

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 061073

Please Read Application And Notes, If Any, Attached

This is to certify that SHEKINAH REALTY LLC oyce Construction Mgt.

has permission to Interior demo: remove wall and door

AT 498 CONGRESS ST

037 I001001

PERMIT ISSUED

AUG - 7 2006

provided that the person or persons **firm or person accepting this permit shall comply with all of the provisions of the Statutes of this State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the City of Portland 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 proceed before this building or part thereof is loaded or service closed-in. 4 HOUR NOTICES REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

DepartmentName

[Signature] 8/3/06
Director - Building Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1073	Issue Date:	CBL: 037 1001001
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Location of Construction: 498 CONGRESS ST	Owner Name: SHEKINAH REALTY LLC	Owner Address: 468 ALLEN AVE	Phone: PERMIT ISSUED
Business Name:	Contractor Name: Bryce Construction Mgt.	Contractor Address: 1 India St Portland	Phone: AUG - 72077751955
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-3
Past Use: Commercial	Proposed Use: Commercial Interior demo: remove 2 walls and 1 doors 3rd floor	Permit Fee: \$80.00	Cost of Work: \$6,000.00
Proposed Project Description: Interior demo: remove 2 walls and 1 doors 2	FIRE DEPT: NFPA 101 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: INTERIOR DEMO ONLY 8/3/06 Signature: [Signature]	
	Signature: [Signature]	Signature: [Signature]	
	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) 3rd floor Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: [Signature] Date: 7/25/06		
Permit Taken By: dmartin	Date Applied For: 0711912006	Zoning Approval	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Major <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 7/25/06	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
	<p>Major <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p>		

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: 06-1073	Date Applied For: 07/19/2006	CBL: 037 I001001
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Location of Construction: 498 CONGRESS ST	Owner Name: SHEKINAH REALTY LLC	Owner Address: 468 ALLEN AVE	Phone:
Business Name:	Contractor Name: Bryce Construction Mgt.	Contractor Address: 1 India St Portland	Phone (207) 775-1955
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

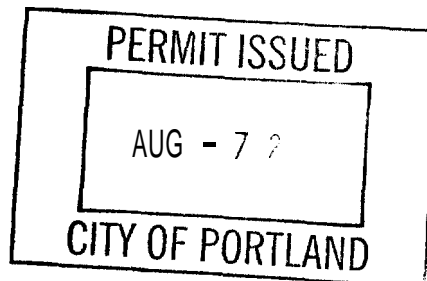
Proposed Use: Commercial Interior demo: remove 2 walls and 3 doors - 3rd floor	Proposed Project Description: Interior demo: remove 2 walls and 3 doors - 3rd floor
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Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 08/03/2006
Note: **Ok to Issue:**
 1) DEMO OF TWO NON BEARING WALLS ONLY

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 07/27/2006
Note: **Ok to Issue:**
 1) All construction shall comply with NFPA 101
 2) The stairwell shall provide a one hour fire rated protection.

Comments:
 8/2/2006-mjn: One wall appears to be a bearing wall, advised contractor to investigate and if so, provide support plan.
 CONSTRUCTION MANAGER CALLED< JUST REMOVING THE 2 NON Bearing Walls.

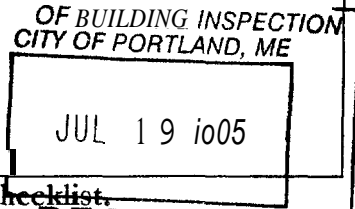




General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on **any** property within the City, payment arrangements must be made before permits of **any** kind are accepted.

Location/Address of Construction: <u>496 Congress Street</u>		
Total Square Footage of Proposed Structure <u>2500 #</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot	Owner: <u>Paul Smith</u>	Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone:	cost Of Work: \$ <u>6,000</u> Fee: \$ <u>80.⁰⁰</u> C of O Fee: \$ _____
Current Specific use: <u>office</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>office</u>		
Project description: <u>Remove Carpet, interior walls, 1 area of Existing Acct. Ceiling</u>		
Contractor's name, address & telephone: <u>Bryce Construction Mgt.</u>		
Who should we contact when the permit is ready: <u>Brad Bryce</u>	Phone: <u>878-1902</u>	
Mailing address:		



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 **874-8703**.

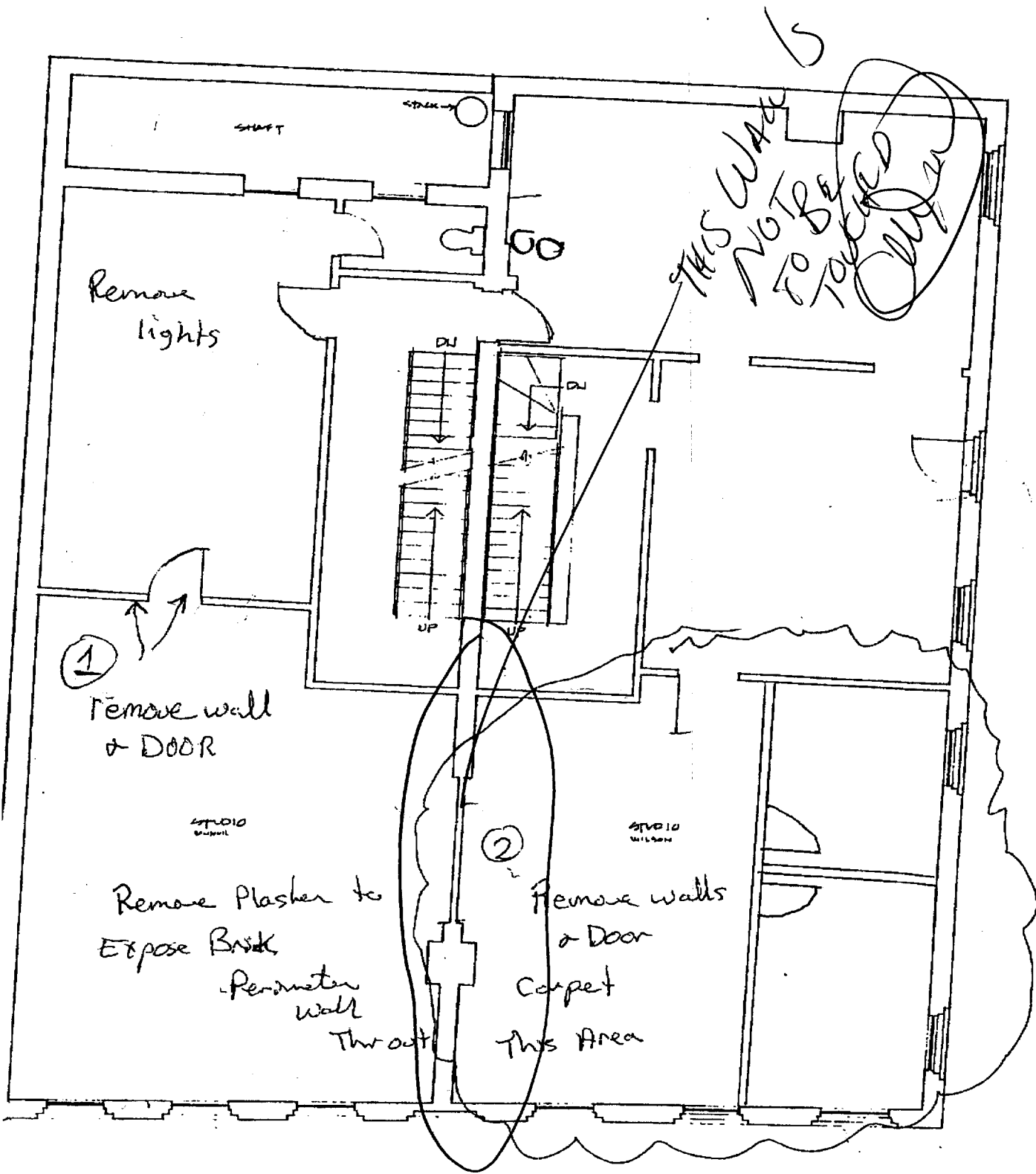
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized **agent**. I agree to conform to all applicable **laws** of this jurisdiction. In 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>Brad Bryce</u>	Date: <u>7/19/06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

2867

STEEL
KELLOG
ARCHITE



BEAVER BLOK
BOSTON, MASS

496 Congress St

EXISTING THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

4' x 10"
LANS

JUN 26 1996

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1073	Date Applied For: 07/19/2006	CBL: 037 1001001
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Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial Interior demo: remove 2 walls and 3 doors - 3rd floor	Proposed Project Description: Interior demo: remove 2 walls and 3 doors - 3rd floor
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 07/25/2006
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 08/03/2006
Note: 1) DEMO OF TWO NON BEARING WALLS ONLY	Ok to Issue: <input checked="" type="checkbox"/>		
Dept: Fire	Status: Approved with Conditions	Reviewer: Cptn Greg Cass	Approval Date: 07/27/2006
Note: 1) All construction shall comply with NFPA 101 2) The stairwell shall provide a one hour fire rated protection.	Ok to Issue: <input checked="" type="checkbox"/>		

Comments:
8/2/2006-mjn: One wall appears to be a bearing wall, advised contractor to investigate and if so, provide support plan.
CONSTRUCTION MANAGER CALLED< JUST REMOVING THE 2 NON Bearing Walls.

Smith agrees to personally guarantee this mortgage which shall be for a term of ten (10) years, amortized over a period of twenty (20) years and at an interest rate of seven and three quarters percent (7.75%). At the end of the first five (5) years of this mortgage, the interest rate will be adjusted and said adjustment shall be calculated by using the "Prime Rate" as reported in the "Money Rates" column of the Wall Street Journal plus two percent (2%). In any event, the interest rate will never be lower than seven and three quarters percent (7.75%).

If the Purchaser prepays the loan in the first five (5) years, it will pay a pre-payment penalty. The prepayment penalty shall be calculated as follows:

- Year 1: Five percent (5%) of the principal balance as of the date the loan is prepaid.
- Year 2: Four percent (4%) of the principal balance as of the date the loan is prepaid.
- Year 3: Three percent (3%) of the principal balance as of the date the loan is prepaid.
- Year 4: Two percent (2%) of the principal balance as of the date the loan is prepaid.
- Year 5: One percent (1%) of the principal balance as of the date the loan is prepaid.

If Purchaser should decide to prepay the loan at any time after the first five (5) years of the loan term, Purchaser shall not be required to pay a penalty or premium of any kind.

12. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that NAI The Dunham Group ("Selling Agent") is acting as a Buyer's agent in this transaction and is representing the Buyer. Buyer and Seller acknowledge that there are no other brokers involved in this transaction.

13. **DEFAULT:** In the event of default by the Buyer, Seller may retain the earnest money as full and liquidated damages and terminate this Agreement. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. 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.

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:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements 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.

16. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

17. **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 to their agents. Time is of the essence of this Contract.

18. **ADDITIONAL TERMS AND CONDITIONS:** This contract is subject to Subway not exercising their Right of First Refusal on the Property. Seller will provide Subway, as per their Lease, with a copy

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8. PRORATIONS: The following items shall be prorated as of the date of closing:

- a. Real Estate Taxes based on the municipality's current tax year. Seller is responsible for any unpaid taxes for prior years.
- b. Fuel.
- c. Metered utilities such as water, sewer and electricity shall be paid by the Seller through the date of closing.
- d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
- e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.

9. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. 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, which shall be conducted at Purchaser's sole cost and expense, with the results being satisfactory to Purchaser:

<u>TYPE OF INSPECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESULTS REPORTED</u>
a. Building Inspection	<u>x</u>	<u> </u>	within <u>30</u> days
b. Feasibility Study	<u>x</u>	<u> </u>	within <u>30</u> days
c. Sewage Disposal	<u>x</u>	<u> </u>	within <u>30</u> days
d. Water Quality	<u>x</u>	<u> </u>	within <u>30</u> days
e. Radon Air Quality	<u>x</u>	<u> </u>	within <u>30</u> days
f. Radon Water Quality	<u>x</u>	<u> </u>	within <u>30</u> days
g. Asbestos	<u>x</u>	<u> </u>	within <u>30</u> days
h. Lead Paint	<u>x</u>	<u> </u>	within <u>30</u> days
i. ADA	<u>x</u>	<u> </u>	within <u>30</u> days
j. Wetlands	<u>x</u>	<u> </u>	within <u>30</u> days
k. Environmental Scan	<u>x</u>	<u> </u>	within <u>30</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 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.

10. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have thirty (30) days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location within three (3) business days of execution of this document. 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 shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the period set forth herein, this contingency is waived by Purchaser.

11. FINANCING: Seller will finance the property under the following terms: Purchaser shall make a down payment of One Hundred and Sixty Thousand Dollars (\$160,000.00) and Seller agrees to finance the remaining Six Hundred and Ninety Thousand Dollars (\$690,000.00). Paul

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CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED From Paul Smith, or his assigns/nominees, (hereinafter called "Purchaser"), this 19th day of June, 2006 the sum of Twenty Five Thousand Dollars (\$25,000.00) as earnest money deposit toward the purchase of real estate owned by Shekinah Realty, LLC (hereinafter called "Seller"), located at 496 Congress Street, in the City of Portland, County of Cumberland, State of Maine, described as follows:

A four (4) story 12,000 ±SF, mixed use commercial building with .075± acres of land (hereinafter referred to as the "Property") and being more fully described at said County Registry of Deeds in Book 14912, Page 47 and upon the terms and conditions indicated below.

1. PURCHASE PRICE: The total Purchase Price is [REDACTED] Dollars (\$[REDACTED])

The earnest money deposit shall be applied to the purchase price with the balance due at closing in cash or certified funds.

2. EARNEST MONEY/ACCEPTANCE: NAI The Dunham Group ("Escrow Agent") shall hold the earnest money for both parties and shall act as escrow agent until closing. The earnest money deposit will be held in a X non-interest bearing account/ interest bearing account. If the deposit is held in an interest-bearing account, said interest will accrue to the Purchaser, except in the event of a default by Purchaser. This offer shall be valid until June 22, 2006 at 5:00 p.m. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

3. TITLE: That a deed, conveying the Property 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 on or before August 1, 2006. 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 thirty (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 fifteen (15) days thereafter, at Purchaser's option, withdraw said earnest money 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.

4. DEED: That the Property shall be conveyed by a Quit Claim Deed with Covenant and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.

5. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

6. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

7. 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 at closing be in substantially the same condition as at present, excepting reasonable use and wear.

WING
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of a "Notice to Purchase" Seller will keep the Purchaser informed as to the progress of getting Subway to waive its Right of First Refusal.

19. COUNTERPARTS: This agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered, including delivery by facsimile, email or other electronic means, shall be an original; but such counterparts shall constitute but one and the same agreement.

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

Paul Smith, or his assigns/nominees

Purchaser

013.40.0823
Social Security # or Tax I.D. #

Signature

Paul G. Seaman
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 the sum of five (5%) of the Purchase Price. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Broker and (2) Seller; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified

Signed this 20 day of JUNE, 2006.

Shekinah Realty, LLC
Seller

01-0527293
Social Security # or Tax I.D. #

Signature

William Gowen/ Member
Name/Title, there unto duly authorized

NAI The Dunham Group
Escrow Agent

Thomas W. Moulton, Partner
Name/Title

Signature

The Selling Agent is Thomas W. Moulton, CCIM, SIOR of NAI The Dunham Group (Agency)

EFFECTIVE DATE OF CONTRACT: JUNE 20, 2006

FORM PLATES CONTRACT (CONTRACT) FOR SALE

BRYCE CONSTRUCTION MANAGEMENT, INC.

Commercial Tenant Fit-Up Renovations

TO: Donna Martin

DATE:

FROM: Brad Bryce, Sr.

Our phone: (207) 878-1902

Our Fax: (207) 878-1962

Our email address: bryceconstmgt@aol.com

of pages 1

Donna

Please call with any ?

Thanks So Much

Brad