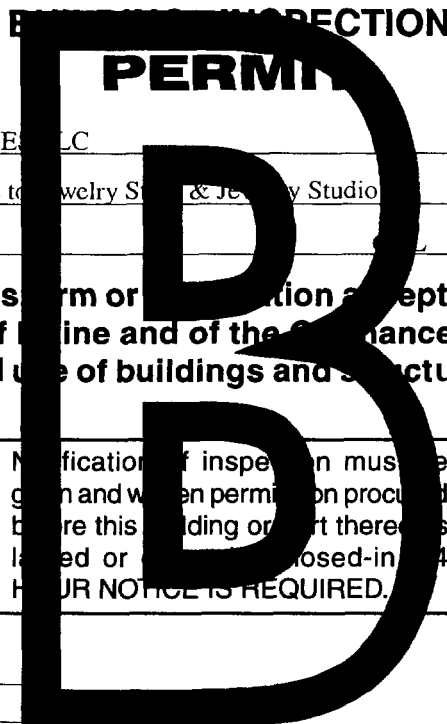


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached



PERMIT ISSUED
Permit Number: 060622
AUG - 7 2000
CITY OF PORTLAND

This is to certify that SHERWOOD PROPERTIES, LLC
has permission to Change of use from Office to Jewelry Store & Jewelry Studio
AT 78 WASHINGTON AVE 013 C005001

provided that the person or persons who apply for and accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is occupied or closed-in. 4 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0622	Issue Date: PERMIT ISSUED AUG - 7 2006	BL: 03 CC05001
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Location of Construction: 78 WASHINGTON AVE	Owner Name: SHERWOOD PROPERTIES LLC	Owner Address: PO BOX 11182	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B2b

Past Use: Commercial - mixed use	Proposed Use: Commercial/ Change of use from Office to Jewelry Store & Jewelry Studio	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 1
<p><i>UPGRADE: SIX RESIDENTIAL D.U. WITH 1ST FLOOR COMMERCIAL</i></p>		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>M</i> Type: <i>SB</i> <i>7/31/06</i>	
Proposed Project Description: Change of use from Office to Jewelry Store & Jewelry Studio		Signature: <i>Craig Carr</i>		
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Idobson	Date Applied For: 05/01/2006	Zoning Approval
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Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<i>OK with condition</i> Date: <i>5/17/06</i>	<i>S</i> Date: _____	<i>S</i> Date: _____

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
KRESPONSIBLE PERSON IN CHARGE OF WORK. TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0622	Date Applied For: 05/01/2006	CBL: 013 C005001
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Location of Construction: 78 WASHINGTON AVE	Owner Name: SHERWOOD PROPERTIES LLC	Owner Address: PO BOX 11182	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial/ Change of use from Office to Jewelry Store & Jewelry Studio on 1st floor	Proposed Project Description: Change of use from Office to Jewelry Store & Jewelry Studio on first floor
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 05/17/2006
Note: **Ok to Issue:**

- 1) This property shall remain a six (6) family dwelling with jewelry store and jewelry studio on the first floor. Any change of use shall require a separate permit application for review and approval.
- 2) Separate permits shall be required for any new signage.
- 3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 07/31/2006
Note: **Ok to Issue:**

- 1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 05/22/2006
Note: **Ok to Issue:**

- 1) Portable gas cylinders shall not exceed 2.7lbs.
- 2) Work space requires the approval of the fire dept. for safety.
- 3) Hood system requires the approval of the fire dept.
- 4) The primary occupancy of this space shall be mercantile.

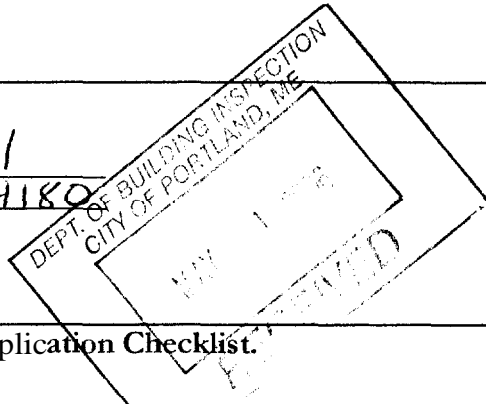
Comments:
5/22/2006-GG: Jen Burrall will be out of the country until June 5th. /gg
5/26/2006-mjn: Applicant has gone away for a week or so will contact us when she returns. We should perform a walkthrough with Fire



General Building Permit Application

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

Location/Address of Construction:			Washington Ave, unit 7, Portland, Me. 04110		
Total Square Footage of Proposed Structure		Square Footage of Lot			
NA		1,775 sqft			
Tax Assessor's Chart, Block & Lot		Owner:		Telephone:	
Chart#	Block#	Lot#	landlord's Sherwood Properties		207 871 8805
013	C	005			
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone:		Cost Of Work: \$	
Sherwood properties / Mordign, Dinnit		Jen Burrall PO Box 10775 Portland, Me. 04104 207 807 4180		-	
				Fee: \$ 30	
				C of O Fee: \$ 75	
Current Specific use: <u>Commercial</u>					
Proposed Specific use: _____					
Project description: <u>Change of use - previously an employment Agency, now a jewelry store & Jewelry Studio</u>					
Contractor's name, address & telephone:					
Who should we contact when the permit is ready: <u>Jen Burrall</u>					
Mailing address:			Phone: <u>207 807 4180</u>		
<u>PO Box 10775</u>					
<u>Portland, Me. 04104</u>					



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

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>[Signature]</u>	Date: <u>04/06/06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

MAINE COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. Parties (fill in)

SHERWOOD PROPERTIES, LLC, with mailing address of P.O. BOX 1182, PORTLAND ME 04104 (LANDLORD), hereby leases to JENNIFER BURKALL With a mailing address of 76 WASHINGTON AVE. APT #7, PORTLAND, ME (TENANT), and the TENANT hereby leases from LANDLORD the following described premises:

2. Premises

The Premises are deemed to contain 1st floor Commercial Space square feet. The Premises are located at 76 Washington Avenue Portland, Maine 04101 ALSO SMALL BASEMENT STORAGE SPACE together with the right to use in common, with others entitled thereto, the hallway, stairways and elevators necessary for access to said leased premises, and lavatory is nearest hereto. The leased premises are accepted in "as is" condition except if specifically set forth in the contrary in this lease.

2. Term

The term of this lease shall be for 1 YEAR, unless sooner terminated as herein provided, commencing on SEPT 1st 2005 and ending at noon AUGUST 31st 2006

3. Rent

The TENANT shall pay to the LANDLORD the following base rent:

Table with 3 columns: Lease Year(s), Annual Base Rent, Monthly Rent. Row 1: 1 YEAR, \$ 5,700.00, \$ 475.00

payable in advance in equal monthly installments on the first day for each month during the term, 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: SHERWOOD PROPERTIES P.O. BOX 1182, PORTLAND, ME 04101. If TENANT does not pay base rent, supplemental and additional rents of other fees and charges when due pursuant to the terms 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 due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. Renewal Option

So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for 1 YEAR. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) 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 the base rent which shall be as follows:

Table with 3 columns: Lease Year(s), Annual Base Rent, Monthly Rent. Row 1: 1 YEAR, \$ 6,000.00, \$ 500.00

In the event that TENANT fails to perform its obligation under this Section, time being of the essence, the option shall be deemed not to have exercised.

4. Security Deposit

Upon the execution of this Lease, the TENANT shall pay to the LANDLORD the amount of SIX HUNDRED THIRTY-SEVEN (637.50) (\$ 637.50), which shall be held as a security for the tenant's performance as herein provided and refunded to the TENANT with out interest at the end of this Lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. Utilities

The 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 lease 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. The LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of structure of building (except to the extent that the same are furnished through separately metered utilities of 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 conditioned seasons of each year, to furnish elevator service, in installed as part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings 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, of to any cause beyond the 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 hereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

8. Use of Leased Premises The TENANT shall use the leased premises only for the purpose of RETAIL SPACE ONLY
-
9. 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 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 of its contents of 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 of outside windows or doors. TENANT shall observe and comply with 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' 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.
10. Maintenance 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 the TENANT holds any part of said premises to keep the leased premises in as good order, repair and conditions 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 any 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 carry adequate insurance to proved for the replacement of any such plate glass which is damaged or destroyed.
- A. Tenant's Obligation
- B. Landlord's Obligation The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of the 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 the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be the expense of the TENANT and TENANT shall pay all costs therefor.
11. Alterations Additions The TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, acrials or flagpoles or the like visible from outside of the leased premises, that is from the outdoors or from any corridor or other common area within the building, or permit anyone except the 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 the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority of power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD's title or interest in the building, the premises, or any portion thereof.
12. Assignment Subleasing The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised 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 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 stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.
13. Subordination And Quiet Enjoyment This lease shall be subject and subordinate to any and all mortgages, deeds of trusts and other instruments in the nature of a mortgage, now or at any time hereafter a lien of liens on the property of which the lease premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments shall be necessary to show the subordination of this lease to said mortgages, deeds of trusts of other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this lease, the TENANT shall be entitled to the quiet enjoyment of the leased Premises.
14. Landlords's Access The LANDLORD or agents or the 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, acrials 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 six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting of selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance of molestation.

15. Indemnification and Liability

TENANT will defend and, except to the extent caused by the gross 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 attorneys' 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 of any part of the LANDLORD's property of building, of occasioned wholly or in part by any act of omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or these respective agents, servants or employees and any person of property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees' incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. With out limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT (here-by) release them from all claims for, injuries to any person or damages to property or business sustained by TENANT or any person claiming thought TENANT due to the building of 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 neglect or any tenant or the building 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 the TENANT or others.

16. Tenant's Liability Insurance

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than ONE HUNDRED THOUSAND Dollars (\$ 100,000.00) combined single limit with deductibles of not less 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 form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonable require and approve, with waiver of subrogation if such waiver can be obtained with out charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within (30) days prior to the expiration of any such insurance certificates shall provide that such policies shall not be canceled with out at least (30) days prior written notice to each assured named therein.

17. Fire Casualty - Eminent Domain

Should a substantial portion of the leased premises, or of the property or which they are part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the 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 prompter 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 assignments thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease of restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary, 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 the LANDLORD for such use.

18. Default and Bankruptcy

In the event that:

- (a) The 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
- (b) The 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 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 with out demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises of 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 on their effects with out being deemed guilty of any manner of trespass, and with out 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 the pay to

LANDLORD for 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.

19. Notice Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD's address set forth in Article 1, or such other address as the LANDLORD may from time to time advise in writing.
20. Surrender The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations 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 cause by such removal, and leaving the leased premises cleaning and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD of those claiming by, through or under the LANDLORD.
21. 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 agent 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 particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system of in the trash containers which are customarily use for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filled and retain all records required by federal, stat or local law; (iv) that TENANT will 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 to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the lease premises and comply wit applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, with out limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, wether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive in the expiration or earlier termination of this lease.
22. Limitation Of Liability TENANT agrees to look solely to LANDLORD's interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgement. 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.
23. Landlord Default LANDLORD shall in no event be 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 the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over the LANDLORD's rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.
24. Waiver or Rights No consent of waiver, express or implied, by either party to or of any breach of any covenant, condition or duty or 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.
25. Successors And Assigns The covenants and agreements of LANDLORD and TENANT shall run with the land and the 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.
26. 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 the LANDLORD for TENANT to holdover at the termination of this lease and 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.

27. Miscellaneous If TENANT is more than one person or party. TENANT's obligation 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 the lease or 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 of omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. 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.

28. Brokerage N/A 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 _____ ("BROKER"), and in the event of any brokerage claims against LANDLORD predicted upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commissions upon execution of this lease.

29. Other Provisions It is also understood and agreed that:
(a) Rent is due on the first day of each month.
(b) The property will not be turned over until first months rent and security deposit check have cleared the banks are liquid able.
(c) The sidewalk adjacent to Washington Ave. in front of said Premises will be kept clear of snow and ice on week days Monday to Friday.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1st day of SEPTEMBER, 2005

TENANT
Jenni Ferguson Burrall
Legal Name of Tenant
JFB
Signature
Tenant / business Owner
NAME/TITLE

LANDLORD
Sherwood Properties
Legal Name of Landlord
ARW
Signature
Prop Mgmt
NAME/TITLE

Witness to Tenant

Witness to Landlord

Guaranty For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, _____ ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Sherwood Properties	9/01/05	_____	_____
Lessor	Date	Lessor	Date
Jennifer Borrall	9/01/05	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

ZERO TOLERANCE DRUG POLICY

DATE: SEPTEMBER 1st 2005

TENANT- JENNIFER BURRAU TENANT- _____

TENANT.- _____ TENANT.- _____

APT.NO: 7- COMMERCIAL UNIT

This statement of Zero Tolerance Drug Policy is identified as an attachment to the Rental Agreement entered into on _____ I understand and agree that this apartment complex is attempting to be a drug-free environment and that Management has a policy of zero tolerance to illegal drugs on these premises.

I further understand and agree that this policy entitles Management to terminate the Rental Agreement of any Tenant who has engaged in any drug-related activity such as possession, sale, manufacture, distribution or use of a controlled substance on or about these premises, or engages in any other illegal activity which is detrimental to the complex or its residents.

I understand and agree that this policy is intended to ensure that the Tenants' safety and peaceful enjoyment of this apartment complex is protected and that tenants and their guests or invitee do not use or sell illegal drugs on these premises.

EXECUTED AT PREMISES ON SEPT. 1st 2005.

TENANT

TENANT

TENANT

TENANT

LANDLORD/MANAGEMENT

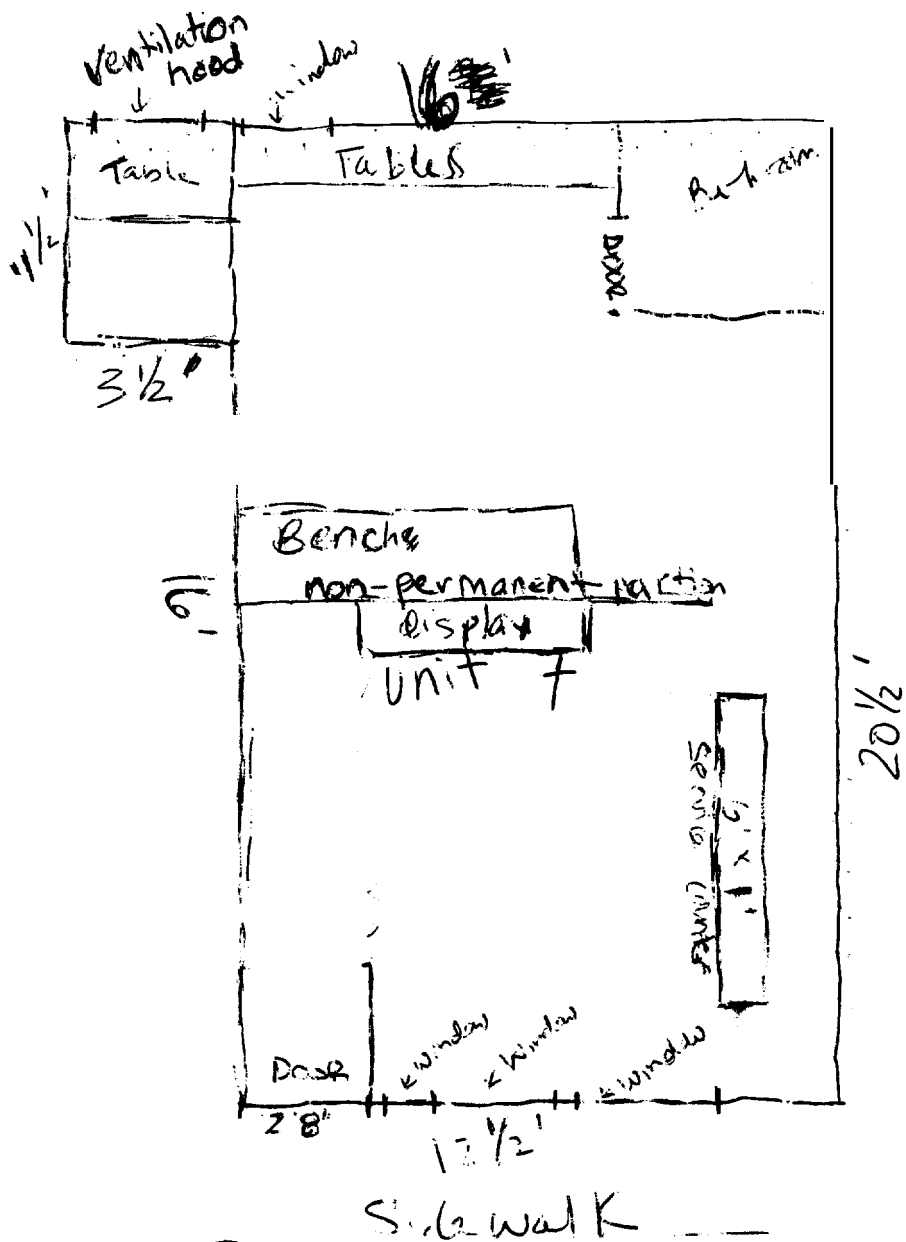


Diagram of
 Unit 7 Washington Ave
 floor plan

1st floor

$$16' \times 20.5' \approx 328 \text{ sq ft}$$

Washington Ave.

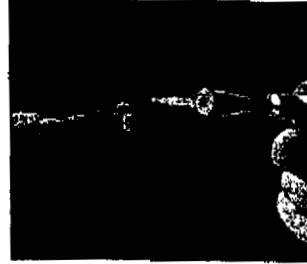
propane/butane torches

Bernz-O-Matic® Pencil Torch

This affordable, portable kit is great for home hobbies, trade shows, demonstrations and small, on-the-go soldering projects.

- Includes a handpiece and stand, a set of three tips, a brass non-gauged regulator and four feet of flexible fabric-covered hose.
- Comfortable, lightweight and durable handpiece.
- Pencil torch can reach temperatures up to 1400°F (760°C).

Please Note: This torch uses propane gas and is designed to run on a 14.1 oz. disposable LP canister.



The pencil torch is ideal for small soldering applications. Efficiently solder jump rings or other small components.



Please Note: 14.1-oz. disposable propane tanks are sold separately.

Description	Order #	1-2 each	3 each
A. Bernz-O-Matic® pencil torch	500-142	\$59.95	\$53.95
B. 14.1 oz. disposable propane tanks*, pkg/2	500-091/2	11.50	10.55

*Hazardous charges apply when shipped by ground (cannot be shipped by air); see page 538.

May 1, 2006

To: City of Portland

Above is the torch I will be using to make jewelry with my studio/shop.

I am submitting this information for approval.

Thank you
Jen Burrall