
Section 4. Right, Title and Interest (Deed)

HAWTHORN DEVELOPMENT LLC
Real Estate and Acquisition Dept.
Vancouver, WA

OFFER AND CONTRACT TO PURCHASE REAL ESTATE

DATE: October 13, 2014

TO: Graves Hill Land Company LLC, 16 Tiffany Lane, Saco, Maine 04072, Owner of Record of the following described property in Portland, Cumberland County, Maine

THROUGH: Malone Commercial Brokers, 5 Moulton Street, Suite 3, Portland, Maine 04101, Joe Malone, Phone: 207-773-2554, Email: joe@malonecb.com; and Jennifer Small, Phone: 207-233-6782, Email: jennifer@malonecb.com.

Malone Commercial Brokers, 5 Moulton Street, Suite 3, Portland, Maine 04101, Mark Malone, Phone: 207-773-6000, Email: mark@malonecb.com.

The following constitutes a firm offer by HAWTHORN DEVELOPMENT LLC or its assignee ("Purchaser") to purchase property located in Portland, Maine, from GRAVES HILL LAND COMPANY LLC, the owner of record, ("Seller") under the following conditions:

1. PROPERTY DESCRIPTION

Approximately 18.3 acres of land with an address of 802 Ocean Avenue in Portland, Cumberland County, Maine ("the Property") as shown on Exhibit A.

The Property is further identified by Assessor's Parcel ID Number 411A007001.

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Purchaser: Hawthorn Development
Seller: Graves Hill Land Company
Location: 802 Ocean Ave., Portland, Maine

2. TOTAL CONSIDERATION

[REDACTED]

3. TERMS OF PAYMENT

[REDACTED]

[REDACTED]

4. CONDITIONS OF PURCHASE

Purchaser's obligation to close is subject to Purchaser's satisfaction of the following conditions at its sole discretion: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. CLOSING/ POST CLOSING

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. REMEDIES

IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS CONTRACT, AND PROVIDED THAT SELLER HAS FULLY PERFORMED ALL OF ITS OBLIGATIONS HEREUNDER, THE EARNEST MONEY SHALL BE PAID TO SELLER AS FULL LIQUIDATED DAMAGES AND PURCHASER SHALL BE RELEASED FROM ALL LIABILITY OR OBLIGATION HEREUNDER TO SELLER AND NO OTHER REMEDY, INCLUDING THE REMEDY OF SPECIFIC PERFORMANCE, SHALL BE AVAILABLE FOR PURCHASER'S BREACH OF THIS CONTRACT. PURCHASER AND SELLER ACKNOWLEDGE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF ANY DEFAULT BY PURCHASER AND AGREE THAT SUCH LIQUIDATED DAMAGES ARE AN AGREED UPON REASONABLE ESTIMATE OF THE AMOUNT OF LOSS SELLER WOULD SUFFER AS A RESULT OF PURCHASER'S DEFAULT, AND ARE NOT INTENDED AS A PENALTY.

IF SELLER DEFAULTS AT CLOSING, THEN THE EARNEST MONEY AND ANY OTHER DEPOSITS THERETOFORE MADE BY PURCHASER SHALL BE RETURNED TO PURCHASER IMMEDIATELY AND PURCHASER MAY CLAIM DAMAGES AGAINST SELLER FOR THE AMOUNT NO GREATER THAN \$25,000, OR, AT PURCHASER'S OPTION, PURCHASER MAY SEEK THE REMEDY OF SPECIFIC PERFORMANCE.

/s/ Myrle M. Davis
Purchaser

Seller

10. TERMINATION

Unless accepted by Seller in writing, this offer shall expire at 5:00 p.m. Pacific time, seven (7) days from the date of this letter.

Seller agrees that after acceptance of the offer contained herein and until the Contract is terminated, it shall not sell, contract to sell, nor enter into a letter of

intent or negotiate for the sale of Property to another party, and that there shall be no material change to the Property through the date of closing.

The parties hereby agree that copies of this document, and signatures, transmitted by telecopier (fax), and electronic mail (email) shall be for all purposes considered as originals. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

The ("Effective Date") of this Contract for the purposes of performance of all obligations is the date the escrow agent receipts this Contract after all parties execute this Contract.

If the time for the performance of any obligation or taking any action under this Contract expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Time is of the essence of this agreement.

Sincerely,

HAWTHORN DEVELOPMENT LLC

/s/ Myrle M. Davis

Myrle M. "Mick" Davis

Representative Agent for Purchaser

AGREED AND ACCEPTED:

Seller By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

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Purchaser: Hawthorn Development

Seller: Graves Hill Land Company

Location: 802 Ocean Ave., Portland, Maine

ESCROW RECEIPT:

Escrow agent acknowledges receipt of the Contract on this date:

_____ (Effective Date) and earnest money in the
amount of \$ _____ in the form of _____
on _____.

Escrow Agent: _____

By: _____

Address: _____

Phone: _____

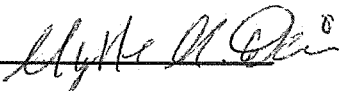
Fax: _____

Email: _____

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/s/ Myrle M. Davis 
Purchaser

Seller

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Purchaser: Hawthorn Development
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Sincerely,

HAWTHORN DEVELOPMENT LLC

/s/ Myrle M. Davis Myrle M. Davis

Myrle M. "Mick" Davis

Representative Agent for Purchaser

AGREED AND ACCEPTED:

Seller By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

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Purchaser: Hawthorn Development

Seller: Graves Hill Land Company

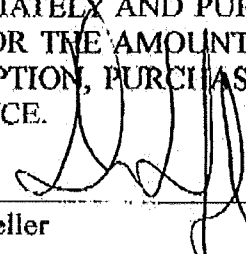
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/s/ Myrle M. Davis
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Sincerely,

HAWTHORN DEVELOPMENT LLC

/s/ Myrle M. Davis Myrle M. Davis
Myrle M. "Mick" Davis
Representative Agent for Purchaser

AGREED AND ACCEPTED:

Seller By: _____

Date: 10/17/14

By: _____

Date: _____

By: _____

Date: _____

QUITCLAIM DEED WITH COVENANT

Leo J. Delicata and Jeanne B. Delicata, husband and wife, both of Portland, Cumberland County, Maine, for consideration paid, grant to

Graves Hill Land Company, L.L.C. a Maine Limited Liability Company with a principle place of business in Saco, York County, Maine

whose mailing address is:
16 Tiffany Lane, Saco, Maine 04072

with quitclaim covenants,

A certain lot or parcel of land comprising 18 acres more or less, located on the Northwesterly side of Ocean Avenue in Portland, Maine more particularly bounded and described on a survey plan entitled Plan Showing Boundary Survey and Topographic Survey made for Diane Doyle by Dow & Coulombe, Inc. Land Surveyors & Land Planners dated July 8, 2002 and recorded in the Cumberland County Registry of Deeds in Plan Book 204, Pages 293 and 294.

Meaning and intending to convey a portion of the real property described in a Deed from CRE I Real Estate Corp. to the Grantors herein dated August 14, 1992 and recorded in the Cumberland County Registry of Deeds in Book 10226 Page 236.

Witness our hands and seals this 1st day of July, 2004.

SIGNED, SEALED, AND DELIVERED
in the presence of

James B. Barn

to both

Leo J. Delicata

Leo J. Delicata

Jeanne B. Delicata

Jeanne B. Delicata

State of Maine
Cumberland, ss

July 1 2004

Personally appeared before me the above named Leo J. Delicata and Jeanne B. Delicata and acknowledged the foregoing instrument to be his or her free act and deed.

Received
Recorded Register of Deeds
Jul 02 2004 02:23:37P
Cumberland County
John B O'Brien

James B. Barn
Notary Public

SEAL

JAMES B. BARNES
Notary Public, Maine
My Commission Expires October 26, 2008