

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

Location of Construction: 110 Exchange St		Owner: Salt, Inc.		Phone: 761-0660		Permit No: 990610	
Owner Address: P.O. Box 7800 Portland 04112-7800		Lessee/Buyer's Name: Salt, Inc.		Phone:		Business Name:	
Contractor Name: Doten Construction		Address: S. Freeport Rd, Freeport 04032		Phone: 865-4412		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: JUN 14 1999 CITY OF PORTLAND </div>	
Past Use: Business		Proposed Use: Literary Inst.		COST OF WORK: \$ 178,450 PERMIT FEE: \$ 910.00			
Proposed Project Description: Change of Use Business to Literary inst. w/interior renovations		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>		INSPECTION: Use Group: B Type: 33 Signature: <i>[Signature]</i>		Zoning: CBL: 032-H-001	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: _____ Date: _____		Zoning Approval: 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: UB		Date Applied For: sp June 9, 1999	

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
- Building permits do not include plumbing, septic or electrical work.
- 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..

PERMIT ISSUED WITH REQUIREMENTS

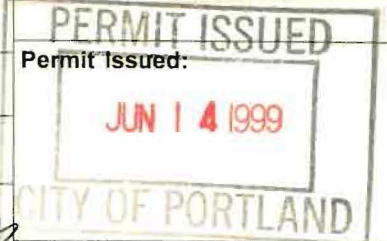
CERTIFICATION

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

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: June 9, 1999 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: _____

CEO DISTRICT 1

COMMENTS

7/14 Pro Eng. Fructing with Steve Dastan & Dana on-site
no structural work being done will call for rough plumbing
next DD

7/29 Rough Plumbing & B. 1st floor bath framing OK DC

8/12 Framing OK DC

9/9 Final - Require Fire stopped Penetrations with Deckers plumbing
before installation DC

9/13 Final OK DC

Inspection Record

Type

Date

Foundation: _____

Framing: _____

Plumbing: _____

Final: _____

Other: _____

BUILDING PERMIT REPORT

DATE: 10/June/99 ADDRESS: 110 Exchange ST. CBL: 032-H-001

REASON FOR PERMIT: Change of use business To Literary inst./int. res.

BUILDING OWNER: SALT, Inc.

PERMIT APPLICANT: _____

USE GROUP B BOCA 1996 CONSTRUCTION TYPE 3B

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1 *11, *20, *23, *27 *29 *31, *32, *33

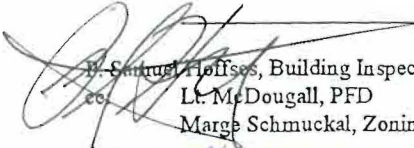
1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Foundation 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. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
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. (Section 2305.17)
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. This is done to verify that the proper setbacks are maintained.
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. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
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. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
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 1/4" 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. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
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. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)
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/1996), and NFPA 101 Chapter 13 &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

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.

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 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/1996)
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/1996).
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.
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. _____
35. _____
36. _____


B. Samuel Hoffses, Building Inspector
cc. Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

PSH 12-14-98 

**On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.

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**

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):		110 EXCHANGE STREET		04112	
Total Square Footage of Proposed Structure		10,000	Square Footage of Lot		2,600
Tax Assessor's Chart, Block & Lot Number		Owner: SALT, INC.		Telephone#: 761-0660	
Chart#	Block#	Lot#			
32	H	1			
Owner's Address: 110 EXCHANGE STREET P.O. BOX 7800 PORTLAND, MAINE 04112-7800		Lessee/Buyer's Name (If Applicable) SALT, INC.		Cost Of Work:	Fee
				\$178,450	\$910.00
Proposed Project Description:(Please be as specific as possible) C.O.U. from BUS to Literary inst. LITERARY INSTITUTION OFFERING EDUCATIONAL PROGRAMS FOR UNDERGRADUATE AND GRADUATE STUDENTS, PUBLICATIONS, GALLERY + DOCUMENTARY ARCHIVE. interior renovations					
Contractor's Name, Address & Telephone DOTEK CONSTRUCTION, SOUTH FREEPORT RD, FREEPORT, ME 04032				TEL: 865-4412	Rec'd By UTS
Current Use: BUSINESS OFFICES			Proposed Use: LITERARY INSTITUTION		

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, Ventillation 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

CALL FOR P/U HUGH French
761-0660

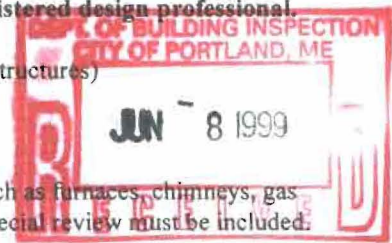
Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

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: <i>H.T. RM</i>	Date: JUNE 8, 1999
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Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.
Additional Site review and related fees are attached on a separate addendum

LAND USE - ZONING REPORT

ADDRESS: 110 Exchange St DATE: 6/10/99

REASON FOR PERMIT: change of use with interior renovations

BUILDING OWNER: SALT, INC C-B-L: 32-H-1

PERMIT APPLICANT: owner

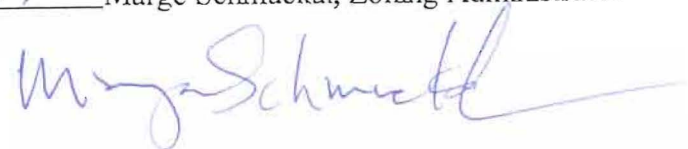
APPROVED: with conditions DENIED: _____

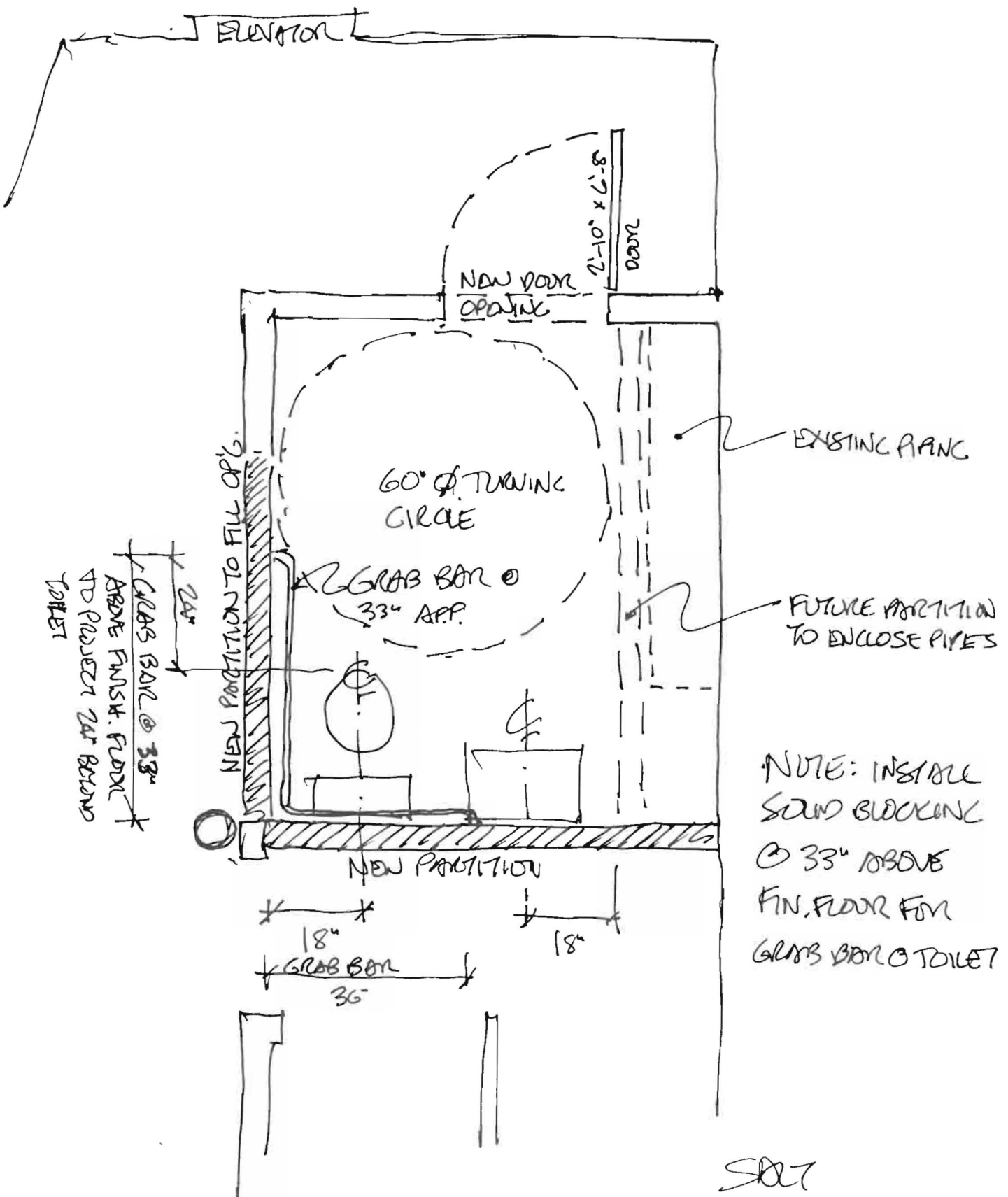
#1, #8, #11

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
3. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
4. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment.
5. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will **not** be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the _____ in place and in phases.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is **not** an approval for an additional dwelling unit. You **shall not** add any additional kitchen equipment, such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
11. Other requirements of condition This building is in a Pedestrian Activity District which allows only specific "PAD" uses within the 1st Floor Area. The proposed gallery use is an allowable use. Please be aware of this ordinance for any future changes.

Marge Schmuckal, Zoning Administrator





NOTE: INSTALL
SOUND BLOCKING
@ 33" ABOVE
FIN. FLOOR FOR
GRAB BAR @ TOILET

SJL
14 FLOOR BATHROOM
30 JUNE 99
SCALE 1/2" = 1'-0"

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from **SALT Inc. or assigns**, whose mailing address is **17- 19 Pine Street, Portland, Maine** (hereinafter called "Purchaser"), this **12th** day of **March**, 1999, the sum of **fifteen thousand dollars (\$15,000.00) within 48 hours of acceptance** as earnest money deposit toward purchase of real estate located at **110 Exchange Street** in the city of **Portland**, County of **Cumberland**, State of Maine, describe as follows **a four story brick office/ retail commercial building, consisting of approximately 10,644 square feet** and being more fully described at said County's Registry of Deeds in Book **13890**, Page **047,048,049**, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable) **existing benches, cabinets, and wall coverings, maintenance equipment, machinery, tools and supplies, furniture and furnishings used by Seller in connection with operation or maintenance of the premises, such personal property to be conveyed by a good and sufficient warranty bill of sale free of all encumbrances.**
2. **PURCHASE PRICE:** The total Purchase Price is **five hundred and twenty thousand Dollars (\$520,000.00)**, with payment to be made as follows:
 Earnest money deposit (**within 48 hours of acceptance**): **\$15,000.00**
 Balance due at closing, by bank or certified check: **\$505,000.00**
3. **EARNEST MONEY/ACCEPTANCE:** **Malone Commercial Brokers** ("Escrow Agent") shall hold the earnest money in a interest bearing account with the accrued interest payable to Purchaser at Closing and act as escrow agent until closing; this offer shall be valid until **Friday March 12, 1999 at 11:00 AM**. 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, **within ninety(90) days of the Effective Date of this contract (see attached Schedule A)**. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph, 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 **7** days thereafter, at Purchaser's option, withdraw said earnest money and interest earned and neither party shall have any further obligation hereunder. Seller 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 covenants, conditions, easements and restrictions of record which in the sole opinion of the Purchaser do not materially affect the intended 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, **the building will be vacant of all tenants (see attached Schedule A)**
7. **POSSESSIONS/OCCUPANCY:** Possessions/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 be at closing 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. 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 required by the laws of the State of Maine.
 - e. Estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller
10. **INSPECTIONS:** Purchaser is advised to seek information from professional regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Selling Agent and Listing Agent make no 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	YES	NO	RESULTED	REPORTED	TYPE OF INSPECTION	YES	NO	RESULTED	REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days	g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u> days	i. ADA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days
d. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days	j. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u> days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within	<u> </u> days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> days
f. Asbestos Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within	<u>20</u> 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 and interest earned 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 INCOME AND EXPENSE INFORMATION.** Purchaser shall have **20** days from receipt by Purchaser from Seller copies of all property and expense information regarding the property, which information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser, 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 earnest money and interest earned 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 (1.) Purchaser's obtaining within **60** days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than **90%** of the purchase price at an initial interest rate not to exceed **9.0%** per annum and amortized over a period of not less than **20** years, (2.) the funding of such loan at the closing. 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 **60** 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 does not notify Seller that he has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be and is deemed to have satisfied and/or waived this financing contingency.

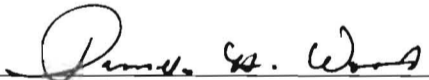
- 13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that **Marc Fishman** ("Selling Agent") is acting as a **Buyers** agent in this transaction and is representing **the Purchaser** and that **Joseph Malone/ Peter Harrington** ("Listing Agent") is acting as a **Sellers** agent in this transaction and is representing **the Seller** (both Selling Agent and Listing Agent hereinafter called "Brokers").
- 14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract, Seller shall retain the earnest money together with any interest thereon as full and complete liquidated damages, and 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 shall not return the earnest money to Purchaser or Seller without written releases from both parties. 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 shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. 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 dispute.
- 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 American Arbitration Association. 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, agreement 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 representative, 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 their agents. Time is of the essence of this Contract.
- 20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 1).
- 21. ADDENDA: This contract has addenda containing additional terms and conditions: Yes X No **Schedule A**

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 law 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 Seller furnishes to Purchaser a certificate by the Seller stating, under penalty or perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

SALT Inc.
Legal Name of Purchaser

01-0353371
Tax I.D. #


Signature

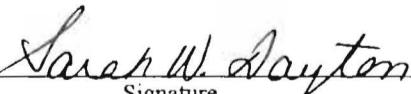
President
Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is not listing agreement, the sum of **seven (7%) percent of the gross sale price**. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Seller, provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this 12th day of March, 1999.

Dayton Properties, Inc
Seller

01-0515251
Social Security # or Tax I.D. #


Signature

President
Name/Title, there unto duly authorized

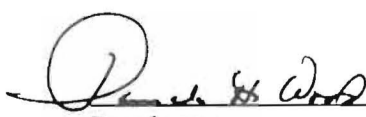
The Listing Agent is Joseph Malone/ Peter Harrington of Malone Commercial Brokers (Agency)
The Selling Agent is Marc R. Fishman of Fishman Realty Group (Agency)

EFFECTIVE DATE OF CONTRACT: 3/12, 1999

Schedule A - Additional Contingencies

22. Sara and Greg Dayton or Dayton Properties, Inc., (Seller) agree to enter into a binding contract to purchase SALT, Inc. (Purchaser) properties located at 17 & 19 Pine Street, Portland, Maine simultaneously with the Effective Date of this Contract. The purchase price of the aforementioned properties will be \$370,000.00 to be paid as follows: \$10,000.00 in earnest money within 48 hours of signing this Contract and \$360,000.00 at the time of closing. Inspections will be completed within 20 days of the Effective Date of this contract, and financing within 60 days of this contract. The closing date will be within 90 days of the Effective Date of this Contract in order to coincide with the closing of 110 Exchange Street, Portland. If such a binding Contract has not been signed simultaneously with the Effective Date of this Contract, then this Contract shall be null and void and said earnest money and interest earned shall be returned to Purchaser.
23. With the written agreement of both Purchaser and Seller, the simultaneous closing of properties at 110 Exchange Street owned by Dayton Properties, Inc. and properties at 17 & 19 Pine Street owned by SALT, Inc. may take place earlier than ninety(90) days from the Effective Date of this Contract, or as early as May 10, 1999.
24. It is further agreed that space will be made available at 110 Exchange Street within 20 days of closing to allow SALT, Inc to move furniture, equipment and inventory from 17 - 19 Pine Street. So long as said space is provided in sufficient quantity to accomodate SALT's items, SALT, Inc agrees to provide 17 Pine Street free of all tenants and personal property at closing. Furthermore, SALT, Inc will provide 19 Pine Street in like condition as soon after closing as possible, but in no event later than two weeks after closing. SALT, Inc. will continue its liability and personal property insurance on contents and employees at 17 & 19 Pine Street during this brief relocation period. All items prorated under #9 (PRORATIONS) will continue to be prorated and shall be the responsibility of SALT, Inc. to pay until the buildings are vacant of all SALT, Inc property.
25. Seller agrees to furnish to Purchaser within seven (7) days of the Effective Date of this Contract, all title opinions, title insurance policies, and architectural drawings in possession, custody or control of Sellers and Brokers, relating to the premises of 110 Exchange Street.
26. The property sale is contingent upon the property being vacant, free of all tenants, prior to the Closing Date. If this contingency is not met, Purchaser may declare this Contract null and void by notifying Seller in writing and said earnest money together with interest earned shall be returned to Purchaser.
27. Purchaser represents to Seller and Seller acknowledges that part of the inducement and consideration for Purchaser entering into this Contract is the execution simultaneously or near simultaneously herewith, of a separate Contract of Sale whereby the Seller herein agrees to purchase Purchaser's properties located at 17 and 19 Pine Street, Portland, Maine. Purchaser and Seller agree, one with the other, that in the event any of the contingencies contained herein cause the Contract to become null and void, or if a closing fails to occur for any reason, then in that event, said Contract of Sale of Purchaser's properties located at 17 and 19 Pine Street, Portland shall become null and void. Any failure to close on 17 and 19 Pine Street, Portland does not effect the Purchaser's rights in relation to property purchase of 110 Exchange Street, Portland.
28. Contract of Sale for Purchaser's properties at 17 and 19 Pine Street, Portland, Maine shall state that SALT, Inc. will pay a Broker's commission of \$10,000.00 for sale of these properties to Dayton Properties, Inc. or Sara and Greg Dayton. Commission to be divided between Marc R. Fishman of Fishman Realty Group ("Selling Agent") and Joseph Malone/ Peter Harrington of Malone Commercial Brokers ("Listing Agent") as disclosed in #13, AGENCY DISCLOSURE.
29. Seller makes no representations or warranties concerning the condition of the premises (other than warranties of title, if any, contained in the deed to be delivered by Seller to Purchaser) or their compliance with any laws, rules and regulations, including, without limitation, environmental laws, rules and regulations, and Purchaser expressly agrees that the premises are being sold "as is, where is", with all faults, and that Purchaser is relying solely on its own opinion or the opinions of Purchaser's agents as to the condition of the premises and the compliance of the premises with any laws, rules and regulations.

These conditions are an integral part of the attached Contract For The Sale Of Commercial Real Estate.


Purchaser
as President
Salt, Inc.
3/12/99
Date


Seller
3/12/99
Date