

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 374-410 Riverside Industrial Parkway		Owner: Bindley Western Ind. Inc.		Phone:		Permit No: 000879	
Owner Address: Five Star Industrial Park, Westbrook		Lessee/Buyer's Name: Grass Properties		Phone:		Business Name:	
Contractor Name: Allied Cook Construction		Address: P.O. Box 10109, Portland, ME		Phone: 04101		Permit Issued: AUG 14 2000	
Past Use: Commercial /Warehouse/Office/ Distribution		Proposed Use: Commercial /Manufacturing/ Office		COST OF WORK: \$75,000.00		PERMIT FEE: \$474.00	
				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <i>02</i> Type: <i>2C</i> <i>00C-999</i>	
Proposed Project Description: Interior-demolition - in preparation preparation for new fit-up				Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zone: <i>IM</i> CBL: 320-A-004	
				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Zoning Approval: <i>[Signature]</i> Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: Mike Nugent		Date Applied For: August 8, 2000		GG			

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

*** Call: Tom Perry @ 772-2888

**PERMIT ISSUED
WITH REQUIREMENTS**

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 provisions of the code(s) applicable to such permit

August 8, 2000

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: *[Signature]*

**PERMIT ISSUED
WITH REQUIREMENTS
CEO DISTRICT**

BUILDING PERMIT REPORT

DATE: 9 August 2K ADDRESS: 374-410 Riverside Ind. Pkwy CBL: 320-A-004

REASON FOR PERMIT: Interior demo- For New Fit-up.

BUILDING OWNER: Bindley Western Ind. Inc.

PERMIT APPLICANT: CONTRACTOR Allied Cook Const.

USE GROUP: B/S1 CONSTRUCTION TYPE: 2 C CONSTRUCTION COST: 75,000 PERMIT FEES: 474.09

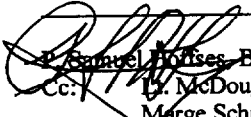
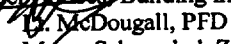
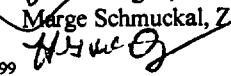
The City's Adopted Building Code (The BOCA National Building code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, *30, #31

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6" O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall installed and maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1999).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *separate reviews & permits are required for a change of use and for additions*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
33. Bridging shall comply with Section 2305.16.
34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2405.0)
35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- ~~36. All demo shall follow the plans submitted - NO structural members shall be demo. under this permit.~~

 Samuel H. Hennes, Building Inspector
 Cc:  M. McDougall, PFD
 Marge Schmuckal, Zoning Administrator

PSH 11/25/99

****This Permit is herewith issued, on the basis of plans submitted and conditions placed the plans, any deviations shall require a separate approval.**

*****THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.**

****** Certificate of Occupancy Fees: \$50.00 each**

******* ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGN'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000 OR REQUIVALENT.**

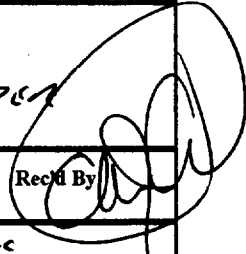
THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

CALL WHEN READ
TOM PERRY - 772-28899
(A-1-15)

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): 374-410 RIVERSIDE INDUSTRIAL PARKWAY			
Total Square Footage of Proposed Structure 60,000 SF EXISTING		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# 320 Block# A Lot# 4		Owner: BINDLEY WESTERN IND. INC	Telephone#:
Owner's Address: FIVE STAR INDUSTRIAL PARK WESTBANK, ME		Lessee/Buyer's Name (If Applicable) GRASS PROPERTIES PO BOX 10109 PORTLAND, ME 04104	Cost Of Work: \$75,000.⁰⁰ Fee \$474.⁰⁰
Proposed Project Description:(Please be as specific as possible) INTERNAL DEMOLITION & IN PREPARATION FOR NEW FIT-UP. (SEE ATTACHED DRAWINGS) FIT-UP PERMIT WILL BE APPLIED FOR LATER			
Contractor's Name, Address & Telephone ALLIED/COOK CONSTRUCTION PO BOX 1396 PORTLAND ME 04104			Rec'd By: 
Current Use: WAREHOUSE/DISTRIBUTION/OFFICE		Proposed Use: MANUFACTURING/OFFICE	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

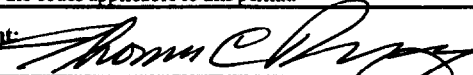
Unless exempted by State Law, construction documents must be designed by a registered Professional Engineer or Architect.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

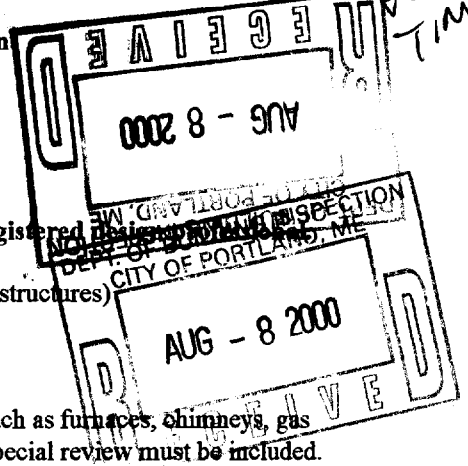
Certification

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/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: 	Date: 8/7/00
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum



1015
@ Down
PERMIT
TIME.



Individual Member



Individual Membership
Industrial and
Office Real Estate



CONTRACT FOR THE SALE OF REAL ESTATE

Date: May 31, 2000

One Canal Plaza, Portland, ME 04101
(207) 772-1333

RECEIVED OF: Grass Properties and/or assigns whose mailing address is c/o Applicator Sales and Service, 400 Warren Ave, Portland, ME 04104, hereinafter called the Purchaser(s), the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00*) as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of Portland, County of Cumberland, State of Maine and located at 374-410 Riverside Industrial Parkway being all the property owned by the Seller(s) at the above address, and described at said County's Registry of Deeds Book _____, Page _____ and further described as: a 5.05+/- lot improved with a 59,400+/- sf building identified by the City of Portland Assessor's reference as Map 354, Block B, Lot 3

upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): N/A
2. PURCHASE PRICE: The TOTAL purchase price being One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to be paid as follows: *\$50,000 earnest money deposit referenced above within 24 hours of the effective date of contract and the balance to be paid in cash or certified check at closing.
3. EARNEST MONEY/ACCEPTANCE: The Boulos Company shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until June 6, 2000 at 5:00 PM; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before August 7, 2000. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) 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 merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. If the Purchaser(s) does not withdraw the earnest money and declare the contract void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the property and all security deposits held by Seller(s) pursuant to said leases.
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
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. N/A
 - d. Rents
 - e. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
 - f. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.
10. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

Seen and agreed to: _____
Seller(s)

80K
Purchaser(s)

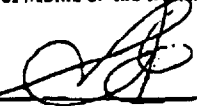
TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	i. ADA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	j. Wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days
e. Radon Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
f. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 21 days	l. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days

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

11. FINANCING: This contract is subject to an approved commercial mortgage of 80 % of the purchase price, at an interest rate not to exceed 9 % per annum and amortized over a period of not less than 20 years.
 - a. If Seller, or Sellers agent, is not notified to the contrary in writing within 45 days of the effective date of this contract, then this financing condition shall be deemed to have been waived by Purchaser(s).
 - b. The Purchaser(s) is under a good-faith obligation to seek and accept financing on the above-described terms. The Purchaser(s) acknowledges that a breach of this good-faith obligation to seek and accept financing on the above-described terms will be a breach of this Contract.
12. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Selling Licensee is acting as a Seller's agent in this transaction and is representing the Seller(s) and that the Listing Licensee is acting as a Seller's agent in this transaction and is representing the Seller(s).
13. DEFAULT: If the Purchaser(s) fails to consummate this transaction, Seller(s) 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(s) elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent will not return the earnest money to Purchaser(s) or turn over the deposit to the Seller(s) without written releases from both parties.
14. 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 American Arbitration Association. This clause shall survive the closing of this transaction.
15. PRIOR STATEMENTS: Any verbal presentations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.
16. HEIRS/ASSIGNS: This Contract is assignable Yes No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimilie copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimilied signatures are binding.
18. BINDING CONTRACT: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: The Seller(s) shall provide the Purchaser(s) with copies of all leases and income & expense information regarding the subject property within _____ () days of the effective date of this Contract. Purchaser(s) shall have _____ () days from such delivery to review leases and income & expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser(s), Purchaser(s) may declare the Contract null and void by notifying the Seller(s) in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that the review is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s).
20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), if the property is, or has a component of, one to four residential dwelling units.
21. ADDENDA: This Contract has addenda containing additional terms and conditions: YES NO

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(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.



Purchaser
Grass Properties and/or assigns
Name/Title
Scott Kooske Partner
Purchaser

Name/Title

June 5, 2000
Date
01-0476532
Soc. Sec. # or Tax I.D. #
June 5, 2000
Date

Soc. Sec. # or Tax I.D. #

The Seller(s) accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services herein according to the Listing Agreement or if there is no Listing Agreement the sum of: _____. The obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Broker and the Seller(s), provided, however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, The Boulos Company shall be entitled to costs of collection, including reasonable attorneys' fees.

Signed this 5th day of June, 2000. Effective date of Contract: _____.

The Listing Licensee is Tony McDonald of Boulos Company (Company).
The Selling Licensee is Dan Greenstein of Boulos Company (Company).

Seller
Bindley Western
Name/Title

Seller

Name/Title

June 5, 2000
Date

Soc. Sec. # or Tax I.D. #
June 5, 2000
Date

Soc. Sec. # or Tax I.D. #

Offer reviewed and refused on _____, _____, Seller