

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

INSPECTION PERMIT

Permit No. 032 H006001
PERMIT ISSUED
MAR 28 2006
CITY OF PORTLAND

This is to certify that 92 EXCHANGE ST LIMITED PARTNERSHIP/Sunrise Work work
has permission to Create conference room & interior renovations
AT 92 EXCHANGE ST L 032 H006001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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 when permission proceeds before this building or part thereof is occupied or closed-in. 4 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. Carol Case 3-17-06
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services 3/24/06

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0356	Date Applied For: 03/08/2006	CBL: 032 H006001
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Location of Construction: 92 EXCHANGE ST	Owner Name: 92 EXCHANGE ST LIMITED PAR	Owner Address: 92 EXCHANGE ST	Phone:
Business Name:	Contractor Name: Sunrise Woodworks/ Richard Thom	Contractor Address: Potato Hill Road Meriden	Phone: (603) 469-3304
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial/ Professional Offices- Create conference room & interior renovations	Proposed Project Description: Create conference room & interior renovations
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 03/17/2006

Note: **Ok to Issue:**

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

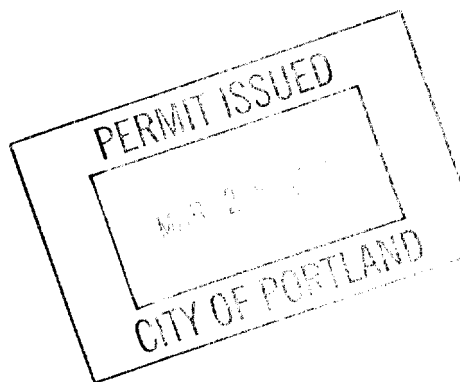
Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 03/24/2006

Note: **Ok to Issue:**

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 03/17/2006

Note: **Ok to Issue:**

- 1) All existing life safety systems shall be reviewed for compliance.
- 2) All construction shall comply with NFPA 101



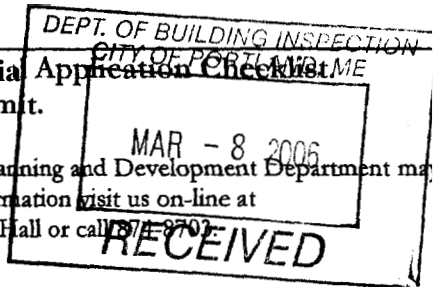


General Building Permit Application

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.

Total Square Footage of Proposed Structure 4,200 +/-		Square Footage of Lot 2,100 +/-	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 32 6		owner: Mainescape Properties, LLC	Telephone: 874.0909
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone: Mainescape Properties, LLC 217 Commercial St. Ste 200 Portland, ME 04101	cost Of Work: \$5,000.00 Fee: \$ _____ C of O Fee: \$ _____
<p>Project description: Construct wall on 2nd floor to create a conference room; rearrange lighting on 2nd and 3rd floor; move wall on 3rd floor. All walls are non-load bearing.</p>			
<p>Contractor's name, address & telephone: Richard Thompson, Sunrise Woodworks, Potato Hill Rd. Meriden, NH 1-603-469-3304. Who should we contact when the permit is ready: Peter Thompson, 874-0909 Mailing address: Phone: 874-0909 217 Commercial St. Ste 200 Portland, ME 04101</p>			

Please submit all of the information outlined in the Commercial Application 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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-0909.

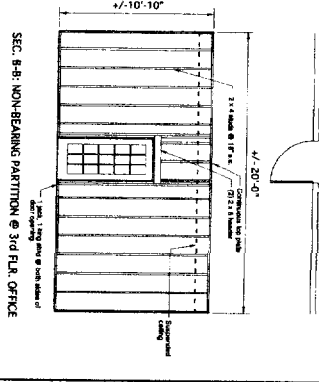
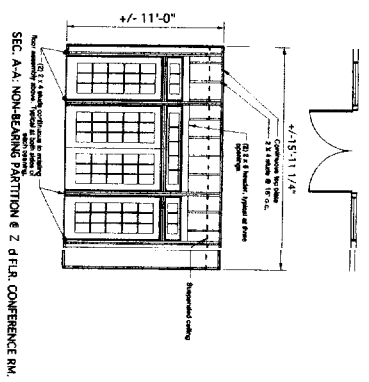
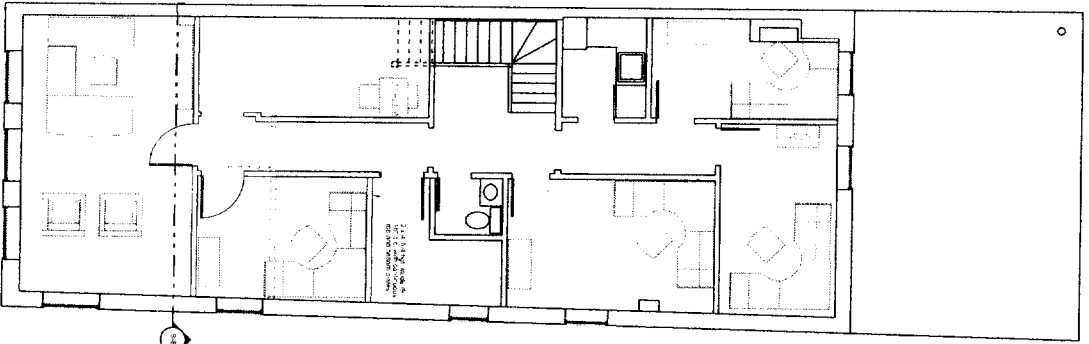
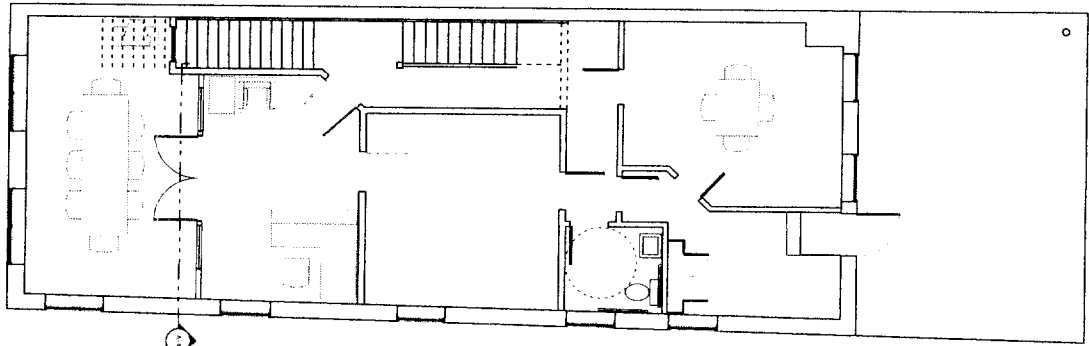
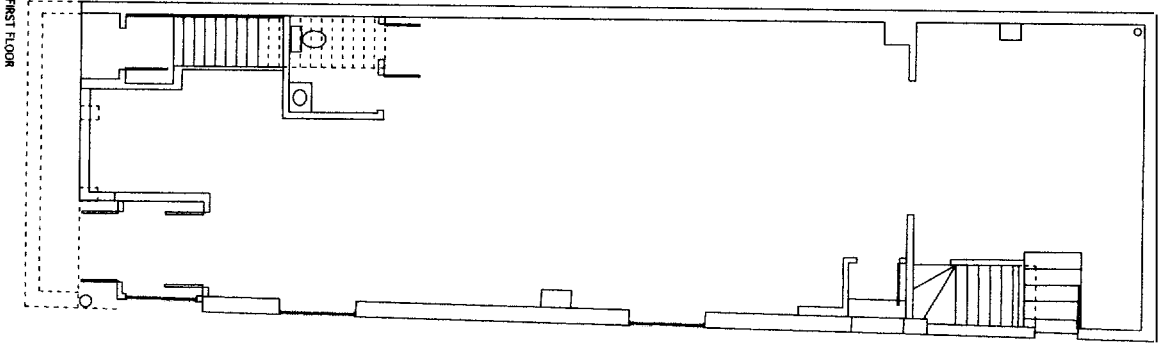
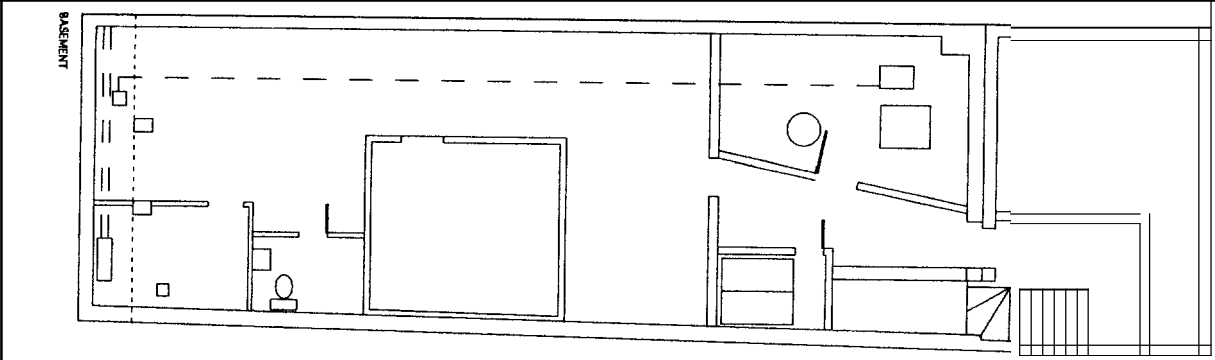
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of applicant: [Signature] Date: 3/8/06

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

HOPING TO START WORK ON APRIL 1ST, 2006.

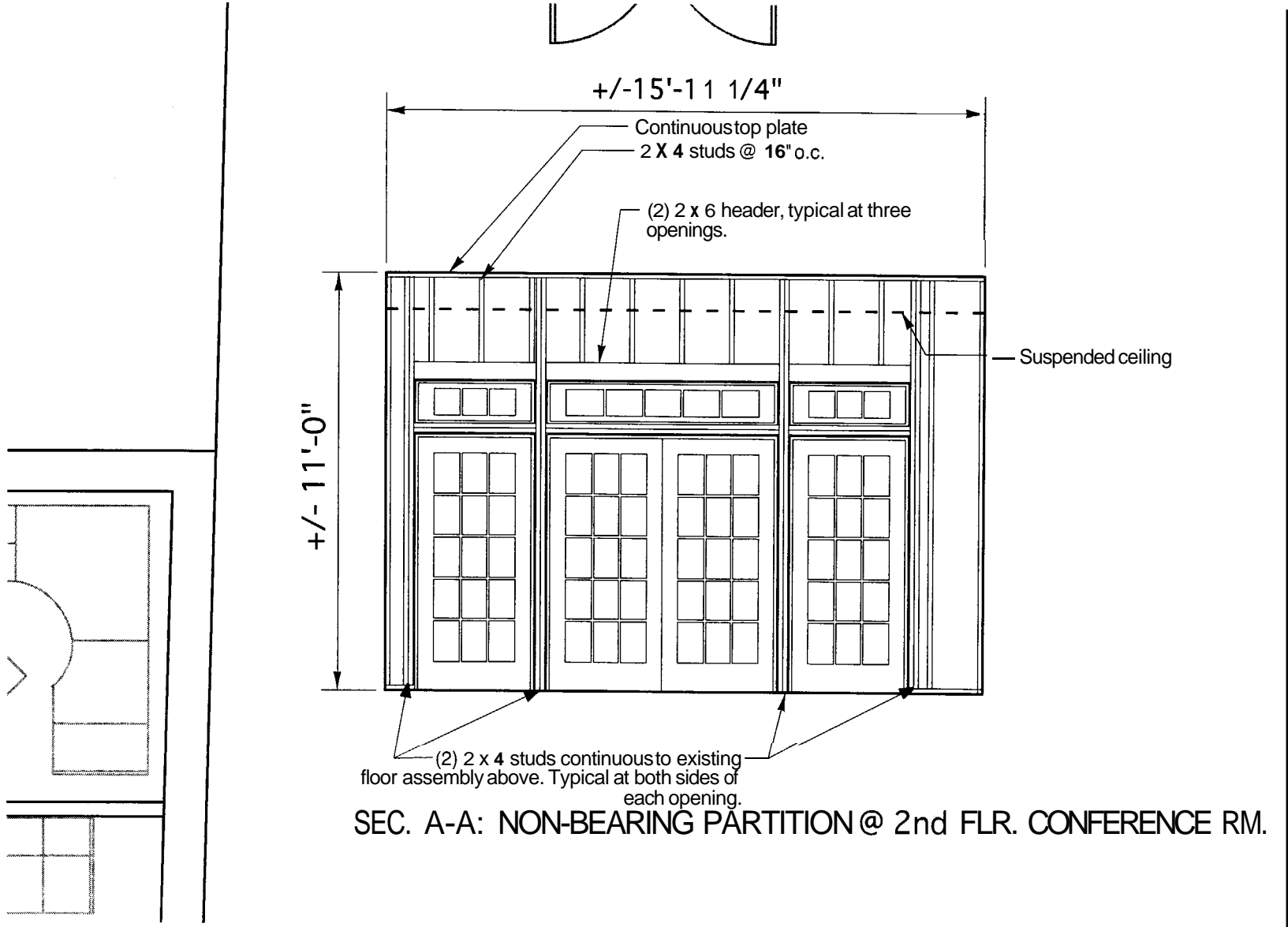
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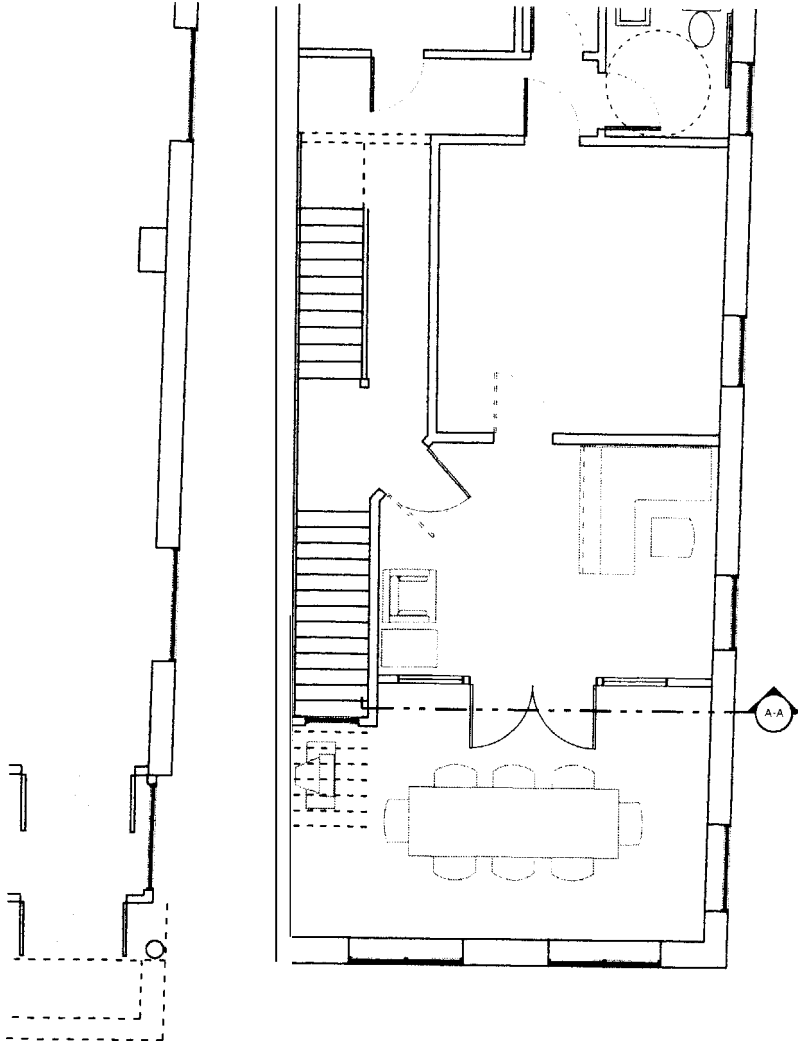


**PETER THOMPSON
LAW OFFICES**
92 Exchange Street
Portland, Maine

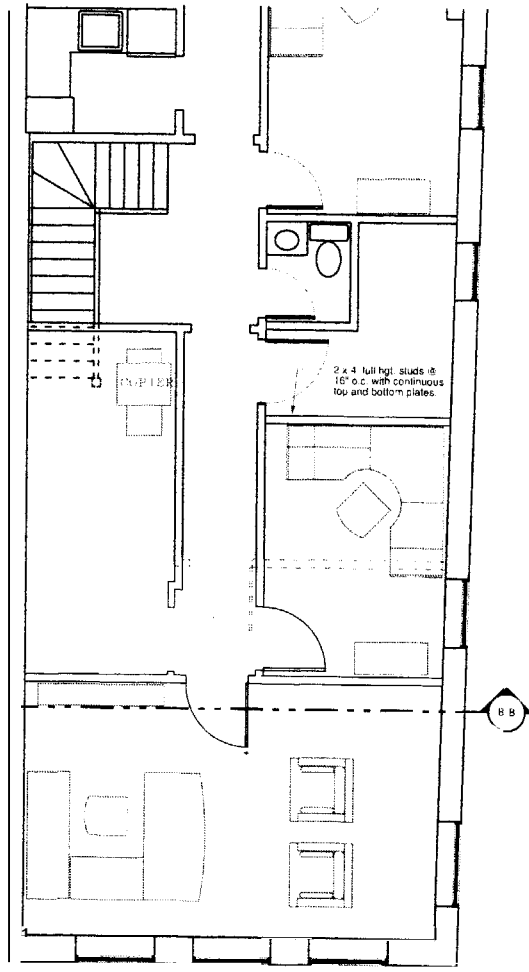
BY Design

SCALE: 1/8" = 1'-0"
DRAWN BY: BJB
DATE: JUNE
PROJECT NO.: **A100**

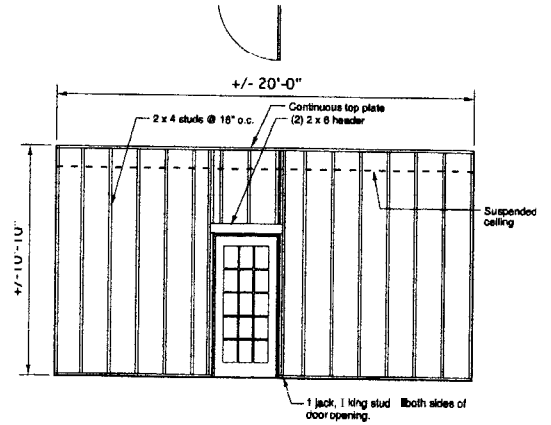




SECOND FLOOR

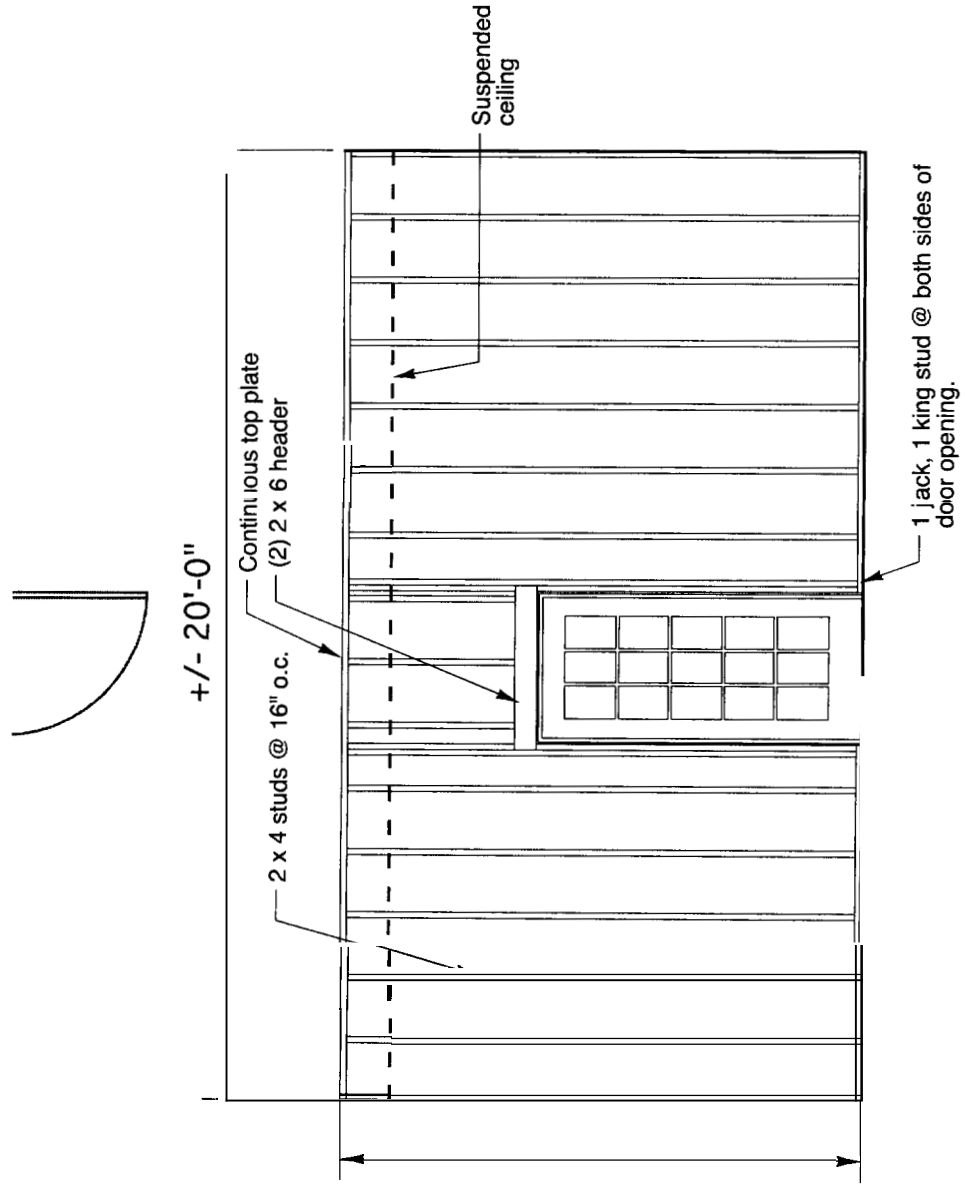


THIRD FLOOR

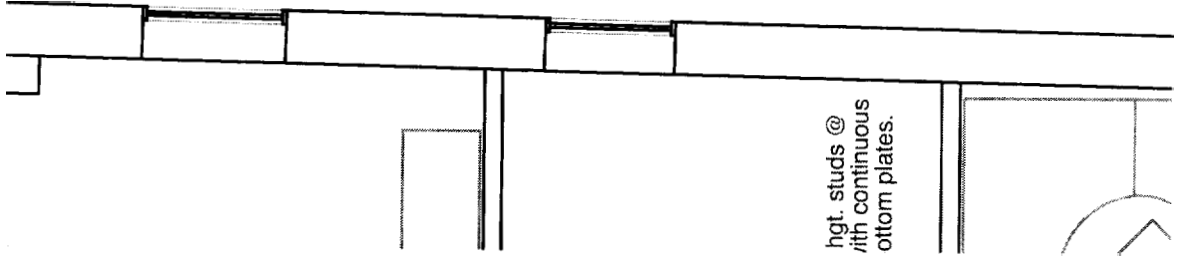


SEC. B-B: NON-BEARING PARTITION @ 3rd FLR. OFFICE

PETER THOMPSON LAW OFFICES 92 Exchange Street Portland Maine		By Design
SCALE	1/4" = 1'-0"	
DRAWN BY:	BBB	PROPOSED LAYOUT A100
DATE:	3/28/06	
PROJECT NO.:		



SEC. B-B: NON-BEARING PARTITION @ 3rd FLR. OFFICE



hgt. studs @
with continuous
bottom plates.



Individual Member
Individual Membership



Specialist,
Industrial and
Office Real Estate



CB RICHARD ELLIS

CONTRACT FOR THE SALE OF REAL ESTATE

Date: 1/3/06

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

RECEIVED OF: Peter Thompson and/or Assigns whose mailing address is 217 Commercial Street, Portland, ME 04101, hereinafter called the Purchaser(s), the sum of ~~Ten Thousand and 00/100~~ Dollars (\$10,000) 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 92 Exchange Street being all the property owned by the Seller(s) at the above address, and described at said County's Registry of Deeds Book 10340, Page 140 and further described as: a .049 +/- acre parcel improved by a three-story 4,222 +/- sf brick building and further referenced by the City of Portland Assessor as Map 32, Block H, Lot 6 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 Seven Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$762,500) to be paid **as** follows: earnest money deposit included herein, an additional \$15,000 deposit upon completion of satisfactory inspections of paragraph 10 and the balance to be paid by bank check or wire transfer funds at closing.
3. **EARNEST MONEY/ACCEPTANCE:** Morrison Real Estate shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until January 3, 2006 at 4:00 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 March 4, 2006. 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, pro rated rent to the Seller(s) shall include the day of closing.
 - 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):

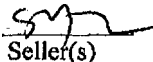
Seen and agreed to: SMT
Seller(s)

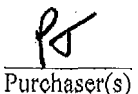
PT
Purchaser(s)

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 <u>21</u> days	g. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Environmental Scan	<input type="checkbox"/>	<input type="checkbox"/>	Within <u>21</u> days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Other: zoning for renovation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>21</u> 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.

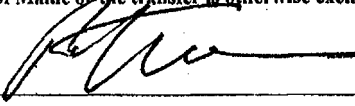
11. FINANCING: This contract is subject to an approved **first** mortgage of **80%** of the purchase price, at an interest rate not to exceed **7.5%** per annum and amortized over a period of not less than **twenty (20)** years.
 - a. If Seller, or Seller's agent, is not notified to the contrary in writing within **thirty** days of the effective date of this contract, then this financing condition shall be deemed to have been waived by Purchaser(s), with the exception of a satisfactory appraisal,
 - 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 **Buyer's** agent in this transaction and is representing **the Purchaser(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 retaining the earnest money as full and complete liquidated damages. If the Seller(s) fails to consummate this transaction, Purchaser(s) shall have the option of 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 telefacsimile copies, **with** the same binding effect **as** if the signatures were on one instrument. Original or telefacsimiled 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 **five (5)** days of the effective date of this contract. Purchaser(s) shall have **seven (7)** 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**
22. This Contract is subject to the satisfactory review and approval by the Seller's attorney within **24** hours of its full execution.

Seen and agreed to: 
Seller(s)


Purchaser(s)

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
 Peter Thompson and/or Assigns
 Name/Title

1/2/05

 Date
 143-62-9815

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

 Purchaser

 Name/Title


 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: per Morrison Real Estate's listing agreement. 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,

Signed this _____ day of _____, _____, Effective date of Contract: _____,

The Listing Licensee is Steve Morrison of Morrison Real Estate (Company).
 The Selling Licensee is Drew Sleftridson of CBRE/The Boulos Company (Company).



 Seller
 92 Exchange St Limited Partnership
 Name/Title

1/3/05

 Date

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


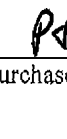
 Seller

 Name/Title

 Date

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

Offer reviewed and refused on _____, _____, _____, Seller

Seen and agreed to:  Seller(s)  Purchaser(s)

