisions of the Statutes of Male and of the Ottobac the construction, maintenance and use of buildings and structhis department.

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

Noti ition o spectio nust be give nd writte ermissid rocured g or pa befo his bui ereof is lath or other ed-in. 2 HOU NOTICE IS REQUIRED.

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



PENALTY FOR REMOVING THIS CARD

City of Portland, M	Iaine - Buil	ding or Use	Permi	t Application	Per	rmit No:	Issue Date:	CI	BL:	
389 Congress Street, (		-				09-0026			306 B00	6307
Location of Construction:		Owner Name:			Owner	r Address:		Ph	one:	
59 Rain Maker Dr Unit	#7	Ellen LLC			100	Commercial :	St Suite 311	20	7-775-2	683
Business Name: Contractor		Contractor Name	:		Contra	actor Address:		Ph	one	
		Monaghan Wo	odworl	cs, Inc.	100	Commercial :	St Suite 311 Po	rtland 20	777526	83
Lessee/Buyer's Name		Phone:			Permi	t Type:			1	Zone:
		ł			Cha	nge of Use -	Commercial		ł	1-1
Past Use:		Proposed Use:	==	J	Permi	it Fee:	Cost of Work:	CEO D	istrict:	1
Commercial /Vacant Sp	ace unit#7	Commercial S	torage i	ınit#7 -		\$145.00	\$4,500.0	1 -	5	1
•		Establish use of	_		FIRE		<del></del>	SPECTION:		L
		commercial ste	-		]		TAPPIOVEG	se Group: $\varsigma$		Type: 7
		saws, staging e	etc.	1 4 1			Dellied	هد .	1	
		Blda 3	- w	nt #7	٠, ١	Candit	- l ann	tob(-	2003	
Proposed Project Descriptio	n:	(bulding			1.	Canaci			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,
Commercial Storage un		~ ,	١.			ture: 6 ree	C.000 Si	gnature:	W.R	1/20/
storage - Hammers, saw		-	or comm				VITIES DISTRIC		· 1+	<del>/ / `</del>
<u> </u>	, 6 6									<i>!</i>
					Action	n: Approv	ved Approve	ed w/Condition	ons 📋	Denied
					Signat	ture:		Date:		
Permit Taken By:	Date At	oplied For:	·		L		Approval			
ldobson		2/2009	<u> </u>			Zoning	Approvai			
			Spe	cial Zone or Revie	ws	Zonii	ng Appeal	Hist	oric Prese	rvation
1. This permit applicate Applicant(s) from it				\ / \					, to District	Y d
Federal Rules.	neeting applie	able State and	[_] Sn	noreland NAA		│ │ Variance	e	I WINOT	in District	or Landn
				J					- N-4 Da	i.a Dania
2. Building permits de septic or electrical		olumbing,	LJ w	etland	Miscellaneous		Does Not Require Review			
=				ood Zone	Conditional Use		│ □ Pac	usiesa Davi	ow.	
3. Building permits as within six (6) mont				ood Zone	Conditional Use		Kec	uires Revi	ew	
False information r			 	Subdivision Interpretation			Approved			
permit and stop all		u ounung	[_] Su	iduivision		mierprei	ation	L App	noveu	
1			 	te Plan		A manage	.a		proved w/C	Conditions
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shall have the authority t										
uch permit.			. r				L-2,12201		- (-) <b>"</b> PP	
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SIGNATURE OF APPLICAN	JT			ADDRESS	3		DATE		PHON	1E
DECONICIDI E DEDCONI DI	CHARGE OF "	ODV TEVE					DATE	<del></del>	PHON	IF.
RESPONSIBLE PERSON IN	CHARGE OF W	UKK, HILE					DATE		PHUN	N.C.

#### Permit No: CBL: Date Applied For: City of Portland, Maine - Building or Use Permit 09-0026 01/12/2009 306 B006307 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716 Location of Construction: Owner Name: Owner Address: Phone: 59 Rain Maker Dr Unit#7 Ellen LLC 100 Commercial St Suite 311 207-775-2683 Contractor Name: **Business Name:** Contractor Address: Phone Monaghan Woodworks, Inc. 100 Commercial St Suite 311 Portland (207) 775-2683 Phone: Lessee/Buver's Name Permit Type: Change of Use - Commercial Proposed Use: Proposed Project Description: Commercial Storage Building 3, unit#7 - Establish use of space for Commercial Storage unit#7 - Establish use of space for commercial commercial storage - Hammers, saws, staging etc. Contractor storage - Hammers, saws, staging etc. Storage Dept: Zoning **Status:** Approved with Conditions Reviewer: Marge Schmuckal **Approval Date:** 01/12/2009 Note: Ok to Issue: 1) This property shall remain building contractor storage. Any change of use shall require a separate permit application for review and approval. 2) Separate permits shall be required for any new signage. 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. Dept: Building Status: 01/20/2009 Reviewer: Jeanine Bourke Approval Date: Note: Ok to Issue: 1) This added floor does not meet the criteria for a mezzanine, it is considered a story. It does comply with requirements for egress and storage occupancy. 2) Slab thickness to be verified on site by inspector and if less than 6" a detail shall be submitted to show adequate structural support or load spread. 3) Fasteners and connectors to be installed per IBC 2003 Sec. 2304.9 4) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process. 5) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approrval prior to work. Dept: Fire **Status:** Approved with Conditions Reviewer: Capt Greg Cass **Approval Date:** 01/13/2009 Note: Ok to Issue: 1) Storage of High Hazard contents not allowed. 2) Emergancy lights are required to be tested at the electrical panel. 3) All means of egress to remain accessible at all times 4) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required. 5) Installation of a Fire Alarm system requires a Knox Box to be installed per city crdinance 6) All construction shall comply with NFPA 101

Comments:

Location of Construction:	Owner Name:	Owner Address:	Phone:
59 Rain Maker Dr Unit#7	Ellen LLC	100 Commercial St Suite 311	207-775-2683
Business Name:	Contractor Name:	Contractor Address:	Phone
	Monaghan Woodworks, Inc.	100 Commercial St Suite 311 Portland	(207) 775-2683
Lessee/Buyer's Name	Phone:	Permit Type:	
		Change of Use - Commercial	

1/20/2009-jmb: Left voicemsg for Mike R. For details on bearing points at posts, handrail detail and stair profile.

mike called hack to confirm

City of Portland, Maine -	Ruilding or Use Permit	ŀ		Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101	O		4-8716	06-0889	06/15/2006	306 B006001
Location of Construction:	Owner Name:		Ic	wner Address:		Phone:
585 RIVERSIDE ST	B & L PARTNERS LI	LC	13	277 MILTONRO		
Business Name:	Contractor Name:		C	Contractor Address:		Phone
	TBD			Portland		
_essee/Buyer's Name	Phone:		P	ermit Type:		
			L	Amendment to Co	mmercial	
'roposed Use:			Proposed	Project Description:		
Commercial expand pre approvarea (unit 1 only)	ed office area & add 2nd floor	office	Expand only)	I pre approved offi	ce area & add 2nd fl	loor office area (unit 1
Dept: Zoning State	us: Approved with Condition	s Re	viewer:	Marge Schmucka	Approval D	ate: 06/22/2006
Note:						Ok to Issue:
1) This permit is being approve work.	ed on the basis of plans submit	tted. An	y deviati	ons shall require a	separate approval b	efore starting that
2) Separate permits shall be rec	quired for any new signage.					
Dept: Building State Note:	us: Approved with Condition	s Re	viewer:	Mike Nugent	Approval Da	ok to Issue: □
The mezzanine is not usable LVL's	space, no access has been rev	riewed or	r approve	ed. The header has	been ungraded to 2-	· 13/4" x 9"
2) This building is now classifi	ed as a type 3B construction b	uilding	which st	ill meets table 503		
3) Sprinklers must be extended	in all areas as required by NF	PA 13				
-	is: Approved with Conditions	s Rev	viewer:	Cptn Greg Cass	Approval Da	
Note:						Ok to Issue:
1) Fire alarm system shall comp	oly with NFPA 72					
2) All construction shall comply	y with NFPA 101					

#### Comments:

6/28/2006-mjn: This building was reclassified as a type 3B construction to allow for use of combustible interior construction elements.

6/28/2006-mjn: OWES \$75.00 for a C/O

### 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: 59	20 M 14 D = 111	not #7 Portlando
Total Square Footage of Proposed Structure/A	Kain Maker Dr - UI rea Square Footage of Lot	MIT TOPIZA
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#  206 B 006307	Applicant *must be owner, Lessee or Bu Name Monaghan Wood W Address 100 Commercal City, State & Zip Portland 04	175-2683
Lessee/DBA (If Applicable)	Owner (if different from Applicant)  Name Elley LLC	Cost Of 4,500 — Work: \$
	Address 100 Commercal St City, State & Zip Portland O4101	· - 1
If vacant, what was the previous use?  Proposed Specific use: Equipment  Is property part of a subdivision?  Yes	strial Condominiums  Storage  If yes, please name Rain	
Project description:		ere la Nova
Contractor's name: Wonaghan Woo	odivents Inc	J 0
Address: 100 Commerceal City, State & Zip Pontland, Me	121. 5 .	Telephone:
Who should we contact when the permit is read Mailing address:		Telephone: <u>Cell Phone</u> 252-6824
Please submit all of the information	outlined on the applicable Checl	klist. Failure to

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

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at <a href="https://www.portlandmaine.gov">www.portlandmaine.gov</a>, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

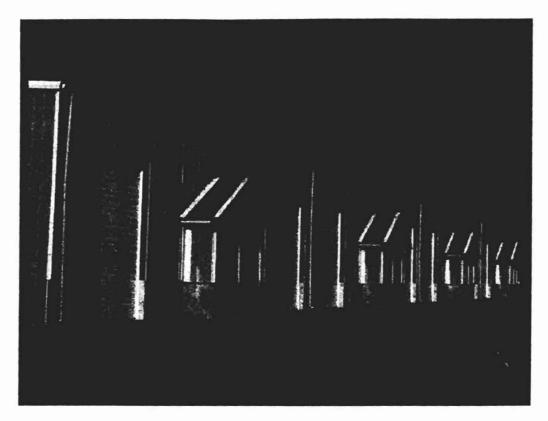
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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 provisions of the codes applicable to this permit.

		•
Signature:	Date: 1/19/19	
Signature.	Date: 1/12/09	
	7-7	

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

## For Sale

**Industrial Condominiums** 



585 Riverside Street

Portland, Maine

59 RAINMANUEL DUVE

UNIT SET

Marc Fishman Fishman Realty Group Phone: 775-6561 x202

Cell: 671-6272 Fax: 207-871-0914

www.FishmanRealty.com Marc@FishmanRealty.com



Ellen UC

### **585 Riverside Street, Portland**

### Rainmaker Industrial Condominium Park

Property Address:

585 Riverside Street Portland, Maine

Available Units:

1500+/- SF Units 4 & 7

Lot Size:

4.241+/- Acres

Zoning:

Industrial

Tax Map/Block/Lot:

306/B/6 & 312/B/4

Book/Page:

21795/282

Existing Building Age:

2006

No. of Stories:

One (1)

**Utilities:** 

Public Water/Private Sewer

Construction:

Steel Frame/Metal Siding/Split Face

Block

Roof:

Metal

Floors:

Concrete

Heat:

Propane

Bathrooms:

One, ADA Bathroom

Sprinkler System:

Yes

Drive In Door:

Yes, 16'x12' Door

Condo Fee:

Approximately \$48 per 1,000 SF

Sale Price:

\$160,000.00

Lease Price:

\$1,500 Per Month

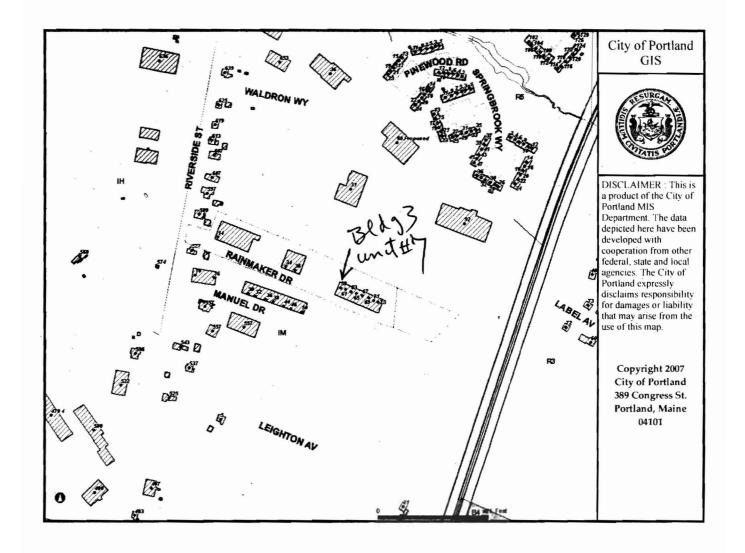
All information furnished is from sources deemed reliable. No warranty or representation, expressed or implies is made as to the accuracy of information contained herein. All information is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawals, prior to sale or lease or to any special condition, imposed by our principals. All information should be independently verified.

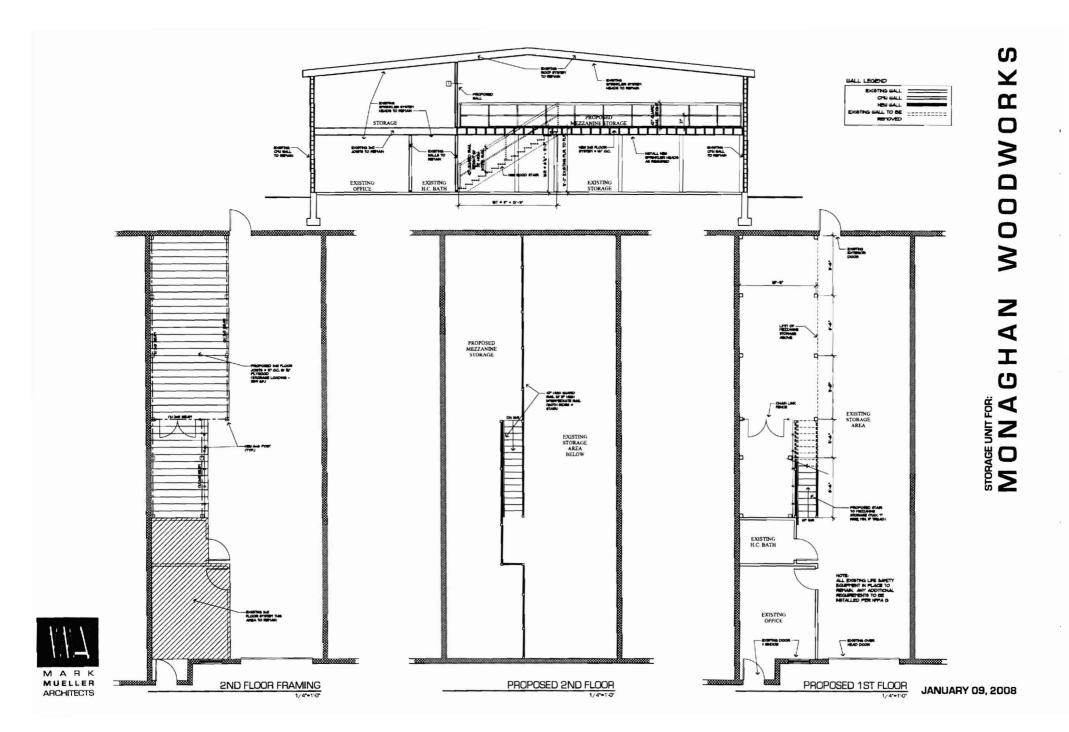
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In the James of the Lists and ÷. (3) H.C. TONLET FLOOR PLAN () HC TOILET





### **BUILDING PERMIT INSPECTION PROCEDURES**

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

*7	T + /T 1	Plumbing/Electric	1 To 1	T 1 4 *	1 110
v	L'roming/Daugh	. Ulum hina/Ulaatma	ale Dwiar ta Am	u Inculatina a	e diversió llina
^	riannny/Runyn	r illillillillig/paecific	al. Frior io Air	v insmanny o	HIVWAIIII

X Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects <u>DO</u> require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee

Signature of Inspections Official

Date

Data

BERNSTEIN SHUR

COUNSELORS AT LAW

100 Middle Street PO Box 9729 Portland, ME 04104-5029

### CLOSING BINDER

Property:

Unit 7, Building 3, Lot 3 Riverside Dr., Portland, ME B & L Partners, LLC

Seller:

Buyer:

Ellen, LLC

Closing Date:

December 5, 2008

Buyer's Binder

#### CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Michael Monaghan and/or assigns, whose mailing address is 100 Commercial Street, Portland, ME (hereinafter called "Purchaser"), this 13 day of August, 2008, the sum of five thousand Dollars (\$5,000.00) as earnest money deposit toward purchase of real estate located at 585 Riverside Street in the city/town of Portland, County of Cumberland, State of Maine, described as follows Unit #7 being defined as 1,500 SF and part of the Rainmaker Condominium Park and being more fully described at said County's Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) Ma
- 2. PURCHASE PRICE: The total Purchase Price is One hundred and thirty-five thousand Dollars (\$135,000.00), with payment to be made as follows:

Earnest money deposit received on this date: \$5,000.00

Other: \$\_\_\_\_
Other: \$\_\_\_
Balance due at closing, in cash or certified funds: \$130,000.00

- 3. BARNEST MONEY/ACCEPTANCE: Fishman Realty ("Escrow Agent") shall hold the earnest money in a non-interest bearing account (no interest) and act as escrow agent until closing; this offer shall be valid until August 15, 2008 at 5:00 ( AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
- 4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before September 15., 2008. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
- 5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act warranty deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
- 6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
  - Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other
    additional rents received by Seller pursuant to leases of the property.
     f.

Page 1 of 4 Buyer's Initials A Seller's Initials WB

10.	INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser
	acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any
	representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is
	subject to the following inspections, with the results being satisfactory to Purchaser:

TYPE OF INSPECTION a. General Building b. Sewage Disposal c. Water Quality d. Radon Air Quality e. Radon Water Quality f. Aspestos Air Quality g. Code Conformance th. Flood Plain			RESULTS REPORTED  Within 5 days  Within days	TYPE OF INSPECTION i. Lead Paint j. Pests k. ADA l. Wetlands m. Environmental Scan n. Zoning o. Insurance p. Other; Reviw of condo documents	YES OOOOOO		RESULTS REPORTED  Within days Within 5 days
--	--	--	--	--	------------	--	---

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

- 11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have days from the offsetive date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Soller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser may declare the Contract null and void by notifying the Seller-in-writing within the specified number of days set forth herein, and the carnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.
- 12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within \_\_\_\_\_\_ days from the effective date of this contract a written commitment (the "Commitment") from a londer for a mortgage loan of not less than \_\_\_\_\_\_% of the purchase price at an initial interest rate not to exceed \_\_\_\_\_\_% per annum and amortized over a period of not less than \_\_\_\_\_\_ years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within \_\_\_\_\_ days from the effective date of this Contract, then Seller-shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

- 13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that not applicable ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller; Malone Commercial Brokers ("Selling Agent") is acting as a Purchaser's agent in this transaction and is representing the Purchaser and that Fishman Realty ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees"). MALONE COMMERCIAL BROKERS AGREES THAT FISHMAN REALTY WILL BE GRANTED THE ENTIRE COMMISSION IN ASSOCIATION WITH THIS REAL ESTATE TRANSACTION.
- DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to rotain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate

Page 2 of 4 Buyer's Initials A Seller's Initials A)

Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

- 15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
- 16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
- 17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
- 18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
- 19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.
- 20. OTHER: Seller shall either finish the balance of the lighting work (work to be agreed upon by Purchaser and Seller within 5 days of the effective date of this contract) needed in the warehouse and office or provide the Purchaser with an allowance (exact amount to be agreed upon by Purchaser and Seller within 5 days of the effective date of this contract) at closing.
- 21. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
- 22. ADDENDA: This contract has addenda containing additional terms and conditions: Yes ... No ....
- 23. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for,	changed from	to
Date for	changed from	to
Date for	changed from	to

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

### A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 21/2% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Michael Monaghan and/or assigns Legal Name of Purchaser	Social Security # or Tax I.D. #
Signature The Agreement Addension 1 to Agreement	
according to the terms of the listing agreement or if there is no listing	Contract and agrees to pay the Licensees the commission for services ag agreement, the sum of In the event the earnest money is unsees and (2) Seller: provided, however, that the Licensees' portion
Signed this day of August, 2008.	
BOL Partners, LLC  Seller	Social Security # or Tax I.D. #
Signature	Name/Title, there unto duly authorized
Fishman Realty  Escrow Agent  Signature	Name/Title
The Listing Agent is Marc Fishman of Fishman Realty (Agency)	
The Selling Agent is Joe Malone of Malone Commercial Brokers (Ag	ency) .
The Transaction Broker is of (Agency)  EFFECTIVE DATE OF CONTRACT:	1 , 2008.

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### Addendum 1 to Agreement

Addendum to contract dated \_\_\_\_\_\_ August 13, 2008

between		B & L Partners,	LLC	(hereinafter "Seller")
and	Michae	l Monaghan, and/o	r assions	(hereinafter "Buyer")
property	58!	5 Riverside Stre	eet, Portland, ME	04103
,			***	
Contract and equal to 3% Fishman Real close unless commission of the Purchaser compensated forfeited by and (2) Sell	of Sale Price ty Group to and until Pon this transfer directly by Purchaser, er; provided	ay Fishman Realt e, despite any p the contrary. I ishman Realty gr action to confor ion. Malone Con the Purchaser. I it shall be ever	provision in the Purchaser shall he coup agrees to an am to the provision of the coup and the event the aly distributed by the Licensees' p	sion for services listing agreement with have no obligation to my adjustment of its ons of this paragraph
Parties acknowled with sale/purchas		ice to seek legal, tax 2	and other professional a	dvice as necessary in connection
21		8/14/08	Seller	8/14/08 Date
Buyer Michael Mona	ighan, and/or	assig	B & L Partner	ELC

"O16689" \$211274450\$ O29207637" -

### FIRST AMENDMENT TO CONTRACT

### For Sale of Real Estate August 19, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7), Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p. and 20 of the contract is extended until August 27, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L, LLC

BY:

DATE

PURCHASER: Michael Monaghan and/or assigns

BY:

# FIRST AMENDMENT TO CONTRACT For Sale of Real Estate August 19, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p. and 20 of the contract is extended until August 27, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

BY:

SELLER: BOL, LLC BY: JAY LEVESQUE, MANAGER	BII9 LOB DATE
PURCHASER: Michael Monaghan and/or assigns	DATE

		··· -	

### SECOND AMENDMENT TO CONTRACT

### For Sale of Real Estate August 27, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract and title review of the property is extended until September 11, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L, LLC

BY:

DATE

PURCHASER: Michael Monaghan and/or assigns

BY:

### SECOND AMENDMENT TO CONTRACT

For Sale of Real Estate August 27, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract and title review of the property is extended until September 11, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SBEN AND AGREED TO BY:

SELLER: B&L, LLC

BY: WILL Boyle

PURCHASER: Michael Monaghan and/or assigns BY:

# THIRD AMENDMENT TO CONTRACT For Sale of Real Estate

September 11, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7).

Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract, title review and closing of the property is extended until September 30, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L LLC

V.

1-11-08

ATE

PURCHASER: Michael Monaghan and/or assigns BY:

### THIRD AMENDMENT TO CONTRACT

### For Sale of Real Estate September 11, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7), Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract, title review and closing of the property is extended until September 30, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L, LLC

BY:

PURCHASER: Michael Monaghan and/or assigns

BY:

DATE

7/1

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### FOURTH AMENDMENT TO CONTRACT

### For Sale of Real Estate September 29, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7).

Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract, title review and closing of the property is extended until October 31, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.	
SEEN AND AGREED TO BY:	
JAY Caresons	9-29-08
SELLER B&L, LLC BY: JAY LEVESQUE, MEMBER	DATE
PURCHASER: Michael Monaghan and/or assigns BY:	DATE

### FOUTHAMENDMENT TO CONTRACT

For Sale of Real Estate September 29, 2008

The Contract For Sale Of Real Estate for property located at <u>585 Riverside Street (Unit 7)</u>, <u>Portland Maine</u> between <u>B&L Partners</u>, <u>LLC</u> (Known as Seller) and <u>Michael Monaghan and/or assigns</u> (known as Purchaser), dated <u>August 13, 2008</u>, and with an effective date of <u>August 14</u>, 2008, for valuable consideration, is amended as follows:

1. Paragraph 10 item p of the contract, title review and closing of the property is extended until October 31, 2008.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L, LLC

BY:

PURCHASER: Michael Monaghan and/or assigns

BY:

DATE

### FIFTH AMENDMENT TO CONTRACT

### For Sale of Real Estate October 31, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

- 1. Paragraph 10 item p of the contract, title review and closing of the property is extended until November 15, 2008.
- 2. Any time on or before November 15, 2008 the Purchaser may withdraw for any reason (in writing to the Seller) from this contract with a full refund of his deposit.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect. SEEN AND AGREED TO BY: DATE PURCHASER: Michael Monaghan and/or assigns BY:

### FIFTH AMENDMENT TO CONTRACT

### For Sale of Real Estate October 31, 2008

The Contract For Sale Of Real Estate for property located at <u>585 Riverside Street (Unit 7)</u>, <u>Portland Maine</u> between <u>B&L Partners</u>, <u>LLC</u> (Known as Seller) and <u>Michael Monaghan and/or assigns</u> (known as Purchaser), dated <u>August 13</u>, <u>2008</u>, and with an effective date of <u>August 14</u>, <u>20</u>08, for valuable consideration, is amended as follows:

- 1. Paragraph 10 item p of the contract, title review and closing of the property is extended until November 15, 2008.
- 2. Any time on or before November 15, 2008 the Purchaser may withdraw for any reason (in writing to the Seller) from this contract with a full refund of his deposit.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

SELLER: B&L, LLC BY:	DATE		
		1	
1/2	4.5	•	
PURCHASER: Michael Monaghan and/or assigns		DATE	

### SIXTH AMENDMENT TO CONTRACT For Sale of Real Estate November 13, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

- 1. Paragraph 10 item p of the contract, title review and closing of the property is extended until November 21, 2008.
- 2. Any time before November 21, 2008 the Purchaser may withdraw (in writing to the Seller) from this contract with a full refund of his deposit.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

6033350445

BY:

11/14/2008 09:21

PURCHASER: Michael Monaghan and/or assigns

MUMBER RUENUC

2077726726 11/21/2008 13:54

MONAGHAN WOODWORKS

PAGE 01/01

### SEVENTH AMENDMENT TO CONTRACT

For Sale of Real Estate **November 21, 2008** 

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Parmers, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14, 2008, for valuable consideration, is amended as follows:

- 1. Paragraph 10 item p of the contract, title review and closing of the property is extended until November 26, 2008.
- 2. Any time before November 26, 2008 the Purchaser may withdraw (in writing to the Søller) for any reason from this contract with a full refund of his deposit.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect

SEEN AND AGREED TO BY:

LEVESQUE, MGR

PURCHASER: Michael Monaguan aud/or assigns

BY:

DATE

### **EIGHT AMENDMENT** TO CONTRACT

For Sale of Real Estate November 26, 2008

The Contract For Sale Of Real Estate for property located at 585 Riverside Street (Unit 7). Portland Maine between B&L Partners, LLC (Known as Seller) and Michael Monaghan and/or assigns (known as Purchaser), dated August 13, 2008, and with an effective date of August 14. 2008, for valuable consideration, is amended as follows:

- 1. Paragraph 10 item p of the contract, title review and closing of the property is extended until December 5, 2008.
- 2. Any time before December 5, 2008 the Purchaser may withdraw for any reason (in writing to the Seller) from this contract with a full refund of his deposit.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions remain in full force and effect.

SEEN AND AGREED TO BY:

CHASER: Michael Monaghan and/or assigns

11/26/08 DATE

#### ASSIGNMENT OF CONTRACT

#### FOR THE SALE OF COMMERCIAL REAL ESTATE

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, Michael Monaghan of Portland, Maine ("Assignor"), being the Buyer under a certain Contract for the Sale of Commercial Real Estate dated August 14, 2008, as amended, with B & L Partners, LLC, as Seller, regarding certain real property known as Unit 7, Building 3, Lot 3 Rainmaker Condominium Park located on Riverside Drive, in the City of Portland, Maine (the "Contract") hereby assigns all of his rights and obligations under the Contract to Ellen, LLC a Maine limited liability company of Portland, Maine ("Assignee"), and Assignee hereby accepts and assumes said rights and obligations under the Agreement.

Dated as of this day of November, 2008.

ASSIGNOR:

ASSIGNEE:

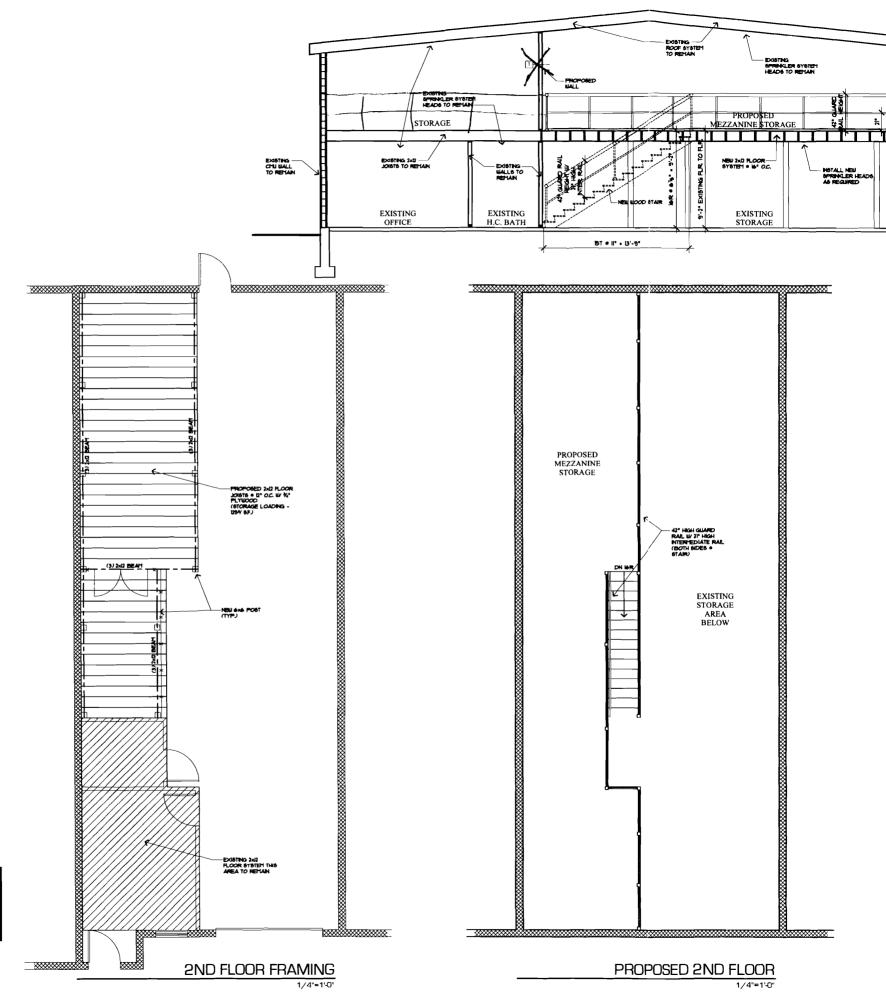
ELLEN, LLC

) (Calcal Managhan

Michael Monaghan

By:

Michael Monaghan
Its Sole Member and Manager



M A R K
MUELLER
ARCHITECTS

