DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



This is to certify that

203 ANDERSON LLC /n/a

Located at

197 ANDERSON ST

**PERMIT ID: 2013-00067** 

CBL: 010 A021001

has permission to Certificate of Occupancy permit for office use for Unit 1A. NO CONSTRUCTION. provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise clsoed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

**Fire Prevention Officer** 

PERMIT ID: 2013-00067

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
THERE IS A PENALTY FOR REMOVING THIS CARD

SCANNED

Located at: 197 ANDERSON ST CBL: 010 A021001

City of Portland, Maine	- Building or Use	Permit Applicat	tion	Permit No:	Issue Date:	CBL:
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8				2013-00067		010 A021001
Location of Construction: Owner Name:			Owne	r Address:		Phone:
197 ANDERSON ST	203 ANDERS	SON LLC	PO 1 0410	BOX 6610 PORT 03	ΓLAND, ME	
Business Name:	Contractor Name	e:	Contr	actor Address:		Phone
Holding Hands Home Health LLC	Care n/a					
Lessee/Buyer's Name	Phone:	A CONTRACTOR OF THE CONTRACTOR	Permi	Permit Type:		Zone:
Hamza Haadoow	(207) 772-020	00	Change of Use - Commercial		ILb	
Past Use:	Proposed Use:		Perm	it Fee:	Cost of Work:	CEO District:
offices	Same - offices	3		\$105.00	\$1,00	
			FIRE	DEPT:	Approved INS	PECTION:
				£	Denied Use	Group: Type: SB
			2/1	11/2	N/A	MUBEC-2009
Proposed Project Description:	Annual Control of the		1			
Certificate of Occupancy pern CONSTRUCTION.	nit for office use for Un	it 1A. NO		ture: BAA ACTIVITI	Sign (ES DISTRICT (F	PECTION:  Group: B  Type: \$B  MUDEC ZOOG  nature: MB 2/B   / / / / / / / / / / / / / / / / / /
				ction: Approve		d w/Conditions Denied
		T	Si	gnature:		Date:
Permit Taken By: bjs	Date Applied For: 01/09/2013			Zoning A	Approval	
1. This permit application do	I	Special Zone or Re	eviews	Zoning	Appeal	Historic Preservation
Applicant(s) from meeting Federal Rules.		Shoreland		☐ Variance		☑ Not in District or Landmark
<ol> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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</li> </ol>		Wetland		Miscellan	eous	Does Not Require Review
		Flood Zone		Condition	al Use	Requires Review
		Subdivision		☐ Interpretat	ion	Approved
· •		Site Plan		Approved		☐ Approved w/Conditions
			ИМ 🗌	☐ Denied		☐ Denied
		Date: 11 10 13 ARA	_	Date:		Date: MPM
		CDDTVIC				
I beneficial as a		CERTIFICA'				
I hereby certify that I am the ov I have been authorized by the o	vner of record of the na	med property, or the	at the p	oroposed work is	authorized by t	the owner of record and that
jurisdiction. In addition, if a pe	rmit for work described	d in the application i	izeu ag is issue	ed. I certify that the	ne code official	I applicable laws of this I's authorized representative
shall have the authority to enter such permit.	all areas covered by su	ich permit at any rea	isonab	le hour to enforce	the provision	of the code(s) applicable to
SIGNATURE OF APPLICANT		ADDR	ESS		DATE	PHONE



# Certificate of Occupancy

# CITY OF PORTLAND, MAINE



Department of Planning and Urban Development **Building Inspections Division** 

Location: 197 ANDERSON ST

CBL: 010 A021001

Issued To: 203 Anderson Llc /n/a

Issued Date: 03/25/2013

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 201300067 has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Front Right 1st Floor Unit 1A

USE GROUP: B - OFFICE TYPE: 5B IBC 2009 (MUBEC)

LIMITING CONDITIONS: ISSUED FOR: HOLDING HANDS HOME HEALTH CARE LLC

Approved:

Inspector

Inspection Division Director Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

# BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months. If the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.

### **REQUIRED INSPECTIONS:**

Certificate of Occupancy/Final Final - Fire

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

PERMIT ID: 2013-00067 Located at: 197 ANDERSON ST CBL: 010 A021001

City of Portland, Maine - Buil	ding or Use Permit		Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101 Tel: (2	<del>-</del>	-8716	2013-00067	01/09/2013	010 A021001
Location of Construction: Owner Name:		Owner Address:			Phone:
197 ANDERSON ST	203 ANDERSON LLC	P	PO BOX 6610		
Business Name:	Contractor Name:	Co	ontractor Address:		Phone
Holding Hands Home Health Care L	n/a	İ			
Lessee/Buyer's Name	Phone:	Pe	ermit Type:		
Hamza Haadoow	2077720200	Change of Use - Commercial			
Proposed Use:	]	Proposed :	Project Description:		
Same - offices			ate of Occupancy j RUCTION.	permit for office use	for Unit 1A. NO
Dept: Zoning Status: A Note:	pproved Rev	iewer:	Ann Machado	Approval Da	te: 01/10/2013 Ok to Issue: ☑
Dept: Building Status: A	pproved w/Conditions Rev	iewer:	Jeanie Bourke	Approval Da	te: 02/01/2013 Ok to Issue:
This permit was required by the S previously established. It does NO			in order to issue a	Certificate of Occupa	ancy, the use was
Application approval based upon plans requires separate review and		icant or	design professiona	al. Any deviation from	n approved
3) Separate permits are required for pellet/wood stoves, commercial he part of this process.					
Dept: Fire Status: A	pproved w/Conditions Rev	iewer:	Ben Wallace Jr	Approval Da	te: 02/14/2012
Note:	**				Ok to Issue: 🗹

1) Building shall comply with City Code Chapter 10 prior to certificate of occupancy.

# General Building Permit Application

f 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.

(	( <i>'</i>			
Location/Address of Construction: 203	- Anderson St#4A Ported ME 04/01			
Total Square Footage of Proposed Structure/An	Square Footage of Lot			
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant *must be owned Lessee or Buyer* Telephone:			
10 A 21	Name Hamta A. Haadoo W Address 203 Anderson St. #IA			
	City, State & Zip Portly ME 04/01			
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Cost Of			
Holding Hands Home	Name 2013 Andrew Shut Le Work: \$			
Health Care LLC	Address Por Pax 6610 C of O Fee: \$			
meeting to the second	City, State & Zip Portland Total Fee: \$			
Current legal use (i.e. single family)	the.			
If vacant, what was the previous use?	offici			
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	ne Heath Care - administration states			
Is property part of a subdivision?	If yes, please name			
Project description:				
She livering needs permit to show space meet				
Contractor's name:				
Contractor's name:				
Address: of Bullon to the state of Portland to the state of Portland to the state of Portland to the state of the s				
Contractor's name:  Address:  City, State & Zip  Dept. of Portland Maine  City of Telephone:				
Who should we contact when the permit is ready: #AMLA TAACOW 207-274-1466 Telephone:				
Mailing address: 203 Anderson St # 1A Portland ME 04101				
Please submit all of the information outlined on the applicable Checklist, Failure to				

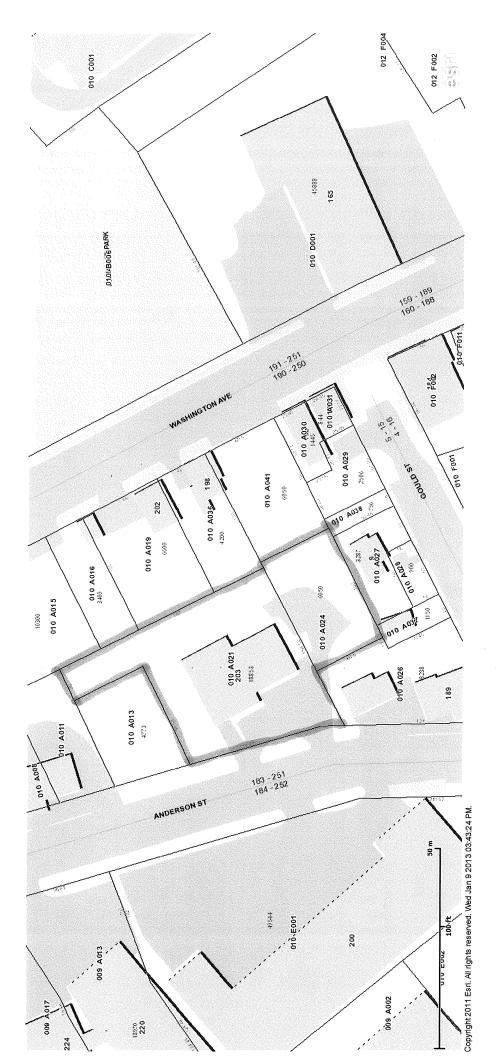
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

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 or to download copies of this form and other applications visit the Inspections Division on-line at <a href="https://www.portlandmaine.gov">www.portlandmaine.gov</a>, or stop by the Inspections Division 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.

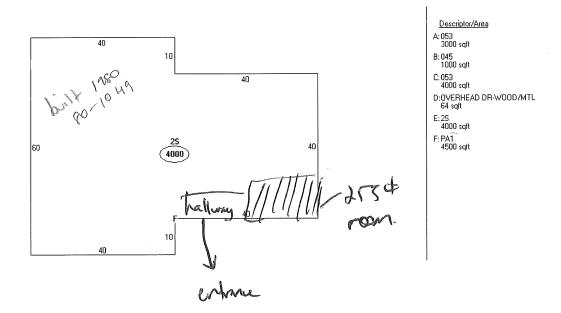
Signature:	Hamz Hudeou	Date:	01-09-2013	

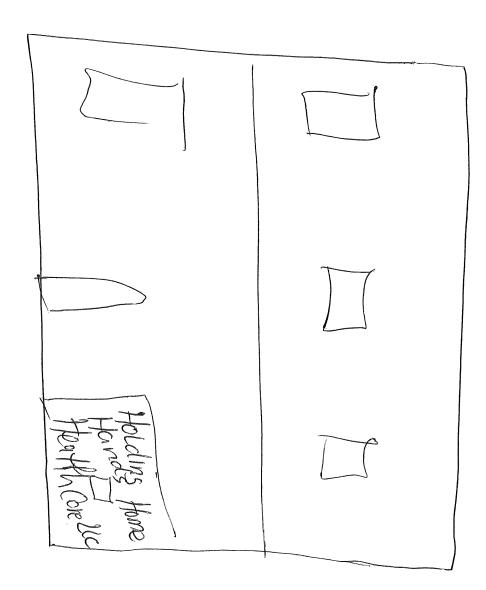
This is not a permit; you may not commence ANY work until the permit is issue





one room





### COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES (fill in	n)	203 Ander	cson LLC,		, with a mailing		
	address of PO Box	6610, Portland, ME	04104				
			Almanda de la companya del companya de la companya del companya de la companya de		O"), hereby leases to		
	Hama	za Haadoow, Holding	Hands Home Health	Care LLC	, with a mailing		
	address of 1 Coast	Lane, Portland, ME	04103	CONTRACTOR			
		TOTAL POPULATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION AND ADMINISTRATION ADMINISTRATION AND	, ("TENANT"), and TE	ENANT hereby leases	from LANDLORD		
	the following described	premises.					
2. LEASED	The leased premises are		255		are feet. The leased		
PREMISES (fill in and include, if	premises are located at	203 Anderson St Sui	te 1, POrtland, ME	04103	together with		
applicable, suite number, floor	the right to use, in com	mon, with others entitled there	to, the hallways, stairways, ar	nd elevators, necessary			
number and	_	vatories nearest thereto. During			•		
square feet)	LANDLORD in the amadditional rent shall be	ount of due each month along with pay	\$) ment of base rent_TENANT عليه	na ) per pa	arking space, which		
	LANDLORD and other	paces in the parking lot locate	One	( <u>1</u> ) [NONE	IF LEFT BLANK]		
	undesignated parking s	paces in the parking lot locate cepted in "as is" condition excepted.	d at in comman	area parking	lot . The		
		ANDLORD has made no representation.					
	leased premises, their	suitability for any particular u	ase and/or the physical condi-	tion thereof; and b)	that TENANT has		
	conducted its own due d	liligence inquiries with respect to	o the leased premises and is sat	tisfied with the results	thereof.		
3. TERM (fill in)	The term of this Lease s		1 Year	, unless s	ooner terminated as		
	herein provided, comm		r 15 , 2012 DLORD shall deliver possession	(the "Commencemen	t Date") and ending		
	on <u>November</u> November 15,	2012 , 2013 . LANI					
	under this Lease shall	apply from the possession da					
	possession date.						
4. RENT (fill in)	Commencing on the Cor	mmencement Date, TENANT sl	nall pay to LANDLORD the fo	ollowing base rent:			
	Lease Year	Annual Base Re	ent	Monthly Ren	nt		
	1	\$3,900.00	ndi a a a a fini di punta di 1900 di 1	\$ <u>325.00</u>			
	<u>na</u>	\$ <u>na</u>	PERCONA THE	\$ <u>na</u>			
	na	\$ <u>na</u>	(	\$ <u>na</u>			
	<u>na</u>	\$ <u>na</u>	AND AND ADDRESS OF COMMAND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND AND ADDRESS OF COMMAND ADDRESS OF	\$ <u>na</u>			
	<u>na</u>	\$ <u>na</u>		\$ <u>na</u>			
	payable in advance in	equal monthly installments on	the first day of each month	during the term of	this Lease without		
	deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments						
	to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated na						
		I	f TENANT does not pay base				
		or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount					
		The late charge shall be equal					
	addition to the rent then		1				

Page 1 of 8

Magnusson Balfour 95 India St Portland, ME 04101 Phone: 2077747715 107 Fax: 2078799102

Craig Church

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Untitled

5.	. RENEWAL OPTION (fill in or delete)	So long as TENANT is not in default of this Lease at the time of exercise of TENANT'S renewal option, TENANT shall have the option to renew this Lease for <a href="na">na</a> terms of <a href="na">na</a> . In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before <a href="Three">Three</a> ( <a href="mailto:3">3</a> ) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:				
		the same terms and con				
		Lease Year(s)	Annual Base Rent	Monthly Rent		
		na	\$ <u>na</u>	\$ <u>na</u>		
		na	\$ <u>na</u>			
		<u>na</u>	\$ <u>na</u>	\$ <u>na</u>		
		<u>na</u>	\$ <u>na</u>			
		<u>na</u>	\$ <u>na</u>	\$ <u>na</u>		
		In the event that TENA been exercised.	NT fails to notify LANDLORD as required	under this Section, the option shall be deemed not to have		
6.	. SECURITY DEPOSIT (fill in)	Twentv-Five	this Lease, TENANT shall pay to LANDLO	lars (\$ 325.00 ), which shall be held		
		Lease subject to TENA		refunded to TENANT without interest at the end of this additions hereof. TENANT shall immediately replenish the		
7.	. RENT ADJUSTMENT A. TAXES (fill in)	which the leased premise (hereinafter called the subparagraph B of this such excess in each year fiscal year in which this	ses are a part, are in excess of the amount of "Base Year"), TENANT will pay to LANI Article, ar of the term of this Lease or any extensions Lease commences or ends. If LANDLORD	, the real estate taxes on the land and buildings, of the real estate taxes thereon for the fiscal year 2012  DLORD as additional rent hereunder, in accordance with percent ( na %) of on or renewal thereof and proportionately for any part of a pobtains an abatement of any such excess real estate tax, and costs incurred in obtaining the same, if any, shall be		
	B. OPERATING COSTS (fill in)	na . Op building and its appurte (i.e. as of said last day land on which they are "building"). Operating water and sewer and off related to the building; building including the equipment, non-capital the building in a well m costs of the managem reasonable costs relating TENANT's share of op- calendar year.	percent of any increase in operating expenses are defined for the purpose enances and all exterior areas, yards, plazas of the calendar year concerned) located out the calendar year concerned) located out the calendar year concerned) located out the located (said building appurtenances, extend expenses include, but are not limited to: (i) there utility services and facilities to the building; (iii) all costs for common area cleaning operation and repair of heating and air correspondent and all other repairs, improvemental and condition; (v) all costs of snow an ent of the building, including, without ling directly to the ownership, operation, maintereating expenses shall be prorated should the	der in accordance with subparagraph B of this Article, ating expenses over those incurred during the calendar year as of this agreement as operating expenses per annum of the state of the building but related thereto and the like then trailed of the building but related thereto and the parcels of prior areas, and land hereinafter referred to in total as the all costs of furnishing electricity, heat, air-conditioning, ing; (ii) all costs of any insurance carried by LANDLORD and janitorial services; (iv) all costs of maintaining the conditioning equipment and any other common building tents and replacements required by law or necessary to keep and ice removal, landscaping and grounds care; (vi) all other mitation property management fees; and (vii) all other tenance and management of the building by LANDLORD, his Lease be in effect with respect to only a portion of any		
		rent for TENANT'S shestimated monthly pay TENANT'S annualized hundred and twenty (1 showing the amount of In the event that TENA statement shall be deen period, LANDLORD statement objected to b LANDLORD, as additionally additionally and the statement of the control of the con	nare of such increases in real estate taxes rements shall be made along with base ren share of such increases in real estate taxes .20) days after the end of each calendar ye such increases in real estate taxes and opera ANT does not object to such statement in med accurate. Upon written request by TEN shall provide to TENANT reasonable suppoy TENANT. TENANT shall, within thirty	nonthly estimated payments to LANDLORD, as additional and operating expenses for the then current year. Said at payments and shall be equal to one twelfth (1/12) of and operating expenses for the current year. Within one ear, LANDLORD shall deliver to TENANT a statement ting expenses also showing TENANT'S share of the same, writing within ninety (90) days of receipt of same, such NANT to LANDLORD made within said ninety (90) day corting documentation for any item of expense on such y (30) days after such delivery, pay TENANT'S share to the estimated payments exceed TENANT'S share, then the mated increases.		

#### 8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such common area cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED PREMISES (fill in)

TENANT shall use the leased premises only for the purpose of Professional office space

Neither LANDLORD nor LANDLORD'S BROKER have made any representations to TENANT regarding the uses of the leased premises allowed under applicable law or other restrictions of record, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

#### 10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT's use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

#### 11. MAINTENANCE

# A. TENANT'S

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all systems serving exclusively the leased premises) in as good OBLIGATIONS order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased OBLIGATIONS premises are a part, building systems not exclusively serving the leased premises and the common areas, in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

12. ALTERATIONS-**ADDITIONS** 

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building (except for nail holes for hanging art), or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT may install signs of the following dimensions in the following locations, which signs shall be installed at TENANT'S sole expense, in compliance with all applicable laws and ordinances, and in compliance with LANDLORD'S sign standards attached hereto: Please make sure to discuss with the landlord prior to any changes.

[NONE IF LEFT BLANK]. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT-**SUBLEASING** (revise if applicable) TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance [which consent shall not be unreasonably withheld] (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

AND QUIET **ENJOYMENT** 

14. SUBORDINATION This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the leased premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD's lender.

15. LANDLORD'S **ACCESS** 

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the ( <u>3</u> ) months preceding the expiration of this Lease. LANDLORD Three reserves the right at any time within **Three** ( **3** ) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

16. INDEMNIFICA-TION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by TENANT or others.

17. TENANT'S LIABILITY **INSURANCE** (fill in)

TENANT shall (i) insure TENANT and LANDLORD, as an additional named insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such Maine admitted companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than **One Million** 

Dollars (\$ 1,000,000.00

combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine all risk perils form, or its equivalent, in such amounts and with such Maine admitted companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies, and TENANT promptly shall deliver to LANDLORD complete copies of TENANT'S insurance policies upon request from LANDLORD. All of the foregoing insurance policies shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Article.

**18. FIRE** CASUALTY-**EMINENT DOMAIN** 

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

#### 19. DEFAULT AND In the event that: BANKRUPTCY

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or upon mailing to the leased premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT. Such notice shall be deemed served on the date of hand delivery to the leased premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article, 1, or at such other address as LANDLORD may from time to time advise in writing.

#### 21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations, fixtures (including those installed by TENANT), and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

#### 22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exists on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

# 23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.

# 24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

### 25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

# 26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

#### 27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

#### 28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE, LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns, LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

#### 30. BROKERAGE (fill in)

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than na ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this

Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Craig Church ("LANDLORD'S BROKER"), LANDLORD

agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

203 Anderson LLC

agrees to pay

Magnusson Balfour Commercial & Business Broker a commission upon execution of this Lease. The person entitled to a commission under the foregoing sentence is an intended third-party beneficiary of the foregoing sentence and may enforce the commission payment obligation.

#### 31. OTHER **PROVISIONS** (fill in or delete)

It is also understood and agreed that: Tenant will pay an additional \$15.00 per month for the proportionate share of approx. 6.4 percent of the first floor electrical and heating usage. All signage will have landlord's prior written approval and shall abide with all local signage ordinances. signage cost shall be the Tenant's responsibility as well as telecommunication and any janitorial service to the interior of the space.

	S IS A LEGAL DOCUMENT. IF NOT FULLY UNDE	
IN WITNESS WHER	EOF, the said parties hereunto set their hands and seals	this 14 day of Wovemby, 12.
TENANT:		LANDLORD:
Hamza Haadoow Care Legal Name of Tenant Signature NAME/TITLE Witness to Tenant	Holding Hands Home Health  the Lack of Ward of	203 Anderson LLC, Legal Name of Landlord  Signature  NAME/TITLE  Witness to Landlord
GUARANTY (fill in or delete)	does hereby unconditionally guaranty to LANDLOR covenant, term and condition of the Lease to be perfor of money stated in the Lease to be payable by TGUARANTOR hereunder shall not be terminated, affindulgences to TENANT. This guaranty shall remain assignment, subletting or extension of the Lease, we consented to such renewal, modification, assignment acceptance of this Guaranty by LANDLORD, notice guarantorship defenses generally. The liability of GUaction which shall accrue to LANDLORD under the Lipointly and severally, and may proceed against GUA obtained any judgment against TENANT. All of the successors and assigns of LANDLORD and shall be be	an inducement to LANDLORD to enter into the foregoing Lease with the tentrology of the complete and due performance of each and every agreement, med by TENANT, including without limitation the payment of all sums TENANT. The validity of this guaranty and the obligations of the feeted, or impaired by reason of the granting by LANDLORD of any and continue in full force and effect as to any renewal, modification, whether or not GUARANTOR shall have received any notice of or at, subletting or extension. GUARANTOR hereby waives notice of the of default by TENANT under the Lease, and all suretyship and IARANTOR under this guaranty shall be primary, and in any right of ease, LANDLORD may proceed against GUARANTOR and TENANT, ARANTOR without having commenced any action against or having terms and provisions of this guaranty shall inure to the benefit of the inding upon the successors and assigns of GUARANTOR.
IN WITNESS WHER	EOF, GUARANTOR has executed this Guaranty this _	19 day of MOVEMBER, 2012.
GUARANTOR:		
Legal Name of Guaran Signature NAME/TITLE	Mentor Manual	Witness to Guarantor

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