



PORTLAND MAINE

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Planning and Development Department
Lee D. Urban, Director

November 18, 2004
Planning Division
Alexander Jaegerman, Director

Jim McCann
Back Cove Associates LLC
67 Back Cove Estates
Portland ME 04103

RE: Amendment to replace and revise landscaping at Back Cove Estates
CBL: 156-F-6

Dear Mr. McCann:

On November 17, 2004, the Portland Planning Authority approved an amendment to replace and revise landscaping at Back Cove Estates.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

1. Where submission drawings are available in electronic form, the applicant shall submit any available electronic Autocad files (*.dwg), release 14 or greater, with seven (7) sets of the final plans.
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
3. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
4. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

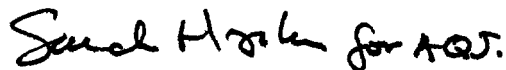
5. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

6. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact **Sarah** Hopkins, Development Review Services Manager at 874-8720.

Sincerely,



Alexander Jaegerman
Planning Division Director

cc: Lee D. Urban, Planning and Development Department Director
Sarah Hopkins, Development Review Services Manager
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Gayle Guertin, Inspections
Michael Bobinsky, Public Works Director
Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Assessor's Office
Approval Letter File

NOV 1 9 2011

TOMPKINS, CLOUGH, HIRSHON & LRNGER, P.A.

Counselors at Law
Three Canal Plaza
P.O. Box 15060
Portland, Maine 04112-5060

Lawrence R. Clough
David M. Hirshon
Leonard W. Langer
Marshall J. Tinkle*

Tel (207) 874-6700
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E-Mail: lrclough@tchl.com

* also licensed in MA and DC

November 19, 2004

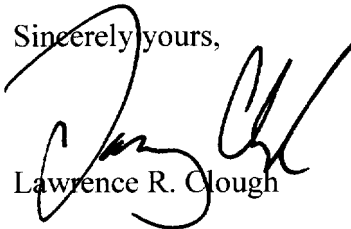
By Hand

Marge Schmuckal, Zoning Administrator
CITY OF PORTLAND
389 Congress Street
Portland, ME 04101

Re: Back Cove Estates Condominium

Dear Marge:

I enclose herewith copies of the notices given to the existing tenants at Back Cove Estates, which I understand were delivered to the tenants earlier this week.

Sincerely yours,

Lawrence R. Clough

LRC/tjo

Enclosure

cc: James McCann

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**Back Cove Estates
Occupied Units**

| Unit | Tenant Name | First Unit Occupancy | Date of Notice | Eligible for \$? | Renov Price | As-Is Price | Tenant Tel. # |
|------|--|----------------------|----------------|-------------------|-------------|-------------|---------------|
| ✓ 2 | Deanne Mead | 10/1/2002 | | | \$235,000 | \$220,000 | 874-2928 |
| ✓ 4 | Robert Goldman | 8/1/2004 | | | \$240,000 | \$225,000 | ? |
| ✓ 6 | David Wood <i>1 yr</i> | 7/1/1990 | | | \$240,000 | \$225,000 | 773-6907? |
| ✓ 7 | Matthew Daigneault/Joseph Perverada(sp?) | 8/7/2003 | | | \$240,000 | \$225,000 | ? |
| ✓ 8 | Mr. & Mrs. John Filiatrault | 6/2/2001 | | | \$235,000 | \$220,000 | 253-5781 |
| ✓ 9 | Duane Lall | 5/1/2004 | | | \$235,000 | \$220,000 | ? |
| ✓ 12 | Guy P. & Pat Langelier (in Saco PhBk) | 4/17/2002 | | | \$235,000 | \$220,000 | 282-2247? |
| ✓ 13 | Hope McMahan <i>1 yr</i> | 9/5/1987 | | | \$240,000 | \$225,000 | 772-9854 |
| ✓ 14 | Mr. & Mrs. Alan Lewis | 6/27/1998 | | | \$240,000 | \$225,000 | ? |
| ✓ 17 | Michael Hudson | 4/20/2004 | | | \$240,000 | \$225,000 | ? |
| ✓ 18 | John Bonetti <i>210 DAYS</i> | 11/1/1997 | | | \$240,000 | \$225,000 | 828-6729 |
| ✓ 20 | Elaine Thornton <i>210 DAYS</i> | 4/5/1997 | | | \$240,000 | \$225,000 | 772-5110 |
| ✓ 21 | Laura Mason, 54 Cod St., Ptlid | 5/15/2004 | | | \$240,000 | \$225,000 | 780-1820? |
| ✓ 22 | Jean Keastner | 5/15/2003 | | | \$240,000 | \$225,000 | ? |
| ✓ 23 | Scott McKenna | 9/5/2003 | | | \$240,000 | \$225,000 | 772-4689 |
| ✓ 24 | Kathleen Powers | 3/20/2004 | | | \$240,000 | \$225,000 | 774-3213 |
| ✓ 25 | Dan Corwin | 6/1/2000 | | | \$240,000 | \$225,000 | 879-1015 |
| ✓ 27 | Dallas Dickinson <i>180 DAYS</i> | 9/5/1998 | | | \$240,000 | \$225,000 | ? |
| ✓ 29 | Daniel Downs | 12/19/2002 | | | \$275,000 | \$255,000 | 773-0727 |
| ✓ 30 | Mr. & Mrs. William Phillips <i>210 DAYS</i> | 10/1/1997 | | | \$275,000 | \$255,000 | ? |
| ✓ 34 | Mr. & Mrs. Christopher Rancourt | 9/10/2003 | | | \$275,000 | \$255,000 | ? |
| ✓ 36 | Sue Capozza | 12/1/2001 | | | \$275,000 | \$255,000 | 879-0929 |
| ✓ 38 | Carole Unruh <i>1 yr</i> | 3/5/1991 | | | \$275,000 | \$255,000 | 761-0935? |
| ✓ 39 | Mr. & Mrs. Wesley Vickers | 8/7/2003 | | | \$275,000 | \$255,000 | 775-1962 |
| ✓ 40 | Mr. & Mrs. Walter Lynch <i>1 yr</i> | 12/11/1990 | | | \$275,000 | \$255,000 | 772-3168 |
| ✓ 42 | Mr. & Mrs. Salvatore Marzilli <i>210 DAYS</i> | 5/1/1996 | | | \$275,000 | \$255,000 | 775-0087 |
| ✓ 44 | Beverley LaPointe <i>180 DAYS</i> | 11/1/1999 | | | \$275,000 | \$255,000 | 775-0378 |
| ✓ 45 | Margaret Davis <i>1 yr</i> | 5/1/1987 | | | \$275,000 | \$255,000 | 772-8146 |
| ✓ 46 | Jean & Robert G. Lopez <i>330 DAYS</i> | 8/15/1995 | | | \$275,000 | \$260,000 | 773-6802 |
| ✓ 48 | Kevin Hardy | 9/12/2003 | | | \$275,000 | \$260,000 | ? |
| ✓ 50 | Jason Xu & Bin Meng <i>what's the name</i> | 5/1/2003 | | | \$275,000 | \$260,000 | 772-0507 |
| ✓ 51 | Ellen Nichols <i>1 yr</i> | 1/17/1985 | | | \$275,000 | \$260,000 | ? |
| ✓ 55 | Helen & C. Roy Rice <i>1 yr</i> | 5/1/1987 | | | \$275,000 | \$255,000 | 774-7424 |
| ✓ 56 | Sidney Shane <i>210 DAYS</i> | 12/28/1996 | | | \$275,000 | \$255,000 | 773-9092 |
| ✓ 59 | David Scribner | 4/1/2004 | | | \$275,000 | \$255,000 | 774-3573? |
| ✓ 60 | Jonathon Parker | 3/22/2002 | | | \$275,000 | \$255,000 | ? |
| ✓ 62 | Constance Homer | 3/12/2001 | | | \$240,000 | \$225,000 | 761-7942 |
| ✓ 63 | Jonathon Roop | 6/4/2002 | | | \$240,000 | \$225,000 | 773-8640? |
| ✓ 65 | Jospeh Chandler & Tom Yordporm <i>for name</i> | 3/15/2001 | | | \$240,000 | \$225,000 | 772-9624? |
| ✓ 66 | Robert Gibbons, 41 State St. Ptlid (phbk) | 1/12/1998 | | | \$235,000 | \$220,000 | 772-7646? |

↓
180 DAYS

**Back Cove Estates
Unoccupied Units**

| <u>Unit</u> | <u>Tenant Name</u> | <u>First Unit Occupancy</u> | <u>Date of Notice</u> | <u>Eligible for \$?</u> | <u>Renov Price</u> | <u>As-Is Price</u> | <u>Tenant Tel. #</u> |
|-------------|--|---------------------------------|---------------------------|------------------------------|------------------------|------------------------|--------------------------|
| 1 | f/ Susan Oliver (now Vacant) | | N/A | | \$255,000 | \$240,000 | 761-8235 |
| 3 | f/ Peter Fulton&Matt Blanchard (now Vacant) | | N/A | | \$235,000 | \$220,000 | 775-2445 |
| 5 | Was Vacant at purchase | | N/A | | \$240,000 | \$225,000 | ??? |
| 10 | f/ Francien Krantz (now Vacant) | | N/A | | \$235,000 | \$220,000 | 761-0737 |
| 11 | f/ Stephen Lovejoy (now Vacant) | | N/A | | \$235,000 | \$220,000 | 773-2240 |
| 15 | f/ Melissa Mann (now Vacant) | | N/A | | \$240,000 | \$225,000 | 775-9924 |
| 16 | f/ Lorraine Curtis/Wendy Atwood (now Vacant) | | N/A | | \$240,000 | \$225,000 | ? |
| 19 | f/ Lisa Santolucito (sp?) (now Vacant) | | N/A | | \$240,000 | \$225,000 | ? |
| 26 | Was Vacant at purchase | | N/A | | \$240,000 | \$225,000 | ??? |
| 28 | f/ Ellen Peoples (now Vacant) | | N/A | | \$275,000 | \$255,000 | 772-7661 |
| 31 | f/ Glen Borchers (now Vacant) | | N/A | | \$275,000 | \$255,000 | 772-3295 |
| 32 | f/ Claire Masalin (new Vacant) | | N/A | | \$275,000 | \$255,000 | 774-6955 |
| 33 | f/ Tanya Shan (now Vacant) | | N/A | | \$275,000 | \$255,000 | ? |
| 35 | Office | | N/A | | \$275,000 | \$255,000 | |
| 37 | f/ Darren & Keysha Clukey (now Vacant)phbk | | N/A | | \$275,000 | \$255,000 | 774-0718 |
| 41 | f/ Danielle Vayenas (now Vacant) | | N/A | | \$275,000 | \$255,000 | 879-7950 |
| 43 | f/ Wayne Doucette (now Vacant) | | N/A | | \$275,000 | \$255,000 | 772-5809 |
| 47 | Was Vacant at purchase | | N/A | | \$275,000 | \$260,000 | ??? |
| 49 | f/ Dena Drinkwater (now Vacant) | | N/A | | \$275,000 | \$260,000 | ? |
| 52 | Was Vacant at purchase | | N/A | | \$270,000 | \$255,000 | ??? |
| 53 | Was Vacant at purchase | | N/A | | \$270,000 | \$255,000 | ??? |
| 54 | f/ Tracy Leavitt (now Vacant) | | N/A | | \$275,000 | \$255,000 | 772-1126 |
| 57 | f/ Starr Rice (now Vacant) | | N/A | | \$275,000 | \$255,000 | 772-2286 |
| 58 | f/ Jamie Butterfield (now Vacant) | | N/A | | \$275,000 | \$255,000 | ? |
| 61 | f/ Carola Guthrie (now Vacant) | | N/A | | \$255,000 | \$240,000 | ? |
| 64 | f/ Darius Kaczmarek (now Vacant) | | N/A | | \$240,000 | \$225,000 | 775-2899 |

26 Vacant

November 9, 2004
BY HAND DELIVERY

Deanne Mead
2 Back Cove Estates
Portland, Maine 04103

Re: Unit #2 Legal Notice of Conversion to Condominium Ownership
Lease expires September 30, 2004
"As Is" Unit Price to Tenants \$220,000

Dear Deanne:

1. General Explanation:

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized **as** follows:

- (i) You have 60 days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the 60 day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;
- (ii) If you do not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for 120 days on the same terms as your current lease. If you have lived in your unit **for** more than four (4) years consecutively, this 120 day period will be increased by 30 additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived **in** the unit for 7 years and 3 months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) if your verified family income is eighty (80) percent or less of the median income of the Portland area, adjusted for family size, **as** determined by the U.S. Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (2) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the 120 day period is extended further if you have resided in your unit for more than 4 consecutive years as set forth above).

November 9, 2004

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The sooner that you indicate to us what your plans on the enclosed response sheet, the sooner we will be able to accommodate your situation.

The legal text of the notice follows:

1. Notice of Conversion:

Notice is hereby given to each residential tenant and any residential subtenant in possession of a portion of the Back Cove Estates apartments, Portland, Maine, of the proposed conversion of your apartment to condominium ownership. This notice under the Maine Condominium Act, 33 M.R.S.A. § 1604-111, is being given no later than 120 days before any tenant or any subtenant in possession will be required to vacate. Under the City of Portland's Ordinances, if you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Under 33 M.R.S.A. § 1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. § 1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. § 1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. § 6001, this letter constitutes a notice to vacate under 14 M.R.S.A. § 6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to Purchase.

For the 60 day period following the delivery of this notice to you, you have an exclusive and irrevocable option to purchase, at the price set forth as the "As Is selling price to Tenants," the unit you now occupy. This option may not be assigned to a third party. This right does not apply to any other units. Such right may be exercised by signing and returning to us during the 60 day period following the delivery of this Notice the Unit Purchase and Sale Agreement being delivered to you together with the deposit specified. If you do not contract to purchase such unit following receipt of this notice or close as provided in the contract, Back Cove Estates LLC may not convey or offer to convey the unit which you now possess to any other person or persons during the following 180 days at a price or on terms more favorable than the price or terms previously offered to you unless the more favorable price or terms are first offered to you.

This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to us with your deposit within the 60 day period.

If you do not purchase said unit during said 60 day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A. § 1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if

the deed states that the Seller has complied with 33 M.R.S.A. §1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. § 1604-111.

3. Portland Ordinance - Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent or less of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

Information provided by the City of Portland indicates that the following family income levels or less will trigger the right to receive relocation assistance in an amount equal to two months rent:

| <u>Family Size</u> | <u>80% of Median Income</u> |
|--------------------|-----------------------------|
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

Verification of your income will be required.

The following notice has been approved by and is given to you pursuant to the requirements of the City of Portland:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (telephone: 874-8703).

A copy of the Portland Ordinance is included with this letter. As the tenant in possession of your unit you have the exclusive right to purchase your unit at the price specified above for the first 60 days after you receive this notice.

November 9, 2004

Page 4

4. Lease Termination.

As Back Cove Estates LLC is converting the property to a condominium, notice is hereby given terminating your tenancy on the later to occur of: (a) 120 days from the date of the receipt of this notice or (b) the end of your Lease. If you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Our records indicate that your current lease terminates on the date set forth at the beginning of this letter. Accordingly, notice is hereby given terminating your tenancy effective as of the end of your lease term or at the end of the extended occupancy period, on which date you shall be required to vacate the unit that you now occupy.

Nothing permits us to terminate of your lease in violation of its terms. Please let us know if you have any questions.

Very truly yours,
BACK COVE ESTATES LLC

By: 

Its Manager

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Response Sheet

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

Dated: _____, 200 _____

I have received the Notice of Condominium Conversion for Back Cove Estates and the Public Offering Statement.

- I wish to purchase my unit. Please contact me to make arrangements for signing the purchase and **sale** agreement. I understand that I will not be obligated until I have signed the purchase and sale agreement and made the required deposit, and that I must do so within **60** days of the date I received the conversion materials.

-
- I do not wish to purchase my unit.
- I do not wish to purchase my unit and wish to obtain relocation assistance since my income is eighty (**80**) percent or less of the median income for the Portland. Please provide me with the income verification forms.

unit # _____

Print name: _____

Telephone # _____

November 9, 2004
BY HAND DELIVERY

Robert Goldman
4 Back Cove Estates
Portland, Maine 04103

Re: Unit #4 Legal Notice of Conversion to Condominium Ownership
Lease expires Month to Month
"As Is" Unit Price to Tenants \$225,000

Dear Robert:

1. General Explanation:

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized as follows:

- (i) You have 60 days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the **60** day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;
- (ii) If you do not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for 120 days on the same terms as your current lease. If you have lived in your unit for more than four (4) years consecutively, this 120 day period will be increased by **30** additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived in the unit for **7** years and 3 months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) if your verified family income is eighty (**80**) percent or less of the median income of the Portland area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (2) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the 120 day period is extended further if you have resided in your unit for more than **4** consecutive years as set forth above).

November 9, 2004

Page 2

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The legal text of the notice follows:

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Under 33 M.R.S.A. § 1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. § 1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. § 1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. § 6001, this letter constitutes a notice to vacate under 14 M.R.S.A. § 6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to F

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This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to us with your deposit within the 60 day period.

If you do not purchase said unit during said 60 day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A. § 1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if

the deed states that the Seller has complied with 33 M.R.S.A. §1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. §1604-111.

3. Portland Ordinance - Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent **or less** of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid **by** you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

| <u>Family Size</u> | <u>80% of Median Income</u> |
|--------------------|-----------------------------|
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

Verification of your income will be required.

The following notice has been approved **by** and is given to you pursuant to the requirements of the City of Portland:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (telephone: 874-8703).

A copy of the Portland Ordinance is included with this letter. As the tenant in possession of your unit you have the exclusive right to purchase your unit at the price specified above for the first 60 days after you receive this notice.

November 9, 2004

Page 4

4, Lease Termination.

As Back Cove Estates LLC is converting the property to a condominium, notice is hereby given terminating your tenancy on the later to occur of (a) 120 days from the date of the receipt of this notice or (b) the end of your Lease. If you have lived in your unit for more than four (**4**) years consecutively, this 120 day period is increased by **30** days for each full year or fraction thereof for up to 240 extra days.

Our records indicate that your current lease terminates on the date set forth at the beginning of this letter. Accordingly, notice is hereby given terminating your tenancy effective as of the end of your lease term or at the end of the extended occupancy period, on which date you shall be required to vacate the unit that you now occupy.

Nothing permits us to terminate of your lease in violation of its terms. Please let us **know** if you have any questions.

Very truly yours,
BACK COVE ESTATES LLC

By: 
Its MANAGER

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Response Sheet

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

Dated: _____, 200_____

I have received the Notice of Condominium Conversion for Back Cove Estates and the Public Offering Statement.

- I wish to purchase my unit. Please contact me to make arrangements for signing the purchase and sale agreement. I understand that I will not be obligated until I have signed the purchase and sale agreement and made the required deposit, and that I must do so within 60 days of the date I received the conversion materials.
-

- I do not wish to purchase my unit.

- I do not wish to purchase my unit and wish to obtain relocation assistance since my income is eighty (80) percent or less of the median income for the Portland. Please provide me with the income verification forms.

unit # _____

Print name: _____

Telephone # _____

November 9, 2004
BY HAND DELIVERY

David Wood
6 Back Cove Estates
Portland, Maine 04103

Re: Unit #6 Legal Notice of ~~Conversion~~ to Condominium Ownership
Lease expires February 28, 2004
"As Is" Unit Price to Tenants \$225,000

Dear David:

1. General Explanation:

HAS ONE YEAR
TENANT SINCE
7/1/1990

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized as follows:

- (i) You have **60** days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the **60** day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;
- (ii) If you do not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for 120 days on the same terms as your current lease. If you have lived in your unit for more than four (4) years consecutively, this 120 day period will be increased by **30** additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived in the unit for 7 years and 3 months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) if your verified family income is eighty (**80**) percent or less of the median income of the Portland area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (2) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the 120 day period is extended further if you have resided in your unit for more than 4 consecutive years as set forth above).

The sooner that you indicate to us what your plans on the enclosed response sheet, the sooner we will be able to accommodate your situation.

The legal text of the notice follows:

1. Notice of Conversion:

Notice is hereby given to each residential tenant and any residential subtenant in possession of a portion of the Back Cove Estates apartments, Portland, Maine, of the proposed conversion of your apartment to condominium ownership. This notice under the Maine Condominium Act, 33 M.R.S.A. § 1604-111, is being given no later than 120 days before any tenant or any subtenant in possession will be required to vacate. Under the City of Portland's Ordinances, if you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Under 33 M.R.S.A. § 1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. § 1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. § 1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. § 6001, this letter constitutes a notice to vacate under 14 M.R.S.A. § 6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to Purchase.

For the 60 day period following the delivery of this notice to you, you have an exclusive and irrevocable option to purchase, at the price set forth as the "As Is selling price to Tenants," the unit **you** now occupy. This option may not be assigned to a third party. This right does not apply to any other units. Such right may be exercised by signing and returning to **us** during the **60** day period following the delivery of this Notice the Unit Purchase and Sale Agreement being delivered to you together with the deposit specified. If you do not contract to purchase such unit following receipt of this notice or close as provided in the contract, Back Cove Estates LLC may not convey or offer to convey the unit which you now possess to any other person or persons during the following 180 days at a price or on terms more favorable than the price or terms previously offered to you unless the more favorable price or terms are first offered to you.

This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to **us** with your deposit within the 60 day period.

If you do not purchase said unit during said **60** day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A. § 1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if

the deed states that the Seller has complied with 33 M.R.S.A. §1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. §1604-111.

3. Portland Ordinance- Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent or less of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

Information provided by the City of Portland indicates that the following family income levels or less will trigger the right to receive relocation assistance in an amount equal to two months rent:

| <u>Family Size</u> | <u>80% of Median Income</u> |
|--------------------|-----------------------------|
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

Verification of your income will be required.

The following notice has been approved by and is given to you pursuant to the requirements of the City of Portland:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (telephone: 874-8703).

A copy of the Portland Ordinance is included with this letter. As the tenant in possession of your unit you have the exclusive right to purchase your unit at the price specified above for the first 60 days after you receive this notice.

November 9, 2004

Page 4

4. Lease Termination.

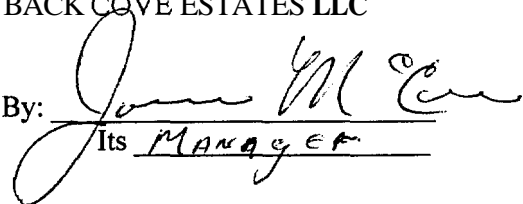
As Back Cove Estates LLC is converting the property to a condominium, notice is hereby given terminating your tenancy on the later to occur of: (a) 120 days ~~from~~ the date of the receipt of this notice or (b) the end of your Lease. If you have lived in your unit for more ~~than~~ four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Our records indicate that your current lease terminates on the date set forth at the beginning of this letter. Accordingly, notice **is** hereby given terminating your tenancy effective as of the end of your lease term or at the end of the extended occupancy period, on which date you shall be required to vacate the unit that you now occupy.

Nothing permits us to terminate of your lease in violation of its **terms**. Please let us know if you have any questions.

Very truly yours,
BACK COVE ESTATES LLC

By:


Its MANAGER

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Response Sheet

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

Dated: _____, 200_____

I have received the Notice of Condominium Conversion for Back Cove Estates and the Public Offering Statement.

- I wish to purchase my unit. Please contact me to make arrangements for signing the purchase and sale agreement. I understand that I will not be obligated until I have signed the purchase and sale agreement and made the required deposit, and that I must do so within 60 days of the date I received the conversion materials.

-
- I do not wish to purchase my unit.
- I do not wish to purchase my unit and wish to obtain relocation assistance since my income is eighty (80) percent or less of the median income for the Portland. Please provide me with the income verification forms.

Unit # _____

Print name: _____

Telephone # _____

November 9, 2004
BY HAND DELIVERY

Matthew Daigneault
Joseph Perverada
7 Back Cove Estates
Portland, Maine 04103

Re: Unit #7 Legal Notice of Conversion to Condominium Ownership
Lease expires Month to Month
"As Is" Unit Price to Tenants \$225,000

Dear Matthew and Joseph:

1. General Explanation:

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized as follows:

- (i) You have **60** days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the **60** day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;
- (ii) If you **do** not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for 120 days on the same terms as your current lease. If you have lived in your unit for more than four (**4**) years consecutively, this 120 day period will be increased by 30 additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived in the unit for 7 years and 3 months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) if your verified family income is eighty (**80**) percent or less of the median income of the Portland area, adjusted for family size, as determined by the **U.S.** Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (2) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the

November 9, 2004

Page 2

120 day period is extended further if you have resided in your unit for more than 4 consecutive years as set forth above).

The sooner that you indicate to us what your plans on the enclosed response sheet, the sooner we will be able to accommodate your situation.

The legal text of the notice follows:

1. Notice of Conversion:

Notice is hereby given to each residential tenant and any residential subtenant in possession of a portion of the Back Cove Estates apartments, Portland, Maine, of the proposed conversion of your apartment to condominium ownership. This notice under the Maine Condominium Act, 33 M.R.S.A. §1604-111, is being given no later than 120 days before any tenant or any subtenant in possession will be required to vacate. Under the City of Portland's Ordinances, if you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Under 33 M.R.S.A. §1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. §1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. §1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. §6001, this letter constitutes a notice to vacate under 14 M.R.S.A. §6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to Purchase.

For the 60 day period following the delivery of this notice to you, you have an exclusive and irrevocable option to purchase, at the price set forth as the "As Is selling price to Tenants," the unit you now occupy. This option may not be assigned to a third party. This right does not apply to any other units. Such right may be exercised by signing and returning to us during the 60 day period following the delivery of this Notice the Unit Purchase and Sale Agreement being delivered to you together with the deposit specified. If you do not contract to purchase such unit following receipt of this notice or close as provided in the contract, Back Cove Estates LLC may not convey or offer to convey the unit which you now possess to any other person or persons during the following 180 days at a price or on terms more favorable than the price or terms previously offered to you unless the more favorable price or terms are first offered to you.

This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to us with your deposit within the 60 day period.

If you do not purchase said unit during said 60 day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A.

§1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if the deed states that the Seller has complied with 33 M.R.S.A. § 1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. §1604-111.

3. Portland Ordinance - Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent or less of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

Information provided by the City of Portland indicates that the following family income levels or less will trigger the right to receive relocation assistance in an amount equal to two months rent:

| <u>Family Size</u> | <u>80% of Median Income</u> |
|--------------------|-----------------------------|
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

Verification of your income will be required.

The following notice has been approved by and is given to you pursuant to the requirements of the City of Portland:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (telephone: 874-8703).

November 9, 2004

Page 4

A copy of the Portland Ordinance is included with this letter. As the tenant in possession of your unit you have the exclusive right to purchase your unit at the price specified above for the first 60 days after you receive this notice.

4. Lease Termination.

As Back Cove Estates LLC is converting the property to a condominium, notice is hereby given terminating your tenancy on the later to occur of (a) 120 days from the date of the receipt of this notice or (b) the end of your Lease. If you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for **up** to 240 extra days.

Our records indicate that your current lease terminates on the date set forth at the beginning of this letter. Accordingly, notice is hereby given terminating your tenancy effective as of the end of your lease term or at the end of the extended occupancy period, on which date you shall be required to vacate the unit that you now occupy.

Nothing permits us to terminate of your lease in violation of its terms. Please let us know if you have any questions.

Very truly yours,
BACK COVE ESTATES LLC

By: Jane M. Egan
Its Manager

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Response Sheet

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

Dated: _____, 200_____

I have received the Notice of Condominium Conversion for Back Cove Estates and the Public Offering Statement.

- I wish to purchase my unit. Please contact me to make arrangements for signing the purchase and sale agreement. I understand that I will not be obligated until I have signed the purchase and sale agreement **and** made the required deposit, and that I must do so within 60 days of the date I received the conversion materials.

-
- I do not wish to purchase my unit.
- I do not wish to purchase my unit and wish to obtain relocation assistance since my income is eighty (80) percent **or** less of the median income for the Portland. Please provide me with the income verification forms.

Unit # _____

Print name: _____

Telephone # _____

November 9, 2004
BY HAND DELIVERY

Mr. & Mrs. John Filatrault
8 Back Cove Estates
Portland, Maine 04103

Re: Unit #8 Legal Notice of Conversion to Condominium Ownership
Lease expires Month to Month
"As Is" Unit Price to Tenants \$220,000

Dear Mr. & Mrs. Filatrault:

1. General Explanation:

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized as follows:

- (i) You have 60 days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the 60 day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;

- (ii) If you do not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for more than four (4) years consecutively, this 120 day period wills increased by 30 additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived in the unit for 7 years and 3 months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) If your verified family income is eighty (80) percent or less of the median income of the Portland area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (2) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the 120 day period is extended further if you have resided in your unit for more than 4 consecutive years as set forth above).

The sooner that you indicate to us what your plans on the enclosed response sheet, the sooner we will be able to accommodate your situation.

The legal text of the notice follows:

I. Notice of Conversion:

Notice is hereby given to each residential tenant and any residential subtenant in possession of a portion of the Back Cove Estates apartments, Portland, Maine, of the proposed conversion of your apartment to condominium ownership. This notice under the Maine Condominium Act, 33 M.R.S.A. §1604-111, is being given no later than 120 days before any tenant or any subtenant in possession will be required to vacate. Under the City of Portland's Ordinances, if you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Under 33 M.R.S.A. §1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. §1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. §1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. §6001, this letter constitutes a notice to vacate under 14 M.R.S.A. §6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to Purchase.

For the 60 day period following the delivery of this notice to you, you have an exclusive and irrevocable option to purchase, at the price set forth as the "As Is selling price to Tenants," the unit you now occupy. This option may not be assigned to a third party. This right does not apply to any other units. Such right may be exercised by signing and returning to us during the 60 day period following the delivery of this Notice the Unit Purchase and Sale Agreement being delivered to you together with the deposit specified. If you do not contract to purchase such unit following receipt of this notice or close as provided in the contract, Back Cove Estates LLC may not convey or offer to convey the unit which you now possess to any other person or persons during the following 180 days at a price or on terms more favorable than the price or terms previously offered to you unless the more favorable price or terms are first offered to you.

This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to us with your deposit within the 60 day period.

If you do not purchase said unit during said 60 day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A. §1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if

the deed states that the Seller has complied with 33 M.R.S.A. §1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. §1604-111.

3. Portland Ordinance - Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent or less of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

Information provided by the City of Portland indicates that the following family income levels or less will trigger the right to receive relocation assistance in an amount equal to two months rent:

| | |
|-------------|----------------------|
| Family Size | 80% of Median Income |
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

Verification of your income will be required.

The following notice has been approved by and is given to you pursuant to the requirements of the City of Portland:

If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101 (telephone: 874-8703).

A copy of the Portland Ordinance is included with this letter. As the tenant in possession of your unit you have the exclusive right to purchase your unit at the price specified above for the first 60 days after you receive this notice.

4. Lease Termination.

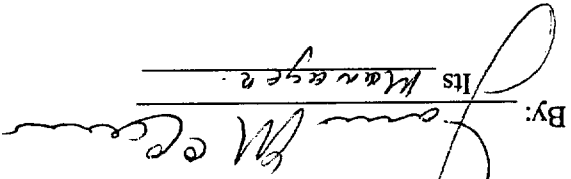
As Back Cove Estates LLC is converting the property to a condominium, notice is hereby given terminating your tenancy on the later to occur of: (a) 120 days from the date of the receipt of this notice or (b) the end of your Lease. If you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Our records indicate that your current lease terminates on the date set forth at the beginning of this letter. Accordingly, notice is hereby given terminating your tenancy effective as of the end of your lease term or at the end of the extended occupancy period, on which date you shall be required to vacate the unit that you now occupy.

Nothing permits us to terminate of your lease in violation of its terms. Please let us know if you have any questions.

Very truly yours,

BACK COVE ESTATES LLC

By: 

Its Manager.

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Telephone #

Print name:

Unit #

Please provide me with the income verification forms.
my income is eighty (80) percent or less of the median income for the Portland.
I do not wish to purchase my unit and wish to obtain relocation assistance since

I do not wish to purchase my unit.

 I wish to purchase my unit. Please contact me to make arrangements for signing the purchase and sale agreement. I understand that I will not be obligated until I have signed the purchase and sale agreement and made the required deposit, and that I must so within 60 days of the date I received the conversion materials.

I have received the Notice of Condominium Conversion for Back Cove Estates and the Public Offering Statement.

Dated: _____, 200

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

November 9, 2004
BY HAND DELIVERY

Duane Lall
9 Back Cove Estates
Portland, Maine 04103

Re: Unit #9 Legal Notice of Conversion to Condominium Ownership
Lease expires Month to Month
"As Is" Unit Price to Tenants \$220,000

Dear Duane:

1. General Explanation:

Back Cove Estates LLC purchased the Back Cove Estates apartment complex last December and will be establishing a condominium to be known as Back Cove Estates.

We are required to give you this notice, which may be summarized as follows:

- (i) You have **60** days from the date this notice is delivered to your Unit in which to decide if you would like to purchase the unit you currently occupy at the price specified above. Prior to the expiration of the 60 day period, you must sign and deliver the purchase and sale agreement in the form provided in the attached Public Offering Statement and pay a \$2,000 deposit;
- (ii) If you do not wish to purchase your unit, you may still continue to live in your unit until your lease expires. However if your lease term ends within 120 days from the date you receive this notice, then you may still remain in your unit for 120 days on the same terms as your current lease. If you have lived in your unit for more than four (**4**) years consecutively, this 120 day period will be increased by **30** additional days for each additional full year or fraction thereof you have lived in the unit for up to 240 additional days (for example, if you have lived in the unit for 7 years and **3** months, you may remain for an additional 120 days for a total of 240 days); and
- (iii) if your verified family income is eighty (**80**) percent or less of the median income of the Portland area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development, then you are eligible for a relocation subsidy in an amount equal to the amount of rent you paid for the immediately preceding two (**2**) months.

The enclosed "Public Offering Statement" contains material required by law in order to help you make a decision as to whether you should purchase your unit. You should review it before you make your decision.

If you do not wish to purchase your unit, we expect that some buyers may wish to continue to rent their units to tenants. We expect to make these situations available on a first come - first served basis although we do not guarantee that any specific tenants may be accommodated or that any specific units will be available. Otherwise if we do not hear from you, then you will need to vacate based on the later of (a) the date your lease term expires, or (b) 120 days from the date you receive this notice (the 120 day period is extended further if you have resided in your unit for more than **4** consecutive years as set forth above).

November 9, 2004

Page 2

The sooner that you indicate to us what your plans on the enclosed response sheet, the sooner we will be able to accommodate your situation.

The legal text of the notice follows:

1. Notice of Conversion:

Notice is hereby given to each residential tenant and any residential subtenant in possession of a portion of the Back Cove Estates apartments, Portland, Maine, of the proposed conversion of your apartment to condominium ownership. This notice under the Maine Condominium Act, 33 M.R.S.A. § 1604-111, is being given no later than 120 days before any tenant or any subtenant in possession will be required to vacate. Under the City of Portland's Ordinances, if you have lived in your unit for more than four (4) years consecutively, this 120 day period is increased by 30 days for each full year or fraction thereof for up to 240 extra days.

Under 33 M.R.S.A. § 1604-111, this notice must be hand delivered to your unit or mailed by prepaid United States mail to you and any subtenant at the address of the unit or any other mailing address provided by a tenant. No tenant or subtenant will be required to vacate upon less than 120 days' notice, except by reason of non-payment of rent, waste or conduct that disturbs other tenants' peaceful enjoyment of the premises, and the terms of the tenancy may not be altered during that period. Failure to give this notice as required under 33 M.R.S.A. § 1604-111 is a defense to an action for possession.

As set forth in 33 M.R.S.A. § 1604-111, the specification of a date by which a unit must be vacated and in compliance with 14 M.R.S.A. § 6001, this letter constitutes a notice to vacate under 14 M.R.S.A. § 6001. Nothing permits termination of a lease by us in violation of its terms.

2. 60 Day Exclusive Option to Purchase.

For the 60 day period following the delivery of this notice to you, you have an exclusive and irrevocable option to purchase, at the price set forth as the "As Is selling price to Tenants," the unit you now occupy. This option may not be assigned to a third party. This right does not apply to any other units. Such right may be exercised by signing and returning to us during the 60 day period following the delivery of this Notice the Unit Purchase and Sale Agreement being delivered to you together with the deposit specified. If you do not contract to purchase such unit following receipt of this notice or close as provided in the contract, Back Cove Estates LLC may not convey or offer to convey the unit which you now possess to any other person or persons during the following 180 days at a price or on terms more favorable than the price or terms previously offered to you unless the more favorable price or terms are first offered to you.

This offer may be accepted only by signing and returning the Purchase and Sale Agreement in to us with your deposit within the 60 day period.

If you do not purchase said unit during said 60 day period, then we may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable than the price or terms offered to you under the enclosed agreement. If a unit is conveyed in violation of 33 M.R.S.A. § 1604-111(b) to a purchaser for value who has no knowledge of the violation of the terms thereof, recordation of the deed conveying the unit will extinguish any right you may have to purchase the unit if

the deed states that the Seller has complied with 33 M.R.S.A. § 1604-111 but any such conveyance does not affect your right as tenant to recover damages from the Declarant for a violation of 33 M.R.S.A. §1604-111.

3. Portland Ordinance - Relocation Assistance:

If you do not purchase the unit you occupy and your gross income is eighty (80) percent or less of the median income for the Portland SMSA adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time this notice is given, then before you can be required to vacate, we must make a cash payment to you in an amount equal to the amount of rent paid by you for the immediately preceding two (2) months. This requirement shall not apply to any tenant whose gross income exceeds eighty (80) percent of the median income of the Portland SMSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development at the time notice is given as required in section 14-568(a). Additionally, we shall, upon demand, provide assistance to a tenant in the form of referrals to other reasonable accommodations and in determining the tenant's eligibility for relocation payments as provided herein. (Ord. No. 213-81, §608.5, 11-16-81).

Information provided by the City of Portland indicates that the following family income levels or less will trigger the right to receive relocation assistance in an amount equal to two months rent:

| <u>Family Size</u> | <u>80% of Median Income</u> |
|--------------------|-----------------------------|
| 1 | \$35,100 |
| 2 | \$40,150 |
| 3 | \$45,150 |
| 4 | \$50,150 |
| 5 | \$54,150 |
| 6 | \$58,200 |
| 7 | \$62,200 |
| 8 | \$66,200 |

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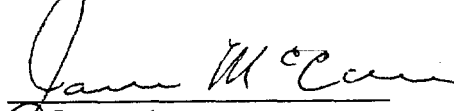
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Very truly yours,
BACK COVE ESTATES LLC

By: 
Its MANAGER.

cc City of Portland – Building Inspection Division

Enclosure: Back Cove Estates Public Offering Statement

Response Sheet

To Back Cove Estates, LLC
67 Back Cove Estates
Portland, ME 04103-4621

Dated: _____, 200_____

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-
- I do not wish to purchase my unit.
- I do not wish to purchase my unit and wish to obtain relocation assistance since my income is eighty (80) percent or less of the median income for the Portland. Please provide me with the income verification forms.

Unit # _____

Print name: _____

Telephone # _____