

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that INDIA AND MIDDLE, LLC

Located At 47 INDIA ST

Job ID: 2012-02-3408-CH OF USE

CBL: 020-E-026-001

has permission to Change the use retail bakery cake decorating  
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

*JMB* 3/9/12  
\_\_\_\_\_  
Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY

PENALTY FOR REMOVING THIS CARD

# City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-02-3408-CH OF USE	Date Applied: 2/28/2012	CBL: 020- E-026-001	
Location of Construction: 47 INDIA ST (left side)	Owner Name: INDIA AND MIDDLE, LLC	Owner Address: 47 INDIA ST STE B  PORTLAND, ME 04101	Phone:
Business Name: Two Fat Cats	Contractor Name: Self	Contractor Address:	Phone:
Lessee/Buyer's Name: Kristen DuShane	Phone: 207-347-5144	Permit Type: BLDG - Building	Zone:  B-2b
Past Use:  2nd floor- left side – dwelling unit	Proposed Use:  2 <sup>nd</sup> floor (left side) Expansion of retail bakery from 1st floor – change of use from dwelling unit to storage & prep for retail bakery below	Cost of Work: 1000.00	CEO District:
		Fire Dept:  <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B/M Type: SB
		Signature: Capt. Perrone 3/4/12	Signature: <i>[Handwritten Signature]</i>
Proposed Project Description: Change of use from apt to bakery w/minor construct		Pedestrian Activities District (P.A.D.)	
Permit Taken By:	<b>Zoning Approval</b>		

	Special Zone or Reviews	Zoning Appeal	Historic Preservation
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building Permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.	<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan  <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: 02/11/12 ARN	Date:	Date: ARN
	<b>CERTIFICATION</b>		

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto: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.**

### 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

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Acting Director of Planning and Urban Development  
Gregory Mitchell

Job ID: 2012-02-3408-CH OF USE

Located At: 47 INDIA ST

CBL: 020- E-026-001

## **Conditions of Approval:**

### **Zoning**

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. With the issuance of this permit and the certificate of occupancy, this property shall remain as retail bakery on 1<sup>st</sup> and 2<sup>nd</sup> floor (left end), hair salon, real estate office & Foodworks (all 1<sup>st</sup> floor). Any change of use shall require a separate permit application for review and approval.

### **Fire**

1. Installation shall comply with City Code Chapter 10.
2. All construction shall comply with City Code Chapter 10.
3. This permit is being approved on the basis of the plans submitted. Any deviation from the plans would require amendments and approval.
4. Fire extinguishers are required per NFPA 10.

### **Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. THIS AREA IS APPROVED FOR STORAGE AND CAKE DECORATING PREPARATION, NO COOKING THAT PRODUCES GREASE LADDED VAPORS IS ALLOWED WITHOUT AN APPROVED EXHAUST HOOD.
3. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
4. New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes.
5. Approval of City license is subject to health inspections per the Food Code.
6. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

8-26

Entered 2/29 (18)



# General Building Permit Application

Job ID # 2012-02-3408 - CHOF Use

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

Location/Address of Construction: <u>47 India St. Portland, ME 3rd floor</u>		
Total Square Footage of Proposed Structure/Area <u>1,142 sq. ft.</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot#  <u>025 E026 001</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name - <u>Dana Street</u> Address - <u>10 Park St</u> City, State & Zip <u>Portland, ME</u>	Telephone: <u>207-347-5144</u>
Lessee/DBA (If Applicable) <u>Two Fat Cats</u> <del>Fred Forsley</del> <del>Harbor View Properties</del> <del>Dana Street Bakery</del>	Owner (if different from Applicant) Name <u>Fred Forsley Harbor View Properties</u> Address - <u>47 India St.</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>1000</u> C of O Fee: \$ <u>75-</u> Total Fee: \$ <u>105.00</u>
Current legal use (i.e. single family) <u>residential Apartment</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Storage for Business downstairs - cake decorating</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>re-arranging space to include work tables &amp; refrigeration &amp; storage for Two Fat Cats Bakery.</u>		<u>Change of Use apt. to Bakery</u>
Contractor's name: _____ Address: _____ City, State & Zip _____ Who should we contact when the permit is ready: <u>Kristen DShane</u> Telephone: <u>207-347-5144</u> Mailing address: <u>47 India St. Portland ME</u> <input checked="" type="checkbox"/> Business phone		

RECEIVED  
FEB 28 2012

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

No Plot Plan Avail.

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](http://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: Kristen DShane Date: February 4, 2012

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

# TWO FAT CATS

47 India Street Portland, Maine 04101

January 31, 2012,

Planning and Urban Development Dept.  
389 Congress St.  
Portland, ME 04101-3509

To whom it may concern,

Two Fat Cats is currently operating at 47 India St. and is looking to expand its production area into the second floor of the currently leased property by Two Fat Cats.

The second floor was originally a residential apartment occupied by the managing partner. It has now been vacated of its residential purposes. We have set up the space to allow us to do cake decorating and have some storage upstairs.

No construction has been done other than to remove carpeting and put down vinyl flooring.

There is direct access from inside the bakery's first floor to the second floor by a hallway and staircase.

There are two exits from the upstairs. The one that connects directly to the bakery and another that exits to the outside side of the building.

Thank you for reviewing this.

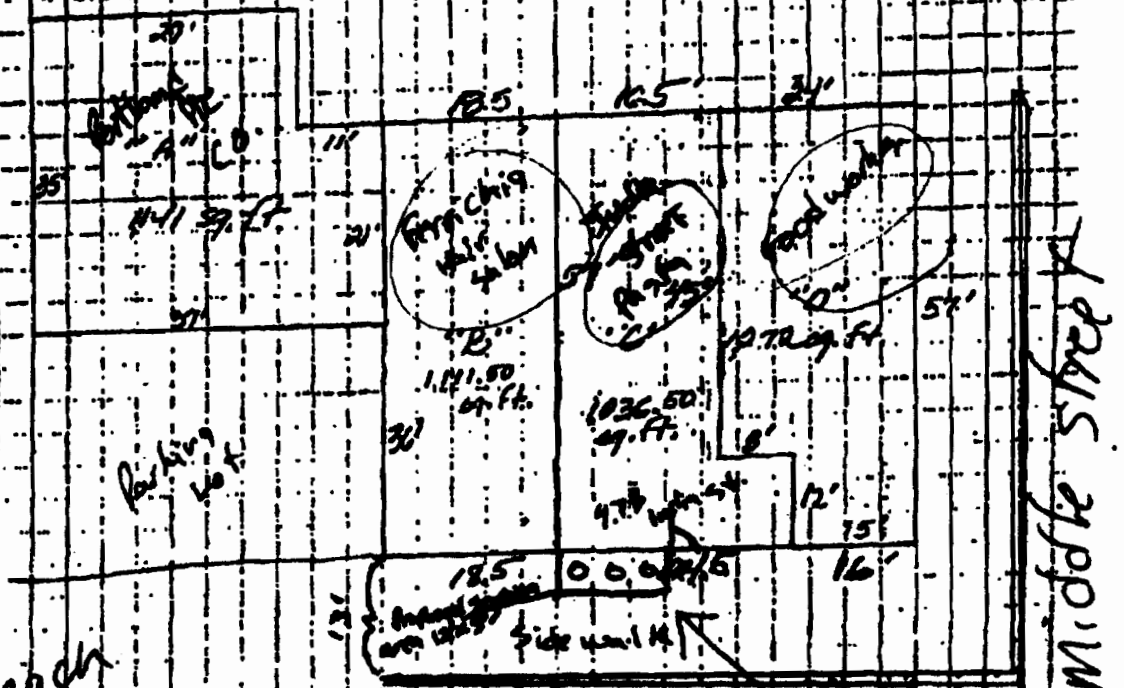


Kristen DuShane  
General Manager  
Two Fat Cats Bakery  
207-347-5144  
207-415-7662 – (cell)

permit 03-0950

### Building Plot Plan (Approximate Dimensions Not to Scale)

For the purpose of leasing space for  
as shown below



3 tables  
2 seats each

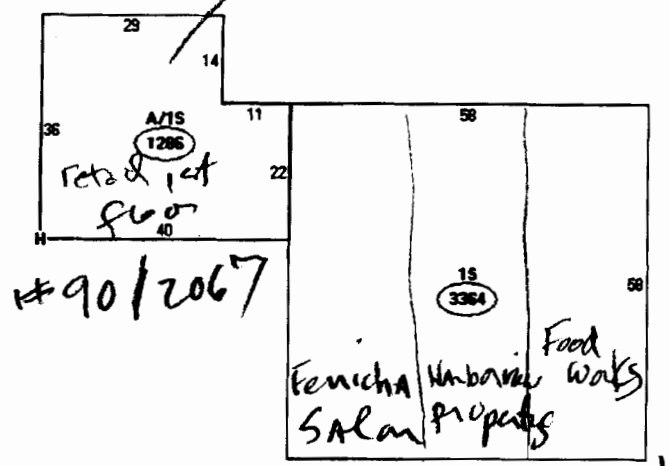
47 India Street  
Portland, ME

India Street  
Exhibit A

dining area  
5' x 8'

Middle Street

Apt above on 2nd floor



Descriptor/Area	Area
A:031	1286 sqft
B:034	3364 sqft
C:011	1286 sqft
D:086	1341 sqft
E: STORE FRONT/AV MET F	sqft
F:A/15	1286 sqft
G:15	3364 sqft
H:PA1	1400 sqft

NOV  
AS of 2011





1,142 sq ft

1st Floor  
477 India  
St.

Commercial  
Bakery

Hot water sink  
Hot water sink  
stainless steel  
divider  
sink

Table

Freezers

stainless steel  
table

racks storage

10'-6"  
walk-in

4 ft doorway  
open

30" mixer

4 ft metal  
table

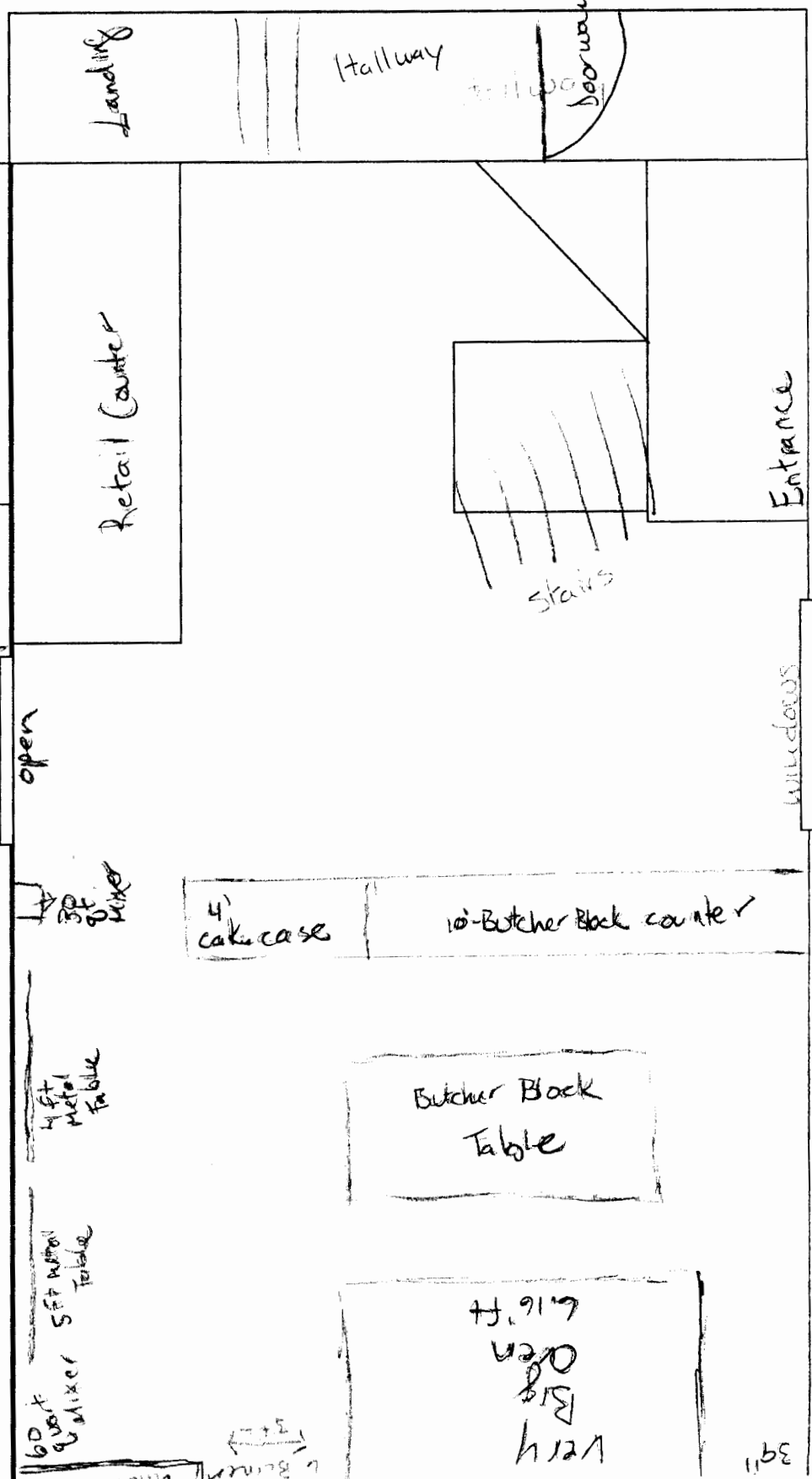
60" mixer  
5 ft metal  
table

4' cake case

10' Butcher Block counter

Butcher Block  
Table

Very  
Big  
Open  
6'16" ft



39"

2nd Floor

Prior Use

residential apt

as residential apt

Stairwell

Landmark

Hallway

door

Office

Window

Bathtub

Tub

Sink

closet

Bathroom

door

closet door

closet

closet

sliding doors

Electric stove

washer

dryer

Sliding doors

toilet door

Bathroom

Window

Counter

sink

Kitchen island

Kitchen Table

Hallway

Living room

Window

Window

Window

2nd floor  
1142 sq ft  
417 India St  
Proposed use

Landing

Hallway  
1st floor

Office

Window

36" door

Office Door

Exit to  
bathrooms

13'-4"

Bathroom

Bathroom door

Sliding doors

Electric  
Store

Door

closet ↓

closet ↑

Sliding doors

Window

Sink  
Sink

Work table

Work table

Refrigerator  
Refrigerator  
Refrigerator

Wall

"E-191"

Storage racks

Window

17'-9"

Window

opening  
to floor

Exit  
to  
outside

3 ft

37" steel door  
37" steel door

Exit  
Refrigerator

26'-2"

Window

48892

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT, GORDON L. HURTUBISE of Cape Elizabeth, County of Cumberland and State of Maine and FRED M. FORSLEY of South Portland, County of Cumberland and State of Maine in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by INDIA & MIDDLE LLC, a Limited Liability Company doing business in the State of Maine, the receipt whereof we do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and forever QUITCLAIM unto the said INDIA & MIDDLE LLC, its successors and assigns forever, as follows:

A certain lot or parcel of land with the buildings thereon, situated in said Portland, County of Cumberland and State of Maine on the northerly corner of Middle and India Streets, bounded and described as follows:

Beginning at the aforesaid corner; thence running northeasterly by said Middle Street fifty-eight (58) feet and eleven (11) inches to the division fence between the lot under description and the lot now or formerly owned by Oliver R. Bascom; thence northerly by said division fence thirty-two and seven tenths (32.7) feet to a point; thence northeasterly five and five-tenths (5.5) feet; thence easterly two (2) feet and six (6) inches; thence northerly by the shed fourteen (14) feet; thence easterly by the fence twenty-eight (28) feet to a point; thence northerly four (4) feet to a point; thence westerly one and three-tenths (1.3) feet; thence northerly one (1) foot; thence westerly fifteen (15) feet; thence southerly by the fence and eighteen and four-tenths (18.4) feet; thence westerly by land now or formerly owned by William V. Jacobs sixty-three and seven tenths (63.7) feet to a post on India Street; thence southeasterly by India Street sixty-two (62) feet and ten (10) inches to the point of beginning.

Also, a certain lot or parcel of land situated on the northeasterly side of India Street in the City of Portland, County of Cumberland, State of Maine, said premises being numbered 55 and 57 as delineated on Plan recorded in the Cumberland County Registry of Deeds in Plan Book 5, Page 20, and being bounded and described as follows: Southwesterly by said India Street; northwesterly by land now or formerly of D.F. Larrabee; northeasterly by land now or formerly of D.F. Larrabee and others; and southeasterly by land formerly owned by Ruth Jewett, being part of the premises conveyed to Joseph Marzilli by deed duly recorded in the Cumberland County Registry of Deeds in Book 3027, Page 86.

Said premises are conveyed subject to the utility easement dated November 6, 1973 and recorded in the Cumberland County Registry of Deeds at Book 4520, Page 68.



# PORTLAND MAINE

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Receipts Details:

**Tender Information:** Check , Check Number: 1025  
**Tender Amount:** 105.00

Receipt Header:

**Cashier Id:** bsaucier  
**Receipt Date:** 2/29/2012  
**Receipt Number:** 41337

Receipt Details:

Referance ID:	5408	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-02-3408-CH OF USE - Change of use from apt to bakery w/minor construct			
Additional Comments: 47 India			

Referance ID:	5409	Fee Type:	UI-MI
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-02-3408-CH OF USE - Change of use from apt to bakery w/minor construct			

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (NET LEASE)**

1. PARTIES [REDACTED] with a mailing address [REDACTED] 06 ("LANDLORD"), hereby leases [REDACTED] with a mailing address of INSERT LEGAL ADDRESS HERE, ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES The Premises are deemed to contain 2,034+/- square feet. The Premises are located at [REDACTED]. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM The term of this lease shall be for ten (10) years unless sooner terminated as herein provided, commencing on June 01, 2011 and ending on May 31, 2020.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$23,391</u>	<u>\$1,949</u>
<u>2</u>	<u>\$23,858</u>	<u>\$1,988</u>
<u>3</u>	<u>\$24,335</u>	<u>\$2,028</u>
<u>4</u>	<u>\$24,821</u>	<u>\$2,068</u>
<u>5</u>	<u>\$25,317</u>	<u>\$2,110</u>
<u>6</u>	<u>\$25,823</u>	<u>\$2,152</u>
<u>7</u>	<u>\$26,339</u>	<u>\$2,195</u>
<u>8</u>	<u>\$26,866</u>	<u>\$2,239</u>
<u>9</u>	<u>\$27,403</u>	<u>\$2,284</u>
<u>10</u>	<u>\$27,951</u>	<u>\$2,329</u>

payable in advance in equal monthly installments on the first day of 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: N/A. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) days after of the date 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 one-time 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 of four percent (4%) of the amount due LANDLORD each month in addition to the rent then due. In addition, if such delinquent amount is not paid within fifteen (15) days after the date when due, such amount shall bear interest at the rate of twelve percent (12%) per annum from the original due date thereof until the date of payment.

5. RENEWAL OPTION So long as TENANT ~~has is not been~~ in default of this lease during the term hereof Lease (after the giving of any applicable notice and the expiration of any applicable cure period) at the time TENANT exercises its renewal option, TENANT shall have the option to ~~OPTION~~ renew this lease for five (5) years. 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 base rent which shall be negotiated at then market rates.

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

6. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount equal to two month's rent (\$3,898), which shall be held as a security for the TENANT'S performance as herein provided. After Eighteen (18) Months, provided TENANT has not been in Default of the lease, a sum equal to One Month rent (\$1,949) shall be refunded to TENANT. The balance shall be refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT A. TAX TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, twenty-five percent (25%) of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax,

a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. Upon request from TENANT from time to time, LANDLORD agrees to deliver to TENANT evidence of the payment of the real estate taxes.

B. OPERATING COSTS

The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article twenty-five percent (25%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs for common area cleaning and janitorial services, (iv) all costs of maintaining the building including the operation and repair of heating and air-conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the building, including, without limitation, property management fees, and (vii) all other reasonable costs relating directly to the ownership, operating, maintenance and management of the building by LANDLORD. The TENANT'S share of operating expenses shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

Notwithstanding the foregoing, the operating expenses shall not include (i) any expenditures or costs for any repairs, alterations, replacements or improvements that are considered capital in nature under generally accepted accounting principles, (ii) any costs relating to leasing, (iii) any costs relating to financing and/or refinancing, (iv) any costs relating to marketing/promotions, (v) any costs for which Landlord is or is to be reimbursed by proceeds of insurance or condemnation, (vi) any interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the land and building, (vii) any penalty or fine incurred by LANDLORD due to LANDLORD'S violation of any legal requirement, (viii) any interest or penalties assessed against LANDLORD for late payment by LANDLORD of any of the real estate taxes or operating expenses, (ix) any costs and expenses relating to compliance with any applicable law, statute, ordinance or other regulation or requirement, and (x) any cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order. Attached hereto as Exhibit A is a schedule setting forth the estimated real estate taxes, the categories of the operating expenses, and the estimated operating expenses for 2011.

Please note that a cap of 2% per year shall be placed on all the increase, if any, in the amount payable by TENANT on account of the operating expense reimbursements expenses for a calendar year over the amount payable by TENANT on account of the operating expenses for the immediately preceding calendar year EXCLUDING real estate taxes, property insurance and snow plowing/removal.

During each year of the term of this lease TENANT shall make monthly estimated payments to LANDLORD, as additional rent, for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses and also showing the TENANT'S share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT'S share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to credited against the first monthly installment payable by the TENANT on account of next year's monthly payments for estimated increases real estate taxes and operating expenses; provided, however, if such excess exceeds the first installment, then the balance of the excess shall be credited against the next succeeding monthly installment(s) until it has been fully used before the TENANT comes out of pocket; and provided, further, if the term of the Lease has expired, then such excess shall be refunded to the TENANT within (30) days.

TENANT or its representative shall have the right to examine LANDLORD'S books and records with respect to the reconciliation of the real estate taxes and the operating expenses for the prior calendar year during normal business hours at any time within one hundred twenty (120) days following the delivery by LANDLORD to TENANT of the aforesaid statement; TENANT shall give LANDLORD at least five (5) business days prior notice of the exercise of such right. Said examination shall be conducted by Tenant's employees or by Tenant's consultants. If TENANT does not timely exercise such examination right, then TENANT shall be deemed to have approved said reconciliation. If TENANT does timely exercise such examination right, then said reconciliation shall be considered final and accepted by TENANT unless TENANT notifies LANDLORD of any objections to said reconciliation within thirty (30) days after its examination of LANDLORD'S books and records; any such objection notice shall specify, in reasonable detail, the respects in which said reconciliation is claimed to be incorrect. If the examination report shows that the



amount LANDLORD charged TENANT for real estate taxes or operating expenses was greater than the amount TENANT was obligated to pay, then LANDLORD shall refund the excess amount to TENANT within thirty (30) days after LANDLORD receives a copy of the examination report. If the examination report shows that the amount LANDLORD charged TENANT for real estate taxes or operating costs is less than the amount TENANT was obligated to pay, then TENANT shall pay to LANDLORD, as Additional Rent, the difference between the amount TENANT paid and the amount stated in the examination report within thirty (30) days after LANDLORD receives a copy of the examination report.

8. 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 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. The LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities, 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 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 thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

9. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purpose of office and administrative work.

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~~ 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 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; LANDLORD hereby advises TENANT that there are no rules and security regulations in effect as of the date of this Lease. After the commencement date, 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 leased premises required by law or any public authority as a result of TENANT's specific manner of use or occupancy of the leased premises (as compared to the use of the leased premises for office space) or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.

LANDLORD represents that the leased premises shall comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting the leased premises (including, without limitation, the accessibility laws) as of the commencement date. After the commencement date, LANDLORD shall observe and comply with the same, except as otherwise expressly provided in the last sentence of the immediately preceding subparagraph.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

~~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 condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable other 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 that is damaged or destroyed.~~

B. LANDLORD'S OBLIGATIONS

~~The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the OBLIGATIONS 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 this lease~~The LANDLORD agrees to maintain (which shall include routine painting and caulking) in good order, repair and condition, and to otherwise make all repairs and replacements to, the following, reasonable wear and tear, damage by fire and other casualty only excepted: (i) with respect to the Building, unless the roof, the exterior walls, the exterior windows, the foundation, the structure components, the interior common areas, the building systems (including, but not limited to, HVAC, electric, plumbing, fire safety and sprinkler

systems) located within the Building (including the components of those systems located within and servicing the leased premises), other than any equipment or system installed by TENANT that services exclusively the leased premises, and the bathroom fixtures; and (ii) with respect to the land, the driveways, the parking areas, the sidewalks, the exterior lighting, the signage and the landscaping. If any 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 then such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefor thereof. Notwithstanding the foregoing, any maintenance or repair that is attributable to a fire or other casualty (regardless of the cause of such fire or casualty) shall be governed by the provisions of Article 18.

12. 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, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from 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, which consent shall not be unreasonably withheld, delayed or conditioned. 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 or 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.

13. ASSIGNMENT -  
~~in each instance [which consent shall not be unreasonably withheld]~~  
SUBLEASING

The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit ~~in each instance [which consent shall not be unreasonably withheld] (cross out if not applicable). In any case where~~ the ~~demised leased~~ premises or any part thereof to be used by others (including, without limitation, for desk space or for mailing privileges), without LANDLORD's prior express written consent in each instance, which consent shall not be unreasonably withheld, delayed or conditioned. If LANDLORD fails to notify TENANT of its decision within thirty (30) days after receipt of the request for its consent, then LANDLORD shall be deemed to have consented. 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.

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TENANT hereby advises LANDLORD that two (2) other related foundations will be using the leased premises for offices. Notwithstanding anything to the contrary contained in the immediately preceding subparagraph, Landlord hereby consents to the use of the leased premises by said related foundations.

14. SUBORDINATION  
AND QUIET  
ENJOYMENT

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when 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 the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased Premises.

15. LANDLORD'S  
ACCESS

The LANDLORD or agents of the LANDLORD may, at all reasonable times during the term of this lease, enter the leased premises upon reasonable prior notice (except in the case of an emergency). (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 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 or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation. Supplementing the provisions of the immediately preceding sentence, if LANDLORD exercises its rights under clause (i) to make any repairs or additions to the leased premises, LANDLORD agrees to take all commercially reasonable measures to minimize the interference to TENANT'S use and enjoyment of the leased premises and to the conduct of TENANT'S business within the leased premises, to diligently prosecute the work to completion, and to not store materials or supplies within the leased premises; if, as a result of such work, TENANT is unable to utilize all or any portion of the leased premises for a period in excess of five (5) business days, then the base rent and the additional rent shall abate with respect to the affected area from the commencement of such work to and including the day immediately preceding the day on which Tenant is able to utilizes such area.

16. INDEMNIFI-  
CATION AND

~~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~~

LIABILITY

~~Subject to the mutual waiver of subrogation provisions of this Lease, and subject to any insurance proceeds received by LANDLORD from any source, LIABILITY TENANT will defend and, except to the extent caused 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 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 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 and any person or 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. Without limitation of any other provision herein, neither the 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 neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage to property situated in the leased premises (whether owned by TENANT or others) 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.~~

17. TENANT'S  
LIABILITY  
INSURANCE  
(fill in)

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 Million Dollars (\$1,000,000) 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 TENANT~~ shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the 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. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE  
CASUALTY -  
EMINENT

~~18. FIRE~~ DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire

~~CASUALTY or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, EMINENT casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect DOMAIN to terminate this lease~~ OR other casualty, or be taken by eminent domain, LANDLORD or TENANT may elect to terminate this Lease by notice given to the other party within ninety (90) days after the occurrence of such fire, casualty or taking. In the event this Lease is not terminated as a result of any fire, casualty, or taking of the leased premises and/or the building, then LANDLORD shall make promptly commence, and diligently prosecute to completion all necessary repairs and replacements to restore the leased premises and the building. In the event LANDLORD fails to substantially complete such repairs and replacements within two hundred seventy (270) days after the occurrence of such fire, casualty or taking, then TENANT shall have a further right to terminate this Lease by notice given to LANDLORD at any time after said two hundred seventy (270) day period, provided such termination notice is given prior to the completion of such repairs and replacements. If any such fire, casualty, or taking of the leased premises renders the leased premises wholly or partially unfit for use and occupation, and if this Lease is not otherwise terminated by LANDLORD or TENANT, then 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 and TENANT may legally occupy the same. 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 TENANT'S rights to such damages (other than any claims TENANT may have for damages to its equipment, furniture and other personal property, and for its relocation and other related expenses), and TENANT 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 said premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore so long as the same are in form and substance reasonably satisfactory to TENANT.

Notwithstanding anything to the contrary ~~contained herein~~, LANDLORD's ~~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, plus the amount of the deductible thereunder.

19. 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 ~~three-five (35)~~ three-five (35) days after written notice thereof; provided, however, LANDLORD is not obligated to give, nor is TENANT entitled to receive, notice more than two (2) times during any twelve (12) month period; or
- (b) ~~The~~ TENANT shall default in the observance or performance of any other of the ~~TENANT's~~ TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ~~three-thirty (330)~~ three-thirty (330) days after written notice thereof (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, in which case TENANT shall have such longer period as shall be reasonably necessary to cure the default, so long as TENANT proceeds promptly to cure the same within such thirty (30) day period, prosecutes the cure to completion with due diligence and advises LANDLORD from time to time, upon LANDLORD'S reasonable request, of the actions which TENANT is taking and the progress being made); 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 the TENANT, or 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 amount by which (i) the unpaid rental and all other balances amounts due under this Lease for the remainder of the term exceeds (ii) the then reasonable rental value of the leased premises, which amount shall be discounted to present value in accordance with generally accepted accounting principles. 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. Notwithstanding anything to the contrary contained in this Article 19, LANDLORD hereby acknowledges and agrees that it does not have the right to enter the leased premises by force and that it will take all commercially reasonable measures to mitigate its damages.

20. 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 or to such other address as the TENANT may from time to time advise in writing. 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 at such other address as the LANDLORD may from time to time advise in writing. Any notice mailed in accordance with this Paragraph 20 shall be deemed given upon receipt or upon the date that receipt is refused.

21. 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 or~~ other 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 the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.

22. HAZARDOUS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances



- MATERIALS** 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 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 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 filed and retain all records required by federal, state 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 leased premises and comply with 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, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether 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 the expiration or earlier termination of this lease.
23. **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 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.
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 the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are apart 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.
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) one and one-half (1 1/2)~~ 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.
28. **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 or 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. 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.

29. BROKERAGE

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 CBRE / The Boulos Company and NAI / The Dunham Group ("BROKERS"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKERS, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKERS its commission upon execution of this lease.

30. OPTION TO TERMINATE

TENANT shall have a one-time option to terminate this lease by giving the LANDLORD written notice of its intent to terminate no later than one hundred and twenty (120) days prior to the end of the fifth (5<sup>th</sup>) year of lease term. If TENANT exercises this Right prior to lease expiration, TENANT shall pay LANDLORD the unamortized costs of the ~~TENANT'S original fit up costs and~~ (i) the cost of LANDLORDS'S Work set forth in Paragraph 33 below and (ii) ~~the brokerage fees associated paid the Brokers in connection with the execution of this lease.~~ On or before July 1, 2011, LANDLORD shall give TENANT a schedule showing the amortization of such costs.

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

31. SIGNAGE

Space for signage will be provided to TENANT on the property pylon as well as above the entrance to TENANT'S suite. The costs associated with signage production and mounting shall be TENANT'S. All signage shall conform with appropriate city codes and permitting as TENANT'S sole responsibility.

32. PARKING

Parking is available on-site and in-common based on TENANT'S pro-rata share of square footage as compared to the entire building (25%).

33. OTHER PROVISIONS

(a) It is also understood and agreed that LANDLORD shall do the following work at its sole cost and expense:

- 1 – Paint entire leased premises a single color (color to be determined).
- 2 – Install commercial grade carpet and baseboard throughout (color to be determined).
- 3 – Replace VCT tile in kitchenette and restroom with similar commercial grade tile.

(b) TENANT shall have access to and use of the leased premises twenty-four (24) hours a day, seven (7) days a week.

(c) LANDLORD hereby represents to TENANT that the second (2) floor of the Building will not be converted into rentable space during the term of this Lease, as the same may be extended.

(d) TENANT desires to have access to the leased premises prior to the commencement date to take measurements, to evaluate systems, to install its telecommunications equipment, conduits and wires, to install and connect its cubicles and to do any other work reasonably required to prepared the leased premises for TENANT'S occupancy. LANDLORD hereby agrees to permit such access provided (i) TENANT gives LANDLORD reasonable prior notice of such access (not less than 24 hours), and (ii) such access and/or work does not unreasonably interfere with LANDLORD'S work, as described in subparagraph 33(a) above. By its execution of this Lease, LANDLORD hereby approves the work described in the immediately preceding sentence.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT: 

LANDLORD: 

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

NAME/TITLE

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Witness to Tenant

NAME/TITLE

---

Witness to Landlord

**Form MM-2 Rev. 10/95**

**Maine Commercial Association of REALTORS®  
PO Box 1327, Wells, Maine 04090**