

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that Maje in Maine LLC

Located At 223 CONGRESS ST

Job ID: 2012-07-4553-CH OF USE

CBL: 013- G-010-001

has permission to COU 2nd fl from Yoga to Child care-12 max NO WORK

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 closed-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

Fire Prevention Officer


Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD**

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (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.**

Electrical - Commercial

Certificate of Occupancy Inspection

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.



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-07-4553-CH OF USE

Located At: 223 CONGRESS ST

CBL: 013- G-010-001

Conditions of Approval:



General Building Permit Application

Entire 7/26/12
(B)

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.

2012 A 2012-07-4553-00 V

Location/Address of Construction: <u>227 Congress St. Portland ME</u>			B-2h yae		
Total Square Footage of Proposed Structure/Area			Square Footage of Lot		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#		Applicant * <u>must</u> be owner, Lessee or Buyer*		Telephone:	
013 6010 01		Name Heartfelt School c/ Jessica Sebhart		207-838-1990	
		Address Po Box 4244		207-551-4175	
		City, State & Zip Portland ME 04101			
Lessee/DBA (If Applicable)			Owner (if different from Applicant)		Cost Of Work: \$ <u>30</u>
RECEIVED JUL 26 2012 Dept of Building Inspections City of Portland Maine			Name Zeile Dousher		C of O Fee: \$ <u>75.00</u>
			Address 227 congress st		Total Fee: \$ <u>105.00</u>
			City, State & Zip Portland ME 04101		
Current legal use (if single family) <u>yoga studio</u>					
If vacant, what was the previous use? _____					
Proposed Specific use: <u>childcare</u>					
Is property part of a subdivision? _____ If yes, please name _____					
Project description: <u>Change of use, no structure change 2nd floor</u>					
Contractor's name: _____					
Address: _____					
City, State & Zip <u>Contact: Paul Gebhardt 207-551-4175</u> Telephone: _____					
Who should we contact when the permit is ready: _____ Telephone: _____					
Mailing address: _____					

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 www.portlandmaine.gov, 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: [Signature] Date: 7/26/12

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

facilities so situated that students, faculty, staff and visitors arriving on campus can reasonably be expected to park in the central facilities and walk to their various on-campus destinations during the course of a school day.

4. Shared use of a single parking facility by two or more buildings when the peak parking demand period for such buildings do not overlap.
5. Development and implementation of a parking management plan which discourages on-street parking. On-street parking shall not be used to satisfy the university's parking demand.
6. Development and implementation of programs designed to reduce the number of automobiles parking on campus, such as ride share programs and incentives for use of bicycles and public transportation.

(c) *Recreation open space zone:* Off-street parking adequate to serve projected employee and visitor needs shall be provided. Parking needs projections provided by the applicant or the planning department should be considered in the review.

(d) *Change of use in the B-2b zone:*

1. A change of use of 10,000 sq. ft. or less of floor area of a building or a portion of a building need not provide parking for non-residential uses, provided that if the number of existing parking spaces serving the site is less than the requirements of this division, that number of parking spaces may not be reduced lower than the required amount prior to the change of use except:

- a. To the extent necessary to meet the requirements of the Americans with Disability Act; or
- b. To the extent it is a requirement or a condition of site plan review; or

*no parking
req. for this
ch of use*



HEARTFELT SCHOOL
PO BOX 4244
PORTLAND, ME 04101
207.838.1990
HEARTFELTSCHOOL@GMAIL.COM
WWW.HEARTFELTSCHOOL.COM

July 23, 2012

City of Portland
Building Inspections Division
389 Congress Street
Portland, ME 04101

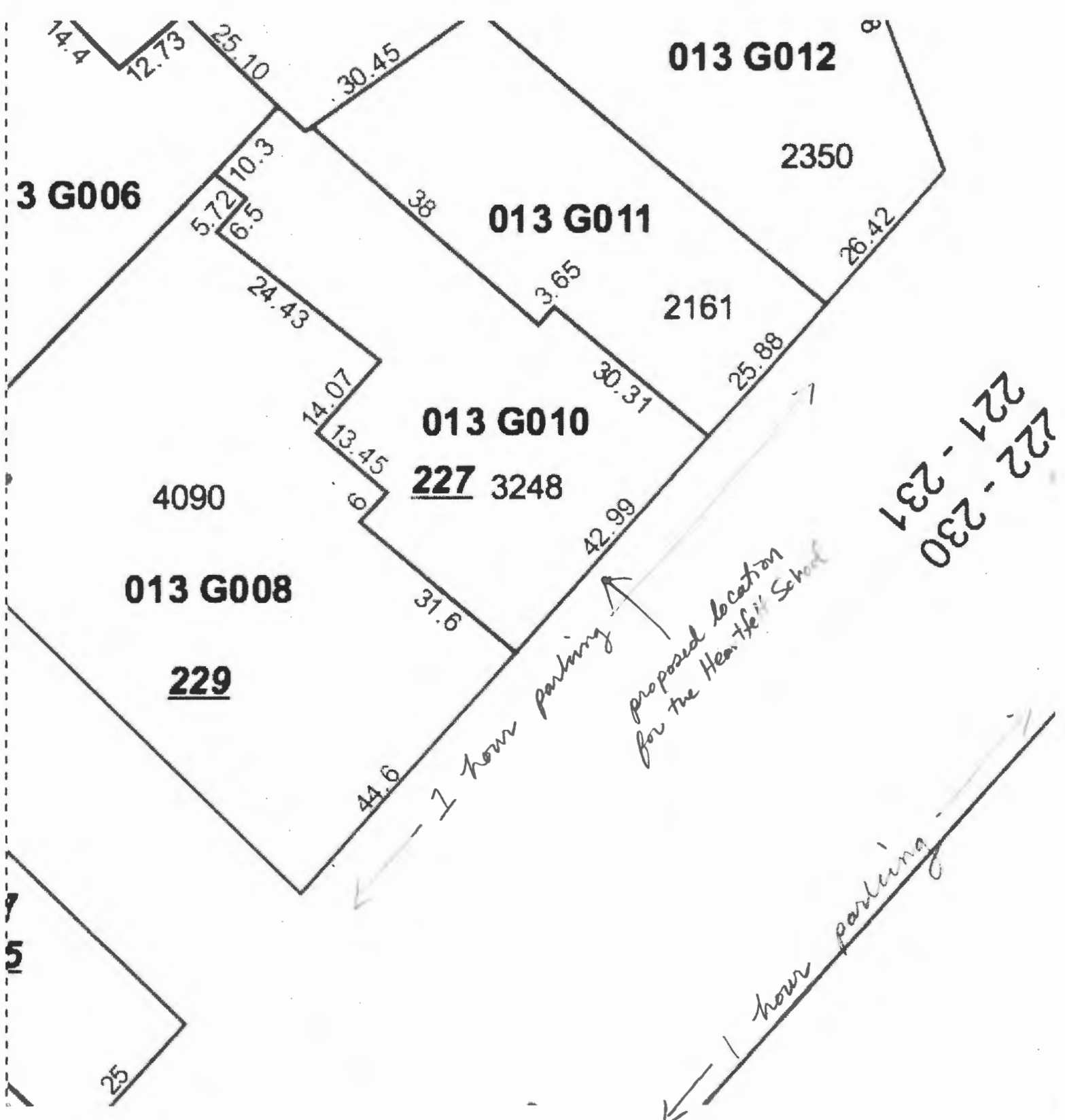
Building Inspector,

I am writing to request a change of use permit for the second floor unit of building #2 (also known as the Heart Opening Yoga Studio) of the 223-227 Congress Street buildings complex owned by MAJE IN MAINE LLC. The Heartfelt School is requesting to open a small childcare facility there on September 1, 2012.

We are not doing any construction or changing the physical space in any way. There is street parking along Congress St. and Cumberland Ave. Most of our families walk their children to school, and we will serve no more than 14 families.

Attached please find all accompanying documentation for the application.

Jessica Gebhardt
Teacher/Director
The Heartfelt School
PO Box 4244
Portland ME 04102
(207)838-1990



April 1 2011 9:20:12

Index Number - G10SW

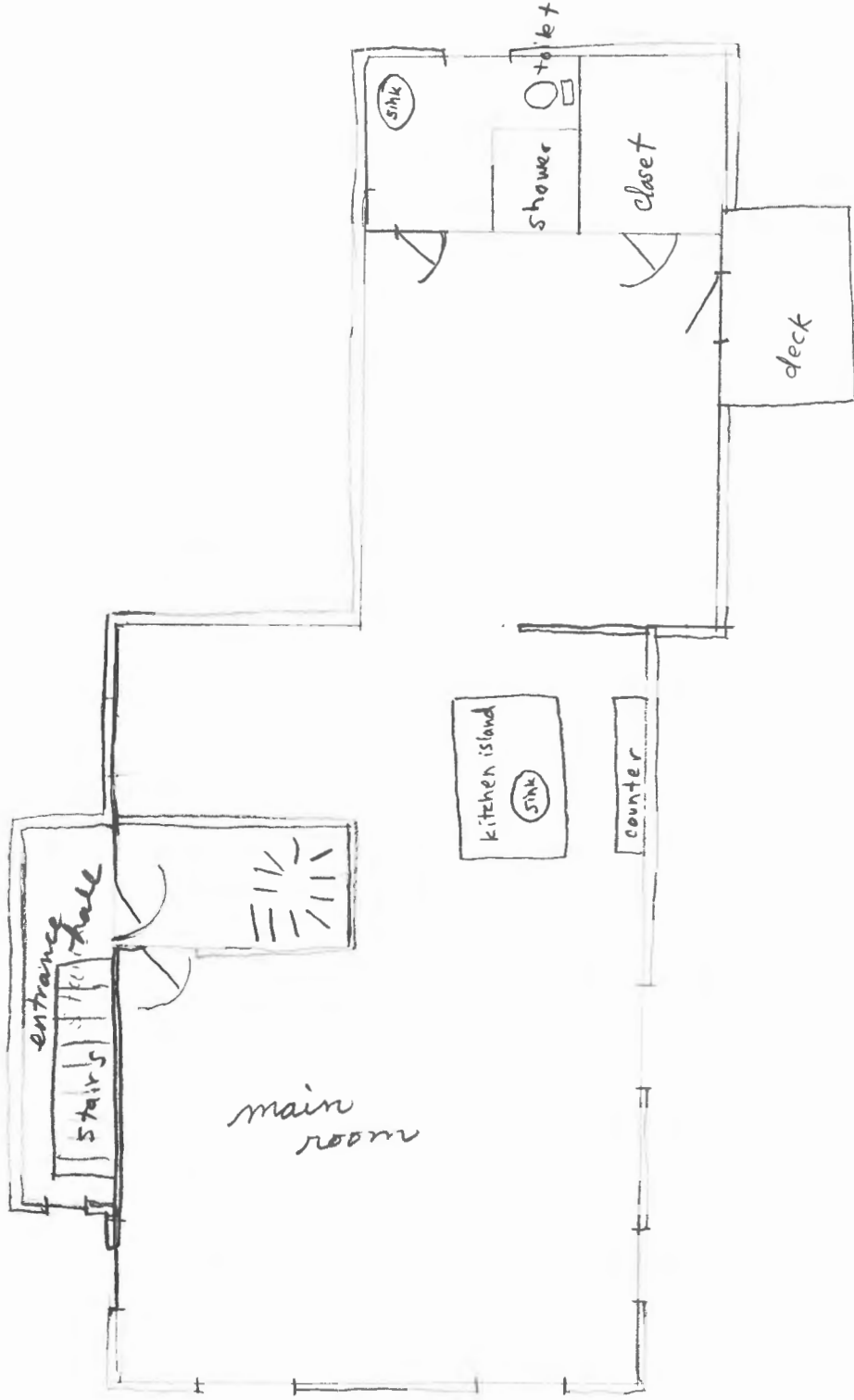


street parking

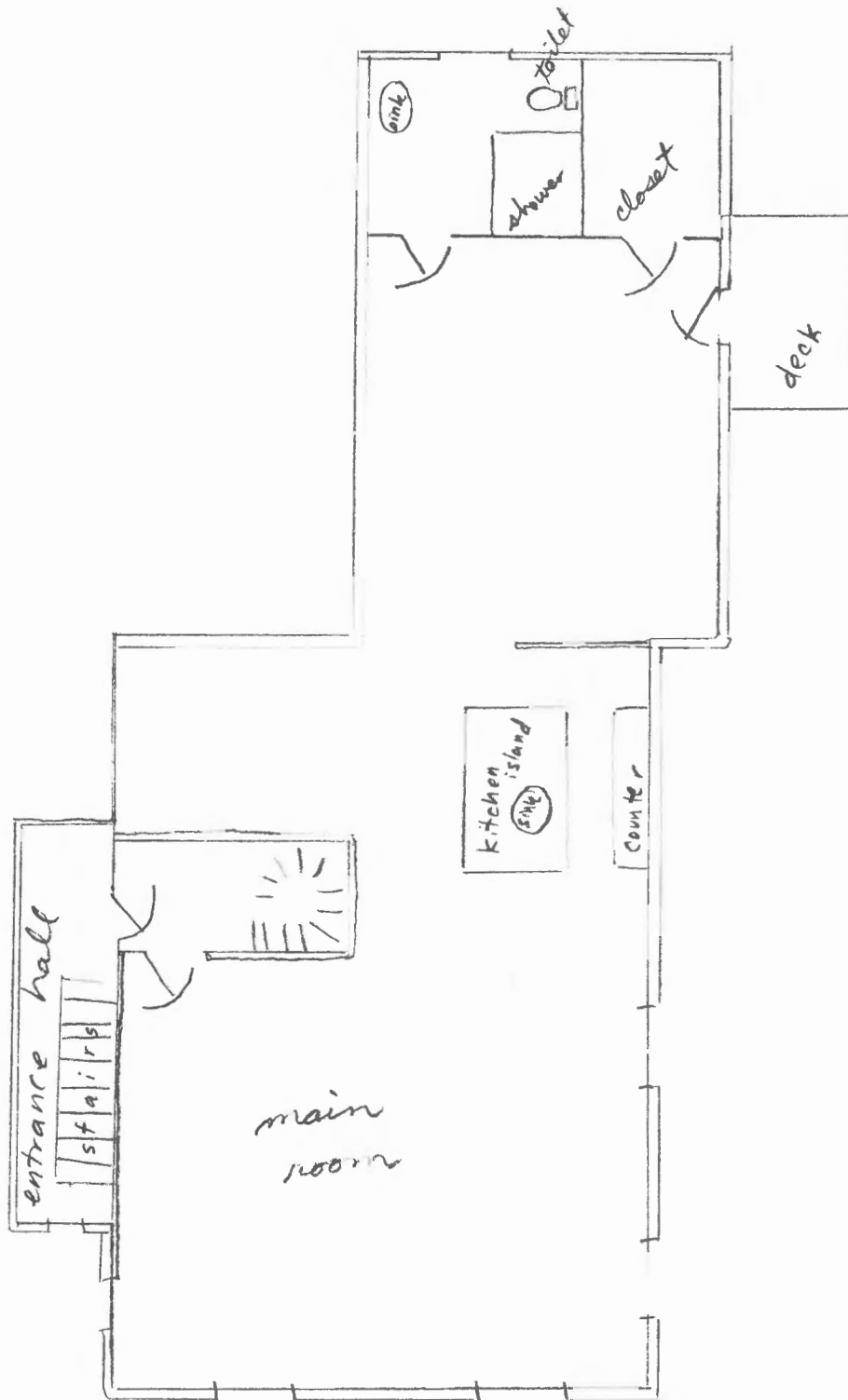




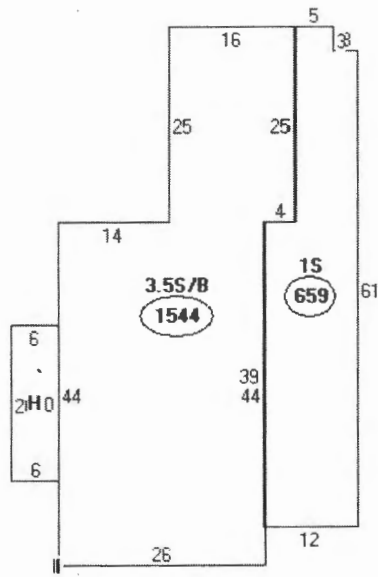
exterior of building at 227 Congress St.



floor diagram of 2nd floor of 227 Congress St. BEFORE the Heartfelt School - Small Childcare facility



floor diagram of 2nd floor of 227 Congress St. AFTER
 the start of the Heartfelt School - small childcare facility.
 No changes to the building are necessary



Descriptor/Area

- A: 086
1620 sqft
- B: 031
1620 sqft
- C: 082
1620 sqft
- D: 082
810 sqft
- E: 031
659 sqft
- F: 3.5S/B
1544 sqft
- G: 1S
659 sqft
- H: 2S/B
120 sqft
- I: RS1
52 sqft

Foot print of 227 Congress St.

SUBLEASE AGREEMENT

AGREEMENT OF LEASE made this August 1, 2012 by and between Zeile Dougher - Heart Opening (herein after called "Landlord"), and Heartfelt School - Jessica Gebhardt, Simone Halstead, and Heidi Davidson-Drexel (herein after called "Tenants" and/or "Heartfelt School"). In the case of co-tenants in this lease all of the obligations of each and every tenant shall be joint and several, and each of the co-tenants expressly agrees to perform the obligations and make the payments required under this lease without regard to any non-performance by a co-tenant. Any default of breach of the terms of this lease by any co-tenant shall constitute a default or breach by all co-tenants.

1. AGREEMENT TO SUBLEASE

Landlord hereby sub-leases to Tenants and Tenants hereby sublease from Landlord upon the terms and provisions of this Sub-lease, the **2nd floor of 227 Congress St., Portland, ME 04101**. (hereinafter called the "Heart Opening" or "Building")

- A. **This sub-lease is deemed null and void if the Heartfelt School fails to obtain a childcare license from the state of Maine for the Heart Opening space. This contract only becomes valid if the Heartfelt School succeeds in obtaining a childcare license from the state of Maine.**
- B. Tenants shall be given a copy of the original lease between Zeile Dougher and the owner of the building

2. TERM

The term of the sub-lease shall be for a period of 12 calendar months and 0 calendar days, commencing on August 1st, 2012 and ending on July 31, 2013. Either party may terminate this lease at the expiration of the initial term by serving on the other a written forty-five (45) day notice made to expire on the last day of the term. The landlord agrees to sub-lease the Heart Opening to the tenants for the hours and days described as follows: Mondays through Thursdays 9-3 (allowing access 45 minutes prior and following those hours for set up and clean up). These days will follow the Merriconeag School Calendar. In addition to these school day hours the Heartfelt School has the right to schedule 4 hours per month to use the space for events such as parent meetings, board meetings and school related activities as long as it does not conflict with other events scheduled at the Heart Opening. The tenants shall have sole use of the Heart Opening during the hours outlined here.

3. RENT

The total rent reserved for the term of this sub-lease is \$4,200.00 at least at 350.00/mo, and 4,800.00 at most if the rent increases to 450.00/mo after 6 months. The tenant agrees to pay the rent in monthly installments of Three hundred and fifty dollars (\$350.00) in advance or on the first day of each month starting August 1st and ending January 1st (a 6 month payment period). After 6 months (February 1st through July 1st) the monthly rent will be no more than 450.00 depending on the Heartfelt School's ability to pay. The payment for February 1st through July 1st will be determined at the end of the initial 6 months of the lease. Payments shall be made payable to **Zeile Douher** and mailed to her stated address. Rent is payable by check or money order. No cash payments will be accepted. If tenant fails to pay rent within fifteen (15) days of the due date without making special arrangements in writing with Landlord, at Landlord's option, the Landlord shall have the right to terminate the lease in accordance with paragraph 17 hereof.

Rental Payment Schedule:

August 1st- January 1st is 350.00/mo

Increase in rent for the second 6 month period:

February 1st – July 1st are to be determined. The monthly payment will be decided upon during a meeting with tenants and landlord in January based on the Heartfelt Schools ability to pay and increased rent. The decided upon rent will remain constant during the last six months of the lease. The Heartfelt School agrees to pay at least \$375.00 per month for the last 6 months, and at most \$450.00 per month.

a.PARTIAL PAYMENTS

Tenants shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Landlord shall be applied to the rent arrearage due which first became due and no partial payment shall be applied to the current month's rent until all outstanding rent arrearage has been paid in full despite any endorsement, stipulation, or other statement on any check. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this lease must be made in writing signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to its right to recover the balance remaining due, or to pursue any other remedy available under this lease and Maine law.

b.PAYMENTS PENDING LITIGATION

During the pendency of any notice of termination and/or litigation involving Tenants and the Landlord as to which individual or entity is entitled to possession of the premises, including, but not limited to forcible entry and detainer or bankruptcy proceedings, any and all monetary payments in the amount of the rent shall be made by Tenants to the Landlord and shall be for current use and occupation of the premises and shall not act as a renewal of the Tenant's lease or tenancy despite any endorsement stipulation, or other statement on any check or money order, or other writing from the Tenant or Tenant's legal representative.

4. LATE PAYMENT

Time is of the essence in the Sub-Lease. Notwithstanding the foregoing provision in section 3 and without waiving any rights there under, if Landlord elects to accept rent paid after the 15th day of the month, a late charge of four percent (4%) of the amount outstanding shall be charged and due as additional rent. If Tenant remits a check which does not clear, Landlord reserves the right to charge and hold due as additional rent a non sufficient funds fee of twenty-five dollars \$25.00. The receipt by Landlord of less than the full amount due under this lease agreement shall not be deemed a waiver of the right to require immediate full payment of the charges herein.

5. USE OF SPACE

a) This sub-lease entitles the renter sole use of the Heart Opening (the second floor of the building) during the hours the space is rented. The renter shall occupy the Heart Opening Mondays through Thursdays 9-3 through the school calendar (calendar shared with Merriconeag Waldorf School). The tenant shall have access to schedule events approved by the landlord for school purposes (such as parent evenings, meetings and open houses). These hours will be scheduled at convenient times when no other events are scheduled, and will not exceed 4 hours per month. The rent of mentioned above includes this usage. There will be no additional charges for this use.

- b) The tenant has access and use of the Heart Opening 45 minutes prior to the start of the school day (8:15) and 45 minutes after the end (3:45) to set up and then clean up the space after use.
- c) The tenants agree to leave the space clean and organized for the next practitioner.
- d) The Heart Opening shall be used only for school related purposes and for no other purpose.
- e) Tenant will observe and comply with reasonable rules and regulations from time to time promulgated by Landlord and with all federal, state and local laws, regulations and ordinances affecting Tenant's use of the Heart Opening.
- (f) Tenant shall do or keep nothing, nor allow anything to be done or kept, in the Heart Opening which would cause any of Landlord's insurance to be adversely affected.
- (g) Tenants shall provide their own child care liability insurance**
- h) The tenants shall have cooperative use of storage space such as closets and cabinets.

6. ASSIGNMENT, SUBLETTING, ETC.

Tenant shall not assign, mortgage or encumber this Sub-Lease or tenant's rights hereunder; nor sublet the Heart Opening or any part thereof; nor permit the space to be used by others without the prior written consent of the Landlord in each instance.

7. ALTERATIONS

Tenants shall not make alterations, decorations or improvements in or to the Heart Opening or install, attach, remove or exchange appliances or equipment without Landlord's prior written consent. All materials installed in or affixed to the Heart Opening by either party shall become the sole property of Landlord, unless otherwise agreed in writing and shall remain in and be surrendered with the House at the end of the term hereof.

8. DAMAGE

Tenants shall not commit or permit any strip or waste of the Building or any part thereof. Any damage to or destruction of the Heart Opening, or to any personal property belonging to Landlord located in or about the Building, arising from the negligence or willful act or omission of Tenants shall be the responsibility of Tenants, who shall pay Landlord for all resulting expenses and shall indemnify and hold Landlord harmless from the same.

9. SUBORDINATION

This Sub-Lease is subject and subordinate to mortgages, which may now exist or hereafter be executed and delivered covering the Building or any part thereof. Although the subordination provisions of this Section shall be deemed automatic, Tenant shall within five (5) days after demand execute any and all instruments requested by Landlord to evidence such subordination. Should Tenant fail to do so, Tenant hereby irrevocably appoints Landlord as Tenant's attorneys-in-fact to execute those instruments for and on behalf of Tenant.

10. UTILITIES

	Landlord	Tenant	Description
Electricity	X		
Heating Oil	X		
Sewerage		N/A	
Hot Water		N/A	
Cold Water		N/A	
Telephone		N/A	
Snow Removal		X	Shared responsibility to shovel steps before and after school, Mondays - Thursdays

11. LOSS AND DAMAGE TO PERSONAL PROPERTY OF TENANT

Tenant agrees that it shall be Tenant's obligation to insure his personal property. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about the Building occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water or theft by any person, whether or not an employee of Landlord. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming through or under Tenant by way or subrogation or otherwise, arising from the destruction of loss of or damage to any personal property located in or about the House belonging to Tenant or others, unless caused by the negligence of the Landlord or Landlord's agent in respect thereof, to the extent that such destruction, loss or damage is covered by insurance carried by tenant, in order that no insurance carrier shall have a claim by way of subrogation against Landlord for such damage, destruction or loss.

12. DAMAGE TO OR DESTRUCTION OF DEMISED PREMISES

If during the term of this Sub-Lease, the Building is so destroyed or damaged by fire or other unavoidable casualty not the fault of Tenant as to render the Building as a whole unfit for occupation, then the rent shall be suspended until the Building has been repaired; or this Lease shall, at the election of either Landlord or Tenant, upon written notice thereof to be given to the other within thirty (30) days after such damage or destruction, thereby be terminated, without prejudice to any rights of Landlord for breach of contract, arrears of rent or otherwise. If, however, such damage or destruction does not render the House unfit for occupation, Landlord shall promptly undertake to repair the same, in which event this Lease shall remain in full force and effect without any suspension of rent.

13. REPAIRS AND MAINTENANCE

During the term of this Sub-Lease, Tenant shall keep and maintain the interior non structural portions of the Building and any appliances contained therein including, without limitation, floors, carpeting, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows, screens, plumbing system, electrical system, stoves, washing machine, dryer and refrigerator, if any, neat and clean and in as good repair, order and condition as the same may now be or may hereafter be placed by the Landlord. This Section is not intended to refer to reasonable wear and tear and damage by unavoidable casualty. If Tenant fails, within a reasonable time, to make repairs as provided herein or make such repairs improperly, Landlord reserves the right to make or correct such repairs without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for

damage resulting there from, and Tenant shall reimburse Landlord in full and on demand for the cost of effecting compliance with Tenant's obligations under this Lease.

14. ACCESS TO PREMISES

The tenants shall have sole use of the Heart Opening Space during the hours that are reserved under this sub-lease.

15. DEFAULT

TERMS AND CONDITIONS: (a) Tenants and Landlord agree that all terms in this lease are material terms and that the violation of any one of them constitutes a breach of the entire Lease Agreement. Furthermore it is agreed that non-payment of rent will cause all monthly rental payments remaining in the term to immediately become due unless the Landlord expressly waives this acceleration in writing. (b) 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 Tenants to Landlord properly specifying wherein Landlord has failed to perform such obligation.

16. LANDLORD'S REMEDIES

RIGHTS OF LANDLORD UPON DEFAULT: If the Tenant fails to pay any installment of rent or any part thereof when due, or if Tenant or their guests shall violate any other term, condition, covenant, rules or regulation of this Lease or if Tenant shall fail promptly to take possession of or shall abandon the premises, Landlord may terminate this Lease in accordance with the terms set forth below. Tenant shall not be relieved of any obligations hereunder, including without limitation, the payment of rent. In the event Landlord shall repossess the premises, Landlord shall not be required to accept any payment from Tenant offered by Tenant for the premises. The failure on the part of the Landlord to re-enter and repossess the premises or to exercise any of its rights hereunder upon default shall not preclude Landlord from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Landlord's right to terminate the Sub-Lease for non-payment of rent when due after the Lease has been properly terminated in accordance with this Sub-Lease and Maine Law. If Tenant or their guests shall violate, breach or be in default of any term or condition of this Sub-Lease, Tenant shall pay all costs and expenses incurred by Landlord in connection with its exercising any rights or remedies it may have under this Lease because of such violation or breach. The re-letting of Tenant's premises by Landlord shall not terminate or otherwise affect Landlord's rights against Tenant for damages including, without limitation, loss of rent.

A. Notice of Violation. Serious or repeated violations of the terms of this sublease by Tenant can result in termination of the lease and eviction of the Tenant with seven (7) days' notice to Tenant. Except for failure to pay rent (see Paragraph B) or damage, nuisance, illegal acts (see Paragraph C) or dangerous actions by a Tenant (see Paragraph D) or serious or repeated violations as described above, if the Tenant does not abide by the terms of this lease the following will occur:

(1) The Landlord may deliver to the Tenant a written notice describing the violation and demanding that the Tenant cease the lease violation within 5 days of delivery of the notice.

(2) If Tenant does not comply within the 5 day period, Landlord may deliver to Tenant a second written notice that the lease will end within 7 days. On that day, the lease term terminates automatically and the Tenant must leave the residence and return the keys to the Landlord.

B. Eviction for Failure to Pay Rent. If the Tenant is 15 days or more late in paying the rent the Landlord may send a notice that states that the lease will end in 5 days, unless the Tenant pays all overdue rent or late charges, before that 5-day period ends. If the Tenant fails to pay the rent the lease term automatically terminates and the Tenant will leave the residence and return the keys to the Landlord

C. Eviction For Damage, Nuisance, Illegal Acts. If the Tenant, or invitees of the Tenant has caused substantial damage to the demised premises which Tenant has not repaired nor caused to be repaired, has caused a nuisance within the premises, has caused or permitted an invitee to cause the Heart Opening to become unfit for use or has violated or permitted a violation of the law regarding the tenancy/Lease Agreement, the Sub-Lease Agreement may be terminated by Landlord by seven (7) days' notice in writing to the Tenant.

D. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate threat to the health or safety of other residents or the Landlord or the Landlord's employees, or to the physical structure of the Building, then the lease can be immediately terminated, without prior warning.

E. Notice of Termination. The Landlord must notify the Tenant in writing when the lease is terminated. This notice must be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant. Any notice sent by mail is effective two (2) days after it is mailed.

G. Upon any termination of this Sub-Lease, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (a) an amount equal to the then present value or the rent, including any amounts treated as additional rents hereunder, and other sums provided herein to be paid by Tenant for the residue of the term hereof, less the fair rental value of the Heart Opening space for such residue, as provided by law, (taking into account the time and reasonable expense necessary to obtain replacement tenant or tenants), and (b) the cost of performing any other covenants which would have otherwise been performed by Tenant.

17. INDEMNITY

Except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants, and employees, Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, attorneys' fees and disbursements) in connection with the occupancy or use by Tenant of the House or any part of the Landlord's property or occasioned wholly or in part by act or omission of Tenant, any persons living with Tenant, or his or their contractors, agents or invitees. The provisions of this Section shall survive the termination or expiration of the term of this Sub-Lease. Unless, such damage is caused by the negligent acts or omissions or the willful misconduct of Landlord, or its agents, and then only to the extent of Landlord or its agents' negligence, neither Landlord, nor its agents, shall be liable for, and Tenant hereby releases them from all claims for losses sustained by Tenant, or any person claiming through Tenant resulting from any occurrence or condition in or upon the building.

18. HOLDOVER

Tenant must give Landlord at least forty-five (45) days written notice prior to the end of Sub-Lease term of intention to renew or not renew this Sub-Lease. If such notice is given, the Sub-Lease Agreement will be renewed only at the discretion of the Landlord. If Landlord elects to renew the Sub-Lease, the Landlord must provide the Tenant with forty-five (45) days written notice of any rent increase prior to the termination of the Sub-Lease Agreement. If such notice is not given, this Sub-Lease agreement automatically terminates at the end of the term, and the premises shall be vacated on the termination date of this Sub-Lease or its anniversary date if the Sub-Lease was renewed prior thereto. If tenant requests to stay an additional month after lease term has ended Landlord will make the decision at the time of the request.

19. EARLY TERMINATION

Provided Tenant is not in default hereunder, Tenant may terminate this Sub-Lease by giving Landlord at least forty-five (45) days prior written notice of such termination AND by paying with such notice a termination fee, equal to one month's rent. All rights of Landlord that have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

20. NOTICES

(a) Whenever by the terms of this Sub-Lease notice, demand, or other communication shall or may be given either to Landlord or Tenant, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, as follows:

To Landlord:

to Tenant: At the address of the House or to such other address as may from time to time hereafter be designated by one party to the other by like notice.

(b) After receiving written notice from any person, firm or other entity stating that it holds a mortgage on the Building, Tenant shall, so long as the mortgage is outstanding, be required to give such holder the same notice as required to be given to the Landlord under the terms of this Lease and it is further agreed that such holder shall have the same opportunity to cure any default and the same time within which to effect such cure as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Building.

21. ENFORCEABILITY OF SUBLEASE

All negotiations, considerations, representations, and understandings between Landlord and Tenants are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenants. All rights, obligations and liabilities herein give to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenants.

22. MISCELLANEOUS PROVISIONS

a) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(b) No act by Landlord shall be deemed a termination of this Lease or an acceptance of the surrender of the Apartment, and no agreement to terminate this Lease or accept a surrender of said House shall be valid unless in writing and signed by Landlord.

(c) Invalidity of Particular Provisions. If any term or provision of this Lease, or this application thereof to any application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

(d) Governing Law. This Sub-Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

(e) Section Heading. The Section headings throughout this instrument are for reference only.

(f) "Tenant" Defined - Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Sub-Lease apply in the plural number where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in case fully expressed.

23. RULES AND REGULATIONS

Tenant further agrees to conform to the following provisions during the entire term of this Lease:

(A) Tenant may use the sidewalks adjacent to the Building or the hallways in common with others only for ingress and egress to and from the Heart Opening and shall not in any event place receptacles, bicycles, or any other articles or obstructions in or upon any common areas.

(B) No dirt, waste, trash, or other substance or article may be swept, thrown, or disposed of from the Heart Opening or from any portion of the Building except in accordance with rules established by Landlord from time to time.

(C) Tenant shall not perform any act or carry on any practice or permit any act or practice which may damage the Heart Opening or any portion of the Building.

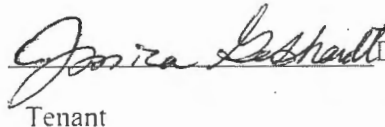
(D) Tenant will not use the Building or allow it to be used for any disorderly or unlawful purposes or in any manner offensive to others (including, without limitation, causing offensive odors, including cigar or cigarette interference with the rights, comfort, safety, or enjoyment of any other practitioners.

(E) Tenant shall not smoke in the Building.

(G) Tenant shall not make any nail or screw holes in any walls in the Building that will damage the paint or the walls.

BY:  DATED 7/12/2012

Landlord
Heart Opening
Zeile Dougher

 DATED 7/6/2012

Tenant
The Heartfelt School
Jessica Gebhardt



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Receipts Details:

Tender Information: Check , Check Number: 1587

Tender Amount: 105.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 7/27/2012

Receipt Number: 46403

Receipt Details:

Referance ID:	7415	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-07-4553-CH OF USE - COU from Yoga to Child care			
Additional Comments: 223 Congress St.			

Referance ID:	7416	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-07-4553-CH OF USE - COU from Yoga to Child care			