

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

**BUILDING INSPECTION**

**PERMIT**

Lead  
And  
Any,  
d

PERMIT ISSUED  
Permit Number: 051450  
OCT 19 2005  
CITY OF PORTLAND

Certify that FIVE LIVER COMPANY / Mucci, Steve  
Application to Planet Fitness/ Tenant Fit -up for fitness  
MARGINAL WAY 025 B02100

and that the person or persons, firm or corporation accepting this permit shall comply with all provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating construction, maintenance and use of buildings and structures, and of the application on file in Department.

Public Works for street line  
if nature of work requires  
information.

Notification of inspection must  
given and written permission procured  
before this building or part thereof  
landed or occupied. **NO PERMITS REQUIRED.**

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

OTHER REQUIRED APPROVALS  
see Cass FD 10-13

*[Signature]*  
10/18/05  
Director - Building & Inspection Services

Department Name

**PENALTY FOR REMOVING THIS CARD**

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

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

Permit No: 05-1450	Issue Date: <b>PERMIT ISSUED</b>	CBL: 025 B02 001
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Location of Construction: 145 MARGINAL WAY	Owner Name: FIVE LIVER COMPANY	Owner Address: 5 MILK ST	Phone:
Business Name:	Contractor Name: Colucci, Steve	Contractor Address: 25 Thomas Drive Westbrook	Phone: 207-939-6513
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B5

Past Use: Commercial/ Planet Fitness	Proposed Use: Planet Fitness/ Tenant Fit -up for fitness Ctr.	Permit Fee: \$3,246.00	Cost of Work: \$350,000.00	CEO District:
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Proposed Project Description: Planet Fitness/ Tenant Fit -up for fitness Ctr. <i>original Bldg Structure permit under #04-1122 And old CBL - 025-B-005</i>	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: A3 Type: 3B 10/18/05
	Signature: <i>Greg Cass</i>	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action:  Approved  Approved w/Conditions  Denied

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Taken By: Idobson	Date Applied For: 09/30/2005	<b>Zoning Approval</b>
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>9/10/12/05</i>	<b>Zoning Appeal</b> <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 Date: _____	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District 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: <i>[Signature]</i>
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**CERTIFICATION**

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

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

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 05-1450	<b>Date Applied For:</b> 09/30/2005	<b>CBL:</b> 025 B021001
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<b>Location of Construction:</b> 145 MARGINAL WAY	<b>Owner Name:</b> FIVE LIVER COMPANY	<b>Owner Address:</b> 5 MILK ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Colucci, Steve	<b>Contractor Address:</b> 25 Thomas Drive Westbrook	<b>Phone</b> (207) 939-6513
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Commercial	

<b>Proposed Use:</b> Planet Fitness/ Tenant Fit -up for fitness Ctr.	<b>Proposed Project Description:</b> Planet Fitness/ Tenant Fit -up for fitness Ctr.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 10/12/2005

**Note:** the original permit for the structure is under permit #04-1122 and under an old CBL #025-B-005 before      **Ok to Issue:**   
Assessors created the new lot #

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) Separate permits shall be required for any new signage.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Mike Nugent      **Approval Date:** 10/18/2005

**Note:**      **Ok to Issue:**

- 1) Construction type reclassified to 3B to allow for wood frame interior components. This is allowable due to the size, use group and fire supression system.

**Dept:** Fire      **Status:** Approved      **Reviewer:** Cptn Greg Cass      **Approval Date:** 10/13/2005

**Note:**      **Ok to Issue:**

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 05-1450	<b>Date Applied For:</b> 09/30/2005	<b>CBL:</b> 025 B021001
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<b>Location of Construction:</b> 145 MARGINAL WAY	<b>Owner Name:</b> FIVE LIVER COMPANY	<b>Owner Address:</b> 5 MILK ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Colucci, Steve	<b>Contractor Address:</b> 25 Thomas Drive Westbrook	<b>Phone</b> (207) 939-6513
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Alterations - Commercial	

<b>Proposed Use:</b> Planet Fitness/ Tenant Fit -up for fitness Ctr.	<b>Proposed Project Description:</b> Planet Fitness/ Tenant Fit -up for fitness Ctr.
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 10/12/2005  
**Note:** the original permit for the structure is under permit #04-1122 and under an old CBL #025-B-005 before Assessors created the new lot #      **Ok to Issue:**   
1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.  
2) Separate permits shall be required for any new signage.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Mike Nugent      **Approval Date:** 10/18/2005  
**Note:**      **Ok to Issue:**   
1) Construction type reclassified to 3B to allow for wood frame interior components. This is allowable due to the size, use group and fire supression system.

**Dept:** Fire      **Status:** Approved      **Reviewer:** Cptn Greg Cass      **Approval Date:** 10/13/2005  
**Note:**      **Ok to Issue:**

# All Purpose Building Permit Application

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

Location/Address of Construction: <u>145 Marginal Way</u>		
Total Square Footage of Proposed Structure <u>22,000±</u>	Square Footage of Lot <u>90,000 ±</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>025</u> Block# <u>B</u> Lot# <u>021</u>	Owner:	Telephone:
Lessee/Buyer's Name (if Applicable) <u>WhitCo Properties, Inc</u> <u>William H Whitmore/Steve Colucci</u>	Applicant name, address & telephone: <u>Bill Whitmore</u> <u>8 Thomas Dr.</u> <u>408-2910 Westbrook, ME 04092</u>	Cost Of Work: <u>\$350,000</u> Fee: \$
Current use: <u>New Building</u>	<u>Bldg Fee 3171.</u>	
If the location is currently vacant, what was prior use:	<u>Call 75.</u>	
Approximately how long has it been vacant:	<u>\$3246.00</u>	
Proposed use: <u>Fitness Center</u>		
Project description: <u>Tenant fit up for Fitness Center</u>		
Contractor's name, address & telephone:	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0; font-weight: bold; font-size: small;">DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> <p style="margin: 0; text-align: center;">939 6513 SEP 5 11 2005</p> </div> <p style="margin: 0; font-weight: bold; font-size: x-large; text-align: center;">RECEIVED</p> </div>	
Who should we contact when the permit is ready: <u>Steve Colucci</u>		
Mailing address: <u>25 Thomas Dr.</u> <u>Westbrook, ME 04092</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>939-6513</u> <u>Call</u>		

**IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.**

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

Signature of applicant: <u>[Handwritten Signature]</u>	Date: <u>9/28/05</u>
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**This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the**



A r c h i t e c t s

434 Cumberland Avenue  
Portland ME 04101-2325

Guy T. Labrecque - Architect

Phone: 207.774.4441

Fax: 207.774.4016

E-mail: GLabrecque@CWSArch.com

September 30, 2005

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## CODE COMPLIANCE REPORT

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### Interior Fit-up @ 145 Marginal Way for Planet Fitness

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#### BOCA AND LIFE SAFETY CODES REVIEW

##### 1.0 Codes Review

###### **Description of Building's Function and Program:**

The project consists of the interior fit-up to the existing building shell at 145 Marginal Way. CWS designed the building shell a year or so ago and it has remained vacant for the past few months. The tenant will be Planet Fitness. A large fitness club in the area.

###### **1.0.A Occupant Classification(s):**

###### **IBC 2003**

Proposed Use Groups: Planet Fitness, fitness center/gym

Assembly A-3

###### **NFPA 101: 2003**

Chapter 12, "New Assembly Occupancies"

###### **1.0.B Building Height and Area Limitations:**

###### **Building Height:**

###### **IBC 2003 – Chapter 5, Table 503**

When originally permitted CWS utilized Type 2C Construction and the buildings exterior was constructed as such. In an effort to lower fit-up costs we are proposing considering this building Type III, B.

**Building Area:**

**IBC – Chapter 5, Table 503**

Type III, B Construction

**Proposed:** The building’s area at the exterior perimeter of the first floor is 10,849 sf. This area will not be modified as part of this project.

**Allowable:** (2) stories, 9,500 sf. w/o modifications

Sprinkler Modification: Increased (1) story/20 feet = (3) stories

Sprinkler Modification: Increased 200% = 19,000 + 9,500 = 28,500sf

Frontage Increase: calculation not necessary.

**1.0.C Type of Construction:**

**NFPA 220: Type III, 200**

**IBC 2003: Type III, B**

The building consists of the following assemblies;

Structural System:

Exterior walls are of concrete masonry units.

The roof framing consists of steel bar joists on a steel beam and column system.

Interior and Exterior Non-Load Bearing Walls:

Wood stud framing

Concrete masonry units

Batt and rigid insulation

Gypsum wallboard

**1.0.D Required Fire Resistance Ratings of applicable Structure Elements:**

**IBC - Table 601**

**Element**

Structural Frame	0 hrs
Bearing Walls	
Exterior Walls	2 hrs
Interior Walls	0 hrs
Non-bearing walls and Partitions	
Interior	0 hrs
Floor Construction	0 hr
Roof Construction	0 hr

**NFPA 101**

Exit Access Corridors serving more than 30 people: 1 hr

**1.0.E Means of Egress:**

**IBC 2003 – Chapter 10: Table 1004.1.2**

**NFPA 101 – Chapter 7: Table 7.3.1.2**

Occupant Load IBC: Assembly Areas (Un-concentrated): 15 net s.f. / per occupant  
Exercise Rooms: 50 gross / per occupant

Occupant Load NFPA: Exercise Rooms w/ equipment: 50 s.f. / per occupant  
Exercise Rooms w/o equipment: 15 s.f. / per occupant

**Minimum Number of Exits:**

**IBC 2003 – Chapter 10, Section 1010, Table 1010.3**

Two exits are required.

**NFPA 101 – Chapter 40**

Not less than two means of Egress shall be provided.

**Capacity of Egress Components:**

**Element** **Minimum Allowable**

BOCA Table 1109.2: w/ sprinkler  
Corridors and Doors = .15 inches per person  
Stairways = .2 inches per person

NFPA Table 7.3.3.1 = .2 inches per person  
Corridors and Doors = .2 inches per person  
Stairways = .3 inches per person

**Exit Access Corridors & Doors:**

Width: 243 people x .2 inches per person = 48.6” (first floor)  
Width: 193 people x .2 inches per person = 38.6” (second floor)

Main exits have been provided at the front of the building and at the rear of the building. These doors assemblies are 36” pairs.

**Stairways:**

The existing stair assemblies will not require alterations due to the scope of this project.



**Egress Arrangement:**

**Assembly Use: IBC 2003:**

Dead-end corridor (1016.3)	20 ft
Exit Access Travel Distance (1015.1)	250 ft (w/ sprinkler system)
Common Path of Travel (1013.3)	75 ft

**Assembly Occupancy: NFPA 101**

Dead-end corridor (12.2.5.1.3)	20 ft
Common Path of Travel (12.2.5.1.2)	75 ft
Travel Distance to an Exit (12.2.6)	250 ft

**1.0.F Emergency Lighting: NFPA 38.2.9**

Emergency Lighting will be required.

**1.0.G Interior Finish System:**

**IBC 2003 - Chapter 8  
NFPA 101 – Chapter 12**

<b>Wall and Ceiling Finishes:</b>	<b>NFPA</b>	<b>IBC</b>
Vertical Exits	Class A	Class B
Exit Access Corridors	Class A, B	Class B
All other spaces		
Occupant Load < 300	Class A, B, C	Class C
Occupant Load > 300	Class I, II, or III	Class C

805.1.2: Interior trim shall not exceed 10% of the aggregate wall surface unless Class I, II, or III material.

**Floor Finishes:**

Vertical Exits / Exit Corridors	Class I or Class II	Class I or II
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**1.0.H Detection, Alarm, and Communications:**

**IBC 2003 – Chapter 9  
NFPA 101 – Chapters 40 and 9**

A manual fire alarm system is required by NFPA 101: 38.3.4.1 and by IBC (903.2.1.3).

**1.0.I Extinguishing Requirements:**

**IBC 2003 - Chapter 9  
NFPA 101 – Chapter 40**

- The buildings existing Automatic Fire Suppression System will be modified to conform to the fit-up layout.

- Portable fire extinguishers are required by NFPA 101:38.3.5.
- Portable fire extinguishers are required by IBC 906.1.
- Fire extinguishers shall conform to NFPA 10 and shall be placed such that the travel distance to any extinguisher location shall be less than 75’.

## **2.0 GENERAL BUILDING COMPONENTS**

### **2.0.A Stair Assemblies**

#### **IBC 2003 – Chapter 10**

Maximum Riser Height (1009.3)	7”
Minimum Rise Height (1009.3)	4”
Minimum Tread Depth (1006.3)	11”
Minimum Head Room (1009.2)	80” (6’-8”)
Maximum Vertical Rise to Landing (1009.6)	12’-0”
Hand Rail Height (1009.11.1)	not less than 34” / not greater than 38”
Guardrail Height (1012.2)	at least 42”
Baluster Spacing shall resist the passage of a 4” sphere in a Business Use Group per 1012.3.	

#### **NFPA 101 – Chapter 7**

Maximum Riser Height (7.2.2.2.1(a))	7”
Minimum Rise Height (7.2.2.2.1(a))	4”
Minimum Tread Depth (7.2.2.2.1(a))	11”
Minimum Head Room (7.2.2.2.1(a))	80” (6’-8”)
Maximum Vertical Rise to Landing (7.2.2.2.1(a))	12’-0”
Hand Rail Height (7.2.2.4.5)	not less than 34” / not greater than 38”
Guardrail Height (7.2.2.4.6)	not less than 42”
Baluster Spacing shall resist the passage of a 4” sphere per 7.2.2.4.6.	

**...End of Code Compliance Report**



CITY OF PORTLAND  
BUILDING CODE CERTIFICATE  
389 Congress St., Room 315  
Portland, Maine 04101

TO: Inspector of Buildings City of Portland, Maine  
Department of Planning & Urban Development  
Division of Housing & Community Service

FROM: CWS Architects

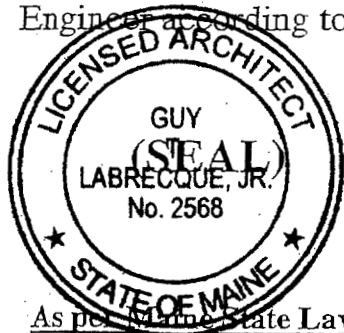
RE: Certificate of Design

DATE: 9-30-05

These plans and / or specifications covering construction work on:


Complete interior fit-up for 145 Marginal Way for Planet Fitness

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the 2003 International Building Code and local amendments.



As per Maine State Law:

\$50,000.00 or more in new construction, repair expansion, addition, or modification for Building or Structures, shall be prepared by a registered design Professional.

Signature: 

Title: Vice President

Firm: CWS Architects

Address: 434 Cumberland Ave.  
Portland, ME 04101

FROM DESIGNER: CWS Architects  
 DATE: 9-30-05  
 Job Name: Interior Fit-Up to 145 Marginal Way for Planet Fitness  
 Address of Construction: 145 Marginal Way

2003 International Building Code

Construction project was designed according to the building code criteria listed below:

Building Code and Year IBC 2003 Use Group Classification(s) A-3

Type of Construction III, B

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES

Is the Structure mixed use? NO if yes, separated or non separated (see Section 302.3) \_\_\_\_\_

Supervisory alarm system? YES Geotechnical/Soils report required?( See Section 1802.2) NO

STRUCTURAL DESIGN CALCULATIONS		_____	Live load reduction (1603.1.1, 1607.9, 1607.10)
_____	Submitted for all structural members (106.1, 106.1.1)	_____	Roof live loads (1603.1.2, 1607.11)
DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)		_____	Roof snow loads (1603.1.3, 1608)
Uniformly distributed floor live loads (1603.1.1, 1607)		_____	Ground snow load, $P_g$ (1608.2)
Floor Area Use	Loads Shown	_____	If $P_g > 10$ psf, flat-roof snow load, $P_f$ (1608.3)
_____	_____	_____	If $P_g > 10$ psf, snow exposure factor, $C_e$ (Table 1608.3.1)
_____	_____	_____	If $P_g > 10$ psf, snow load importance factor, $I_s$ (Table 1604.5)
_____	_____	_____	Roof thermal factor, $C_t$ (Table 1608.3.2)
_____	_____	_____	Sloped roof snowload, $P_s$ (1608.4)
Wind loads (1603.1.4, 1609)		_____	Seismic design category (1616.3)
_____	Design option utilized (1609.1.1, 1609.6)	_____	Basic seismic-force-resisting system (Table 1617.6.2)
_____	Basic wind speed (1609.3)	_____	Response modification coefficient, $R$ , and deflection amplification factor, $C_d$ (Table 1617.6.2)
_____	Building category and wind importance factor, $I_w$ (Table 1609.5, 1609.5)	_____	Analysis procedure (1616.6, 1617.5)
_____	Wind exposure category (1609.4)	_____	Design base shear (1617.4, 1617.5.1)
_____	Internal pressure coefficient (ASCE 7)	_____	Flood loads (1603.1.6, 1612)
_____	Component and cladding pressures (1609.6.1, 1609.6.2.2)	_____	Flood hazard area (1612.3)
_____	Main force wind pressures (1609.1.1, 1609.6.2.1)	_____	Elevation of structure
Earthquake design data (1603.1.5, 1614 - 1623)		_____	Other loads
_____	Design option utilized (1614.1)	_____	Concentrated loads (1607.4)
_____	Seismic use group ("Category") (Table 1604.5, 1616.2)	_____	Partition loads (1607.5)
_____	Spectral response coefficients, $S_Ds$ & $S_{D1}$ (1615.1)	_____	Impact loads (1607.8)
_____	Site class (1615.1.5)	_____	Misc. loads (Table 1607.6, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

NOT APPLICABLE

**Planet Fitness at 145 Marginal Way**

Portland, ME

**Door Schedule**

No.	W	H	T	Door Material	Door Type	Frame Type	Lock Function	Hardware	Label	Notes
125	(2) 36 Pair	84	1-3/4	Aluminum Storefront	2FG	B	Push/Pull	Closer No. 1 each leaf, Cont. weatherstripping		
127	36	84	1-3/4	Solid Core Wood	F	A	Storage			
225	36	84	1-3/4	Solid Core Wood	L	A	Storage			
226	36	84	1-3/4	Solid Core Wood	HG	A	Lockset No. 1			
228	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
229	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
230	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
231	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
232	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
233	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
234	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
235	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
236	36	84	1-3/4	Solid Core Wood	L	A	Push/Pull	Closer No. 2, Kickplate		
240	36	84	1-3/4	Solid Core Wood	L	A	Push/Pull	Closer No. 2, Kickplate		

**Modifications to existing door hardware:**

104	Existing Aluminum storefront door and frame									
	Scope of Hardware Fit-up									
	Remove angle securing the inactive door closed at the bottom of the door.									
	Provide and install surface mounted vertical rod and and exit device. Match existing on active door.									
	Reference hardware schedule for exit device type.									
	Contractor shall visit the site and review existing conditions prior to bid to confirm hardware coordination.									
105	Existing Aluminum storefront door and frame									
	Scope of Hardware Fit-up									
	Remove angle securing the inactive door closed at the bottom of the door.									
	Provide and install surface mounted vertical rod and and exit device. Match existing on active door.									
	Reference hardware schedule for exit device type.									
	Contractor shall visit the site and review existing conditions prior to bid to confirm hardware coordination.									

**Planet Fitness at 145 Marginal Way**

Portland, ME

**Hardware Schedule**

Item/function	Manufacturer	Model No.	Finish	Remarks
Lockset No. 1	Sargent	10G05LL	626	Cylindrical Lever - Office/Entrance Function
Closer No. 1	Sargent	281 Series	626	w/ hold open
Closer No. 2	Sargent	1430/1431	626	w/ hold open
Privacy Set	Sargent	10U65LL	626	Cylindrical Lever - Privacy Function
Storage Set	Sargent	10G04LL	626	Cylindrical Lever - Storage Function
Push/Pull	Ives	8102-8 Pull, 8200	626	
8x32 Kickplate	Ives	4x16 Push	626	
Hinges	Hager	8400	SS	
Floor Stop	Ives	Full Mortise	26D	Provide ball bearing hinges at all doors.
Wall Stop	Ives	436	Alum	
		406 1/2	Alum	
Door Bottom Sweep	National Guard	96DkB		
Weatherstripping	National Guard	160V & 5050B		
Exit Device	Sargent	8713 ETA	626	
<b>Notes</b>				
Provide masterkey system with construction keying. Consult with Owner for instructions on keying.				
Products of one or more manufacturers are listed to establish quality and performance characteristics.				
Products of other manufacturers may be accepted subject to review and approval by Architect prior to bid.				
Provide wall or floor stops at all swinging doors				
<b>Acceptable Manufacturers</b>				
Locksets:	Corbin, Russwin, Sargent, Schlage			
Closers:	Sargent, Dorma, Norton			
Hinges:	Hager, Stanley, Lawrence			
Thresholds:	National Guard Products, Pemko, Reese, Zero			
Panic sets:	Sargent, Von Duprin			
Accessories	Ives, Hiawatha, Rockwood			



CITY OF PORTLAND  
 BUILDING CODE CERTIFICATE  
 389 Congress St., Room 315  
 Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: CWS Architects

Address of Project: 145 Marginal Way

Nature of Project: Interior Fit-Up to 145 Marginal Way  
 for Planet Fitness.

The technical submissions covering the proposed construction work described above  
 have been designed in compliance with applicable regulations found in the  
 Maine Human Rights Law and Federal Americans

*CITY OF  
 PORTLAND*

Signature: \_\_\_\_\_

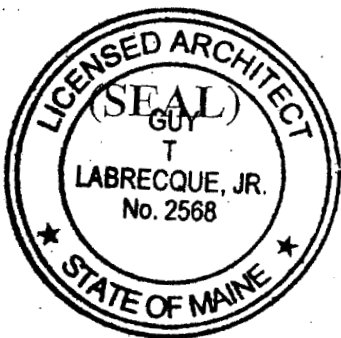
Title: \_\_\_\_\_

Firm: CWS Architects

Address: 434 Cumberland Ave.

Portland, ME 04101

Phone: 207-774-4441



# BECKER

structural engineers, inc.

September 16, 2005

CWS Architects  
434 Cumberland Ave.  
Portland, ME 04101-2325

ATTN: Mr. Guy Labrecque

RE: Planet Fitness III  
135 Marginal Way  
Portland, Maine 04101

Dear Mr. Labrecque,

Per your request, we are submitting this letter summarizing our findings and opinions regarding a structural review of the second floor framing of 135 Marginal Way with loading resultant from the Body Master Exercise equipment.

In conducting our analysis, dead loads are based on the gravity loads of existing materials, and live loads are based on the weight of the Master Fitness exercise equipment plus a 300 pound person utilizing the equipment. While conducting the floor analysis, we assumed that no other live load acts simultaneously with the exerciser and equipment. For the floor area outside the zone of the equipment, we assumed a floor live load of 80 pounds per square foot.

**Findings:**

The 2<sup>nd</sup> floor framing is composite steel deck on steel framing. The floor construction consists of 2 ½" normal weight concrete on 3" deep, 20 gage galvanized steel deck (total thickness = 5 ½") spanning 9'-0" between steel beams. The typical bay size is 27'-0" x 31'-0", and the typical beam size is W16x31 + 12 shear connectors and the typical interior girder size is W21x44 + 17 shear connectors. The floor was originally designed for an office space live load of 80 pounds per square foot (psf) as dictated by BOCA National Building Code (1999) which was the governing building code for Portland, Maine at the time the building was designed.

Based on our analysis, the highest uniform load generated from the equipment is 50 pounds per square foot, and the highest concentrated point load from the equipment support is less than 1000 pounds.

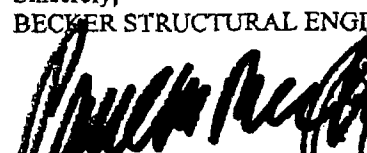
**Opinions:**

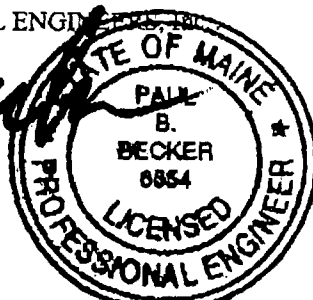
We conclude that the composite floor deck and steel framing can adequately support the fitness equipment. Our conclusion is not dependent upon a specific equipment floor layout, thus flexibility in placement of the exercise equipment is permissible. We analyzed the floor for punching shear of the concentrated load and found no modification of the equipment supports is required.

**Closing:**

We trust that this letter addresses your concerns at this time. Please notify us if any equipment not submitted for review is to be added to the gym. Please call if you have any questions.

Sincerely,  
BECKER STRUCTURAL ENGINEERS, INC.

  
Paul B. Becker, P.E.  
President



  
Michael Cyr, E.I.T.  
Project Engineer



**LEASE AGREEMENT**  
145 Marginal Way

CERTAIN TERMS AND DEFINITIONS

Tenant: Whitco Properties, Inc. d/b/a Planet Fitness

Landlord: Five Liver Company

Lease: This Lease Agreement between Tenant and Landlord dated as of August 19, 2005.

Building: The entire building at 145 Marginal Way.

Premises: The entire property at 145 Marginal Way, including the Building, and its walkways, parking lots, and landscaped areas, including rights in common with 161 Marginal Way to use an easement on 161 Marginal Way's property to access Marginal Way, and subject to shared use with 161 Marginal Way of an easement encumbering the Premises benefiting 161 Marginal Way as shown on Exhibit A-1 hereto. A legal description of the land is included as Exhibit A-2 hereto.

Lease Commencement Date: The date of mutual execution by Landlord and Tenant of the Lease. The parties hereby specify that such date was September 23, 2005.

Landlord's initials PWB  
Tenant's initials DHW

Term: Approximately ten (10) years and four (4) months, beginning on the Lease Commencement Date and ending on December 31, 2015. See Rider 1 for renewal option provisions.

Occupancy Date: As soon after the Lease Commencement Date as Tenant has paid the Security Deposit and provided to Landlord evidence that the insurance required of Tenant under the Lease is in place.

Rent Commencement Date: Notwithstanding the Lease Commencement Date specified above, no Base Rent shall be payable until the earlier of (i) four (4) months after the Lease Commencement Date or (ii) the date Tenant opens for business.

Base Rent: From the Rent Commencement Date through December 31, 2010: \$317,130.96 per year or \$26,427.58 per month.  
From January 1, 2011 through December 31, 2015 : \$364,700.64 per year or \$30,391.72 per month.

Tenant Responsibilities delegated to Landlord: From time to time, Tenant may delegate certain maintenance responsibilities to Landlord to perform on Tenant's behalf at Tenant's expense; see Section 1.8C.

Security Deposit: Twenty-Seven Thousand Seventy Six & 58/100 Dollars (\$27,076.58).

Proportionate Share: 100%.

Monthly Charges: The Base Rent payable on the first of each month during the Term and the monthly estimated cost of any Tenant Responsibilities Delegated to Landlord, payable by Tenant to Landlord on the first of each month during the Term.

Rents: Shall mean all payments due from Tenant to Landlord or called for in the Lease, including Monthly Charges, Real Estate Taxes (whether paid to Landlord or directly to the municipality), expenses required of Tenant to comply with its maintenance obligations under Section 1.8 B (whether paid to Landlord or directly to the labor, material or service provider) utility charges (whether paid to Landlord or directly to the labor, material or service provider), and all other costs and expenses of Tenant necessary for Tenant to comply with its obligations under the Lease.

#### RENTS; SECURITY DEPOSIT; SURRENDER ON TERMINATION

1.1 Lease of Premises; Rent. Landlord hereby rents and Tenant hereby leases from Landlord the Premises for the Term and on the other terms and conditions provided in this Lease. Tenant covenants and agrees to pay Monthly Charges to Landlord in monthly installments, in advance without demand, notice, or setoff on the first day of each month during the Term (after the Rent Commencement Date).

1.2 Rent to Be Net. It is the intention and agreement of the parties that, except for the expressly stated obligations to be undertaken by Landlord and at Landlord's expense in Section 1.8A and Landlord's conditional obligation to with respect to capital repairs and replacements in Section 1.8D, the Base Rent shall be net to Landlord. Without limitation, Tenant agrees to pay or cause to be paid directly (or through Landlord in the case of those expenses Landlord has elected to pay on Tenant's behalf), all Real Estate Taxes (as herein defined), insurance premiums, utilities, maintenance and repair costs except only those expressly stated to be Landlord's obligation, and other costs, and expenses and obligations of every kind and nature whatsoever relating to the Property which may arise or become due after the Commencement Date, other than (i) expenses or obligations caused by acts or omissions of, or incurred by or at the written direction of, Landlord or by anyone for whom the Landlord is legally responsible and for which Tenant is not otherwise responsible to pay or reimburse to Landlord under the provisions of this Lease, or (ii) those expenses expressly stated to be Landlord's obligation in this Lease.

1.3 Real Estate Taxes. (a) After the Rent Commencement Date, Tenant shall pay all Real Estate Taxes with respect to the Building and the Premises during the Term. 'Real Estate Taxes' means the total of all taxes, general and special, ordinary and extraordinary, foreseen or unforeseen, including water and sewer taxes, assessments for public improvements and public services, that are assessed, levied or imposed with respect to the Building and the Premises, including personal property to the extent that all elevators, air conditioning equipment, or similar building appurtenances for the use and benefit of the occupants of the Building or other personal property at the Building or Premises are classified as real estate for tax purposes.

- (i) Tenant covenants and agrees to pay all Real Estate Taxes directly to the billing authority by their due date until Landlord shall elect to pay them in accordance with paragraphs (ii) or (iii), or as otherwise provided in this lease.
- (ii) After an uncured Event of Default, or after two failures to pay Real Estate Taxes by their due date which are followed by a Notice of Default and demand for payment by Landlord and payment within the cure period,

Landlord reserves the right to demand thereafter that Tenant pay Real Estate Taxes to Landlord in equal monthly installments (based upon the Real Estate Taxes next due) for Landlord to escrow for payment to the billing authority.

- (iii) In the event that any mortgage (or equivalent) financing for the Premises by Landlord requires Landlord to pay monthly Real Estate Taxes into an escrow account held by the lender, Tenant shall pay Real Estate Taxes to such lender in equal monthly installments (based upon the Real Estate Taxes next due); to the extent the balance of such reserve fund is insufficient, at any time, Tenant shall promptly deposit any deficiency.

Prior to the Rent Commencement Date, Landlord shall pay Real Estate Taxes on the Building and the Premises, as it existed on the Lease Commencement Date, and Tenant shall pay any Real Estate Taxes for the period between the Lease Commencement Date and the Rent Commencement Date which are attributable to improvements made by or at the direction of Tenant.

(b) Pro Ration of Real Estate Taxes. Real Estate Taxes shall be pro rated between Landlord and Tenant for the first and last years of the Term, if necessary, with the pro ration date for the first year being the Rent Commencement Date (except as noted above relating to any improvements made by Tenant).

(c) Contesting Real Estate Taxes. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Real Estate Taxes, or to seek a reduction in the valuation of the Building or Premises (or any portion thereof) as assessed for taxation purposes by appropriate proceedings diligently conducted in good faith so long as no lien is recorded against the Premises and no interest or penalties accrue on account of late payment.

Landlord shall join in any proceeding referred to in Section 1.3(c) if, in Tenant's reasonable opinion, the provisions of any law, ordinance or regulation in effect at the time shall require that such a proceeding be brought by and/or in the name of Landlord, in which event Landlord shall, upon written request and at no cost to Landlord, join in such proceedings or permit the same to be brought by Tenant in the Landlord's name and on the Landlord's behalf. The Landlord agrees to cooperate with the Tenant in connection with the foregoing including, without limitation, in the furnishing of such documents, information and other materials as Tenant shall reasonably deem necessary with respect to the foregoing tax abatement and/or protest. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses or any liabilities in connection with Landlord's participation at Tenant's request in any such proceedings relating to the Building or Premises, with the Tenant's obligations to pay all of same to be deemed additional Rents hereunder. In the event that a credit, refund or award is obtained by the Tenant, the Tenant shall receive out of such award payment of all costs and expenses incurred by the Tenant including, without limitation, professional, appraisal, consulting and legal fees incurred in obtaining such refund or award, provided the costs and expenses do not exceed the refund or award. Provided Tenant shall not be in default, Tenant shall be also entitled to the full amount of any refund of any Real Estate Taxes received by Landlord which shall have been paid by or on behalf of the Tenant or for Tenant's account or which shall have been paid by Landlord and previously reimbursed in full by Tenant. Any award attributable to a period straddling the end of the Lease Term shall be appropriately pro-rated.

1.4 Personal Property Taxes. Tenant shall pay all personal property taxes, including inventory taxes, levied or assessed relating to the personal property and trade fixtures on the Premises.

1.5 Accounting for Rents Received; Late Payment Charge. All payments received from Tenant shall be applied to the oldest outstanding charges first. Landlord may charge as a late payment charge two percent (2%) of any payment herein required to be paid by Tenant which is more than five (5) days late.

1.6 Security Deposit. On signing the Lease, Tenant shall deposit the Security Deposit with Landlord, as a security for the performance of all of Tenant's obligations under the Lease. Upon expiration of the Term hereof, Landlord shall (provided that Tenant is not in default under the terms hereof) return and pay back such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to cure any default by Tenant.

1.7 Surrender on Lease Termination. On expiration of the Term or sooner termination of the Lease, Tenant shall surrender the Premises to Landlord, broomclean, free of subtenancies, and in good condition and repair, reasonable wear and tear only excepted, and at Landlord's election expressed at the time the Lease terminates, shall remove improvements specified by Landlord which were installed by Tenant.

1.8 Repairs and Maintenance

A. Landlord's Obligations. During the Lease Term, Landlord shall be responsible at its expense for:

- (i) Maintenance and repairs to the Building's foundation and structural steel frame, poured concrete floors, steel roof decking and exterior masonry,
- (ii) Maintenance and repairs to the Building's brick skin and exterior cornice, including re-pointing bricks as necessary, but excluding graffiti removal, which shall be an operating expense paid by Tenant,
- (iii) Maintenance and repairs to the underground water, sewer and electrical lines from the point where they leave the Building to where they join the public utility,
- (iv) Maintenance and repairs to the Building's exterior caulking,
- (v) Maintenance and repairs to the Building's roof cap flashing,
- (vi) Maintenance and repairs to the exterior windows, including glazing between glass and sash and caulking between frame and masonry, replacements of failed seals in double glazing, but excluding maintenance and repairs to the open/close mechanism of windows and excluding broken glass replacement, and
- (vii) Maintenance and repairs to latent defects in the parking areas.

Provided, however that Tenant shall be responsible for any maintenance or repairs to the items above (a) attributable to damage caused by Tenant, its agents, employees and invitees or (b) to items installed by Tenant.

Except as provided in this Subsection A and Landlord's conditional obligation to with respect to capital repairs and replacements in Section 1.8D, Landlord shall not be required to pay for any services or facilities or to make or perform any maintenance, repairs or replacements in, to or about the Building or Premises. Tenant assumes the full and sole responsibility for all maintenance, repairs and replacements.

B. Tenant's Obligations. Commencing on the Lease Commencement Date and throughout the Term, including any renewals, Tenant shall, except for Landlord's Obligations specified in Subsection A, above, maintain the Building and Premises in good order, condition and repair consistent with industry standards for Class A properties in the Portland region, reasonable wear and tear and damage by fire, casualty, or condemnation excepted.

Without limiting the foregoing, Tenant shall be required to perform, or delegate to Landlord to perform at Tenant's expense:

- (i) Prompt snow and ice removal and control from all walkways (including adjacent public sidewalks to the Building and Premises), parking areas, and travel lanes, with particular attention to the area encumbered by the easement in favor of the owner of 161 Marginal Way property. Tenant shall not be prohibited from temporary storage of plowed snow on site, but any such storage shall occur in a location which does not unreasonably restrict visibility to vehicles circulating in the parking lot and travel lanes and does not create an unsafe condition at the Premises, the adjacent 161 Marginal Way property or adjacent public sidewalks.
- (ii) Seasonal sweeping of the parking area, and repainting of parking area striping as necessary.
- (iii) Maintenance of exterior lighting on the Premises.
- (iv) Maintenance of the dumpster in a clean and sanitary condition at all times, with no storage of refuse or garbage outside the dumpster.
- (v) Regular caulking of asphalt cracks and other repairs to the parking area as necessary to maintain the parking lot in first class condition.
- (vi) Regular filter changes and preventative maintenance to HVAC equipment at the Building, and repairs and replacements to the system as needed.
- (vii) Regular preventative maintenance to the elevator at the Building, and repairs and replacements to the system as needed.
- (viii) Regular inspections of the roof and roof membrane to remove build-up around roof drains and sharp objects on the roof, placement of appropriate mats for access to HVAC equipment, and patching and repairs to the membrane as needed to maintain a watertight roof and roof-flashing joint. For the benefit of the roof warranty, Tenant shall install no roof penetrations without Landlord's prior written consent.
- (ix) Regular maintenance and plant replacement as necessary for the landscaped areas of the Premises and the vegetated strip on the public right of way adjacent to the Marginal Way sidewalk.
- (x) Any required graffiti removal.
- (xi) Regular litter patrols for the exterior areas of the Premises.
- (xii) Exterior window washing on an appropriate schedule.
- (xiii) Required testing and if necessary repairs to the sprinkler system.

On a schedule reasonably satisfactory to Landlord, Tenant shall provide Landlord with copies of work orders relating to preventative maintenance and system testing at the Building.

C Delegated Tasks to Landlord; Selection of Contractors; Landlord's Management Fee. From the Lease Commencement Date, Tenant has delegated to Landlord the following Tenant obligations to be performed by Landlord at Tenant's expense:

- (i) Prompt snow and ice removal and control from all walkways (including adjacent public sidewalks to the Building and Premises), parking areas, and travel lanes, with particular attention to the easement area shared with the adjacent 161 Marginal Way property. Tenant shall not be prohibited from temporary storage of plowed snow on site, but any such storage shall occur in a location which does not unreasonably restrict visibility to vehicles circulating in the parking lot and travel lanes and does not create an unsafe condition at the Premises, the adjacent 161 Marginal Way property or adjacent public sidewalks.
- (ii) Seasonal sweeping of the parking area, and repainting of parking area striping as necessary.
- (iii) Maintenance of exterior lighting on the Premises.
- (iv) Regular caulking of asphalt cracks and other repairs to the parking area as necessary to maintain the parking lot in first class condition.
- (v) Regular maintenance and plant replacement as necessary for the landscaped areas of the Premises and the vegetated strip on the public right of way adjacent to the Marginal Way sidewalk.
- (vi) Any required graffiti removal.
- (vii) Regular litter patrols for the exterior areas of the Premises.
- (viii) Exterior window washing on an appropriate schedule.

Landlord shall prepare an estimated budget for expenses delegated to Landlord for each succeeding year, and Tenant shall pay such estimated expenses in equal monthly installments, without demand, notice or set-off on the first day of each month during each year of the Term. At the end of each year, Landlord shall provide to Tenant an accounting of such actual expenses for the Premises for the year; by April 1 following the end of each year, Landlord shall refund to Tenant by check or Tenant shall pay to Landlord by check the amount by which actual delegated expenses for the previous year or period were, respectively, under or over the budgeted delegated expenses paid by Tenant during the previous year. For those years in which the Term specified in this Lease covers less than a full year, Tenant's CAM expense shall be proportional to the duration of the Term during that year.

Landlord and Tenant shall consult on budgets, contractors, contracts and scope of work for the work which Tenant has elected to delegate to Landlord to be performed at Tenant's expense. Each of Landlord and Tenant may, upon 60 days written notice to the other party, elect to terminate Landlord's continuing involvement in Tenant's obligations delegated to Landlord in this Subparagraph (C); provided, however, that Tenant shall have no right to elect to terminate Landlord's self-help activities to perform Tenant's obligations at Tenant's expense after Tenant's failure to do so, as provided for elsewhere in this Lease.

All contractors providing services or materials at the Premises shall be reputable vendors reasonably satisfactory to Landlord and Tenant.

During the period of Landlord's performance of obligations at Tenant's expense and on Tenant's behalf, Landlord shall charge a management fee of \$649.00, paid monthly, or such other fee as Landlord and Tenant may agree upon.

D Capital Repairs and Replacements to HVAC, Roof Membrane and Elevator. With respect to capital repairs or replacement to the rooftop HVAC units, rubber roof membrane or elevator components, if the useful life of the repair or replacement extends beyond the then current Term and any exercised renewal periods, then the unamortized cost of such repair or replacement shall, unless Tenant is in default, be refunded to Tenant on the last day of Tenant's Term of occupancy. The amortization calculation shall be based on the cost and useful life of the capital repair or replacement, and calculated based on an interest rate equal to the yield on ten year Treasury securities at the time of the repair or replacement.

E Warranties. Landlord shall assign to Tenant or prosecute on Tenants' behalf, at no cost to Landlord, all Landlord's rights under construction contracts and subcontracts relating to design and construction of the Building and Premises and warranties arising therefrom.

F Landlord's Inspections, Repairs, and Access. Tenant shall permit Landlord and/or Landlord's authorized representatives to enter the Building and Premises at all reasonable times for the purpose of inspecting the same, making repairs required of Landlord under the Lease

Landlord may also enter at all reasonable times to make or supervise, on Tenant's behalf, any necessary material repairs to the Building and Premises, and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any Governmental Authorities, or that may be necessary to prevent waste or deterioration in connection with the Building or Premises which Tenant is obligated to perform but has failed to make or prevent. Landlord shall not utilize such right to repair unless and until the Tenant fails to complete the repair within sixty (60) days after written notice from the Landlord, or such shorter period that may be necessary to prevent waste to the Building or Premises or to address an unsafe condition, except in the case of emergency. In the event the repair is of such a nature that it cannot be completed within the sixty (60) day period, the Tenant shall have such additional time as is reasonably necessary to complete such repair provided the Tenant commences the repair within the sixty (60) day period and diligently prosecutes the repair to completion thereafter. Nothing in this Lease shall imply any duty or obligation upon the part of Landlord to do any such work not expressly required of Landlord under the Lease or to make any alterations, additions or improvements of any kind whatsoever to the Premises or Building, or to perform any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any Governmental Authorities. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord's entry and exercise of its rights hereunder shall not constitute an eviction or disturbance of Tenant's use or possession and Landlord shall not be liable in any manner to Tenant.

#### TENANT'S RIGHTS AND OBLIGATIONS

So long as Tenant pays the Rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Premises without hindrance by or from Landlord or anyone claiming by, through or under Landlord.

2.1 Use. Tenant shall use the Premises only as a fitness center. Notwithstanding the limitation of use to a fitness center, Landlord agrees that, upon Landlord's prior written consent, which shall not unreasonably be withheld, Tenant may use the Premises for any other lawful purpose. Landlord's reasonable review of Tenant's request shall consider similar factors to those provided by example in Section 2.5, relating to subletting or assignment.

2.2 Compliance with laws. Tenant shall comply with any law, ordinance and regulation, federal, state, county or municipal, now or hereafter in force, applicable to the Building or Premises relating to use or occupancy thereof. Tenant shall secure all necessary licenses and permits for the conduct of Tenant's business at its own expense.

2.3 Intentionally Deleted.

2.4 No waste. Throughout the Term, Tenant shall keep the Premises, and the appliances, improvements and fixtures therein, including but not limited to all glass, lighting fixtures and lamping, in good order and repair and in clean, safe, and sanitary conditions, reasonable wear and tear only excepted, subject to damage by fire, taking and insured casualty. All injury or damage to the Building or the Premises caused by Tenant or its agents, employees and invitees shall be repaired or replaced with materials of the same quality.

2.5 No Assignment or Subletting. Tenant shall not sublet, pledge, encumber or assign this Lease without the prior written consent of Landlord on each occasion, which consent shall not unreasonably be withheld; any breach of this provision shall be null and void. Notwithstanding the immediately preceding prohibition against sublet without the prior written consent of Landlord, Tenant may, upon prior notice to Landlord but without requiring Landlord's prior consent, sublet portions of the Premises to subcontractors providing fitness related services or to organizations requiring fitness related space, so long as in each case as the Premises remains primarily under the control of Tenant and so long as such sublet expressly provides that subtenants shall be subject to the terms and conditions of the Lease.

Except to a successor fitness business of Tenant or to an acquirer of Tenant's fitness business, (in either of which cases this provision shall not apply), for a period of thirty days following receipt by Landlord of a request for the written consent to a subletting or assignment relating to all or substantially all of the Building, Landlord shall have the right, exercisable by sending written notice to Tenant, to sublet or assign the entire Building to another tenant upon such terms as Landlord shall determine. In the event Landlord waives its right or the thirty days expire, Tenant may sublet or assign such space upon the prior written consent of Landlord.

Landlord's consent to a sublet or assignment shall be deemed reasonably withheld if, without limitation, (i) the proposed assignment, sublease or other transfer would be for the conduct of a business which is not in keeping with the quality standards for the Building, or (ii) Tenant's proposed assignee, sublessee or other transferee is not, in Landlord's reasonable judgment, financially creditworthy, or (iii) Tenant is in default under this Lease, or (iv) Tenant's proposed assignee, sublessee or other transferee has failed or refused to agree to perform and observe all the terms, provisions, conditions and covenants of this Lease, or (v) Tenant's proposed assignee, sublessee or other transferee would burden the



Building or Premises to a greater extent than does Tenant or would require more or additional services, or (vi) use by the proposed assignee, sublessee or other transferee would require structural changes to the Building or the Premises, or (vii) Tenant's proposed assignee, sublessee or other transferee is a governmental agency.

2.6 Restrictions. Tenant covenants and agrees as follows, not to:

- (i) Injure or deface the Premises or Building.
- (ii) Place a load upon the ground floor of the Building in excess of 100 pounds or the second floor of the Building in excess of 80 pounds live load per square foot or in violation of what is allowed by law.
- (iii) Intentionally deleted.
- (iv) permit loud or live music to be played in or about the Premises, or permit loud noises, or offensive odors, if the music, noise or odor unreasonably interferes with the quiet and peaceful use and possession of neighboring buildings, without the written consent of Landlord, which consent may be withheld for any reason. Tenant shall place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration.
- (v) Permit any person or firm not directly affiliated with Tenant to maintain a business location or a mailing address in, on or about the Premises; provided, however, that Tenant may enter into agreements with independent contractors operating out of the Premises who provide services customary or appropriate for a fitness center so long as in each case as the Premises remains primarily under the control of Tenant and so long as such users are expressly subject to the terms and conditions of the Lease.
- (vi) Permit the use of the Premises for any purpose other than set forth herein or put them to a use which would render any insurance related to the Premises void or cause cancellation thereof or which may require any alterations to the Premises.
- (vii) intentionally deleted.
- (viii) Receive, handle, use, store, treat, ship or dispose on, at, under or about the Premises or release therefrom any Hazardous Substance; provided, however, that Tenant may use and store in compliance with all applicable rules and regulation reasonable quantities of Hazardous Substances typically used in a fitness related business. Tenant shall defend and save Landlord harmless from any and all losses, claims, liabilities, judgments, damages (including exemplary or punitive), penalties, expenditures, costs and legal or other expenses which Landlord may suffer or incur as a direct or indirect result of Tenant's receipt, handling, use, storage, treatment, shipment or release or disposal on, at, under or about the Premises or release therefrom of any Hazardous Substance. "Hazardous Substance" for purposes of the Lease shall mean any material, the generation, storage, handling or disposal of which is regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. or by the Maine Uncontrolled Hazardous Substance Sites Act, 38 M.R.S.A. Section 1361 et seq., as either may be amended or extended from time to time.

## LANDLORD'S RIGHTS AND OBLIGATIONS

3.1 Finishes. Landlord shall deliver the Premises in as is condition, without any express or implied warranties other than those set forth herein. Tenant acknowledges that Tenant has inspected the Building and Premises, found them to be in satisfactory condition and repair and agrees to accept the Premises in "as-is" condition.

3.2 Services. So long as Tenant is not in default under any of the provisions of this Lease, Landlord shall furnish the following services:

- None, except those specified in Subsection 1.8 A ("Landlord's Obligations") and other services which have been delegated by Tenant to Landlord, for which Landlord shall be reimbursed by Tenant.

Landlord shall not be liable to anyone for incidental or consequential damages for failure or interruption of the services described in the Lease due to accident, making repairs, alterations or improvements, labor difficulties, inability to obtain fuel, electricity, service or supplies from sources from which they are usually obtained for the Building and Premises, or any cause beyond the reasonable control of Landlord. No such failure or interruption shall be construed as an eviction of Tenant, nor work an abatement of any of the Rents, nor relieve Tenant from Tenant's obligations under this Lease.

3.3 Reserved Rights. Landlord reserves the right to:

(i) approve the installation and maintenance of sign or signs on the exterior of the Building. All Tenant signage will be subject to the reasonable approval of Landlord and be installed and maintained in accordance with all applicable ordinances, laws and regulations.

(ii) intentionally deleted.

(iii) restrict and control in a reasonable manner all sources from which Tenant may obtain maintenance services for the Premises or the Building. Landlord's judgment in such matters shall include (i) workmanlike and appropriate maintenance of the Building and Premises, (i) coordination as necessary with the services provided to adjacent buildings, and (iii) minimizing inappropriate or disruptive activities by service providers.

(iv) if Tenant has already vacated the Premises, decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy during the last ninety (90) days of the Term, without affecting Tenant's obligation to pay Rents.

(v) retain and use in emergency instances keys to all doors within and into the Premises. No lock shall be changed by Tenant without the prior written consent of Landlord. Tenant may, however, install a security system at the Premises and Tenant need not provide system access codes to Landlord.

(vi) enter the Premises at reasonable times on advance oral notice to Tenant (except in an emergency) (1) to examine, and inspect the Building, and (2) to show the Premises to prospective purchasers and mortgagees, and to show the Premises to prospective tenants during the nine months preceding the expiration of this Lease. Landlord may enter upon the Premises and exercise any and all of Landlord's rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant, but shall make reasonable efforts to avoid unreasonably interfering with Tenant's operation of its business.

(vii) promulgate from time to time and enforce reasonable rules and regulations for the use and the occupancy of the Building and Premises which Tenant hereby agrees to comply with.

#### ALTERATIONS; EQUIPMENT; PERSONAL PROPERTY

4.1 Initial Improvements. Landlord has preliminarily reviewed Tenant draft plans for initial improvements to the Premises, entitled "INTERIOR FIT-UP; 135 MARGINAL WAY," (Issued for Revision 09/14/05), prepared by CWS Architects. Prior to commencement of any work at the Premises, Tenant shall submit a final set of plans for initial improvements (the "Initial Improvements") for Landlord's review and written approval, which submission shall include a listing of what contractor is responsible for each component of the proposed initial improvements (or specifying work to be performed directly by Tenant, subject to Landlord's written approval). Upon Landlord's written approval of Tenant's final plans for initial improvements, Tenant may proceed with the work specified in such final plans, but must secure Landlord's prior written approval before making any alterations to such approved plans.

4.2 Alterations during the Term. Tenant shall not make any alterations or additions to the Building, including but not limited to any work on the exterior of the Building or the Premises, any holes in any interior portions of the Building which have been provided to Tenant by Landlord on Lease commencement (the "as is" condition of the Building), any roof penetration, any alterations to the HVAC, electrical, plumbing, sprinkler or elevator systems, any wall or permanent floor alterations or additions, ("Subsequent Alterations"), without on each occasion obtaining the prior written approval of Landlord.

4.3 Tenant's Obligations. For all Initial Improvements and Subsequent Alterations, Tenant shall:

- (a) pay all costs relating to the work performed,
- (b) be responsible for securing all required permits and approvals in advance of performing any work,
- (c) perform all work in a workmanlike manner,
- (d) provide Landlord with copies of permits and approvals and as-built drawings,
- (e) Provide proof of insurance satisfactory to Landlord for all parties performing work at the Premises, and
- (f) Allow Landlord at all times to enter the Premises and inspect Tenant's work for compliance with approved plans and completion in a workmanlike manner, taking reasonable steps not to interfere with Tenant's work.

4.4 Landlord's Cooperation. Landlord covenants and agrees that Landlord will from time to time upon Tenant's reasonable request and at the Tenant's sole cost as additional rent join with Tenant in all applications, petitions and proceedings required for Tenant or the Subtenant to secure all permits, consents and approvals for the construction and operation of the Initial Improvements and Subsequent Alterations from Governmental Authorities provided that the same shall be at no cost to Landlord and shall not place or consent to any lien or restriction that would adversely affect Landlord's fee interest in the Property, as determined by Landlord in the exercise of its reasonable judgment.

4.5 Title to Improvements; Removal at End of Term. Until the expiration or sooner termination of this Lease, title to the improvements made by Tenant shall vest in Tenant. Upon the expiration or sooner termination of this Lease, Tenant's title to the Improvements shall automatically terminate and absolute and unconditional title to and ownership of the Improvements shall automatically vest in Landlord free and clear of all interests of Tenant and without any payment therefor and Landlord's title thereto shall be unlimited; notwithstanding this provision as to title and ownership, Tenant shall remain obligated, upon the expiration or earlier termination of this Lease, at Landlord's election at the time of Lease termination, to remove improvements specified by Landlord which were installed by Tenant.

4.6 Equipment and Movable Trade Fixtures. Tenant may install equipment and movable trade fixtures necessary to carry on its business on the Premises. All such equipment and movable trade fixtures shall remain the personal property of Tenant, and shall be removed by Tenant at any time before the end of the Term, and Tenant shall promptly repair at its own expense any damage to the Premises by reason of such removal. Landlord shall agree to subordinate any interest in such equipment and trade fixtures to the interest of any secured lender of Tenant and to allow such lender to repossess such equipment and trade fixtures, in either case so long as such agreement does not alter terms and conditions, including time frames provided for in the Lease and so long as Landlord is indemnified by Lender for any activities by Lender or its agents at the Building. Unless Tenant and Landlord have otherwise previously agreed, any personal property of Tenant left in the Premises after the Lease term shall be deemed abandoned, and Landlord may have such personal property removed and disposed of in Tenant's name and at Tenant's expense.

#### LIENS

5.1 Tenant shall not permit any mechanic's, laborer's or materialman's lien, or any other lien or encumbrance which constitutes a lien, encumbrance or charge upon the Building or Premises. Tenant covenants and agrees to indemnify and hold harmless Landlord for any and all charges, expenses, claims and liens of any nature (including payment of reasonable attorney's fees to enforce this provision) and any and all liability arising out of or in connection with any improvements, changes, or additions made by or on behalf of Tenant, or any lien arising thereby

#### INSURANCE; INDEMNIFICATION; CASUALTY; DAMAGE

6.1A Tenant's Insurance. Throughout the Term, Tenant shall, for the mutual benefit of Landlord, Tenant, and Landlord's mortgagee, if any,

- (a) Maintain comprehensive general liability insurance (with broadened liability endorsement) with a combined limit of not less than \$2,000,000
- (b) Keep the contents of the Premises insured against loss or damage by fire and any of the casualties included in special form insurance coverage in an amount not less than the full insurable value thereof.

- (c) Keep all improvements installed by Tenant (whether personal property or whether fixtures, alterations, installations or additions made a part of the Building, regardless of whether such fixtures, alterations, installations or additions may or must be removed by Tenant at the end of the Lease Term) insured against loss or damage by fire and any of the casualties included in special form insurance coverage in an amount not less than the full insurable value thereof.
- (d) Maintain 9 months business interruption insurance to insure against loss of revenue during the period of any repairs to the Building or Premises after a casualty loss.

6.1B Landlord's Insurance. Throughout the Term, Landlord shall, at Tenant's expense for the mutual benefit of Landlord, Tenant, and Landlord's mortgagee, if any, keep (i) the Building shell (as provided to Landlord in "as is" condition on the Lease Commencement Date and (ii) all improvements on the Premises provided by Landlord at Lease Commencement insured at its expense for the then full insurable value thereof for the benefit of Landlord, Landlord's mortgagee, if any, and Tenant, as their respective interests may appear, against all risks covered in special form insurance coverage, including but not limited to :

- (1) loss or damage by fire, wind, hail, earthquake, slowly rising waters such other risks as may be included in the standard form of extended coverage insurance from time to time available;
- 2) loss or damage from leakage of sprinkler systems, gas lines, water lines sewer lines and/or other plumbing systems now or afterwards installed in the Premises, in such amounts as Landlord may reasonably require;
- (3) loss or damage by explosion of high pressure steam boilers, air conditioning equipment pressure vessels, motors, gas lines or similar apparatus now or afterwards installed in the Premises in such limits with respect to any one accident as may reasonably be required by Landlord from time to time;
- (4) loss of rents insurance for 12 months;
- (5) terrorism coverage, if required by mortgagee, if any, or if customarily maintained in buildings of similar construction, use and class in the area in which the Premises are located.; and
- (6) such other hazards and in such amounts as Landlord may reasonably require, provided that such insurance is then customarily maintained in buildings of similar construction, use and class in the area in which the Premises are located.

6.1C All insurance policies shall be placed with recognized insurers qualified to do business in the State of Maine, shall name Tenant, Landlord and Landlord's managing agent, if any, as insureds as their respective interests may appear, shall contain such language as appropriate to avoid the effect of the co-insurance provisions of such policies, and shall contain an agreement by the insurers that such policies shall not be cancelled without at least ten (10) days prior written notice to Landlord and Landlord's mortgagee, if any. Landlord shall be provided with copies of all Tenant policies before the Occupancy Date and throughout the Term, including any renewals before any such policy shall expire.

6.2 Release. Landlord and Tenant each hereby release each other from liability for damage to property of the other to the extent of insurance required to be maintained hereunder occurring at the Premises or the Building, or in any manner

growing out of or connected with Tenant's or Landlord's use and occupation of the Premises and Building, or the condition thereof, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees.

6.3 Indemnification. Except as set forth in Section 6.2, Tenant covenants and agrees forever to save and hold Landlord and its managing agent harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the Premises caused by the negligence, or willful act or omission of Tenant, or its agents, employees, invitees or guests, and/or resulting from Tenant's failure to observe or comply with any of Tenant's obligations undertaken in this Lease; including without limitation all costs of defending against such claims and in enforcing this indemnity provision, including reasonable attorneys' fees for such purposes. The minimum insurance limits above shall not be deemed to limit or restrict in any way Tenant's liability ensuing under or out of this Lease.

6.4 Casualty. If the Premises or the Building or any substantial part of either shall be damaged by fire or other casualty, rendering either untenable in whole or in substantial part, then this Lease shall terminate at the election of Landlord. If Landlord shall elect not to terminate this Lease then Landlord shall cause the Premises or the Building to be restored to substantially the same "as is" condition as the Premises and Building were provided to Tenant on the Lease Commencement Date, and during such period the Rents shall be reduced in proportion to the extent the Premises are rendered untenable; provided, however, that Landlord's obligation to restore the Premises or the Building to substantially the same "as is" condition as the Premises and Building were provided to Tenant on the Lease Commencement Date shall be limited to the amount of net proceeds from any insurance policy or policies. During Landlord's repairs or rebuilding, Landlord agrees to allow Tenant's contractors working on repairs or rebuilding of Tenant's improvements to work along side Landlord's contractors so long as Tenant's contractors do not interfere with Landlord's work. Notwithstanding the above, if Landlord shall not have returned the Premises to substantially the same "as is" condition as prior to the casualty within 270 days of the casualty, then Tenant shall have the right to terminate the Lease on 7 days advance notice to Landlord, unless the Premises shall be returned to substantially the same "as is" condition as prior to the casualty within such 7 day period.

Notwithstanding the provision allowing Landlord to elect to terminate the Lease after a total or substantial casualty loss, Landlord and Tenant agree that

- (i) if Tenant is not then in default, and
- (ii) if Landlord intends to use the available insurance proceeds to repair or re-build substantially the same Building and Premises after a casualty as was delivered to Tenant on the Lease Commencement Date, and
- (iii) if less than five years would remain on the Lease Term after the date of Substantial Completion of rebuilding or repair by Landlord, and Tenant agrees to enter into an amendment to extend the Lease for five years from the date of Substantial Completion, and

- (iv) if the Substantial Completion date is more than 270 days after the date of the casualty loss, and Tenant agrees to waive its right to terminate the Lease if Substantial Completion of re-building or repair by Landlord does not occur within such 270 days,

then, Landlord may not elect to terminate the Lease, and shall diligently pursue repairs or rebuilding of the Building and Shell to substantially the same "as is" condition as the Premises and Building were provided to Tenant on the Lease Commencement Date with available insurance proceeds for Tenant's continued occupancy under this Lease, and during such period the Rents shall be reduced in proportion to the extent the Premises are rendered untenable.

In the event that, after a casualty and rebuilding, the Lease is amended to extend the Lease for five years from the date of Substantial Completion, then Landlord and Tenant further agree that:

- (i) after the end of the five year extension to the Term arising out of rebuilding, Tenant shall continue to have five year renewal Terms thereafter on the terms and conditions contained in Rider 1 ("Renewal"), except that there shall be option to renew and extend for a Term commencing after 12/31/2035 (but any five year extension to the Term in effect as of 12/31/2035 shall continue after such date); and
- (ii) the Base Rent as of any given date during the five year extension to the Term arising out of rebuilding and as of any given date during any subsequent renewals shall be the Base Rent specified for such date in Rider 1 ("Renewal"); and
- (iii) as a result of subsection (ii) immediately above, changes in Base Rent may occur part way through a renewal period; and
- (iv) in the event the extended term or final renewal Term continues past 12/31/2035, there shall be an adjustment to Base Rent on 1/1/2036 equal to ninety five percent (95%) of percentage increase in the Boston CPI-U between the months of September, 2005 and September, 2035, but in no event shall the annual Base Rent be less than the annual Base Rent in effect immediately prior to such increase.

6.5 Condemnation. If the Premises or the Building or any substantial part of either shall be taken by the exercise of the right of eminent domain then this Lease shall terminate at the election of Landlord. If Landlord shall elect not to terminate this Lease and a substantial portion of the Building or Premises is taken, significantly impacting the operation of Tenant's business, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord. If neither party terminates, Landlord shall restore the Building shell, parking lot and walkways to proper condition for use and occupation and during such period the Rents shall be reduced in proportion to the extent the Premises are rendered untenable; provided, however that Landlord's obligation to restore the Building shell, parking lot and walkways to substantially the same "as is" condition as the Premises and Building were provided to Tenant on the Lease Commencement Date shall be limited to the amount of net proceeds from the receipts of the condemnation. Notwithstanding the above, if Landlord shall not have returned the Building and Premises to substantially the same condition as the Premises and Building were provided to Tenant on the Lease Commencement Date within 270 days of the condemnation, then Tenant shall have the right to terminate the Lease on 7 days advance notice to Landlord, unless the

Premises shall be returned to substantially the same condition as the Premises and Building were provided to Tenant on the Lease Commencement Date within such 7 day period.

Notwithstanding the provision allowing Landlord to elect to terminate the Lease after condemnation of all or a substantial part of the Building or Premises, Landlord and Tenant agree that

- (v) if Tenant is not then in default, and
- (vi) if Landlord intends to use the available condemnation proceeds to restore the Building and Premises to substantially the same condition as the Premises and Building were provided to Tenant on the Lease Commencement Date, and
- (vii) if less than five years would remain on the Lease Term after the date of Substantial Completion of restoration by Landlord, Tenant agrees to enter into an amendment to extend the Lease for five years from the date of Substantial Completion, using the methodology specified in the casualty provision above.
- (viii) if the Substantial Completion date is more than 270 days after the date of the condemnation, Tenant agrees to waive its right to terminate the Lease if Substantial Completion does not occur within such 270 days,

then Landlord may not elect to terminate the Lease, and shall diligently pursue restoration with available condemnation proceeds for Tenant's continued occupancy under this Lease, and during such period the Rents shall be reduced in proportion to the extent the Premises are rendered untenable.

Landlord hereby reserves and Tenant hereby assigns to Landlord, all rights to recovery for damages to the Premises or the Building to the degree of "as-is" completion at the date of Lease execution and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of any taking or condemnation. Tenant reserves and Landlord hereby assigns to Tenant all rights of recover for damages to the improvements to the Building to be completed at Tenant's expense after the date of Lease execution. Nothing contained herein shall be deemed or construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

6.6 Liability For Damage to Personal Property and Person. All personal property of Tenant, its employees, agents and invitees at the Premises or Building shall be and remain at their sole risk. Landlord shall not be liable for any damage to or loss of such personal property arising from any willful or negligent act or omission of any person, or from any cause other than any damage or loss resulting directly from the gross negligence or willful misconduct of Landlord or its agents. Landlord shall not be liable for any interruption or loss to Tenant's business, and shall not be liable for any personal injury to Tenant, its employees, agents, or invitees, arising from the use, occupancy and condition of the Premises or Building other than from the gross negligence or willful misconduct of Landlord. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any loss or damage to personal property, or injury to person, whether or not the result of Landlord's negligence, to the extent that Tenant is compensated therefor by Tenant's insurance.



## DEFAULT AND REMEDIES

7.1 Tenant's Default. It shall be an event of default if:

(i) Tenant shall fail to pay any installment of any Rents within five (5) calendar days after written demand, provided that no such demand shall be required if at least two such demands have been given within twelve months of the due date of the most recent unpaid installment of Rents,

(ii) Tenant shall default in the faithful observance or performance of any other covenant to be performed or observed by Tenant under this Lease for ten (10) or more calendar days after Landlord shall give to Tenant notice of such default and a demand to cure the same,

(iii) the Premises shall be abandoned or vacated by Tenant, or the estate hereby created shall be taken by process of law, or

(iv) there shall be filed by or against Tenant a petition under any Chapter or Chapters of the Bankruptcy Code of the United States or any other insolvency proceeding relating to the debts of Tenant shall be brought by or against Tenant, and any such proceeding is not dismissed within sixty (60) days, or Tenant shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay its debts as they mature or a receiver shall be appointed for Tenant or any substantial part of its property.

Notwithstanding the provisions of paragraph (i), subject to the provisions of Section 5.1, Tenant shall have the right to contest invoices from third party vendors in good faith and by an appropriate proceeding diligently pursued, even if the underlying charges would be considered "Rents" under this Lease.

7.2 Remedies. Upon Tenant's default, Landlord may:

(1) terminate the Lease by written notice to Tenant;

(2) re-enter and repossess any or all of the Premises;

(3) declare the entire balance of the Rents for the remainder of the Term to be due and payable immediately, and collect such balance in any lawful manner (accelerated payments hereunder shall constitute payment of Rents in advance and not a penalty or forfeiture or liquidated damages); in the event of Landlord's collection of the entire balance of the Rents in advance, Tenant shall be entitled to reimbursement from Landlord, up to the full amount of the acceleration amount paid by Tenant and or any guarantor, of the net receipts of Landlord from re-leasing the Building over the remainder of the Term for which accelerated Rents were paid by Tenant, which are in excess of the acceleration amount received by Landlord, less a reduction in such acceleration amount received by Landlord for costs incurred by Landlord in pursuing its remedies against Tenant and Landlord's costs of re-leasing the Building.

(4) relet all or a portion of the Premises for all or a portion of the Term either in Landlord's own name or as agent for Tenant and collect and receive the rents therefor;

(5) collect Rents directly from any subtenant or assignee; or

(6) pursue any combination of such remedies and/or any other right or remedy available to Landlord on account of such event of default under this Lease or at law or in equity.

In the event of reletting, Tenant shall have no right to any surplus which may be derived by Landlord from any such reletting. Tenant hereby grants Landlord the right, after Tenant's default, to relet on such terms and conditions as are acceptable to Landlord in its reasonable discretion (including offering concessions or incentives such as free rent or tenant fit-up), and Tenant acknowledges that its obligation under the Lease shall not be diminished by any such reasonable concessions or incentives in the form of free rent or otherwise either offered or refused to be offered by Landlord. Anything in this Lease or applicable law to the contrary notwithstanding, upon Tenant's default Landlord shall not have any duty or obligation to relet any or all of the Premises in lieu of other vacant space in Landlord's inventory, or any liability to Tenant or any other person for any failure to Lease the Premises or to collect any rent or other sum due from any such reletting. In the event that Rents have not been accelerated pursuant to (3) immediately above, upon reletting Tenant shall pay to Landlord (i) the installments of Rents accruing during the remaining Term, had this Lease not been terminated, less any monies received by Landlord with respect to such remainder from such reletting of any or all of the Premises, (ii) the cost to Landlord of any such reletting (including, without limitation, any attorneys' fees, leasing or brokerage commissions, repair or improvement expenses and any other expenses in connection with such reletting), and (iii) any other sums for which the Tenant is liable under the Lease.

Nothing herein contained shall limit or prejudice Landlord's right to prove for and obtain as damages, by reason of such termination, an amount equal to the maximum allowed by law.

On the occurrence of an event of default, Tenant shall, immediately on its receipt of a written demand therefor from Landlord, reimburse Landlord for (a) all expenses (including, without limitation, any and all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by Landlord (i) in curing or seeking to cure any event of default and/or (ii) in exercising or seeking to exercise any of the Landlord's rights and remedies under the provisions of this Lease or in law or equity on account of any event of default, and/or (iii) otherwise arising out of any event of default, plus (b) interest on all such expenses at 15%, all of which expenses and interest shall be additional Rents and shall be payable by the Tenant immediately on demand therefor by the Landlord.

Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, and except as is herein otherwise provided, Tenant, for itself and all persons claiming through or under Tenant (including any leasehold mortgagee or other creditors), also waives any and all right of redemption or re-entry or repossession in case Tenant is dispossessed by a judgment or warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. The terms "enter," "re-enter," "entry," or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

7.3 Landlord's Right to Cure. If Tenant defaults in making any payment or in doing any act required by this Lease, Landlord may, but shall not be required to make such payment or do such act, and the amount of the expense thereof, with interest thereon at the annual rate of fifteen percent (15%) from the date paid by Landlord, shall be payable with the next monthly installment of Rents. Landlord's payment in such case shall not be deemed to cure the default.

## MORTGAGE LENDER ISSUES

8.1 Subordination; Attornment. Landlord may at any time assign, encumber, pledge or hypothecate this Lease, which shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Building or the Premises, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Premises under the terms and conditions of this Lease. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, promptly execute and deliver such further instruments subordinating this Lease and Tenant's interests herein to the lien of any such mortgages as may be desired by the mortgagee, consistent with such mortgage holders non-disturbance obligation to Tenant, and provided that such instruments do not materially change Tenant's obligations under the Lease. If required by the mortgagee, Tenant shall agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord (which notice may be given simultaneously with Tenant's notice of default to Landlord and which opportunity to cure shall not exceed the period granted to Landlord under this Lease, and not to amend, modify or cancel this Lease without mortgagee's written consent, and Tenant agrees to recognize such holder or any other person acquiring title to the Premises as having the rights of Landlord and to attorn to said holder or other person if requested.

8.2 Estoppel Certificates. Tenant and Landlord agree, at any time and from time to time, upon at least five (5) days prior written notice, to execute, acknowledge and deliver to Landlord or its mortgagee or to Tenant, as the case may be, a statement in writing (i) certifying that this Lease has been unmodified since its execution and is in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (ii) stating the dates, if any, to which the Rents hereunder have been paid by Tenant, (iii) stating whether or not, to the knowledge of Tenant or Landlord, there are then existing any defaults under this Lease (and, if so, specifying the same), and (iv) stating the address to which notices to Tenant or Landlord should be sent. Any such statement delivered pursuant hereto may be relied upon by Tenant, Landlord or any prospective purchaser or mortgagee of the Premises or any part thereof or estate therein.

8.3 Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the Rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage of the Premises, Tenant agrees: (i) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and (ii) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or the taking of possession of the Premises.

## LIMITATION ON LIABILITY

9.1 Notwithstanding any other provisions of this Lease, Tenant agrees to look solely to Landlord's interest in the Premises and any applicable insurance coverage of Landlord for recovery of any judgment from Landlord; it being agreed that Landlord is not personally liable for, and its other assets are not subject to, any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or its successors, or any other action not involving the personal liability of Landlord.

## MISCELLANEOUS PROVISIONS

10.1 Joint Liability. 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.

10.2 Non-Liability of Landlord's Agent. Tenant agrees that Landlord's property manager (currently Fore River Management Company) is serving solely as Landlord's agent and shall not in any event be liable to Tenant for the fulfillment or non-fulfillment of any of the terms or conditions of this Lease or for any actions or proceedings that may be taken by Landlord against Tenant or by Tenant against Landlord.

10.3 Memorandum of Lease. Landlord and Tenant agree that this Lease shall not be recordable. If Tenant desires, Landlord and Tenant shall enter into a Memorandum of Lease in recordable form, setting forth such terms as are necessary under the laws of Maine providing for the recording of memoranda of leases.

9.4 Holdover. (a) Any holdover by Tenant beyond the end of the Term provided for elsewhere in the Lease shall be automatically deemed to be a renewal election made by Tenant and accepted by Landlord for a renewal term (and not a tenancy at will) of one month, unless Landlord shall have previously notified Tenant that the Lease shall terminate at the end of the Term otherwise specified under the Lease, in which case the Lease shall so terminate. During any renewal pursuant to this section, Rents shall be increased on the Commencement Date anniversary by the most recently reported year to year changes in the Boston CPI-W as provided in the Lease, and other terms and conditions of the Lease shall apply.

Upon the commencement of any one month renewal term pursuant to this subsection, Landlord and Tenant shall be deemed to have agreed to additional consecutive one month renewal terms until either party shall terminate the Lease on a minimum of 30 and a maximum of 60 days advance notice given at any time to the other party, (which termination date need not be at the end of a one month renewal term).

(b) Unauthorized Holdover. In the event that Tenant (or any subtenant or other person occupying all or part of the Premises) fails to quit the Premises immediately upon the effective date of termination of the Lease, Tenant hereby

covenants to save and hold Landlord harmless against all direct or reasonably foreseeable consequential damages, costs or losses suffered by Landlord arising out of such failure to quit, including without limitation, all costs associated with Landlord's regaining of possession of the Premises, all costs, liability or loss of rents arising out of Landlord's inability or delay in commencing renovations or delivering the Premises to a new tenant, and Landlord's reasonable attorney's fees arising out of such failure to quit or in enforcing this indemnity provision.

10.5 Invalidity. 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.

10.6 No Waivers. No acceptance by Landlord of a lesser sum than of the Rents then due shall be deemed to be other than on account of the earliest installment of such Rents due, nor shall any endorsement or statement on any check or any letters accompanying any check or payment as Rents be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

No failure to act by either party shall be deemed to be a waiver by said party of any of its rights hereunder, and no waiver or consent by either party shall be deemed a waiver of such provision or of a subsequent breach or consent to the same or any other provision. Any and all rights and remedies which either party may have at law or in equity upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

10.7 Leasing Brokers. Landlord warrants and represents to Tenant that it has dealt with no brokers in connection with this Lease other than Commercial Properties, Inc whose fee shall be paid by the Landlord pursuant to the separate agreement between Landlord and said Broker. Tenant warrants and represents to Landlord that it has dealt with no brokers in connection with this Lease other than The Boulos Company, which will be paid by Commercial Properties 50% of the fee due from Landlord to Commercial Properties, Inc. in connection with this Lease. Neither party has entered into any other fee agreements relating to this Lease. Except as specified above, each party shall defend, indemnify and hold harmless the other party from and against all commissions, fees and expenses, and all claims therefor, in connection with this Lease of, or by, any broker alleging he, she or it has dealt with the indemnitor party, including without limitation, reasonable attorney's fees.

10.7 Entire Agreement. No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or cancelled except by writing subscribed by all parties. Landlord and Tenant agree that the provisions of Riders 1 & 2 attached hereto are incorporated herein and form a part hereof.

10.8 Governing Law; Waiver of Jury Trial. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine. Landlord and Tenant have mutually agreed that they have waived trial by jury in any proceeding brought by either party against the other arising out of this Lease.

10.9 Headings. Headings and sub-headings are for convenience only, and shall not be considered a part of this Lease.

10.10 Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by overnight mail, by hand delivery, or by certified mail or registered mail, return receipt requested, postage prepaid. Any such notice or communication shall be effective, in the case of overnight mail, one business day after said notice is deposited with the overnight carrier, in the case of hand delivery, upon acceptance at the office of Landlord or Tenant, and in the case of mailing, three calendar days after said notice is deposited in the United States mail as aforesaid. If intended for Landlord, the same shall be mailed to Landlord at:

Five Liver Company  
5 Milk Street  
P.O. Box 7525  
Portland, Maine 04112

or at such other address as Landlord may hereafter designate by notice to Tenant. If intended for Tenant, the same shall be mailed to Tenant at:

Whitco Properties, Inc. d/b/a Planet Fitness  
25 Thomas Drive  
Westbrook, ME 04092

or at such other address or addresses as Tenant may hereafter designate by notice to Landlord.

10.11 Consent. Whenever in this Lease, a party may take action only with the consent or approval of the other party, the other party may not, unless expressly stated, withhold, delay, or condition that consent unreasonably.

10.12 Attorney's Fees. In any action brought by either party to enforce any obligation, covenant or agreement of this Lease, the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, in such action.

IN WITNESS WHEREOF, the said Landlord has executed this Lease in its name and sealed with its seal by its officer hereunto duly authorized the said Tenant has executed this Lease in its name and sealed with its seal all on the day and year first above written.

SIGNED, SEALED and DELIVERED

In the Presence of:

FIVE LIVER COMPANY

Carl Douglas

By: Peter W. Quason  
Its: PETER W. QUASON  
U.P.

WHITCO PROPERTIES, INC. D/B/A  
PLANET FITNESS

Carl Douglas

By: Will D. Velt  
Its: President

Rider 1 to the Lease dated August 19, 2005 between Five Liver Company, as Landlord, and Whitco Properties, Inc. d/b/a Planet Fitness, as Tenant (the "Lease").

Renewal

In consideration of the covenants of the Tenant herein contained, Landlord hereby grants to Tenant and to a successor fitness business of Tenant or to an acquirer of Tenant's fitness business (but not to any other assignee or sublessee of Tenant) the irrevocable right and option to renew and extend the Lease and term for four renewal terms of 60 months each, said renewal terms to commence upon the expiration of the immediately preceding term, but said right and option shall be exercisable only if Tenant is not in default on the Lease at the time of exercise. Tenant may exercise the right and option to renew only by notice to Landlord in writing delivered to Landlord at least 9 months before the commencement date of said renewal terms.

Renewal Term	Annual Base Rent During Renewal Term (fixed for each 5 year period):
First Renewal Term: January 1, 2015 <sup>2016</sup> thru December 31, 2020	\$317,130.96 <i>plus</i> a percentage of \$317,130.96 equal to the percentage increase in the Boston CPI-U between the months of September, 2005 and September, 2015, <ul style="list-style-type: none"> <li>• but in no event shall the annual Base Rent be <ul style="list-style-type: none"> <li>○ less than \$364,700.64 or</li> <li>○ greater than \$456,668.61</li> </ul> </li> </ul>
Second Renewal Term: January 1, 2021 thru December 31, 2025	\$317,130.96 <i>plus</i> a percentage of \$317,130.96 equal to the percentage increase in the Boston CPI-U between the months of September, 2005 and September, 2020, <ul style="list-style-type: none"> <li>• but in no event shall the annual Base Rent be <ul style="list-style-type: none"> <li>○ less than the annual Base Rent in effect immediately prior to the second renewal term or</li> <li>○ greater than \$548,002.33</li> </ul> </li> </ul>
Third Renewal Term: January 1, 2026 thru December 31, 2030	\$317,130.96 <i>plus</i> a percentage of \$317,130.96 equal to the ninety five percent (95%) of percentage increase in the Boston CPI-U between the months of September, 2005 and September, 2025, but in no event shall the annual Base Rent be less than the annual Base Rent in effect immediately prior to the third renewal term.
Fourth Renewal Term: January 1, 2031 thru December 31, 2035	\$317,130.96 <i>plus</i> a percentage of \$317,130.96 equal to the ninety five percent (95%) of percentage increase in the Boston CPI-U between the months of September, 2005 and September, 2030, but in no event shall the annual Base Rent be less than the annual Base Rent in effect immediately prior to the fourth renewal term.

Monthly Charges shall continue to be payable in consecutive monthly installments in advance, without demand, notice, or setoff on the first day of each and every month of each renewal term, and each renewal term shall be subject to the same terms and conditions as the initial Term. Terms not defined in this rider shall have the meaning set forth in the Lease.

Landlord and Tenant recognize that options to renew not tied to changes in market rent are a benefit granted to Tenant under the Lease, and have limited the benefit to Tenant and to successors or acquirers of Tenant's fitness center business. Landlord and Tenant recognize that Landlord has expressly not granted Tenant the opportunity to offer option terms to non-fitness center businesses which may be approved as subtenants by Landlord, so that Landlord may, at its election, capture any increase in market value of the Building during periods covered by the renewal options. Notwithstanding this recognition, Landlord understands that, in the event the Building is no longer viable for Tenant's business and Tenant determines that it is in Tenant's interest to sublet the Premises, Tenant's success in securing a subtenant may be enhanced by being able to offer a sublease term longer than the remaining term then in effect under the Lease, and Landlord agrees, if Tenant is not in default, to reasonably consider the request of Tenant to extend the then Lease Term of Tenant for a

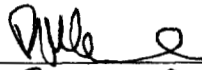


period necessary for Tenant to offer a longer sublease term, up to a period of five years from commencement of the sublet, at the rate which would have been in effect from time to time under the renewal provisions herein.

Witness:

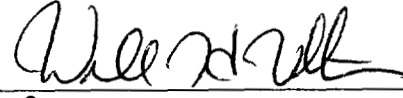
Five Liver Company  
Landlord

Carl Douglas

By   
Its: PETER W. QUESSA  
UP

Whitco Properties, Inc. d/b/a Planet Fitness  
Tenant

Carl Douglas

By   
Its: President

Rider 2 to the Lease dated August 19, 2005 between Five Liver Company, as Landlord, and Whitco Properties, Inc. d/b/a Planet Fitness, as Tenant (the "Lease").

#### Right of First Offer

(a) Grant of Right. If at any time during the Term of this Lease, including any renewal terms, Landlord desires to sell its interest in the Premises, except with respect to an excluded transfer described in subsection (b) below, Landlord shall notify Tenant in writing of the purchase price at which the Premises is offered and the terms of sale (the "Offer Notice"). Tenant shall have a period of ten (10) days after receipt of such Offer Notice within which to notify Landlord in writing (the "Acceptance Notice") that Tenant will purchase the Premises for the offered price and terms stated in the Offer Notice. Tenant shall have 10 days after delivery of Tenant's Acceptance Notice to execute a mutually acceptable purchase and sale agreement, which agreement shall be on terms customary for such transactions in Portland, Maine and shall provide, inter alia, for a 10% escrow deposit (the "Deposit") payable at the time of execution, a quitclaim deed with covenant, an absence of representations and warranties by Seller, a due diligence investigation limited to matters of title, a requirement that Tenant complete its title search and provide notice of objection to Landlord within ten days after the date of execution. If (i) Tenant does not timely give its Acceptance Notice or if (ii) Landlord and Tenant are unable to negotiate a mutually acceptable purchase and sale agreement within 10 days after Landlord's receipt of the Acceptance Notice, this Right of First Offer will expire and Landlord shall thereafter be free to sell the Premises free of any rights of Tenant to purchase.

Anything to the contrary herein notwithstanding, the Right of First Offer set forth in this Section shall terminate upon the expiration or earlier termination of this Lease.

The provisions of this Rider 2 may not be assigned, transferred or conveyed to any party, including assignees of Tenant, without the written approval of Landlord which approval shall not unreasonably be withheld. If Tenant waives its rights hereunder or is deemed to have waived its rights hereunder by failing to give timely notice or by inability to enter into a mutually acceptable purchase and sale agreement within the time period set forth above, or fails to close in accordance with the Purchase and Sale Agreement, Tenant agrees to execute such documents as Landlord may reasonably request to evidence such waiver. An affidavit filed by Landlord in the Cumberland County Registry of Deeds certifying that Tenant's Right of First Offer has been waived or has been deemed to be waived as provided herein may be relied upon by any third party as to the accuracy and truthfulness of the statement set forth therein in the absence of clear evidence to the contrary.

Neither an Offer Notice by Landlord nor a sale to Tenant shall trigger any obligation to pay a sale or other commission by Landlord absent a specific written agreement entered into by Landlord. Any sale or other commission due on account of an agreement entered into by Tenant, whether engaging a 'buyer representative' or otherwise, shall be payable by Tenant. The leasing brokers representing Landlord and Tenant in this Lease have signed this Rider 2 solely to confirm that no commission will be due to either such broker by either Landlord or Tenant at the time of any sale pursuant to this Rider 2, absent said written agreement subsequently entered into by either Landlord or Tenant.

(b) Excluded Transactions. Notwithstanding anything contained in this Rider 2, Rights of First Offer shall not apply to: (i) a transfer to a separate entity in which the majority of legal or beneficial interests are owned by the Landlord or the majority owner or owners of Landlord, or by members of the immediate family of any such owner or owners, i.e. such owner's or owners' spouse, former spouse, or their lineal descendants (including adopted children); or (ii) a transfer of any interest to a member or members of the immediate family of an owner of Landlord (iii) transfers of any interest so long as a majority of the economic interest is retained by a member or members of the immediate family of any owner of Landlord; or (iv) a transfer to an entity the majority beneficial interest in which is owned by Landlord, the majority owner or owners of Landlord or members of the immediate family of the majority owner or owners of Landlord; or (v) Landlord's grant of a mortgage or other security interest covering the Premises; or (vi) to any action by Landlord's mortgagee to enforce or foreclose such mortgage or other security interest including without limitation a foreclosure sale or a deed in lieu of foreclosure, or (vii) any sale which is part of a multi-building sale by Landlord, its affiliates and/or members of Landlord's immediate family or is part of a multi-building transaction involving sale of interests in Landlord, so long as a majority of the economic interest involved in such transaction is retained by a member or members of the immediate family of any owner of Landlord.

If any transaction other than subsection (vii) relating to a multi-building transaction, is excluded pursuant to the provisions of this Rider 2, Tenant's rights under (a) shall continue to apply to any subsequent transaction that is not also an excluded transaction under this subsection. Any sale which is part of an excluded transaction involving a multi-building sale

or sale of interests in multiple building shall extinguish this right of first offer and Tenant agrees to execute such documents as Landlord may reasonably request to evidence such extinguishment.

Witness:

Carl Douglas

Five Liver Company  
Landlord

By [Signature]  
Its: PETER W QUESADA  
JP

Whitco Properties, Inc. d/b/a Planet Fitness  
Tenant

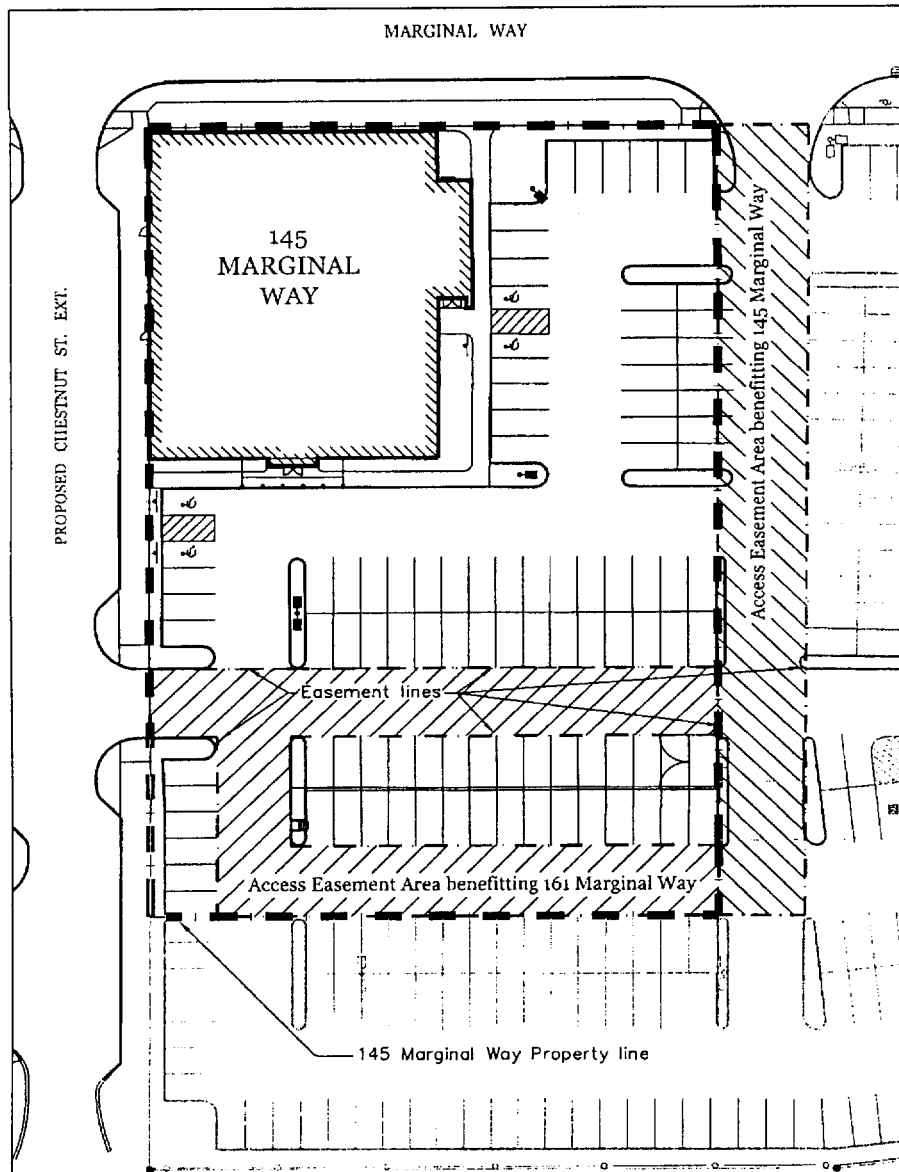
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By [Signature]  
Its: President

Agreement to the provisions relating to commissions.

[Signature]  
Commercial Properties, Inc.  
[Signature]  
The Boulos Company

**Exhibit A-1**  
**A plan of the building and parking lot, with circulation easements**



Note: subject to code approval.  
 Field verify.

**Access Easement Legend:**

Note: Access Easement areas generally as shown.  
 See Legal Description for exact locations.



-  Access Easement Area benefitting 145 Marginal Way
-  Access Easement Area benefitting 161 Marginal Way

Exhibit "A-1"  
 Whitco Properties, Inc. d/b/a Planet Fitness  
 Site Plan - 145 Marginal Way - Portland, ME

8/19/05



Exhibit A-2

Five Liver Company  
145 Marginal Way, Portland, Maine  
(Description reflecting January 2005 exchange of deeds with the City of Portland)  
(Note: this description excludes property now or formerly owned by FLC on west side of Chestnut Street)

A certain lot or parcel of land, together with the buildings and improvements thereon, located on the southeasterly side of Marginal Way and northeasterly side of an extension of Chestnut Street, in the City of Portland, Cumberland County, Maine, consisting of two adjacent parcels of land more particularly bound and described as follows:

Parcel One (Parcel A)

A certain lot or parcel of land situated on the southeasterly side of Marginal Way, in the City of Portland, County of Cumberland, State of Maine, being depicted as Parcel A on a plan of land entitled "Five Liver Partial Settlement Plan" dated January 20, 2004, revised as of May 11, 2004, by Sebago Technics, Inc., recorded at the Cumberland County Registry of Deeds in Plan Book 205, Page 40, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of said Marginal Way at the northwesterly corner of parcel herein described, said point lies S 85°-58'-52" E, 4.24 feet from a 6" X 6" granite monument to be set by the City of Portland;

Thence N 49°-01'-08" E, by and along said Marginal Way, distance of 186.43 feet to a capped 5/8-inch rebar marked STI PLS #2317 to be set at the northwesterly corner of land now or formerly of 161 Marginal Way LLC as described in a deed recorded at the Cumberland County Registry of Deeds in Book 14490, Page 255;

Thence S 40°-58'-52" E, by and along said land of 161 Marginal Way LLC, a distance of 166.13 feet to a point;

Thence S 45°-34'-05" W, by and along said land of 161 Marginal Way LLC, a distance of 186.77 feet to 5/8-inch rebar marked STI PLS #2317 to be set;

Thence N 40°-58'-52" W, by and along land now or formerly of the City of Portland, being an extension of Chestnut Street, a distance of 177.37 feet to the point of beginning.

Containing 32,020 square feet, or 0.74 acres, more or less.

Bearings herein are based on Grid North, Maine West Zone, 1983.

Being a portion of the premises conveyed to Five Liver Company by Foster Petroleum Corporation by deed dated December 21, 1993 and recorded in the Cumberland County Registry of Deeds in Book 11185, Page 258, and a portion of the premises conveyed to Five Liver Company by deed of Southern Maine Properties Company by deed dated July 27, 1999 and recorded in said Registry of Deeds in Book 14990, Page 252.

Parcel Two (Parcel B-2)

A certain lot or parcel of land being depicted as Parcel B-2 on a plan of land entitled "Five Liver Partial Settlement Plan" dated January 20, 2004, revised as of May 11, 2004, by Sebago Technics, Inc., recorded at the Cumberland County Registry of Deeds in Plan Book 205, Page 40, and being more particularly bounded and described as follows:

Beginning at a point situated S 40°-58'-52" E, by and along a southwesterly sideline of land of 161 Marginal Way, LLC as described in a deed from Southern Maine Properties Company dated July 27, 1999 and recorded at the Cumberland County Registry of Deeds in Book 14990, Page 255, a distance of 166.13 feet from a 5/8 inch iron rebar marked STI PLS #2317 to be set on the southeasterly sideline of Marginal Way;

Thence from the point of beginning, S 40°-58'-52" E, passing through land of 161 Marginal Way, LLC, a distance of 103.30 feet to a 5/8 inch iron rebar marked STI PLS # 2317 to be set for a corner;

Thence S 49°-01'-08" W, passing through land of 161 Marginal Way, LLC, a distance of 186.43 feet to a 5/8-inch iron rebar marked STI PLS #2317 to be set on the northeasterly sideline of the proposed extension for Chestnut Street;

Thence N 40°-58'-52" W, by and along the proposed extension for Chestnut Street, a distance of 92.05 feet to a 5/8 inch iron rebar marked STI PLS #2317 to be set for a corner on the southeasterly sideline of land now or formerly owned by Five Liver Company by deed from Foster Petroleum Corporation dated December 31, 1993 and recorded at said Registry in Book 11185, Page 258;

Thence N 45°-34'-05" E, by and along said land of Five Liver Company and other land of Five Liver Company by deed from Southern Maine Properties Company dated July 27, 1999 and recorded at said Registry in Book 14990, Page 252, a total distance of 186.77 feet to the point of beginning.

Containing 18,210 square feet, or 0.42 acre, more or less.

SUBJECT to an access easement reserved to 161 Marginal Way, LLC, its successors and assigns, in common with the owner of said Parcel B-2, its successors and assigns, in, over and across the following described parcel to and from the extension of Chestnut Street, for the benefit of adjacent property now or formerly of 161 Marginal Way, LLC:

Beginning at a point S 40°-58'-52" E, 17.30 feet from the most northerly corner of the above described 0.42 acre parcel;

Thence S 49°-01'-08" W, passing through the said above described parcel, a distance of 186.43 feet to the northeasterly sideline of the proposed extension for Chestnut Street;

Thence S 40°-58'-52" E, by and along the proposed extension, a distance of 24.00 feet to a point;

Thence N 49°-01'-08" E, passing through the said above described parcel, a distance of 21.77 feet to a point;

Thence S 40°-58'-52" E, passing through the said above described parcel, a distance of 62.00 feet to a point;

Thence N 49°-01'-08" E, along the southeasterly sideline of the said above described parcel, a distance of 164.66 feet to a 5/8 inch iron rebar to be set at the easterly corner of the above described parcel;

Thence N 40°-58'-52" W along the northeasterly sideline of said above described parcel, a distance of 24.00 feet to a point;

Thence S 49°-01'-08" W, passing through said above described parcel, a distance of 140.66 feet to a point;

Thence N 40°-58'-52" W, passing through said above described parcel, a distance of 38.00 feet to a point;

Thence N 49°-01'-08" E, passing through the said above described parcel, a distance of 140.66 feet to a point on the northeasterly sideline of the above described parcel;

Thence N 40°-58'-52" W along the northeasterly sideline of the above described parcel, a distance of 24.00 feet to the point of beginning.

Being an easement for ingress/egress purposes to be used in common with the owner of Parcel B-2, its successors and assigns, by 161 Marginal Way, LLC, its successors and assigns, in, over and across a 24.00 foot wide strip of land intending to be the location of traveled ways within a parking area on the above described Parcel B-2. Said easement was reserved by 161 Marginal Way, LLC in a deed to the City of Portland dated January 20, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22252, Page 282.

TOGETHER with an access easement in common with 161 Marginal Way, LLC, its successors and assigns, for purposes of ingress and egress to and from Marginal Way, bounded and described as follows:

Beginning at a 5/8 inch iron rebar marked STI PLS #2317 to be set on the southeasterly side of Marginal Way, marking the westerly corner of said land of 161 Marginal Way, LLC and the most northerly corner of land of Five Liver Company;

Thence N 49°-01'-08" E, by and along Marginal Way, a distance of 30.51 feet to a point;

Thence S 39°-41'-22" E, passing through land of 161 Marginal Way, LLC, a distance of 181.89 feet to a point;

Thence S 66°-54' -31" E a distance of 2.24 feet to a point;

Thence S 40°-58' -53" E a distance of 85.57 feet to a point;

Thence S 49°-01'-08" W, passing through land of 161 Marginal Way, LLC, a distance of 27.39 feet to a point at the easterly corner of the above described parcel;

Thence N 40°-58'-52" W, by and along the above described parcel, 103.30 feet to the easterly corner of said land of Five Liver Company;

Thence continuing N 40°-58'-52" W, by and along said land of Five Liver Company, a distance of 166.13 feet to the point of beginning.

TOGETHER with an a 20 foot wide drainage easement running northeasterly from the northeasterly sideline of the parcel, crossing the premises now or formerly of 161 Marginal Way, LLC, said easement terminating at the property line of land now or formerly of Earl W. Noyes & Sons as shown on said plan, and being more particularly described as follows:

Beginning at a point situated S 40°-58' -52" E a distance of 223.93 from a 5/8 inch iron rebar marked STI PLS #2317 to be set on the southerly sideline of Marginal Way at the division line between the property conveyed to Marginal Way, LLC by Southern Maine Properties Company by deed dated July 27, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14990, Page 255 and the property conveyed to Five Liver Company by Southern Maine Properties Company as Parcel A in a deed dated July 27, 1999 and recorded in said Registry of Deeds in Book 14990, Page 252;

Thence from said point of beginning, continuing S 40°-58' -52" E along the northeasterly sideline of the premises benefited by this drainage easement a distance of 20 feet to a point;

Thence N 48°-46' 20" E a distance of 316.00 feet to a point in the southwesterly sideline of land now or formerly of Earl W. Noyes & Sons;

Thence N 40°-58'-52" W along said Earl W. Noyes & Sons sideline a distance of 20.00 feet to a point;

Thence S 48° 46' 20" W a distance of 316.00 feet to the point of beginning.

Bearings herein are based on Grid North, Maine West Zone, 1983.

Parcel B-2 and the above described easements are the same premises as conveyed to Five Liver Company by the City of Portland by deed dated November 17, 2004 and recorded in the Cumberland County Registry of Deeds in Book 22284, Page 59.



# BECKER

structural engineers, inc.

September 16, 2005

CWS Architects  
434 Cumberland Ave.  
Portland, ME 04101-2325

ATTN: Mr. Guy Labrecque

RE: Planet Fitness III  
135 Marginal Way  
Portland, Maine 04101

Dear Mr. Labrecque,

Per your request, we are submitting this letter summarizing our findings and opinions regarding a structural review of the second floor framing of 135 Marginal Way with loading resultant from the Body Master Exercise equipment.

In conducting our analysis, dead loads are based on the gravity loads of existing materials, and live loads are based on the weight of the Master Fitness exercise equipment plus a 300 pound person utilizing the equipment. While conducting the floor analysis, we assumed that no other live load acts simultaneously with the exerciser and equipment. For the floor area outside the zone of the equipment, we assumed a floor live load of 80 pounds per square foot.

**Findings:**

The 2<sup>nd</sup> floor framing is composite steel deck on steel framing. The floor construction consists of 2 ½" normal weight concrete on 3" deep, 20 gage galvanized steel deck (total thickness = 5 ½") spanning 9'-0" between steel beams. The typical bay size is 27'-0" x 31'-0", and the typical beam size is W16x31 + 12 shear connectors and the typical interior girder size is W21x44 + 17 shear connectors. The floor was originally designed for an office space live load of 80 pounds per square foot (psf) as dictated by BOCA National Building Code (1999) which was the governing building code for Portland, Maine at the time the building was designed.

Based on our analysis, the highest uniform load generated from the equipment is 50 pounds per square foot, and the highest concentrated point load from the equipment support is less than 1000 pounds.

**Opinions:**


We conclude that the composite floor deck and steel framing can adequately support the fitness equipment. Our conclusion is not dependent upon a specific equipment floor layout, thus flexibility in placement of the exercise equipment is permissible. We analyzed the floor for punching shear of the concentrated load and found no modification of the equipment supports is required.

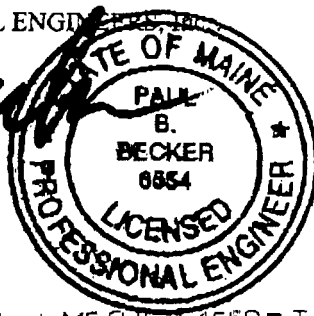
**Closing:**

We trust that this letter addresses your concerns at this time. Please notify us if any equipment not submitted for review is to be added to the gym. Please call if you have any questions.

Sincerely,

BECKER STRUCTURAL ENGINEERS, INC.

  
Paul B. Becker, P.E.  
President





Michael Cyr, E.I.T.  
Project Engineer

Planet Fitness at 145 Marginal Way										
Portland, ME										
Door Schedule										
No.	W	H	T	Door Material	Door Type	Frame Type	Lock Function	Hardware	Label	Notes
125	(2) 36	84	1-3/4	Aluminum Storefront	2FG	B	Push/Pull	Closer No. 1 each leaf, Cont. weatherstripping		
127	36	84	1-3/4	Solid Core Wood	F	A	Storage			
225	36	84	1-3/4	Solid Core Wood	L	A	Storage			
226	36	84	1-3/4	Solid Core Wood	HG	A	Lockset No. 1			
228	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
229	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
230	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
231	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
232	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
233	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
234	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
235	36	84	1-3/4	Solid Core Wood	L	A	Privacy	Closer No. 2		
236	36	84	1-3/4	Solid Core Wood	L	A	Push/Pull	Closer No. 2, Kickplate		
240	36	84	1-3/4	Solid Core Wood	L	A	Push/Pull	Closer No. 2, Kickplate		
<b>Modifications to existing door hardware:</b>										
104	Existing	Aluminum storefront door and frame								
		Scope of Hardware Fit-up								
		Remove angle securing the inactive door closed at the bottom of the door.								
		Provide and install surface mounted vertical rod and and exit device. Match existing on active door.								
		Reference hardware schedule for exit device type.								
		Contractor shall visit the site and review existing conditions prior to bid to confirm hardware coordination.								
105	Existing	Aluminum storefront door and frame								
		Scope of Hardware Fit-up								
		Remove angle securing the inactive door closed at the bottom of the door.								
		Provide and install surface mounted vertical rod and and exit device. Match existing on active door.								
		Reference hardware schedule for exit device type.								
		Contractor shall visit the site and review existing conditions prior to bid to confirm hardware coordination.								

**Planet Fitness at 145 Marginal Way**

9/23/2005

Portland, ME

**Hardware Schedule**

Item/function	Manufacturer	Model No.	Finish	Remarks
Lockset No. 1	Sargent	10G05LL	626	Cylindrical Lever - Office/Entrance Function
Closer No. 1	Sargent	281 Series	626	w/ hold open
Closer No. 2	Sargent	1430/1431	626	w/ hold open
Privacy Set	Sargent	10U65LL	626	Cylindrical Lever - Privacy Function
Storage Set	Sargent	10G04LL	626	Cylindrical Lever - Storage Function
Push/Pull	Ives	8102-8 Pull, 8200	626	
8x32 Kickplate	Ives	8400	SS	
Hinges	Hager	Full Mortise	26D	Provide ball bearing hinges at all doors.
Floor Stop	Ives	436	Alum	
Wall Stop	Ives	406 1/2	Alum	
Door Bottom Sweep	National Guard	96DKB		
Weatherstripping	National Guard	160V & 5050B		
Exit Device	Sargent	8713 ETA	626	
<b>Notes</b>				
Provide masterkey system with construction keying. Consult with Owner for instructions on keying.				
Products of one or more manufacturers are listed to establish quality and performance characteristics.				
Products of other manufacturers may be accepted subject to review and approval by Architect prior to bid.				
Provide wall or floor stops at all swinging doors				
<b>Acceptable Manufacturers</b>				
Locksets:	Corbin, Russwin, Sargent, Schlage			
Closers:	Sargent, Dorma, Norton			
Hinges:	Hager, Stanley, Lawrence			
Thresholds:	National Guard Products, Pemko, Reese, Zero			
Panic sets:	Sargent, Von Duprin			
Accessories	Ives, Hiawatha, Rockwood			