

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 100077

Please Read Application And Notes, if Any, Attached

This is to certify that 45 EXCHANGE STREET LLC Della Williams Doors Inc

has permission to Install 9 replacement windows structure

AT 45 EXCHANGE ST City of Portland 032 E001001 - 1 2010

PERMIT ISSUED

FEB - 1 2010

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine 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 written permission procured before this building or part thereof is lathed or otherwise enclosed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. CAPT R. Johnson

Health Dept. _____

Appeal Board _____

Other _____

Department Name

James Bank 2/1/10
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: 10-0077 | Issue Date: | CBL: 032 E005001 |
|-----------------------|-------------|---------------------|

| | | | |
|---|---|--|---------------------|
| Location of Construction: 45 EXCHANGE ST | Owner Name: 45 EXCHANGE STREET LLC | Owner Address: 1 CITY CENTER | Phone: |
| Business Name: | Contractor Name: Pella Windows & Doors Inc | Contractor Address: 45 Fondi Road Haverhill | Phone 8008669886 |
| Lessee/Buyer's Name | Phone: | Permit Type: Replacement windows | Zone: B-3 |

| | | | | |
|---|---|---|--|--------------------|
| Past Use: Commercial | Proposed Use: Commercial - Install 9 replacement windows no structural - second floor <i>legal use - 1st floor retail offices above</i> | Permit Fee: \$400.00 | Cost of Work: \$37,866.00 | CEO District: 1 |
| Proposed Project Description: Install 9 replacement windows no structural - second floor | | FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See Conditions</i> | INSPECTION: Use Group: <i>M/B</i> Type: <i>N/A</i> <i>IBC-2003</i> Signature: <i>JMB 2/1/10</i> | |
| | | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____ | | |

| | | |
|-----------------------------|---------------------------------|------------------------|
| Permit Taken By: Ldobson | Date Applied For: 01/27/2010 | Zoning Approval |
|-----------------------------|---------------------------------|------------------------|

| | | | |
|---|---|---|--|
| <p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p> | <p>Special Zone or Reviews</p> <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"/> <i>Ok w/conditions</i> Date: <i>1/28/10</i> <i>AKM</i> | <p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____ | <p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <i>see H. Andrews letter</i> <input type="checkbox"/> Denied Date: <i>1/29/10</i> |
| | <p><i>H. Andrews</i></p> | | |

PERMIT ISSUED

FEB - 1 2010

City of Portland

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 |

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.

Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO 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

2/1/10

Date



Signature of Inspections Official

2/1/10

Date

PERMIT ISSUED
FEB - 1 2010
City of Portland

City of Portland, Maine - Building or Use Permit

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

| | | |
|------------------------------|--|----------------------------|
| Permit No: 10-0077 | Date Applied For: 01/27/2010 | CBL: 032 E005001 |
|------------------------------|--|----------------------------|

| | | | |
|--|--|---|--------------------------------|
| Location of Construction: 45 EXCHANGE ST | Owner Name: 45 EXCHANGE STREET LLC | Owner Address: 1 CITY CENTER | Phone: |
| Business Name: | Contractor Name: Pella Windows & Doors Inc | Contractor Address: 45 Fondi Road Haverhill | Phone (800) 866-9886 |
| Lessee/Buyer's Name | Phone: | Permit Type: Replacement windows | |

| | |
|--|--|
| Proposed Use: Commercial - retail & offices - Install 9 replacement windows no structural - second floor | Proposed Project Description: Install 9 replacement windows no structural - second floor |
|--|--|

Dept: Historic **Status:** Approved with Conditions **Reviewer:** Deborah Andrews **Approval Date:** 01/28/2010

Note: Ok to Issue:

1) Conditions in approval letter from Historic Preservation apply.

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 01/28/2010

Note: Ok to Issue:

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) This property shall remain as retail on the first floor and offices above. Any change of use shall require a separate permit application for review and approval.
- 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:** Approved **Reviewer:** Jeanine Bourke **Approval Date:** 02/01/2010

Note: Ok to Issue:

Dept: Fire **Status:** Approved **Reviewer:** Capt Keith Gautreau **Approval Date:** 01/29/2010

Note: Ok to Issue:

PERMIT ISSUED

FEB - 1 2010

City of Portland



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>45 EXCHANGE ST</u> | | |
| Total Square Footage of Proposed Structure/Area | Square Footage of Lot | Number of Stories |
| Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>E</u> Lot# <u>5</u> | Applicant * must be owner, Lessee or Buyer * Name <u>PETE HANNAHAN</u> Address <u>45 EXCHANGE ST</u> City, State & Zip <u>PORTLAND ME 04101</u> | Telephone: <u>207-871-1080</u> |
| Lessee/DBA (If Applicable) | Owner (if different from Applicant) Name Address City, State & Zip | Cost Of Work: \$ <u>37,866 -</u> C of O Fee: \$ _____ Total Fee: \$ _____ |
| Current legal use (i.e. single family) <u>COMMERCIAL</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>9 REPLACEMENT WINDOWS</u> <u>*NO STRUCTURAL*</u> | | |
| Contractor's name: <u>PELLA WINDOWS / WILLIAM NICHOLS</u> Address: <u>45 FONDE RD</u> City, State & Zip <u>HAVERHILL MA 01832</u> Telephone: <u>978-265-7255</u> Who should we contact when the permit is ready: <u>William Nichols</u> Telephone: <u>978-265-7255</u> Mailing address: <u>45 FONDE RD HAVERHILL MA 01832</u> | | |

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 www.portlandmaine.gov or supply the Inspections Division office, room 315 City Hall or call 874-8703.

RECEIVED

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.

Dept. of Building Inspections
City of Portland Maine

Signature: W. Nichols

Date: 1-27-10

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

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Rick Romano, Chair
Martha Deprez, Vice Chair
Otis Baron
Scott Benson
Michael Hammen
Ted Oldham
John Turk

November 23, 2009

John J. Goldy Trust
c/o Al Knight
Dirigo Management
1 City Center, 4th Floor
Portland Me 04101

Re: 45 Exchange Street - Window Replacement

Dear Mr. Knight:

This office has reviewed and approved your request, submitted on behalf of the John J. Goldy Trust, for a Certificate of Appropriateness for window replacement at 45 Exchange Street. The application calls for replacement of the second floor windows only with Pella custom wood windows, a sample of which was submitted to staff for inspection.

Approval is subject to the following conditions:


- * Replacement sash and frame to match existing historic sash and frame in all dimensions, profiles and other visual characteristics, as shown in sample sash.
- * Glass to be clear with no low-e coating in order to match existing sash.
- * Remaining windows on Exchange Street façade to be replaced within 18 months of this approval date to insure uniformity of fenestration.

All improvements shall be carried out as shown on the plans and specifications submitted as part of your application. Changes to the approved plans and specifications and any additional work which may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Note: Your project may also require a building permit. Please call Building Inspections (874-8703) to make this determination.

Sincerely,


Deborah Andrews
Historic Preservation Program Manager

cc: Peter Dardano, Pella Windows & Doors
Approval File

**Contract - Detailed**

Pella Windows & Doors
 45 Fondi Road
 Haverhill, MA 01832
 Phone: (978)373-2500 Fax: (978)373-7274

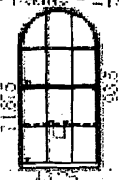
17/8
 PORTLAND CITY
 HALL

2/1/10 - 2/8/10

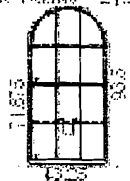
Sales Rep Name: Dardano, A
 Sales Rep Phone: (800) 287-5649
 Sales Rep E-Mail: DardanoAP@pellaboston.com
 Sales Rep Fax:

| Customer Information | Project/Delivery Address | Order Information |
|--|---|--|
| AI Knight - 45 Exchange Street LLC One City Center Fourth Floor PORTLAND, ME 04101 Day Phone: (207) 871-1080 Mobile Phone: Fax Number: E-Mail: Contact Name: A Knight Great Plains #: 38074123 | XAPD Pete Hannigan Portland ME 45 Exchange Street Lot # PORTLAND, ME 04101 County: CUMBERLAND Owner Name: AI Knight Owner Phone: (207) 871-1080 | Quote Name: RTB 12-2-2009 45 Exchange II Order Number: 741PD0056 Quote Number: 1104978 Order Type: installed Sales Wall Depth: Payment Terms: Deposit/C.O.D. Tax Code: ME TAXABLE Cust Delivery Date: None Quoted Date: 11/30/2009 Contracted Date: Booked Date: Customer PO #: |

Customer Notes: P O # 75191

| Line # | Location: | Attributes | Qty |
|--------|---|--|-------|
| 10 | 2nd floor | Architect, Single Hung, 43.25 X 93.5 X 71.875, 4-3/16" | 5 |
| | Frame Profile = 21605 | | |
| |  | | |
| | Viewed From Exterior | 1: Non-Standard Size Single Hung, Equal Split Frame Size: 43 1/4 X 93 1/2 X 71 7/8 General Information: Standard, Luxury Edition, Wood, Pine Exterior Color / Finish: Primed Interior Color / Finish: Prefinished White Interior Glass: Insulated Tempered Clear Hardware Options: Spoon Lock, White, No Sash Lift Screen: Half Screen, White, Standard Fiberglass Grille: ILT, No, 7/8", Traditional (3W2H / 3W2H) Wrapping Information: 4-3/16" Factory Applied (DVA), Perimeter Length = 255", Glazing Pressure = 205. | |
| | Final Wall Depth: 4-3/16" | | |
| | Rough Opening: 44" X 94.25" | | |
| | | Trim - Stool and Apron - Add Stool and Apron to Picture Frame | Qty 1 |
| | | Disposal - Disposal per Unit | Qty 1 |
| | | FFW < 48 - Install 48 inces or less wide FFW | Qty 1 |
| | | Over 60 tall - Install adjustment over 60 tall FFW | Qty 1 |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | | Qty |
|--------|----------------------------|---|-----|-----|
| 20 | 2nd floor | Architect, Single Hung, 43.25 X 93.5 X 71.875, 4-3/16" | | 4 |
| | Frame Profile = 21.625 |  | | |
| | Viewed From Exterior | 1: Non-Standard Size Single Hung, Equal Split Frame Size: 43 1/4 X 93 1/2 X 71 7/8 General Information: Standard, Luxury Edition, Wood, Pine Exterior Color / Finish: Primed Interior Color / Finish: Prefinished White Interior Glass: Insulated Tempered Clear Hardware Options: Spoon Lock, White, No Sash Lift Screen: Half Screen, White, Standard Fiberglass Grille: ILT, No, 7/8", Traditional (3W2H / 3W2H) Wrapping Information: 4-3/16" Factory Applied (DVA), Perimeter Length = 255", Glazing Pressure = 205. | | |
| | Frame Size: 43.25" X 93.5" | | | |
| | Final Wall Depth 4-3/16" | | | |
| | | Trim - Stool and Apron - Add Stool and Apron to Picture Frame | Qty | 1 |
| | | Disposal - Disposal per Unit | Qty | 1 |
| | | FFW < 48 - Install 48 inches or less wide FFW | Qty | 1 |
| | | Over 60 tall - Install adjustment over 60 tall FFW | Qty | 1 |
| | | Exterior Paint Charge - Paint Exterior of Window | Qty | 1 |
| | | CT Trim Interior - Picture Frame Circle Top - Interior | Qty | 1 |
| | | CT Trim Exterior - Picture Frame Circle Top Exterior | Qty | 1 |
| Line # | Location: | Attributes | | Qty |
| 25 | Lift | Lift | | 1 |

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Pella Windows & Doors will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation, nor Pella Windows and Doors of Boston will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to, or obligations which are inconsistent with Pella written warranties.

Customer: Al Knight

Project Name: XAPD Pete Hannigan Portland ME

Order Number: 741PD0056

Quote Number: 1104978

Project Checklist has been reviewed

Credit Card Approval Signature

X Peter Hannigan

Customer Name (Please print)

PETE HANNIGAN

Pella Sales Rep Name (Please print)

X [Signature]

Customer Signature

[Signature]

Pella Sales Rep Signature

12/2/2009
Date

12/2/09
Date

| Order Totals | |
|-------------------------|--------------------|
| Taxable Subtotal | \$27,233.35 |
| Sales Tax @ 5% | \$1,361.67 |
| Non-taxable Subtotal | \$9,271.96 |
| Total | \$37,866.98 |
| Deposit Received | \$12,622.32 |
| Amount Due | \$25,244.66 |

NOTICE OF CANCELLATION

Customer Name: AL KNIGHT
(Please print)

Date of transaction: 12/5/09

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

Pella Windows and Doors, at 45 Fondi Rd., Haverhill, MA 01832

not later than midnight of 12/5/09 (three business days from the date of transaction above).

I hereby cancel this transaction.

(Date)

(Buyer's signature)

PELLA WINDOWS AND DOORS CONTRACT

1. TERMS AND CONDITIONS

These Terms and Conditions are an integral part of the contract set forth on the Product Order (the "Contract") between New England Window and Door LLC dba Pella Windows & Doors, Inc. ("Pella") and the person(s) identified on the Product Order ("Owner") to supply the products (the "Products"), and perform the work (the "Work") described or referred to in such Contract. For Product Only purchases, a signed "Product Only Addendum" is a required part of the contract.

2. OWNER

Pella is not responsible for any existing security systems. Owner shall remove all shades, verticals, blinds, curtains, drapes or window mounted air conditioners, prior to the installation of the Products. Pella's installers are not responsible for the removal or installation of these types of items. Pella is not responsible for pre-existing window coverings fitting on newly installed Pella windows.

The Owner shall provide complete access to the work site between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Friday) for Pella's installers to deliver the Products and perform the Work.

3. PELLA

Pella will be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Pella will be responsible for the Work of its Pella Contractors who will install the Products.

Unless provided otherwise in the Work description, Pella will provide and pay for all labor, materials, equipment, tools and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

The materials and equipment furnished under the Contract will be good quality and new unless otherwise required or permitted, the Work will be free from defects not inherent in the quality required or permitted, and the Work conform with the requirements of this Contract. Pella shall not be responsible for damages or defects caused by abuse, modifications not executed by Pella, improper or insufficient maintenance, improper operation or normal wear and tear. Pella will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work.

4. CHANGES

The Owner may order in writing changes in the Work consisting of additions, deletions, or modifications ("Change Order"). Any Change Order shall include an adjustment to the Price and the Substantial Completion Date, as determined by Pella. Pella reserves the right to approve or disapprove any Change Order and any such Change Order must be signed by both Owner and Pella to be effective.

5. SUBSTANTIAL COMPLETION

Owner understands and agrees that the Substantial Completion Date is an estimate only and that the actual date on which the Work is completed may be extended to allow for Change Orders requested by Owner or if the time to complete the Work is affected by conduct of the Owner, weather, labor disputes, availability of subcontractors, acts of God, fire or other causes reasonably beyond Pella's control. If for any reason the Work is not fully completed by the Substantial Completion Date (including any extensions contemplated above), but is substantially completed by such date, i.e., the Product has been installed, but minor parts or components are missing or need to be replaced or repaired, a hold back proportionate to the cost of remaining parts or work to be completed is acceptable. However, the holdback will not exceed the amount of the completion costs or 10 % of the remaining unpaid balance of the Price, whichever is less.

6. FINANCING

If payment of the Price is financed with a financial institution through Pella, all financing paperwork must be completed upon signing of this Contract and the requisite approvals and authorizations for the full amount of the requested financing shall have been received from the financial institution.

7. PAYMENTS

Pella shall be entitled to stop the Work upon written notice to Owner for any material default or failure by Owner, including but not limited to, the Owner's failure to pay Pella the amount due within seven days after the date payment is due.

8. CORRECTION OF WORK

Pella shall correct installation Work not in conformance with the requirements of the Contract, if notified in writing by the Owner within two years after the Completion Date or, if earlier, the date on which the Work is substantially completed and payment of the Purchase Price made subject to a holdback as provided above. Correction of Work as herein provided shall be Owner's sole remedy for defective workmanship, and is provided in lieu of any and all other remedies. Pella's obligation to correct Work is conditioned on Pella's prior receipt of all payments then due.

9. LIMITED PRODUCT WARRANTY

Pella shall warrant all Pella products, but only in accordance with the Pella Windows & Doors Limited Warranty. THIS LIMITED WARRANTY SHALL BE THE SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND PELLA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

10. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL PELLA BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER FORESEEN OR UNFORESEEN.

11. HOME IMPROVEMENT PROJECTS

OWNERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT: <http://www.maine.gov/ag/index.php?r=protection&s=construction> OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 State House Station, Augusta, ME 04333 (207) 626-8800

12. DISPUTES

If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

- A. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (_____)
- B. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (_____)
- C. Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences ()

13. NOTICE OF CANCELLATION

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement.

See the attached Notice of Cancellation for an explanation of this right.

X _____
Customer signature

12/2/2009

Date

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Note: Your project may also require a building permit. Please call Building Inspections (874-8703) to make this determination.

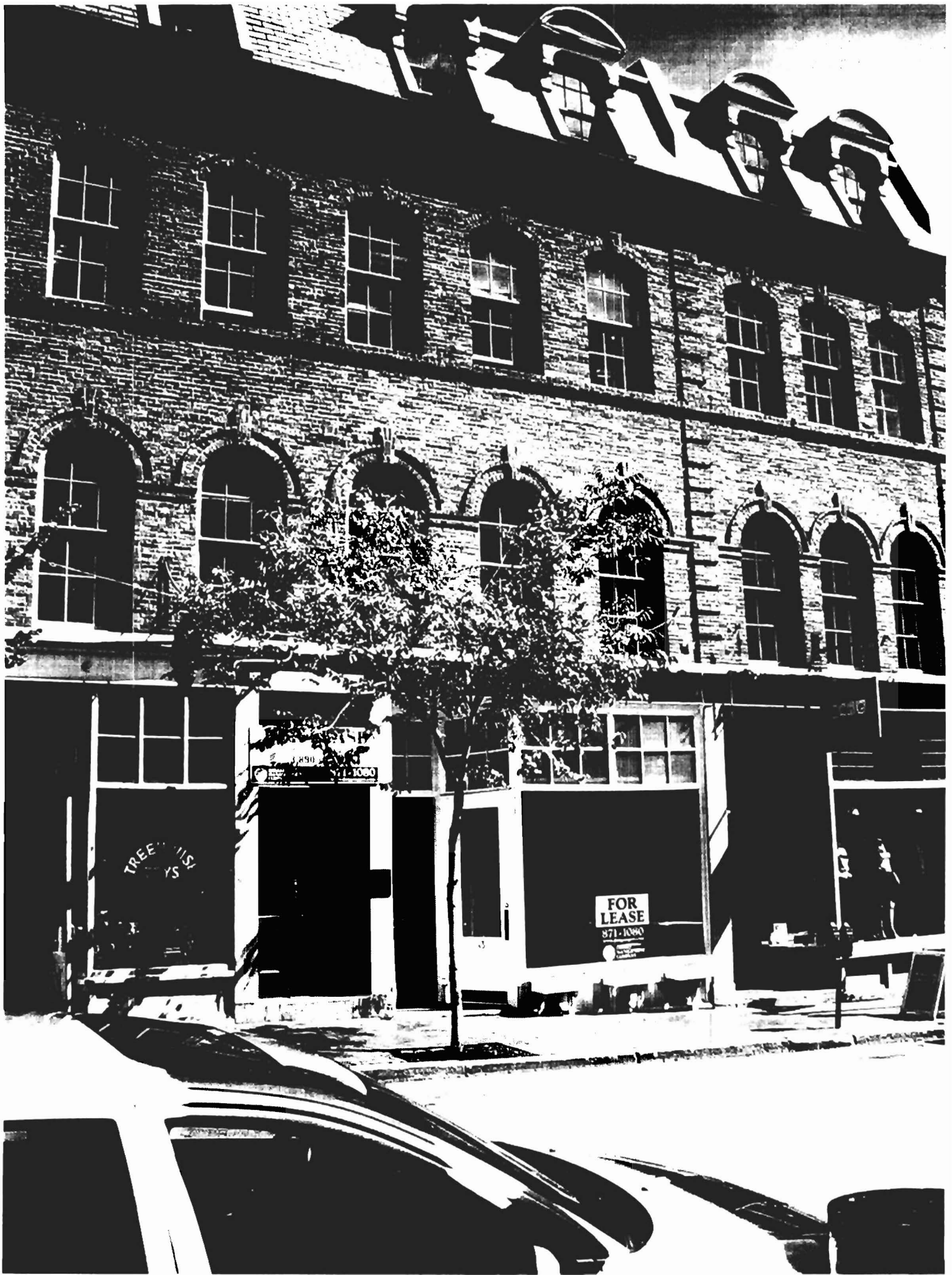
Sincerely,

A handwritten signature in black ink that reads "Deborah Andrews". The signature is written in a cursive style with a large, stylized initial "D".

Deborah Andrews

Historic Preservation Program Manager

cc: Peter Dardano, Pella Windows & Doors
Approval File



TREE HOUSE

871-1080

FOR LEASE

871-1080

