

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
MAY 23 2001
CITY OF PORTLAND

Permit Number 0233 2001

This is to certify that HEGA REALTY TRUST / Benjamin Co. Co.

has permission to interior Demo

AT 545 CONGRESS ST

037 C017001

provided that the person or persons, firm or corporation accepting this permit shall comply of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regarding the construction, maintenance and use of buildings and structures, and of the application of 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 altered or closed-in. HEAVY 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. *[Signature]*

Health Dept. _____

Appeal Board _____

Other _____
Department Name

[Signature]
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 ISSUED

MAR 23 2005

Permit No: 05-0243	Issue Date: MAR 23 2005	CBL: 037 C017001
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Location of Construction: 545 CONGRESS ST	Owner Name: HEGA REALTY TRUST	Owner Address: 218 EAST RD	Phone:
Business Name:	Contractor Name: Benjamin Construction Co.	Contractor Address: 4 Diamond Ridge Way Falmouth	Phone: 2077818297
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B3

Past Use: Commercial/ Wilson building	Proposed Use: Commercial /interior Demo	Permit Fee: \$471.00	Cost of Work: \$50,000.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: DEMO ONLY Type: 3/23/05	

Proposed Project Description: interior Demo	Signature: <i>[Signature]</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: Idobson	Date Applied For: 03/10/2005	Zoning Approval
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<ol style="list-style-type: none"> 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.. 	<p style="text-align: center;">Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>interior Demo only</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM Date: <i>3/17/05</i>	<p style="text-align: center;">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 style="text-align: center;">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 type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0243	Date Applied For: 03/10/2005	CBL: 037 C017001
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Location of Construction: 545 CONGRESS ST	Owner Name: HEGA REALTY TRUST	Owner Address: 218 EAST RD	Phone:
Business Name:	Contractor Name: Benjamin Construction Co.	Contractor Address: 4 Diamond Ridge Way Falmouth	Phone (207) 781-8297
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial /interior Demo	Proposed Project Description: interior Demo
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 03/17/2005	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 03/23/2005	Ok to Issue: <input checked="" type="checkbox"/>
Note: 1) Interior Demo only, Planning oked per Ethan B/M.				
Dept: Fire	Status: Approved	Reviewer: Lt. MacDougal	Approval Date: 03/21/2005	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
Dept: Fire	Status: Approved	Reviewer: Lt. MacDougal	Approval Date: 10/11/2004	Ok to Issue: <input checked="" type="checkbox"/>
Note:				

From: Ethan Boxer-Macomber
To: Marge Schmuckal; Sarah Hopkins
Date: Fri, Mar 18, 2005 8:08 AM
Subject: Re: The Winslow Block - 545 Congress St.

I'll run the plans down to Marge this morning. Once the Board has closed the amendment issue (this Tuesday evening), a demo permit should be okay from Planning's perspective.
Ethan

>>> Sarah Hopkins 3/17/05 3:50:20 PM >>>

they are going back to the Board on Tuesday to add 5 more residential units where the swank architectural office was going to be. I guess the only question is whether the zoning is alright.

>>> Marge Schmuckal 03/17/2005 2:43:56 PM >>>

Sarah,

What is the status of this site plan? We have a permit to allow interior demolition. I can sign off on zoning at this point. Please let Mike know whether we can release a permit for demolition only.

Marge

CC: Mike Nugent

From: Marge Schmuckal
To: Sarah Hopkins
Date: Thu, Mar 17, 2005 2:43 PM
Subject: The Winslow Block - 545 Congress St.

Sarah,
What is the status of this site plan? We have a permit to allow interior demolition. I can sign off on zoning at this point. Please let Mike know whether we can release a permit for demolition only.
Marge

CC: Mike Nugent

Congress Joint Development, LLC
10 Dana Street – Suite 400
Portland, ME 04101
(207)-450-7100

March 10, 2005

City of Portland
Inspection Services Division
389 Congress Street
Portland, ME 04101

37C17

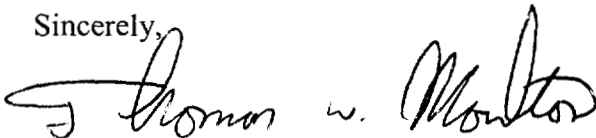
RE: Demolition Permit for 545-549 Congress Street (Winslow Building)

Dear Sir/Madam:

Please find enclosed a completed application for a demolition permit pertaining to non-structural aspects of the above-referenced property. Also enclosed is a check for \$471.00 made out to the City of Portland to cover the demolition permit fee. There are still some conditions that need to be satisfied in order to draw a building permit, as per the planning board's approval of this planned project. However, we are seeking only a demolition permit and will have satisfied all of the City's conditions of the approval on the project prior to drawing a building permit. I believe that I have enclosed all of the appropriate documentation for the City's review and acceptance. All of the appropriate forms have been sent to the Department of Environmental Protection (DEP). I have confirmed our compliance of the process with John Bucci of the Maine DEP. I look forward to working with the City on this matter and hope that we can move forward in a timely fashion.

If there are any questions, please do not hesitate to give me a call at (207) 450-7100.

Sincerely,



Thomas W. Moulton, CCIM, SIOR
Congress Joint Development, LLC

All Purpose Building Permit Application for Demolition of A Structure

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>545-549 Congress Street, Portland (Winslow Bldg)</u>		
Total Square Footage of Proposed Structure <u>17,000 Square feet</u>	Square Footage of Lot <u>7041 Square feet</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>37</u> Block# <u>C</u> Lot# <u>17</u>	Owner: <u>Congress Joint Development LLC</u>	Telephone: (207) <u>883-3618</u> / <u>450-7100</u>
Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>Congress Joint Development LLC</u> <u>P.O. Box 6799</u> <u>Scarborough, ME 04070</u>	Cost Of Work: <u>\$50,000</u> Fee: <u>\$471.00</u> (Check enclosed)
Current use: <u>1st floor - retail / upper floors - vacant</u>		
If the location is currently vacant, what was prior use: <u>Business</u>		
Approximately how long has it been vacant: <u>45 days</u>		
Project description: DEMOLITION CALL LIST MUST BE SUBMITTED WITH THIS APPLICATION		
Contractor's name, address & telephone: <u>Benjamin Construction, Inc.</u> <u>12 Diamond Ridge way, Falmouth, ME 04105</u> <u>(207) 781-8297</u>		
Whom should we contact when the permit is ready: <u>Tom Moulton</u>		
Mailing address: <u>10 Dana Street, Suite 400</u> <u>Portland, ME 04101</u>		
Phone: <u>450-7100</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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: <u>Tom Moulton</u>	Date: <u>10 March 05</u>
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This is not a permit, you may not commence ANY work until the permit is issued. This is for residential demolition. Commercial demolition will require other types of permitting along with this permit, please inquire with support staff

389 Congress St Portland, Maine 04101 (207) 874-8703 FAX 874-8716 TTY 874-8936

**City of Portland
Inspection Services Division
Demolition Call List and Requirements**

Site Address: 547 Congress St.

Owner: Congress Joint Development LLC

Structure Type: Brick

Contractor: KDA Development Corp.

UTILITY APPROVALS

NUMBER

CONTACT NAME/DATE CONTACTED

Central Maine Power 1-800-750-4000
Verizon 1-800-941-9900
Northern Utilities 797-8002 ext 6241
Portland Water District 761-8310
Time Warner Cable Co. 253-2222
Dig Safe *** 1-888-344-7233

Cindy Dechens 1/31/05
Sue Sarrette 1/31/05
Janifer Tetreau 1/31/05
Tom Charette 1/31/05
Deb Payment 2/28/05

***(After Call, There is a wait of 72 Business Hours before digging can begin)

CITY APPROVALS

NUMBER

CONTACT NAME/DATE CONTACTED

DPW/ Traffic Division 874-8891
DPW/ Forestry Division 874-8389
DPW/ Sealed Drain Permit 874-8822
Building Inspections (Insp. Req'd.) 874-8703
Historic Preservation 874-8726
Fire Dispatcher 874-8576
DEP - Environmental (Augusta) 287-2651

(L. Cote)
(J. Tarling) Phone is out of Service
(C. Merritt) Carol Merritt 2/23/05
Deb Andrews 3/2/05
Sarah Hopkins
Ben Diaz 2/21/05
Sandy Moody 2/28/05

U.S. EPA Region I - No Phone call required. Just mail copy of State notification to:

Demo / Reno Clerk
US EPA Region I (SEA)
JFK Federal Building
Boston, MA 02203

37 C17

ADDITIONAL REQUIREMENTS:

- 1) **Written Notice to Adjoining Owners:** Only when written notice has been given by the Applicant to the owners of adjoining lots will a demolition permit be issued. **Provide a list of those notified and a copy of the notification sent with your completed application.**
- 2) **A Photo of the Structure(s) to be demolished must be submitted with your application.**
- 3) **Certification From an Asbestos Abatement Company that the building is asbestos-free may be required as per state law notification form attached.** - see attached reports

I have contacted all of the necessary companies / departments as indicated above and attached all required documentation.

Signed: J Thomas w Monitor

Date: 10 March 05

37 C17



IMPORTANT NOTICE

**TO CITY OFFICIALS, STATE OFFICIALS AND UTILITY COMPANIES
THE LOCATION OF 545 CONGRESS STREET
WINSLOW BUILDING**

FEBRUARY 22, 2005

NOTIFICATION:

Demolition will begin on or about March 1, 2005 on the interior of the above mentioned building. This will involve removal of all non-bearing items within the 2nd to 5th floor and basement work that does not interfere with the retail use.

FOR MORE INFORMATION:

If you have any questions, please call:

Tom Moulton
NAI The Dunham Group
10 Dana Street, Suite 400
Portland, ME 04101
(207)773-7100

mailed on 3/2/05

37 C17

IMPORTANT NOTICE

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 545 CONGRESS STREET
WINSLOW BUILDING**

JANUARY 31, 2005

NOTIFICATION:

Demolition will begin on or about February 3, 2005 on the interior of the above mentioned building. This will involve removal of all non-bearing items within the 2nd to 5th floor and basement work that does not interfere with the retail use.

FOR MORE INFORMATION:

If you have any questions, please call:

Tom Moulton
NAI The Dunham Group
10 Dana Street, Suite 400
Portland, ME 04101
(207) 773-7100

**Hega Realty Trust
218 East Road
Hampstead, NH 03841**

**Shepley, LLC
104 Grant St.
Portland, ME 04101**

**Spring Street Limited
Partnership
168 Summer St.
Weston, MA 02493**

**Spring Street Limited
Partnership
317 Glen Rd.
Weston, MA 02493**

**Survey Properties Inc. & Luke R
Reinhard
16 Casco St.
Portland, ME 04101**

CMP. Cindy Deschenes, CMP 162 Curco. Rd. Portland, ME 04103

Verizon 797-1906
5 Davis Farm Rd, Portland, ME 04103

Northern Utilities - POB 3586 Portland 04104

P.W.D. 225 Douglas St, Portland ME 04102

Time Warner Cable Co. 118 Johnson Rd, -Portland 04102

Dry Safe - 4th Floor
331 Montville Ave, Woburn MA 01801

DPW Traffic Division Lucy Cole, 55 Portland St
Portland 04101

DPW Forestry - " " "

DPW Sealed Drain Permit " "

Buildng Inspection

Historic Preservation - ~~Small Hydrant~~ 4th Floor City Hall 389 Congress St. Port. 04104
Deb Andrews DGA@PortlandMaine.gov

Fire Dept - 380 Congress St. 04101 case of Electrical Permit

D.E.P. Augusta - 17 St. As Sta Augusta 04333

Notices sent out

PROTECTION PROFESSIONALS

139 Newbury Street, Portland, Maine 04101-4215
 (207) 775-5755 • FAX (207) 775-1895 • E-mail: dhansen2@maine.rr.com

SALES, SERVICE AND MONITORING AGREEMENT

FULL LEGAL NAME OF SUBSCRIBER
 CONGRESS JOINT DEVELOPMENT LLC
 10 DANA STREET SUITE 400
 PORTLAND, MAINE
 04101

SYSTEM LOCATION
 CONGRESS JOINT DEVELOPMENT LLC
 545 CONGRESS STREET
 PORTLAND, MAINE
 04101

EQUIPMENT ESTIMATE # 1305 TEMPORARY RESIDENTAL FIRE ALARM WIRELESS SYSTEM
 TOTAL INVESTMENT COST \$1780.10

ANNUAL FEE SCHEDULE FOR SUBSCRIBER'S LOCATION

CATAGORIES	MONITORING WITH A 24 HOUR TEST	MONITORING WITH A WEEKLT TEST	MONITORING ALARM CONDITION ONLY	INSPECTION ANNUAL	CALIPRATION SMOKE DETECTORS	LABRATORY TESTING OF HEATS	OTHER
MONITORING OF THE ALARM SYSTEM	\$420						
FULL SERVICE WARRANTY FEE							
OPEN & CLOSING REPORTS							
ELEVATOR PHONE							
FIRE ALARM INSPECTION							
ALARM INSPECTION							

TOTAL ANNUAL FEE \$420

PAYMENT WILL BE MADE ANNUALLY IN ADVANCE UP TO DEC 31 OF FIRST YEAR
 THEREAFTER PAYMENT WILL COVER JAN 1 TO DEC 31 OF THE THEN CURRENT YEAR.

PROTECTION PROFESSIONALS

BY: DOUG HANSEN
 DATE: 3-9-05

FULL LEGAL NAME OF SUBSCRIBER

CONGRESS JOINT DEVELOPMENT LLC
 BY: THOMAS W. MOULTON
 PRINT: THOMAS W. MOULTON
Manager

THE ABOVE SIGNER AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER, OR PROPRIETOR OF THE ABOVE NAMED SUBSCRIBER

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS APPEARING ON BOTH SIDES OF THIS FORM

This contractor has consulted w/ Lt. McDougal of the Portland Fire Department



This Contract is intended to and hereby does constitute a sale, service, monitoring agreement with respect to certain equipment (hereinafter referred to as The System) owned or leased by Subscriber from Protection Professionals or others which is intended to protect against burglary, fire, panic, environmental control or some combination thereof.

Witnesseth: That for the considerations and covenants herein specified, the service, to parties hereto do for themselves agree as follows:

1. Pro Pro shall sell equipment, install, or cause to be installed a Fire Alarm System, Intrusion Alarm System or communicator or other systems which may utilize a Subscriber supplied telephone line unless specified otherwise herein, and shall connect the System to an operating so called central station, and subject to the terms and conditions and during the term hereof, shall, under a full service warranty, maintain and repair the System at its sole expense, whenever such maintenance or repair is required for reasons other than abuse or mishandling of the System by the Subscriber. Under a service retainer, all such repairs shall be at the sole expense of the Subscriber according to Pro Pro's then prevailing rates. Subscriber shall carefully and properly set the System each night or such other times as Subscriber shall close its premises Subscriber shall carefully and properly test the System prior to each closed period and shall immediately report to Pro Pro any claimed inadequacy in or failure of the System. Subscriber shall perform a daily walk test of any motion detection equipment used on the premises. Pro Pro shall not be responsible for any damages arising out of the failure of Pro Pro to perform any maintenance or repairs the need for which Subscriber shall not have communicated to Pro Pro. Subscriber shall permit Pro Pro access to the premises for any reason arising out of or in connection with the operation of the System.

2. This contract shall remain in force for a period of 6 months as specified in the "Initial Term" hereof and shall, without further writing, be automatically renewed for successive periods of one month each unless either party shall give written notice at least thirty (10) days prior to the end of such term or renewal period.

3. It is understood and agreed by the parties hereto that Pro Pro is providing a System designed to reduce the risk of loss; that Pro Pro is not assuming responsibility for losses which may occur in cases of malfunction of the system or nonfunction of the monitoring, signal handling dispatching even if due to Pro Pro's negligence or failure of performance; that Pro Pro is therefore not an insurer; that insurance if any shall be obtained by the Subscriber and that the amounts payable to Pro Pro hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to guaranty or warranty. PRO PRO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

4. It is agreed that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from failure of Pro Pro to perform any of its obligations hereunder. The Subscriber does not desire this contract to provide full liability of Pro Pro and agrees notwithstanding the provisions of Paragraph 3 of this contract, that if Pro Pro should be found liable for loss, damage or Injury due to a failure of service or equipment in any respect, such liability shall be limited to a sum equal to ten percent of the annual service charge or two hundred fifty dollars (\$250.00), whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy. No suit or action shall be brought against Pro Pro more than one (1) year after the accrual of the cause of action. Therefore if Subscriber wishes Pro Pro to increase the amount of the liquidated damages as provided above, Subscriber may as a matter of right, obtain from Pro Pro an additional amount of liquidated damages by paying an additional monthly service charge to Pro Pro. In the event that any person, not a party to this contract, shall make any claim or file any lawsuit against Pro Pro for failure of its equipment or service in any respect, Subscriber agrees to indemnify, defend and hold Pro Pro harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys fees.

5. Pro Pro, agrees to use due diligence to provide regular and uninterrupted service, but Pro Pro shall not be liable for any interruption of service or any defects in service due to or caused by strikes, riots, unavoidable accidents, acts of others, acts of god, acts of Subscribers or others causes beyond Pro Pro's control. In the event of any such occurrence, Pro Pro shall use its best efforts to continue to perform its obligations hereunder and, in the event of an interruption in service, to

service and monitoring agreement may not be transferred or assigned by subscriber without the prior written consent of Protection Professionals.

6. Subscriber, on behalf of itself and all parties claiming under it, hereby releases and discharges Pro Pro from all claims and liability arising from or caused by any hazards covered by insurance on the Subscriber's Premises, regardless of how or by whom caused.

7. Subscriber shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or the performance of services provided herein. At Pro Pro's option, a fee may be charged for any false alarm caused by Subscriber or for any unnecessary service call. If either Pro Pro or Subscriber is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Subscriber shall pay the full amount of any such fine or penalty. At any time following the expiration of the first year of this contract, Pro Pro may increase the ongoing per month charge. Subscriber may terminate this agreement upon written notice given within fifteen days on notification of such increase. Subscriber shall pay any telephone company installation and/or line charges incurred for the operation of the system. If any governmental agency requires any changes in the System as originally installed, Subscriber agrees to pay for such changes.

8. This Sale, Service and Monitoring Agreement may be terminated at any time by Pro Pro if, Pro Pro is unable to either initially secure or thereafter retain the connections or privileges necessary for the transmission of signals by means of conductors between Subscriber's premises and Pro Pro's central station. Pro Pro shall not be liable for any damages or subject to any penalty on account of any such inability, whether or not Pro Pro terminates this sale, Service and Monitoring Agreement.

9. Any written notice required to be given hereunder shall be mailed by certified or registered mail, return receipt requested, and shall be deemed given when received by the addressee thereof (or when delivery is attempted to be made or acceptance refused, as the case may be.) If intended for Pro Pro, written notices shall be addressed to Protection Professionals at the address set forth at the beginning of this Agreement, and if intended for Subscriber they shall be addressed to Subscriber at the address set forth in the preamble of this Agreement.

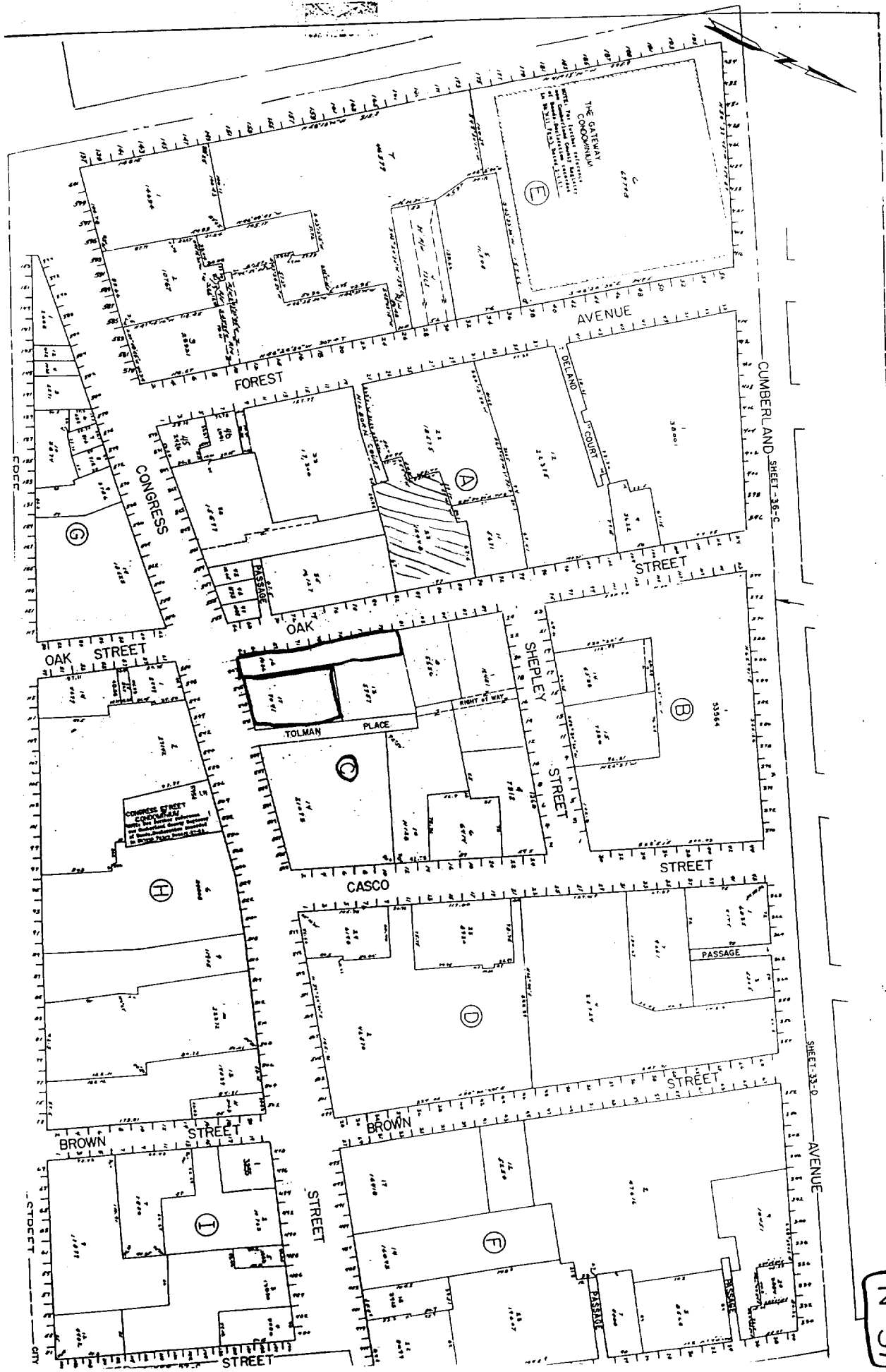
10. This instrument contains the entire Agreement of the parties with respect to the installation, sale, service or monitoring of the system and supersedes all prior writings and dealings between them with respect thereto. If any other documents pertaining to the services provided by this agreement are in conflict the parties agree to exclusively use this agreement to remedy any confusion. Any modification hereof may be only made in writing. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement shall be construed as a sealed instrument and shall be governed by the laws of the State of Maine. All legal proceedings shall be adjudicated in the State of Maine. In the event that any provision, portion or paragraph of this Sale, Service and Monitoring Agreement shall be determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provisions or paragraph hereof. This Sale, Service and Monitoring Agreement shall not be binding on Protection Professionals until accepted at the offices of Pro Pro by an officer duly authorized to do so.

11. If Pro Pro is required to enforce the provisions of this agreement because of any default by subscriber, subscriber agrees to pay all expenses of enforcement, including reasonable attorney's fees and compound interest of 1.5% a month for accounts past 30 days.

12. "SUBSCRIBER ACKNOWLEDGES THAT LIABILITY IS LIMITED AS SET FORTH HEREIN. SUBSCRIBER ACKNOWLEDGES THAT THE SYSTEM INSTALLED IS AS REQUESTED AND IS SUITABLE FOR HIS PURPOSE, AND UNLESS DEFECTS OR OMISSIONS ARE CALLED TO ATTENTION, IN WRITING, WITHIN FIVE DAYS AFTER COMPLETION OF THE INSTALLATION, ACCEPTS THE SYSTEM AS IS..."

13. Title to the System shall remain in Pro Pro's possession until Pro Pro has received in good funds the total purchase price agreed upon, and until Pro Pro has received said total purchase price, Pro Pro may without liability and without notice, repossess the System or any part thereof and avail itself of any remedy available to at law or in equity.

14. The local AHJ may change the final equipment required for installation as proposed. If changes are required by the local AHJ an additional fee to provide or install this additional equipment may be



CUMBERLAND SHEET-36-C

SHEET-33-0

Sent to DEP



Maine Department of Environmental Protection

Asbestos/Lead Unit
17 State House Station
Augusta, Me 04333-0017

Tel (207) 287-2651 FAX (207) 287-7826



Building Demolition Form (BDF)

A) Pre-Demolition Building Inspection and Abatement Information

Important Notice: This Notification is Required by Law

Maine Law requires that buildings be inspected for asbestos and that asbestos-containing materials be removed from any building prior to demolition. Demolition means the tearing down or intentional burning of a building or part of a building. This includes any institutional, commercial, public, industrial, or residential building. Inspection and/or removal of more than 3 square feet or 3 linear feet of asbestos-containing materials must be performed by an asbestos firm licensed by the ME DEP.

Municipalities are requested to have applicants for demolition permits complete this form prior to the issuance of a demolition permit. The Department also requests that a demolition permit Not be issued to an applicant for a "no" answer to any of the questions below. Please call (207) 287-2651 with any questions.

Please answer all questions:

- yes no Has the building been inspected by a DEP licensed asbestos consultant? - See attached reports
- yes no If asbestos was found, has a 10 day notification sent to DEP? - Remediation contractor to R.S. Enterprises, Inc
- yes no n/a Has the asbestos (if any) been removed by a DEP licensed asbestos contractor? - It will be once the upper floors are cleared out & the heating system is shut down.

Note: This form constitutes notification to the Department when asbestos is not present in the building being demolished.

#2
to PC sent in when job is complete
OK w/ DEP as confirmed by John Bucci of DEP

B) General Information

property address: 545-549 Congress St Portland, Maine telephone: 450-7100	asbestos survey performed by: (name & address) Environmental Management, Inc. P.O. Box 391 Brunswick, ME 04011 telephone: (207) 729-7549
property owner: (name & address) Congress Joint Development, LLC PO Box 6799 Scarborough ME 04070 telephone: 207-883-3618	asbestos abatement contractor: (name & address) R.J. Enterprises Inc. P.O. Box 82 Brunswick, ME 04011 telephone: (207) 373-0344
demolition contractor: (name & address) Benjamin Construction Inc 12 Diamond Ridge Way Falmouth ME 04105 telephone: 781-8297	demolition start date: 3/17/05 demolition end date: 4/30/05 building type: (commercial, residential, etc.) Commercial

Once filled out, please fax or mail immediately to DEP

Original to DEP

Copy to Municipality

Copy to Owner or Operator

ENVIRONMENTAL MANAGEMENT, INC.

P.O. BOX 391 BRUNSWICK, MAINE 04011
emi990@blazenetme.net

(207) 729-7549
FAX (207) 721-0892

March 1, 2005

Sent to DEP

Thomas W. Moulton
Congress Joint Development, LLC
10 Dana Street
Portland, Maine 04101

Re: Renovation Impact Survey - 547 Congress Street - Portland, Maine / #05-6289

Dear Mr. Moulton:

On February 21, 2005, a representative of Environmental Management Inc. conducted an asbestos renovation impact survey on the property located at 547 Congress Street in Portland, Maine. The survey coincided with the planned renovation of the building.

The building is a five story building with a basement. To save time and money, no bulk sampling was done in the basement, as the material on the pipes were assumed to be positive for asbestos, and these pipes are to be removed per plans for the renovation. The pipes must be removed by a D.E.P. licensed contractor. They may be removed using the "wrap-and-cut" method. Approximately 12 pipe elbows, 33 pipe fittings, and 37 linear feet of pipe covering were found. These numbers are estimates. There might be more hidden that were not found on the initial inspection.

The inspection of the remainder of the building found only the floor covering in the corridor of the ground floor at the entrance to the building to be asbestos-containing. It was found to contain **20% CHRYSOTILE**.

If this area is **NOT** scheduled to be impacted in any way, then the floor may be covered with a sheet of plywood or other type of building material to encapsulate it. You must keep in mind that if this area is impacted at any time in the future, a D.E.P. licensed contractor must be notified to abate this linoleum.

The corridors on the remainder of the floors are carpeted with linoleum underneath which were sampled and found to be negative for asbestos. The rest room floor tile at the end of the fifth floor corridor was sampled and found negative. Three rooms on the third floor [rooms # 34, 35, & 36] each have a vapor barrier covering the floor which appeared to have been under the floor tiles that once were there. Samples were taken of this vapor barrier, and it was also found to be negative for asbestos.

Attached are the corresponding analytical results for your reference. Current Federal Regulations stipulate that any material found to have less than 1% asbestos (trace) is considered a non-asbestos containing material.

If you have any questions, please contact me at 729-7549.

Sincerely,
Environmental Management Inc.



Clayton C. Collins
Asbestos Inspector (MDEP #0013)

**ENVIRONMENTAL MANAGEMENT INC.
BRUNSWICK, MAINE 04011
(207) 729-7549**

Linear / Square Footage Table
[quantities are estimated]

**CLIENT: CONGRESS JOINT DEVELOPMENT, LLC
EMI#: 05 - 6289
JOB: 547 CONGRESS STREET - PORTLAND, MAINE**

LOCATION	REF. NUMBER	SQUARE FOOTAGE	LINEAR FOOTAGE
BASEMENT			
PIPE ELBOWS	ASSUMED		12
PIPE FITTINGS	ASSUMED		33
PIPE COVERING	ASSUMED		37
GROUND FLOOR			
FLOOR COVERING - CORRIDOR	6289 - 1		
FLOOR COVERING - CORRIDOR	6289 - 2		
FLOOR COVERING - CORRIDOR	6289 - 3	165	
SECOND FLOOR			
FLOOR COVERING [LINOLEUM] - CORRIDOR	6289 - 4		
FLOOR COVERING [LINOLEUM] - CORRIDOR	6289 - 5		
FLOOR COVERING [LINOLEUM] - CORRIDOR	6289 - 6	297	

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JOB: 547 CONGRESS STREET - PORTLAND, MAINE**

LOCATION	REF. NUMBER	SQUARE FOOTAGE	LINEAR FOOTAGE
THIRD FLOOR			
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6	297	
FLOOR COVERING [VAPOR BARRIER] - ROOMS # 35 & 36	6289 - 7		
FLOOR COVERING [VAPOR BARRIER] - ROOMS # 35 & 36	6289 - 8		
FLOOR COVERING [VAPOR BARRIER] - ROOMS # 35 & 36	6289 - 9	504	
FLOOR COVERING - ROOM #34	REFERENCE 6289 7 → 9		
FLOOR COVERING - ROOM #34	REFERENCE 6289 - 7 → 9		
FLOOR COVERING - ROOM #34	REFERENCE 6289 - 7 → 9	504	

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Linear / Square Footage Table
[quantities are estimated]

**CLIENT: CONGRESS JOINT DEVELOPMENT, LLC
EMI#: 05 - 6289
JOB: 547 CONGRESS STREET - PORTLAND, MAINE**

LOCATION	REF. NUMBER	SQUARE FOOTAGE	LINEAR FOOTAGE
FOURTH FLOOR			
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6	297	
FIFTH FLOOR			
FLOOR COVERING - REST ROOM @ END OF CORRIDOR	6289 - 10		
FLOOR COVERING - REST ROOM @ END OF CORRIDOR	6289 - 11		
FLOOR COVERING - REST ROOM @ END OF CORRIDOR	6289 - 12	24	
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6		
FLOOR COVERING [LINOLEUM] - CORRIDOR	REFERENCE 6289-4 → 6	297	

Environmental Management INC.
P. O. BOX 391
BRUNSWICK, MAINE 04011
(207) 729-7549

BULK SAMPLING ANALYSIS REPORT

RESULT CODES

ASBESTOS

Chrysotile
Amosite
Crocidolite
Tremolite

NFA – Negative For Asbestos
PFA – Positive For Asbestos

**RESULTS THAT ARE UNDERLINED
INDICATE ASBESTOS**

The State of Maine Department of
Environmental Protection (DEP)
considers a material to be an
“asbestos-containing material” when it
is analyzed by PLM and found to
contain greater than 1% asbestos.

OTHER: (NON-ASBESTOS)

Cellulose
Binder
Fiberglass
Mineral Wool
Opagues
Non-Asbestiform Tremolite
Silicates
Synthetics
CaCo3 – Carbonates
Debris

Mastic
Plaster
Perlite
Organics
Wollastonite

NFM – Non-Fibrous Material

Analysis by Polarized Light Microscopy (PLM)
EPA Test Method #600 / M4-82-020

A portion of these samples may have been sent to an outside laboratory.

NOTE: These results relate to the particular sample analyzed. This report may not be reproduced without
the approval of Environmental Management, Inc. laboratory.

Sampled by: CLAY COLLINS

Analyzed by: KIM W. PINKHAM

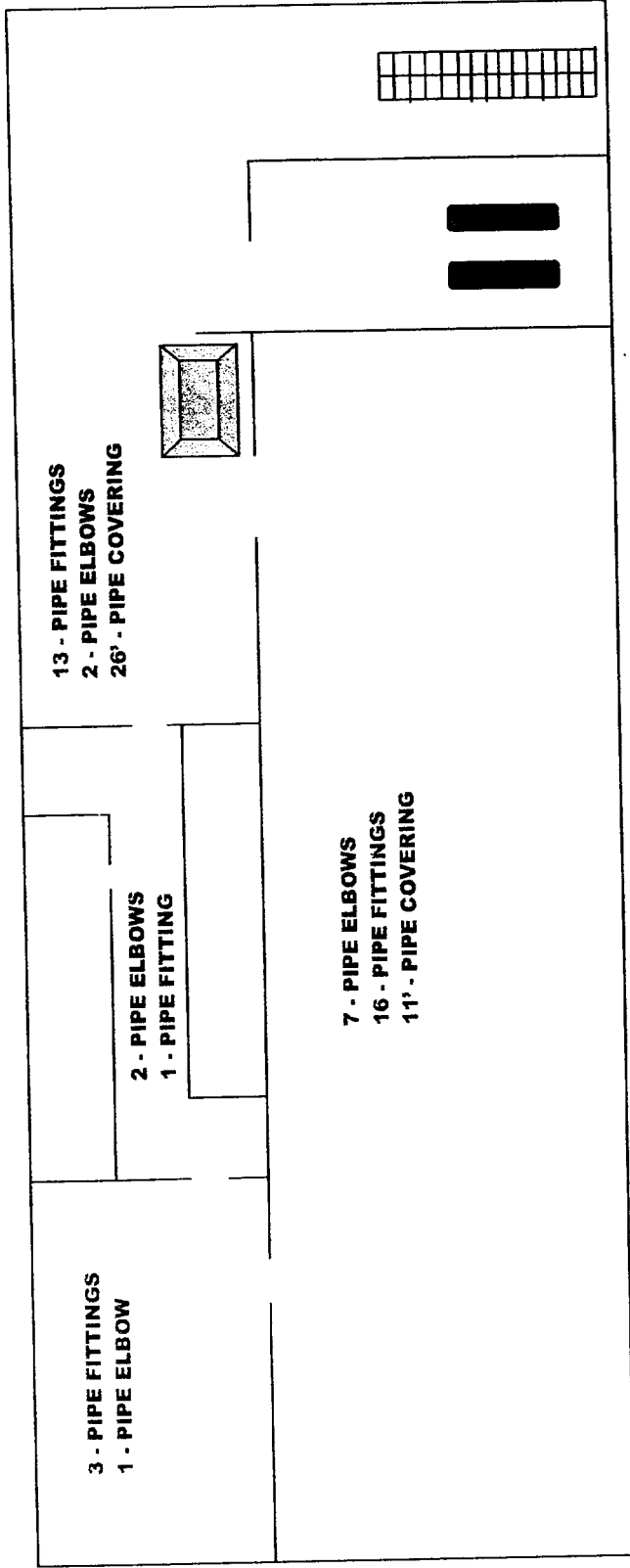
Approved by: JOHN D. GILL

FEBRUARY 18, 2005
Date


Laboratory Manager

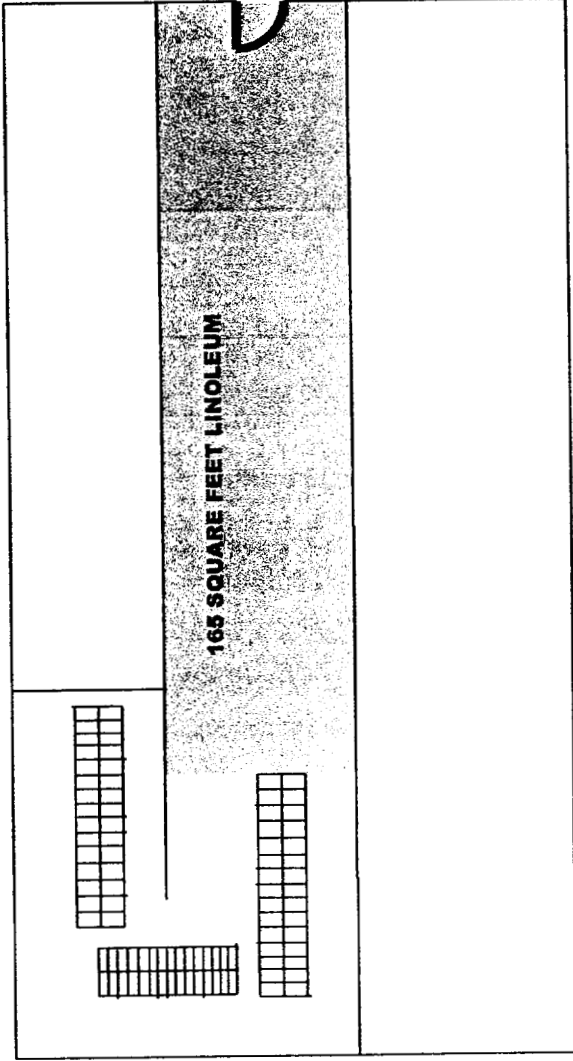
547 CONGRESS STREET - PORTLAND, MAINE (#05 - 6289)

BASEMENT:



547 CONGRESS STREET - PORTLAND, MAINE (#05 - 6289)

FIRST FLOOR CORRIDOR:



R.J. ENTERPRISES INC.

P.O. Box 82
Brunswick, Maine 04011

(207) 373-0344
fax (207) 373-1344
rjenterprise@suscom-maine.net

March 3, 2005

Proposal No. 062-155-05

Tom Moulton
Congress Joint Development, LLC
C/O NAI The Dunham Group
10 Dana Street, Suite 400
Portland, ME 04101

Sent to DEP

Re: 547 Congress St., Portland.

Dear Mr. Moulton:

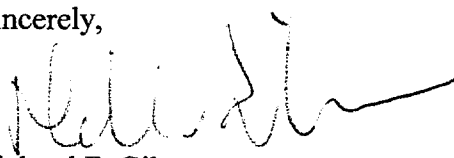
Thank you for the opportunity to present a proposal for the removal of asbestos from fittings and pipes in the basement of the above referenced building. There are approximately 45 fittings and 25 linear feet of pipes with asbestos. The fitting and pipes can be wrapped and cut or glove bagged.

The work area will be maintained under negative pressure utilizing critical barriers over doors and windows and drop cloths under the work area. A three stage decontamination unit will be attached directly to the containment. Asbestos will be removed utilizing the wrap and cut method shall and the material will be adequately wet prior to wrapping with two layers of 6-mil polyethylene and then labeled appropriately for disposal into an E.P.A. approved landfill.

The cost of this job is \$1,400.00 and includes labor, materials, transportation, disposal fees, and all other related expenses.

If you have any questions, please do not hesitate to call our office.

Sincerely,



Richard F. Giberson