

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION PERMIT

Permit Number: 061156

PERMIT ISSUED
AUG 10 2012
CITY OF PORTLAND

This is to certify that COHEN JOHN B /HardyPo Construction
has permission to install 72 sq ft of new signage connected to permit 061154
AT 27 MONUMENT SQ 027 F002001

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

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

Verification of inspection must be given and when permission procedure is complete this building or part thereof is closed or service closed-in. 4 HOUR NOTICE REQUIRED.

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

OTHER REQUIRED APPROVALS

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

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1156	Issued: PERMIT ISSUED	027 F002001
-----------------------	---------------------------------	-------------

Location of Construction: 27 MONUMENT SQ	Owner Name: COHEN JOHN B	Owner Address: 27 MONUMENT SQ	Phone:
Business Name:	Contractor Name: HardyPond Construction	Contractor Address: 1039 Riverside St Suite 11 Portland	Phone: 2077976066
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: B-3

Past Use: Commercial	Proposed Use: Commercial/ install 72 ^{74#} sq ft of new signage Connected w/ permit# 061154	Permit Fee: \$209.00	Cost of Work: \$209.00	CEO District: 1
-------------------------	--	-------------------------	---------------------------	--------------------

Proposed Project Description: install 72 ^{74#} sq ft of new signage Connected w/ permit# 061154	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: <i>M</i> Type: <i>3B</i> <i>8/10/06</i> Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____	

Permit Taken By: Idobson	Date Applied For: 08/07/2006	Zoning Approval
-----------------------------	---------------------------------	------------------------

Special Zone or Reviews <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>8/9/06</i>	Zoning Appeal <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: _____	Historic Preservation <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 Denied <i>[Signature]</i> Date: _____
---	---	--

X Approved 080906 CM

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.

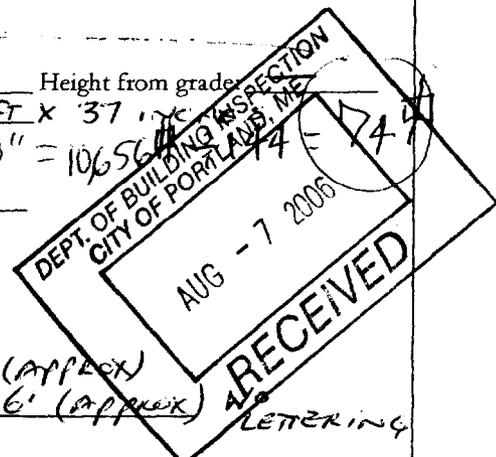
SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE



Signage/Awning 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: 27 MONUMENT SQUARE		
Tax Assessor's Chart, Block & Lot Chart# 27 Block# F Lot# 2	Owner: JOHN COHEN (SEE ATTACHED) ALAN MOONEY	Telephone: 828.1969 831.4311 (cell)
		For H.D. signage= Total Fee: \$ 7250 x 2 + 65 = 209175 Awning Fee= cost of work 31000
Who should we contact when the permit is ready: ALAN MOONEY phone: 828.1969		
Tenant/allocated building space frontage (feet): Length: 45' Height: 12'-6" ± Lot Frontage (feet) 45' x 2' = 90' MAX Single Tenant or Multi Tenant Lot MULTI		
Current Specific use: VACANT If vacant, what was prior use: RETAIL ← AS SURPLUS STORE Proposed Use: RETAIL		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions proposed: _____ Height from grade: _____ Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: 24 FT x 37" x 208" = 10656		
Proposed awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is awning backlit? Yes <input type="checkbox"/> No <input type="checkbox"/> Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, total s.f. of panels w/communications, message, trademark or symbol _____ s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions: 32' x 3' (APPROX) Awning? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sq. ft. area of awning w/communication: 40' x 6' (APPROX)		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		



Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 8748703.

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

Signature of applicant: *Alan Mooney* Date: 8.7.06

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



Signage/Awning Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

- Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way.
 - Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage.
 - A sketch plan of lot indicating location of buildings, driveways and any abutting streets or rights of way, lengths of building frontages, street frontages and all existing setbacks. Please indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building facade dimensions for any signage attached to the building.
 - A sketch or photo of any proposed sign(s) indicating content, dimensions, materials, source of illumination, construction method as well as specifics of installation/attachment.
 - Certificate of flammability required for awning or canopy.
 - A UL# is required for lighted signs at the time of final inspection.
 - Pre-application questionnaire completed and attached.
 - Photos of existing signage
 - Details for sign fastening, attachment or mounting in the ground.
- Permit fee for signage or awning-with-signage: **\$30.00** plus **\$2.00** per square foot of sign.

Permit fee for awning-without-signage is based on cost of work:
\$30.00 for the first **\$1,000.00**, **\$9.00** per additional **\$1,000.00** of cost.

Base application fee for any Historic District signage is **\$65.00**.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08108106

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Twenty-Eight Monument Square LLC
C/O H. Alan Murray
22 Monument Square
Portland, ME 04101

INSURER A Hanover Insurance Group, Inc.

22292

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

INSR A LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ODV838035500	07/25/06	07/25/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-FR</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-FR	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-FR													
E L EACH ACCIDENT	\$													
E L DISEASE - EA EMPLOYEE	\$													
E L DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Portland is named as an additional insured in regards to the sign permit.

CERTIFICATE HOLDER

City of Portland
389 Congress Street
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

28 Monument Square
Signage Permit Application
Supplementary Information
August 7, 2006

Ownership/Tenants :

Building is currently owned by John Cohen. 28 Monument Square LLC and its managing partner, H. Alan Mooney, P.E., currently have a master lease for the entire building and have entered into an agreement to purchase the building on or before January 31, 2007. 28 Monument Square, with authority from John Cohen, has entered into a lease with Market Vendors LLC to lease the first floor and basement for five years.

Planned Signage and Façade Changes:

Phase I - This sign request is for Phase I renovations to this building. Phase I is to be complete by September 5, 2006, at which time the basement and first floor will be occupied by the Market Vendors LLC, a group of vendors moving from the former Public Market on Preble Street. This sign is scheduled to be installed on August 16, for a media event we are planning for August 17, to announce the phase I occupancy.

Phase II - Following the completion of Phase I, we will proceed with Phase II, which includes the renovation of the rest of the building. Part of Phase II, is to work with Deb Andrews and the city to upgrade the façade with something that captures the historic appearance of the building. At that time, a new sign, consistent with that historic façade will be proposed and, if approved, will replace the phase I sign. Phase II work is expected to be completed by June, 2007. Tentatively, the façade renovations will occur in January/February, 2007.

Sign Details

Attached are photos of the building as it is now, and a digital simulation up of what it will look like with the new sign. Also attached is our commitment with The Signery for fabricating the sign. Also attached is an older photo of the building with the former Surplus Store sign in place.

Awning

There is an awning on the building now. It is old, manual, red and white striped fabric. It will be removed as part of phase I. Depending on how the design for a modified façade develops, we made request approval for a new awning as part of phase II.

Invoice



The Signery

84 Cove St
Portland, ME 04101
ph. 207.879.7700
fax 207.879.1570
email: signery@signerymaine.com

Invoice:

06- 10996

Description: **Public Market House**
Customer: Alan Mooney
Criterion Engineers

ph: (207) 828-1969

fax: (207) 775-4405

Salesperson: Dawna Hall

email: hamooney@criterion-engineers.com

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Risco Frame		1	1	37	288	\$999.00	\$0.00	\$999.00

Color:

Description:

Text:

2 Aluminum .040 1 Col		3	1	37	96	\$287.21	\$0.00	\$861.64
-----------------------	--	---	---	----	----	----------	--------	----------

Color: HP Burgandy & Metallic Gold on White

Description: Painted Aluminum with Applied Vinyl Lettering

Text: PUBLIC MARKET HOUSE

3 INSTALLATION		2	1	1	1	\$95.00	\$0.00	\$190.00
----------------	--	---	---	---	---	---------	--------	----------

Color:

Description: Professional Installation

Text:

Other Payments: _____
Form of Payment / Amount / Initials

Ordered: 7/31/2006 1:59:41PM

Printed: 8/2/2006 9:56:32AM

Status: WIP

Notes:

FILE NAME: _____

SERVER: _____

BANNER ORDERED: _____ TO TOM: _____

DUE: _____ TIME: _____ INSTALL: _____

CALLED CUSTOMER: _____

LOCATION OF COMPLETED JOB: _____

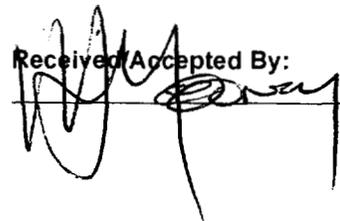
FILE: _____

Line Item Total:	\$2,050.64
Tax Exempt Amt:	\$190.00
Subtotal:	\$2,050.64
Taxes:	\$93.03
Total:	\$2,143.67

Total Payments: \$0.00
Balance Due: \$2,143.67

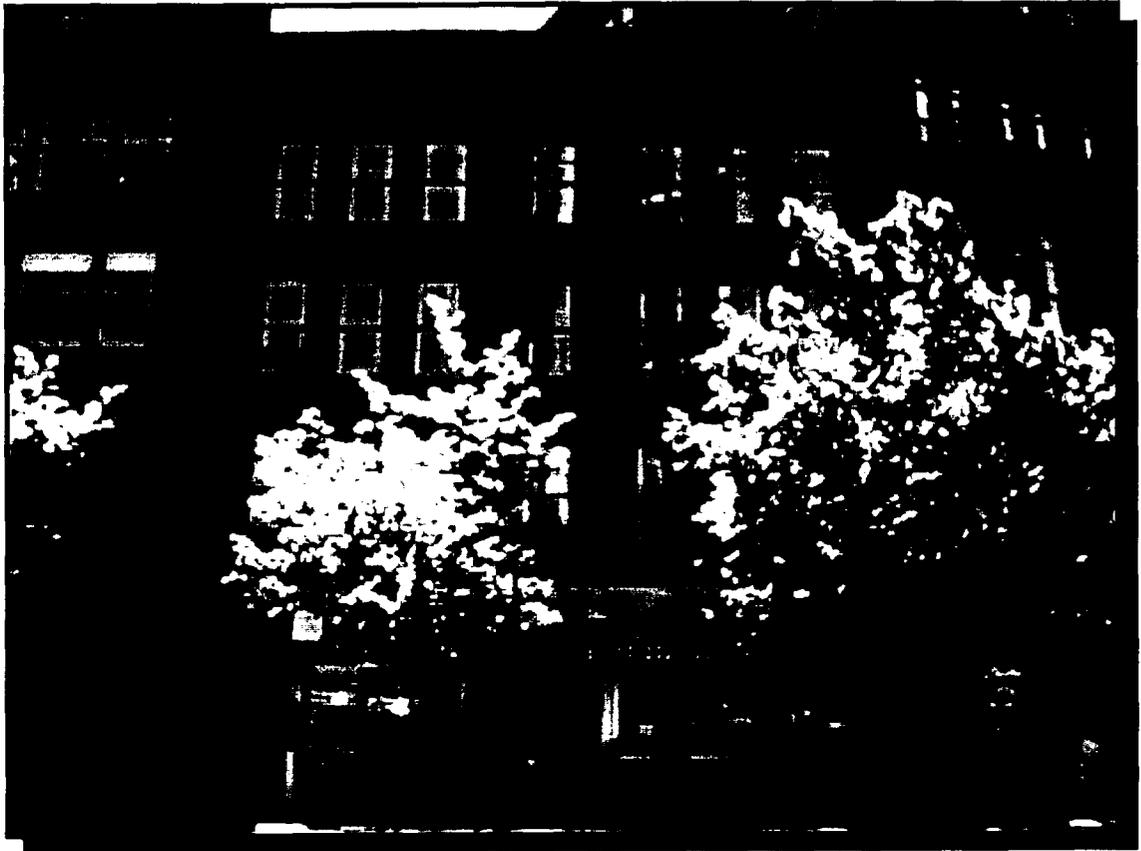
ATTN Alan Mooney
Criterion Engineers
22 Monument Square
Suite 600
Portland, ME 04101

Received/Accepted By:

 8/3/06

28 Monument Square

Portland, Maine



FOR SALE

11,076±SF Commerical Building

CBRE/The Boulos Company is pleased to offer this 11,076±SF commercial building for sale. The four-story masonry building known as the Surplus Store is prominently located in downtown Portland's Monument Square. With the store's closing in December 2004 comes a rare and unique opportunity for redevelopment potential. The subject property is situated in a B-3 zone which allows for a variety of uses including retail, restaurant and office or residential conversion.

The first floor space is ideal for any retail or restaurant user to be in one of the City's more enviable locations and the upper floors offer terrific views of the Monument and can be transformed into very desirable office suites or residential units. The property is serviced by ample municipal and private parking in both nearby surface lots and parking garages.

**CONTACT
INFORMATION**



Dan Greenstein
dgreenstein@boulos.com
One Canal Plaza
Portland, ME
207.772.1333

282 Corporate Dr.
Suite #2

Portsmouth, NH
603.427.1333

2 Wall Street
Manchester, NH
603.626.0036

CBRE | The Boulos Company
CB RICHARD ELLIS

27-28 Monument Square - Portland, Maine



Property Address: 27-28 Monument Square
Portland, Maine

Year Built: 1875

Building Size: 11,076± SF +(2/911±SF add'l
basement area)

Stories: Four (4) stories plus
full basement

Area Businesses: The area is populated by
numerous office, retail and
service businesses.

Zoning: B-3 Downtown Business Zone

Exterior: Brick masonry

Parking: Available in nearby garages
and surface lots, also on
street

Utilities: Municipal water & sewer

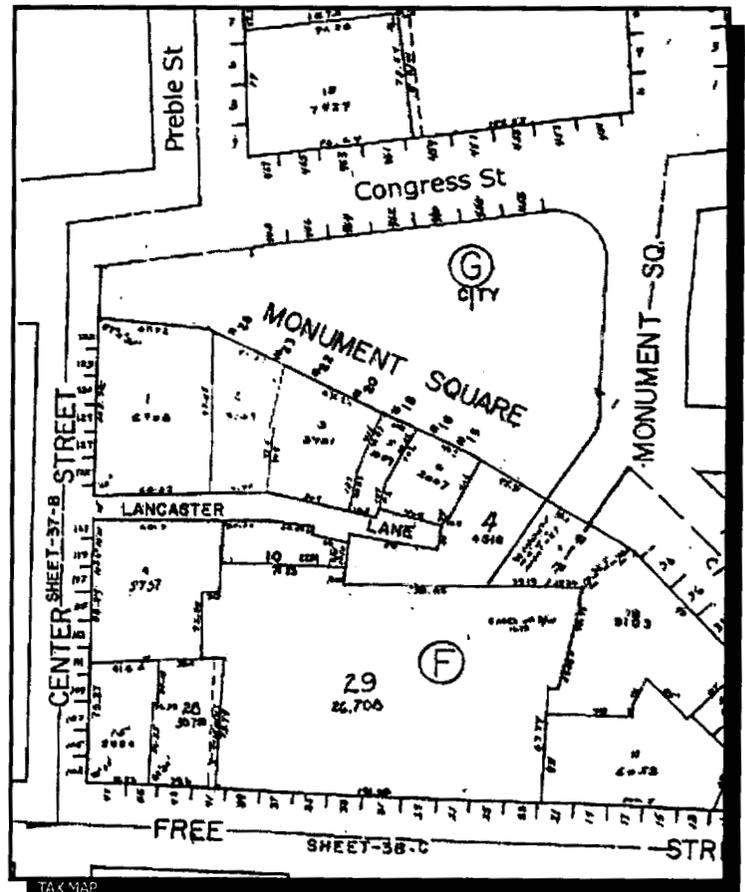
Map/Lot #: 27-F-2

Book/Page: 11224/273

Assessed Values: Land: \$145,220
Building: \$ 84,210
Total: \$229,430

Real Estate Taxes: \$6,086.78

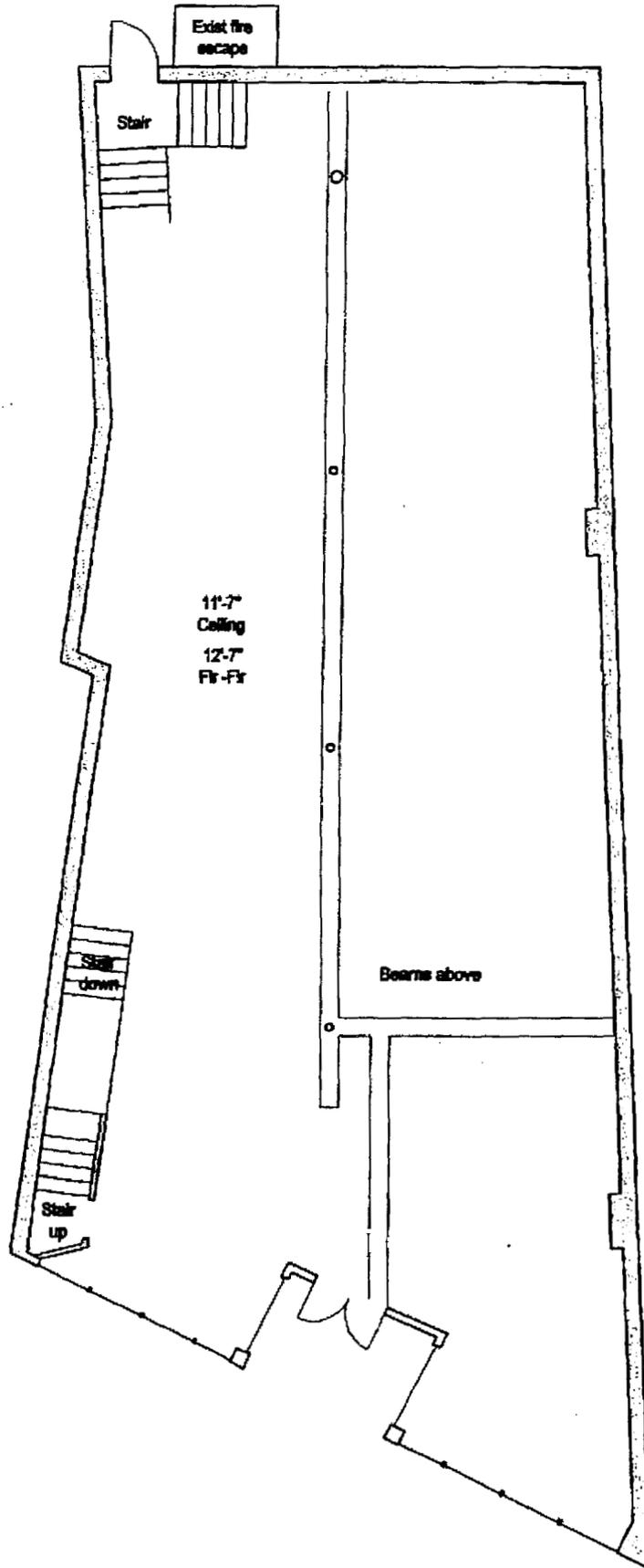
Sale Price: \$749,000



Contact Information:

Dan Greenstein
dgreenstein@boulos.com
T. 207.772.1333
F. 207.871.1288

CBRE | The Boulos Company
CB RICHARD ELLIS



Feasibility Study for
27 Monument Square, Portland, Maine

Existing Ground Floor Plan
3/32" = 1'-0"

Holt & Lachman Architects/Planners
Resurgence Engineering and Preservation

CBRE | The Boulos Company
CB RICHARD ELLIS



DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

AUG 8 2006

RECEIVED

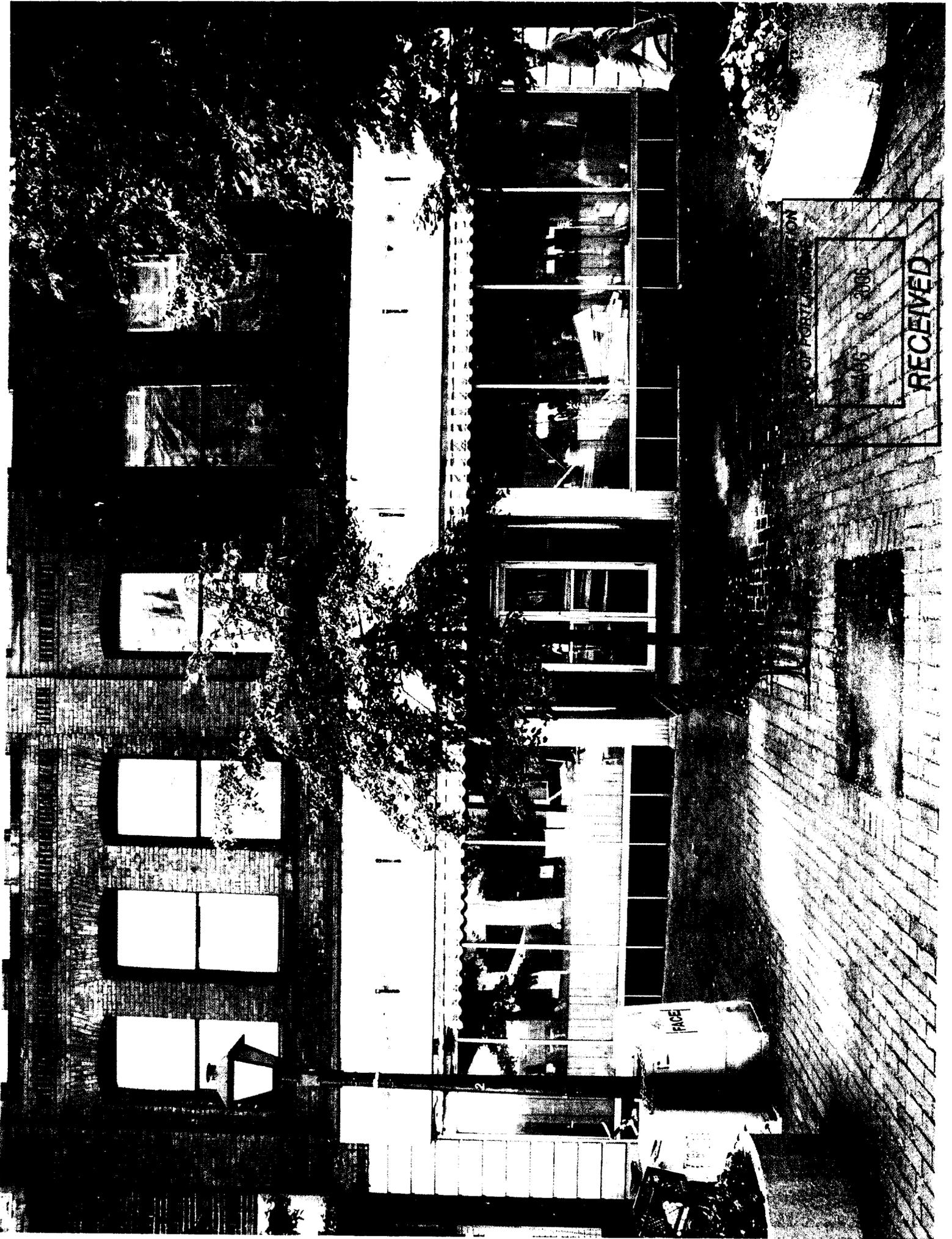
PLEASE REVIEW THIS PROOF CAREFULLY!

- Approved as is
- Approved with corrections
- Make changes and resend new proof

Signature: _____
Date: _____

	<table border="1"> <tr> <td data-bbox="1307 68 1534 521"> <p>JOB INFO #10996 DESIGNER MS</p> </td> <td data-bbox="1307 521 1534 1691"> <p>(x1) Risco Frame (.040 Aluminum Inserts) 38" x 288" HP Metallic Gold & HP Burgandy</p> <p>FILE: public market house temp 10996.plt 06-08/public market house</p> </td> <td data-bbox="1307 1691 1534 2010"> <p>INSTALL</p> <p><input checked="" type="checkbox"/> YES</p> <p><input checked="" type="checkbox"/> V</p> <p><input type="checkbox"/> B</p> </td> </tr> </table>	<p>JOB INFO #10996 DESIGNER MS</p>	<p>(x1) Risco Frame (.040 Aluminum Inserts) 38" x 288" HP Metallic Gold & HP Burgandy</p> <p>FILE: public market house temp 10996.plt 06-08/public market house</p>	<p>INSTALL</p> <p><input checked="" type="checkbox"/> YES</p> <p><input checked="" type="checkbox"/> V</p> <p><input type="checkbox"/> B</p>
<p>JOB INFO #10996 DESIGNER MS</p>	<p>(x1) Risco Frame (.040 Aluminum Inserts) 38" x 288" HP Metallic Gold & HP Burgandy</p> <p>FILE: public market house temp 10996.plt 06-08/public market house</p>	<p>INSTALL</p> <p><input checked="" type="checkbox"/> YES</p> <p><input checked="" type="checkbox"/> V</p> <p><input type="checkbox"/> B</p>		

PLEASE GIVING THE SIGNERY THE GO TO PRODUCE THIS WORK TO THE SPECIFICATIONS LISTED | Until approved job and Deposit is made. This proof is | of The Signery



RECEIVED
JUN 28 1986
OFFICE OF PORTLAND

FACE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- IN Footing/Building Location Inspection: Prior to pouring concrete
- W Re-Bar Schedule Inspection: Prior to pouring concrete
- W Foundation Inspection: Prior to placing ANY backfill
- ✓ Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- ✓ Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. **All** projects DO require a final inspection

✓ **If any** of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

 CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]
Signature of Applicant/Designee

8.10.06
Date

[Signature]
Signature of Inspections Official

8.10.06
Date

CBL: 27 F 2

Building Permit #: 061156 - 061154

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1154	Issue Date: AUG 10 2006	CDL: 027 F00200
-----------------------	----------------------------	--------------------

Location of Construction: 27 MONUMENT SQ	Owner Name: COHEN JOHN B	Owner Address: 27 MONUMENT SQ	Phone: 2077976066
Business Name:	Contractor Name: HardyPond Construction	Contractor Address: 1039 Riverside St Suite 11 Portland	Phone: 2077976066
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-3

Past Use: Commercial/ Retail	Proposed Use: Commercial/ Retail- Phase 1 Tenant fit-up <i>BASEMENT & 1ST FLOOR ONLY</i>	Permit Fee: \$1,320.00	Cost of Work: \$130,000.00	CEO District: 1
---------------------------------	--	---------------------------	-------------------------------	--------------------

Proposed Project Description: Commercial/ Retail- Phase 1 Tenant fit-up	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>See Conditions</i>	INSPECTION: Use Group: <i>M</i> Type: <i>BB</i> <i>8/10/06</i>
	Signature: <i>Greg Cass</i>	Signature: <i>[Handwritten]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: *[Handwritten]* Date: *8/7/06*

Permit Taken By: Idobson	Date Applied For: 08/07/2006
-----------------------------	---------------------------------

Zoning Approval

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<i>OK with conditions</i> Date: <i>8/7/06</i>	<i>[Signature]</i> Date:	<i>[Signature]</i> Date:

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
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

Permit No: 06-1154	Date Applied For: 08/07/2006	CBL: 027 F002001
------------------------------	--	----------------------------

Location of Construction: 27 MONUMENT SQ	Owner Name: COHEN JOHN B	Owner Address: 27 MONUMENT SQ	Phone:
Business Name:	Contractor Name: HardyPond Construction	Contractor Address: 1039 Riverside St Suite 1 I Portland	Phone (207) 797-6066
Tenant/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial/Retail- Phase 1 Tenant fit-up	Proposed Project Description: Commercial/Retail- Phase 1 Tenant fit-up
--	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 08/07/2006
Note: 8/7/06 needs to show right title and interest **Ok to Issue:**

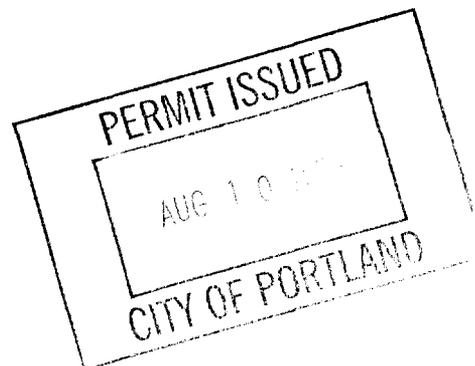
- 1) Separate permits shall be required for any new signage.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This building is located within a Pedestrian Activities District which restricts the first floor uses to retail-like uses. Please note that sidewalk windows shall not be closed-in or reduced in size during the operation of these uses.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 08/10/2006
Note: **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, or HVAC systems including the kitchen exhaust system and make up air..
Separate plans will need to be submitted for approval as a part of this process.
- 2) Non structural renovations only

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 08/08/2006
Note: +----- **Ok to Issue:**

- 1) All construction shall comply with NFPA 101
- 2) Application requires State Fire Marshal approval.
Mercantile two stories.
- 3) Requires the installation of a sprinkler system Per NFPA 101 37.3.5 # 3

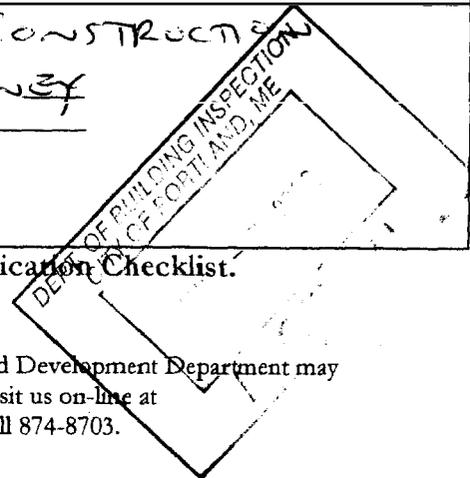




General Building Permit Application

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

Location/Address of Construction: <u>28 MONUMENT SQUARE</u>		
Total Square Footage of Proposed Structure <u>11,076 ± Existing</u>	Square Footage of Lot <u>2,911 ±</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>27 F 2</u>	Owner: <u>(SEE ATTACHED)</u> <u>28 MONUMENT SQUARE LLC</u> <u>ALAN MOONEY</u>	Telephone: <u>828-1969</u>
Lessee/Buyer's Name (If Applicable) <u>SEE ATTACHED</u>	Applicant name, address & telephone: <u>28 MONUMENT SQUARE LLC</u> <u>40 ALAN MOONEY</u> <u>22 MONUMENT SQUARE</u> <u>PORTLAND, ME 04101</u>	cost Of work \$ <u>130,000</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>VACANT</u>		
<u>RENOVATIONS FOR PHASE I - SEE ATTACHED DWGS & NARRATIVE</u>		
Contractor's name, address & telephone: <u>Hardy pond CONSTRUCTORS</u>		
Who should we contact when the permit is ready: <u>ALAN MOONEY</u>		
Mailing address: <u>22 MONUMENT SQUARE</u> <u>PORTLAND, ME 04101</u>		Phone: <u>828-1969</u>



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

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

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

Signature of applicant: <u>[Signature]</u>	Date: <u>8.7.06</u>
--	---------------------

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



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04 101

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

FROM: H. ALAN MOONEY P.E.

RE: Certificate of Design

DATE: 8.7.06

These plans and / or specifications covering construction work on:

PHASE I RENOVATIONS - 28 MONUMENT
SQUARE

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

(SEAL)

Signature: [Handwritten Signature]

Title: Pres. Dept

Firm: Criterion-Money Engin

Address: 22 Monument re
Portland, ME
04111

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.



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

ACCESSIBILITY CERTIFICATE

Designer: H. ALAN MOONEY, P.E.

Address of Project: 28 MONUMENT SQUARE

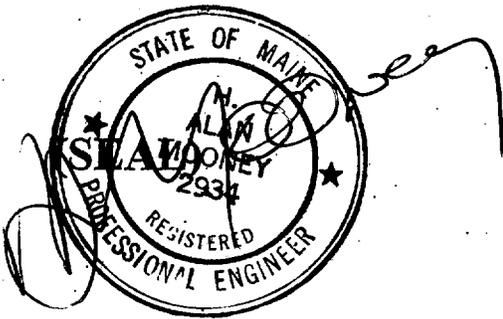
Nature of Project: RENOVATION OF FIRST FLOOR

AND BASEMENT FOR

MARKET USE AND SUPPORT FUNCTIONS

(SEE ATTACH)

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.



Signature: [Handwritten Signature]

Title: PRESIDENT

Firm: CRITERION - MOONEY ENGINEERS

Address: 28 MONUMENT SQUARE
PORTLAND ME

Phone: 828-1969

NOTE: If this project is a new Multi Family Structure of 4 units or more, this project must also be designed in compliance with the Federal Fair Housing Act. On a separate submission, please explain in narrative form the method of compliance.

28 Monument Square
Building Permit Application
Certificate of Accessibility
Supplementary Information

August 8, 2006

Ownership/Tenants:

Building is currently owned by John Cohen. 28 Monument Square LLC and its managing partner, H. Alan Mooney, P.E., currently have a master lease for the entire building and have entered into an agreement to purchase the building on or before January 31, 2007. 28 Monument Square, with authority from John Cohen, has entered into a lease with Market Vendors LLC to lease the first floor and basement for five years.

Construction phases:

As shown on the drawings, this application is for Phase I, involving only the first floor and basement, to renovate the existing space for use by several market vendors who, collectively, are operating as the Market Vendors LLC. Phase I is expected to be complete by early September 2006.

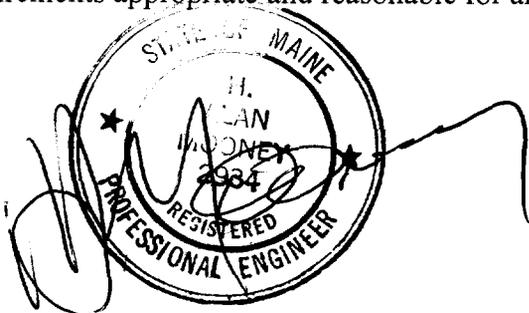
The first floor of the building is accessible by grade level entrance from Monument Square.

Phase I included a new fire and security alarm system consistent with current accessibility standards.

There are no public bathrooms. There will be one handicap accessible bathroom for market staff.

Basement activities are limited to functions that supplement first floor activities with the possible exception of some "day table" temporary retail that will be similar to planned "day table" retail to occur outside, on Monument Square, during good weather.

Phase I conditions will exist until approximately June 2007, when phase II is complete. Phase II will include handicap accessible bathrooms throughout the building and an elevator. When phase II is complete, the building will satisfy all other accessible requirements appropriate and reasonable for an historic building in downtown Portland.



ASSIGNMENT OF COMMERCIAL LEASE

Alex Tessmann ("Assignor"), in consideration of a certain Promissory Note In favor of Assignor in the aggregate amount of \$71,272.92 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns all of his right, title, interest and obligation under a certain Commercial Lease, dated October 24, 2005 together with Addendum A - Purchase Option by and between the Assignor and John B. Cohsn ("Lease"), to H. Alan Mooney, his successors, nominees and/or assigns ("Assignee"), subject to the following conditions:

- (1) Obtaining the consent of John B. Cohen to the within Assignment by 4:00 p.m. on Friday, July 21, 2008; and**
- (2) Finalization of said Promissory Note in the amount of \$71,272.92 by 4:00 p.m. on Friday, July 21, 2008.**

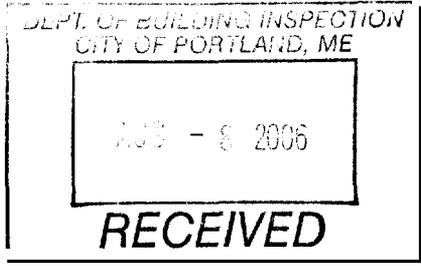
This within assignment shall operate as an absolute assignment, said Assignee being substituted for the Tenant under said Commercial Lease and Addendum A - Purchase Option following the completion of the two above-stated conditions. Notice of satisfaction or failure to satisfy the above-stated conditions will be sent via facsimile, as follows:

- (1) To Alex Tessmann (207-892-7011); and**
- (2) To John B. Cohen at (561-830-4889) by 11:00 a.m. on Monday, July 24, 2008.**

Dated: July 19, 2008

Cynthia Fager
Witness

Alex Tessmann
Alex Tessmann



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

1. PARTIES

John B. Cohen with a mailing address of c/o Jeffrey Cohen, 477 Congress LLC, Portland ME 041C ("LANDLORD"), hereby leases to Alex Tessmann, d.o Protea Behavioral Services, with a mailing address, 33 State Street, Bangor ME 04401-6507 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain a 3,109±SF parcel improved with a 4-5 story building plus lower level located at 27-31 Monument Square, Portland, Maine and are further described in the City of Portland Assessor as Map 27 F-2 and in the deed to Landlord recorded in the Cumberland County Registry of Deeds at Book 22201/ Page 297 together with all improvements thereon and all rights of way, easements, and appurtenances thereto, and subject to all matters of record that affect said property (herein, the "leased premises" or "premises"). TENANT covenants and agrees to comply with the terms of all easements and other matters of record that affect the Premises. The leased premises are accepted in "as is" condition and without warranty or representation by Landlord, either express or implied, as to their condition or repair, compliance with law or their suitability for any purpose. In particular TENANT acknowledges that the premises are in need of substantial repair and restoration and TENANT agrees that LANDLORD has no responsibility under this Lease for any repairs or restoration.

3. TERM

The term of this lease shall be for three (3) years, unless sooner terminated as herein provided, commencing on November 1, 2005 and ending on October 31, 2008.

4. RENT

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

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$ 70,687.50</u>	<u>\$5,890.63</u>
<u>2</u>	<u>\$ 70,687.50</u>	<u>\$5,890.63</u>
<u>3</u>	<u>\$ 70,687.50</u>	<u>\$5,890.63</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term. all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate. the following being now so designated: c/o Jeffrey Cohen, 447 Congress Street, Portland ME 04101. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

6. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Fifteen Thousand Eight Hundred Ninety dollars and 63/100 (\$ 15,890.63), which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof. In the event any or all of the said security deposit is used by LANDLORD to satisfy any of TENANT's obligations, TENANT shall immediately replenish the security deposit, the intent being to maintain the security deposit at the foregoing amount throughout the term hereof.

7. RENT ADJUSTMENT

TENANT shall pay to LANDLORD as additional rent hereunder, in accordance with subsection C. of this Section 7 all real estate taxes, betterments, assessments and other charges of any taxing authority which are or may become a lien on the Leased Premises in the event same are unpaid on or attributable to the land and buildings comprising the Leased Premises ("real estate taxes") in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

A. TAXES

B. OPERATING COSTS

TENANT shall be liable and pay for and, if LANDLORD elects to pay for all or any operating expenses shall pay to LANDLORD, as additional rent hereunder in accordance with subsection C. of this Section 7 all operating expenses associated with the Leased Premises. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the improvements (current or future) on the premises and their appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like located outside of the buildings but related thereto and the parcels of land on which they are located (said buildings, appurtenances, exterior areas, and land herein referred to in total as the "Building" or "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity and other utility services and facilities to the Building; (ii) all costs of any insurance carried by LANDLORD related to the Building, including without limit casualty and fire insurance coverage; (iii) all costs for common area cleaning; (iv) all costs of maintaining the Building including the operation, repair and replacement of heating and air conditioning equipment and any other Building equipment or systems, roof repairs and all other repairs, improvements and replacements (including without limitation all structural and all so-called capital repairs, replacements and maintenance) required by law or necessary, in LANDLORD'S reasonable discretion, to keep the Building in a good, well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all costs of parking lot maintenance including sweeping, striping, sealing, paving and re-paving; (vii) all other costs of the management of the Building, including, without limitation property management fees at market rates; and (viii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by LANDLORD ("operating expenses") TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

C. PAYMENTS

At the sole option of LANDLORD, TENANT's payments and satisfaction of its obligations for real estate taxes and operating expenses shall be made as follows: (i) LANDLORD may, at its option, pay the real estate taxes and seek reimbursement from TENANT for amounts paid, such reimbursement to be due within fifteen (15) days of request for reimbursement from LANDLORD to TENANT or bill TENANT directly for same and TENANT shall pay the amount of real estate taxes then due directly to the taxing authority at least five (5) days before they are due (provided TENANT is provided the billing prior to that date). In the event LANDLORD elects to pay real estate taxes, LANDLORD shall provide TENANT with a copy of paid tax bills or other satisfactory evidence of payment, which bills or other evidence of payment shall accompany LANDLORD's request for reimbursement or upon LANDLORD's request, TENANT shall make monthly estimated payments to LANDLORD, as additional rent, of TENANT'S share of real estate taxes for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of LANDLORD'S estimated real estate taxes for the current year; and (ii) with respect to operating expenses and all maintenance obligations set forth in this Lease, the same shall be TENANT's direct obligation to fully perform and pay for in accordance with this Lease, and the cost and expense of such operating expenses (including without limit the aforescribed management fee, if applicable) and maintenance shall be TENANT's direct liability and LANDLORD shall have no obligation to arrange for, perform or pay for any operating expenses or maintenance, repair or replacement; or, in the alternative, in the event TENANT has failed to maintain the Leased Premises as determined in LANDLORD's reasonable discretion, LANDLORD may arrange for some or all common area and building maintenance and management and require that, during each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent, of TENANT'S share of operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of LANDLORD'S estimated operating expenses for the current year. In the event LANDLORD requires TENANT to make estimated payments of operating expenses and/or real estate taxes, after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the actual amount of such real estate taxes and operating expenses, as the case may be. Such statement shall be deemed accurate by TENANT unless LANDLORD receives written objection thereto from TENANT within thirty (30) days of delivery to TENANT of such statement. TENANT shall, within thirty (30) days after such delivery, pay said amount to LANDLORD, as additional rent, less any estimated payments previously made. If the estimated payments previously made exceed the actual amount due, LANDLORD shall, if TENANT is not in default, apply said Overpayment to the next year's monthly real estate tax and operating expense liability of TENANT.

D. ABSOLUTE NET

It is the intention of the parties that, notwithstanding any provision of this Lease to the contrary, the base rent shall be absolutely net to LANDLORD, so that this Lease shall yield to LANDLORD the full amount of base rent specified herein during the term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by TENANT and that TENANT, shall, at its sole cost, expense and risk perform (unless LANDLORD, in its sole discretion and option, chooses to perform maintenance on the Leased Premises and pass such costs on to TENANT pursuant to the terms of this Lease) and pay for all work and undertakings necessary to maintain the Leased Premises in the condition required under this Lease and to operate its business.

8. UTILITIES

TENANT shall Pay, as they become due, all bills for electricity, water, sewer and all other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises, all bills for fuel, and all charges for telephone and other communication systems used at and supplied to the Leased Premises. LANDLORD shall have no obligation to provide utilities or equipment. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the prior written consent of LANDLORD.

9. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purposes of office and retail space and TENANT's use shall always be in full compliance with all legal requirements, zoning and building codes and regulations applicable to the leased premises and TENANT's use.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this lease. (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; and (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building. TENANT agrees to and shall throughout the term observe and comply with (i) all laws, regulations, codes and other legal requirements applicable to the Premises and TENANT's operations; and (ii) reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S prior consent as provided in this lease.

11. MAINTENANCE

TENANT acknowledges by entry thereupon that the Leased Premises are in satisfactory order, repair and condition, and covenants with LANDLORD, in addition to and not in derogation of TENANT'S other maintenance and repair obligations hereunder, during the term and such further time as TENANT holds any part of the Leased Premises, to keep the interior, exterior, structure, roof, systems and grounds of same in good order, repair and condition, damage by fire or unavoidable casualty and reasonable use and wear only excepted, and TENANT shall perform all work and expend all funds necessary for same. TENANT acknowledges and agrees that LANDLORD shall have no obligation to make any improvements, repairs, replacements or alterations, capital or otherwise to the Premises at any time during the term of this Lease. The TENANT'S obligations include without limitation maintenance and repair of the roof, exterior walls and structure and systems of the building of which the leased premises are a part. During the term hereof, the TENANT is responsible for all costs of any kind whatsoever associated with the premises.

12. ALTERATIONS

TENANT shall not make any modifications, improvements, alterations or additions (including without limit, signage), structural or otherwise, to or in any part of the Building or other parts of the leased premises (herein, "Tenant Alterations") without on each occasion obtaining prior written consent of LANDLORD, which, in all cases except far signage, may not be unreasonably withheld or delayed, but which may be reasonably conditioned. In the case of signage whether on the facade or any exterior wall of the building or within any window where visible from the exterior of the building, LANDLORD may in its sole discretion approve or disapprove signage proposed by TENANT. Any and all requests for such consent shall be accompanied by detailed plans and specifications concerning such Tenant Alterations. TENANT shall perform all work related to any Tenant Alterations in strict compliance with all laws, building codes, ordinances and regulations. TENANT shall obtain and maintain all necessary permits and approvals for any such work and for the installation and display of any signage, and TENANT shall at all times comply with all laws, ordinances, orders and requirements of any authority governing the same and comply with all conditions set forth in the LANDLORD's written consent to any Tenant Alterations. Tenant shall use contractors and subcontractors that are approved by Landlord, and shall provide a complete list of all such parties to LANDLORD as part of its plans and specifications, and TENANT shall immediately update such list from time to time during the course of any work upon any change in such list. LANDLORD may in its reasonable discretion impose commercially reasonable conditions on TENANT'S performance of any Tenant Alterations as part of LANDLORD'S consent process, including without limit, the obligation to provide on a periodic basis lien waivers and releases from all contractors and subcontractors and others possessing lien rights during the course of any approved Tenant Alteration project, and LANDLORD shall have the right during the performance of any work related to Tenant Alterations to enter the Premises from time to time to inspect such work and otherwise protect LANDLORD'S interests. TENANT shall not suffer or permit any lien of any nature or description to be placed against the Leased Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority, consent or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the Leased Premises or any portion thereof. TENANT shall provide to LANDLORD financial statements for any proposed subtenant or assignee.

13. ASSIGNMENT AND SUBLEASING

The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which content shall not be unreasonably withheld or delayed. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.

14. SUBORDINATION AND QUIET ENJOYMENT

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, within ten (10) days of written request, promptly execute and deliver such written instruments in form reasonably satisfactory to LANDLORD or such mortgagee as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage and/or an estoppel certificate as to the status of this Lease and related matters. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased Premises. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a subordination agreement and/or estoppel certificate in accordance with this Section within the period set forth herein shall be, at LANDLORD'S option, an event of Default.

15. LANDLORD'S ACCESS

The LANDLORD or agents of the LANDLORD may, except for emergencies and except during fit up upon 72 hours prior notice during the term of this lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any Tenant Alterations, additions or signs not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable pan of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all Injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss or life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease or related to proceedings involving this lease, including without limit removal of liens or disputes arising related to Tenant's Alterations and Tenant's use of and activities on the premises and/or any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, fire, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others. Notwithstanding the foregoing, TENANT shall bear no obligation to Indemnify, hold harmless, and/or defend LANDLORD against any claims or damages, or causes of action for damages, attributable to acts of negligence, willful misconduct, or negligent omission on the part of LANDLORD, its employees, contractors, agents, servants and/or management company. LANDLORD agrees to save TENANT harmless from, and indemnify and defend TENANT against any and all injury, loss, damage, liability (or claims in respect to the foregoing), costs or expenses of whatever nature, including reasonable attorney's fees, to any person, party or entity making a claim, or causing a claim to be made to extent arising from any negligent act or omission of LANDLORD related to the premises or this lease, provided that TENANT notifies LANDLORD promptly of any such claim and as soon as reasonably possible.
17. TENANTS LIABILITY INSURANCE TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with reputable companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.
18. CASUALTY - FIRE EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. If such right to terminate arises prior to Tenant's timely exercise of its right to purchase under the Purchase Option attached hereto, Landlord shall give Tenant written notice of such casualty or eminent domain event giving rise to Landlord's right to terminate, and Tenant may elect to exercise its right to purchase the Premises pursuant to the Option, provided that Tenant's right to exercise the Option may be exercised only by Tenant giving to Landlord a written notice of exercise in compliance with the Option terms within twenty (20) days of receipt of LANDLORD's notice of casualty or eminent domain event giving rise to Landlord's right to terminate this Lease. In connection with such event, if TENANT exercises its Purchase Option within said twenty (20) days and otherwise in accordance with the terms thereof, then TENANT shall be entitled to a credit against the purchase price for any available taking award or insurance proceeds (if and to the extent received and retained by SELLER) up to the full purchase price under the Purchase Option. For example, if the building is destroyed by a fire and the insurance pays \$800,000 and SELLER receives the \$800,000, then BUYER may buy the property for one dollar and SELLER will retain any insurance proceeds in excess of the Option Purchase Price. Alternatively, if the insurance proceeds do not equal or exceed the Option Purchase Price, then BUYER must pay an amount which, when combined with the insurance proceeds actually received by SELLER equals the Option Purchase Price. If TENANT does not exercise its Purchase Option within said twenty (20) days, then the Purchase Option rights will automatically terminate. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority: and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary contained herein, if LANDLORD elects to restore or repair the leased premises, LANDLORD's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the net amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days of written notice from LANDLORD to TENANT thereof: or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within twenty (20) days after written notice thereof. or, if such default cannot be cured with reasonable diligence within said twenty (20) days, and TENANT has commenced cure within said ten (10) days, with such additional number of days (not to exceed 30 additional days) reasonably necessary to cure same: or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law: or
- (d) Any assignment shall be made of TENANT'S or any guarantor's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S or any guarantor's property, or a petition is filed by TENANT or any guarantor under any bankruptcy, insolvency or other debtor relief law; or
- (e) Any guarantor of this lease and/or any of the obligations of TENANT is in breach of its guaranty, whether such guaranty is in force as of the date of this lease or is later provided to Landlord,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Premises to suit any new tenant. In addition to and not in derogation of any and all remedies of LANDLORD hereunder or at law or in equity, if TENANT shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, LANDLORD may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of LANDLORD'S other remedies hereunder, at any time thereafter, cure such default for the account of TENANT, and TENANT agrees to reimburse LANDLORD for any amount paid by LANDLORD in so doing (including without limit reasonable attorneys' fees) as additional rent and save LANDLORD harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor.

20. NOTICE

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1 with a copy to Nathan H. Smith, Esq., Bernstein, Shur, Sawyer & Nelson, at the same address, or at such other address as Landlord may designate by written notice, or at such other address as the LANDLORD may from time to time advise in writing.

21. SURRENDER

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

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in its use or occupancy of the leased premises and/or the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.

23. LIMITATION OF LIABILITY

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

24. LANDLORD DEFAULT

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

25. WAIVER OF RIGHTS; WAIVER OF JURY TRIAL

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT and LANDLORD, EACH FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR ANY OTHER PROCEEDING BROUGHT BY TENANT OR LANDLORD, OR TENANT'S OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE

26. SUCCESSORS AND ASSIGNS

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

27. HOLDOVER

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

28. MISCELLANEOUS

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

29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than CBRE/The Boulos Company ("BROKER") and Fishman Realty ("Buyer's Broker"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission in accordance with separate letter agreement between LANDLORD and Broker. Buyer's Broker shall be paid by BROKER in accordance with their agreement.

30. OTHER PROVISIONS

- A. The Landlord's obligations under this Lease are expressly subject to Landlord's prior approval in its sole discretion of TENANT's and Guarantor's financial statements and past credit history. TENANT agrees to submit to Landlord such information as is reasonably requested by Landlord, including the last two years' federal tax returns. In the event Landlord is not satisfied with such information, Landlord shall have the right to terminate this Lease by written notice to Tenant. In the event such written notice is not provided on or before the Commencement Date of this lease, then this Landlord termination right shall be automatically null and void.
- B. Landlord reserves the right to remove any personal property located in the premises as of the date of this Lease and to remove the "surplus store" sign on the front of the building. These rights shall be exercised by Landlord in such a manner as to not unreasonably interfere with the use and operations of Tenant at the premises.
- C.

See Addendum A, Option to Purchase, attached hereto.

31. ABSOLUTE NET LEASE

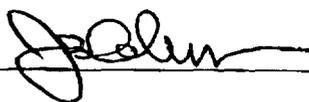
This Lease is intended to be an Absolute Net Lease in every respect, with TENANT responsible for any and all costs of any kind associated with the property. LANDLORD is not responsible for any costs whatsoever.

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 27th day of October, 2005. This Lease shall not be binding upon Landlord unless and until the Tenant, Landlord and any Guarantor has fully executed this Lease and, as to the Guarantor, the attached Guaranty.

LANDLORD:

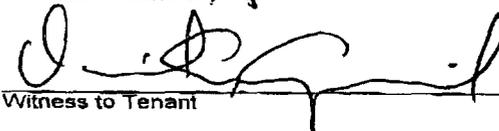
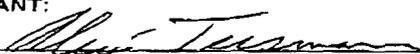
John B. Cohen



Witness to Landlord

TENANT:

Alex Tessmann



Witness to Tenant

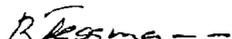
GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, Rowena Tessmann ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action that shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 27th day of October, 2005.

GUARANTOR:

Rowena Tessmann



Witness to Guarantor

ADDENDUM A TO Monument Square Cohen/Tessmann Lease

PURCHASE OPTION

Purchase Option and Closing. During the Term of this Lease, Tenant shall have the right and option on and subject to the terms hereinafter set forth which Landlord hereby grants to Tenant, to purchase the leased premises (herein, the "Premises") for Seven Hundred Twenty-five Thousand Dollars (\$725,000) (the "Purchase Price"). Tenant's said right and option may only be exercised by giving to Landlord a written notice of election to exercise the same at any time prior to the six (6) month period prior to the end of the Term of the lease, and thereafter there shall be no further right to exercise this option to purchase. Time being of the essence. If this Purchase Option is not timely and properly exercised, then it shall automatically terminate, but the foregoing Lease shall continue as set forth therein. Upon the giving of such written notice of election to exercise there shall arise between the parties hereto a binding and bilateral agreement of purchase and sale of the Premises on the terms hereinafter set forth, to be closed and consummated on the date that is SIX (6) MONTHS from the date of the timely and proper notice of exercise (such date hereinafter called the "Closing Date"). The closing shall take place at the offices of Bernstein, Shur, Sawyer and Nelson, 100 Middle Street Portland, Maine, at 10:00 AM on the Closing Date or if the Landlord and Tenant shall mutually agree in advance and in writing, at another time and place.

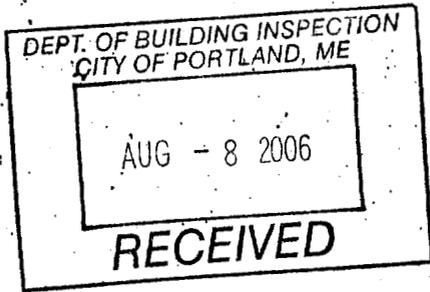
1. Tenant shall at the time of exercise of its option pay to Landlord FIFTY THOUSAND DOLLARS (\$50,000) as a non-refundable deposit (the "Deposit"), which shall be credited to the purchase price at closing, but which shall otherwise be considered to be immediately the property of Landlord and shall be non-refundable in all cases other than the termination of this Purchase Agreement by Tenant due to Landlord's default in its obligation to close hereunder.
2. Title matters. On the Closing Date and against payment of the Purchase Price, Landlord shall convey the Premises to Tenant by good and sufficient quitclaim with covenant deed, conveying good and marketable title thereto, free of liens and mortgages as described more fully below, but subject to the following, which shall not be considered title defects: (i) the Lease and all title matters described in the Lease and/or in the public title records as of the date of the Lease; (ii) zoning regulations and other lawful regulations and laws affecting the Premises; (iii) all title encumbrances or matters created by or suffered by Tenant at any time before closing; (iv) all utility easements that serve and/or benefit the Premises; and (v) all other title matters of record that do not materially adversely affect Tenant's continued use and enjoyment of the Premises as contemplated under the Lease.

Tenant shall at the time of exercise of its option give Landlord written notice of any alleged title defects in the Premises. Any defects not so designated shall be deemed to have been waived by Tenant, other than those defects that arise after the date of such notice. Tenant shall provide Landlord with copies of all title documentation as shall support Tenant's claim that title defects exist. Landlord shall then have sixty (60) days within which to either cure any such title defects (except any mortgages, liens, security interests, attachments and other encumbrances of Landlord, which shall be satisfied as described elsewhere in this Option) or obtain a title insurance commitment (the premium for which will be paid by Tenant) providing Tenant with affirmative coverage over any such defects, which affirmative coverage shall be in form and substance satisfactory to Tenant. If Landlord fails to cure the title defects or to obtain the affirmative title insurance commitment within such 60-day period, then Tenant shall have the option of terminating this Option Agreement and receiving back the Deposit, with neither party having any further obligation hereunder (provided, that the Lease shall continue in full force and effect in the event of such termination), or Tenant may elect to close this transaction notwithstanding such defects as may exist.

Landlord may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any mortgages, liens, security interests, attachments and other encumbrances, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or if said encumbrance is a mortgage with an institutional lender, by making reasonable provision for the procurement of a discharge or depositing sufficient purchase money with an attorney representing Tenant or Tenant's mortgagee bank, if applicable.

3. Closing Prorations. Since it is Tenant's obligation under the Lease to pay all expenses related to the operation and maintenance of the Premises, there shall be no credit or deduction from the Purchase Price for any such expenses at closing, unless Landlord has assumed responsibility for any such item or has otherwise paid any such item, in which case Landlord shall receive proper payment and credit for any such amounts as of the Closing Date. The Maine transfer tax shall be evenly divided between Landlord and Tenant pursuant to Maine Law, and each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal, title and other charges) related to the closing. All title insurance premiums and charges shall be the responsibility of Tenant. Rental and other amounts due from Tenant under the Lease shall be paid to Landlord in full through the Closing Date and it is agreed that the Tenant shall receive no credit or reduction in the Purchase Price by virtue of any amounts of rent or other amounts paid by Tenant pursuant to or in relation to the Lease.
4. Damage, Destruction and Insurance. In the event that after exercise of this purchase option and prior to the closing all improvements which are part of the Premises are destroyed or any portion is damaged by any cause or taken by eminent domain, Tenant may, in its sole discretion, elect to close with no reduction in the purchase price and accept the insurance or condemnation proceeds payable by reason of such damage or destruction (and with, if applicable, a credit for any portion thereof that is actually paid to a lender of Landlord and is not available to Tenant) notwithstanding the same. If Tenant does not elect to so close, the Lease shall continue in accordance with its terms.
5. Default. In the event that Tenant fails to close after option exercise for a reason other than the default of Landlord, Landlord shall have the right and option to employ all available legal and equitable remedies, including, without limitation, termination of this purchase agreement and specific performance. In the event that Landlord fails to close after Tenant's timely and proper exercise of its purchase option for a reason other than the default of Tenant, Tenant shall have as its sole remedies in lieu of all other remedies at law or in equity, the specific right and option to either terminate this purchase agreement and receive a refund of the Deposit or to pursue the equitable remedy of specific performance. In the event the foregoing Lease is terminated prior to exercise by Tenant, this Option shall automatically concurrently terminate.
6. Condition of Premises. Tenant further agrees, acknowledges and represents by exercise of its purchase option that Tenant is entering into this purchase agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this agreement solely in reliance on and as a result of Tenant's own investigation and efforts (including Tenant's inspection of the Premises and such other investigations, examinations and inspections as Tenant has chosen to make or has made). Tenant acknowledges that Tenant as occupant of the Premises has been afforded the opportunity for full and complete investigation, examination and inspection of the Premises. Tenant acknowledges that this paragraph was a negotiated part of this agreement and serves as an essential component of consideration for the same. Tenant acknowledges that the Premises shall be conveyed in their "as is" "where is" Condition and that Landlord does not and shall not as part of this purchase and sale transaction and notwithstanding the contents of the main body of the Lease or any other documentation make any representations or warranties as to the condition of the Premises, including without limit, the physical condition of the Premises and any of their improvements, their suitability for any particular purpose or their compliance with any law, ordinance or regulation (including any Environmental Law or law, regulation or ordinance otherwise relating to environmental matters). Any and all information provided by Landlord or its agents related to the Premises or its condition was provided as a courtesy and should not be relied on as complete or accurate.
7. Miscellaneous. Tenant acknowledges that notwithstanding any other provision herein or in the main body of the Lease, this purchase right and option is not severable from the Lease and as such may not be separately assigned or transferred to any party by Tenant, and any

purported assignment or transfer of this right and option separately from the Lease in violation of this provision shall be void; provided. however, Tenant may at the time of Closing designate another party as the grantee of the deed of conveyance from Landlord.



CITY OF PORTLAND MAINE

389 Congress St., Rm 315

Portland, ME 04101

Tel. - 207-874-8704

Fax - 207-874-8716

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

FROM DESIGNER: H. ALAN MOONEY, P.E.

CRITERION-MOONEY ENGINEER

DATE: August 7, 2006

Job Name: Clapp Building - PHASE I

Address of Construction: 28 Monument Square

THE BOCA NATIONAL BUILDING CODE/1999 Fourteenth EDITION

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

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

Type of Construction MASONRY Bldg. Height 4 STORIES Bldg. Sq. Footage 11,076 sq ft

Seismic Zone Group Class

Roof Snow Load Per Sq. Ft. * Dead Load Per Sq. Ft. *

Basic Wind Speed (mph) * Effective Velocity Pressure Per Sq. Ft. *

Floor Live Load Per Sq. Ft. 100 PSF

Structure has full sprinkler system? Yes No X Alarm System? Yes X No
Sprinkler & Alarm systems must be installed according to BOCA and NFPA Standards with approval from the Portland Fire Department.

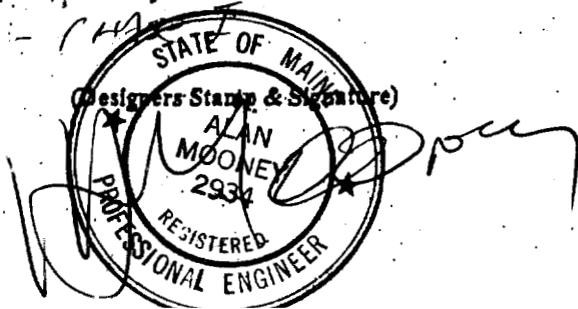
Is structure being considered unlimited area building: Yes No X

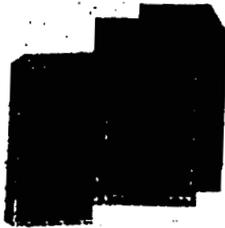
If mixed use, what subsection of 313 is being considered

List Occupant loading for each room or space, designed into this Project.

SEE ATTACHED - PHASE I

PSH 6/07/06





BUILDING CODE CERTIFICATE
 389 Congress St., Rm 315
 Portland, ME 04101

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

FROM: ALAN MOONEY *or*

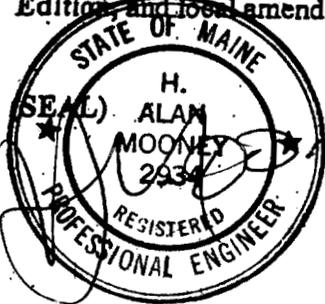
RE: Certificate of Design.

DATE: Aug 8, 2006

These plans and/or specifications covering construction work on:

THE CLAPP BUILDING - PHASE I

Have been designed and drawn up by the undersigned, a Maine registered architect/engineer according to the BOCA National Building Code/1999 Fourteenth Edition, and local amendment:



Signature H. Alan Mooney
 Title PRESIDENT
 Firm CRITERION - MOONEY Eng. ARCHT
 Address 22 Monument Square
Portland

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.



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04 101

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

FROM: H. Alan Mooney, P.E.

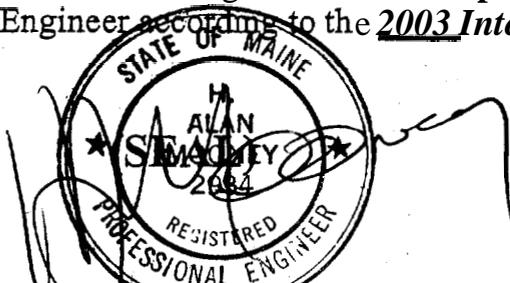
RE: Certificate of Design

DATE: 8.7.06

These plans and/ or specifications covering construction work on:

PHASE I RENOVATIONS - 22 MONUMENT
SQUARE

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: H. Alan Mooney

Title: President

Firm: Criterion-Mooney Eng., Inc.

Address: 22 Monument Square
Portland, ME
04109

FROM DESIGNER: H. ALAN MOONEY, P.E.
 DATE: AUGUST 7, 2006
 Job Name: CLAPP Building - Phase I
 Address of Construction: 28 Main Street

2003 International Building Code

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

Building Code and Year 2003 IBC Use Group Classification(s) Mercantile
 Type of Construction LOAD BEARING MASONRY, STEEL AND

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

Is the Structure mixed use? No if yes, separated or non separated (see Section 302.3) _____

Supervisory alarm system? _____ Geotechnical/Soils report required?(See Section 1802.2) _____

STRUCTURAL DESIGN CALCULATIONS

X _____ submitted for all structural members
 (106.1, 106.1.1)

DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)

Uniformly distributed floor live loads (7603.11, 1607)

Floor Area Use	Loads Shown
<u>FIRST FLOOR</u>	<u>100 PSF</u>
_____	_____
_____	_____
_____	_____
_____	_____

Wind loads (1603.1.4, 1609)

_____ Design option utilized (1609.1.1, 1609.6)
 _____ Basic wind speed (1609.3)
 _____ Building category and wind importance factor, I_w (Table 1604.6, 1609.5)
 _____ Wind exposure category (1609.4)
 _____ Internal pressure coefficient (ASCE 7)
 _____ Component and cladding pressures
 _____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Earthquake design data (1603.1.5, 1614-1623)

_____ Design option utilized (1614.1)
 _____ Seismic use group ("Category") (Table 1604.5, 1616.2)
 _____ Spectral response modification factor, S_D1 (1675.1)
 _____ Site class (1615.1.5)

_____ Live load reduction (1603.1.1, 1607.9, 1607.10)

_____ Roof live loads (1603.1.2, 1607.11)

_____ Roof snow loads (7603.7.3, 1608)

_____ Ground snow load, P_g (1608.2)

_____ 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)

_____ Seismic design category (1616.3)

_____ Basic seismic-force-resisting system (Table 1617.8.2)

_____ Response modification coefficient, R , and deflection amplification factor, C_d (Table 1617.8.2)

_____ Analysis procedure (1616.6, 1617.5)

_____ Design base shear (1617.4, 1617.5.1)

Flood loads (1603.1.6, 1612)

_____ Flood hazard area (1612.3)
 _____ Elevation of structure

other loads

_____ Concentrated loads (1607.4)

_____ Partition loads (1607.5)

_____ Impact loads (1607.6)

_____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610)

X SEE ATTACHED

28 Monument Square
Building Permit Application
Certificate of Design
Supplementary Information

August 8, 2006

Ownership/Tenants:

Building is currently owned by John Cohen. 28 Monument Square LLC and it's managing partner, H. Alan Mooney, P.E., currently have a master lease for the entire building and have entered into an agreement to purchase the building on or before January 31, 2007. 28 Monument Square, with authority from John Cohen, has entered into a lease with Market Vendors LLC to lease the first floor and basement for five years.

Construction phases:

As shown on the drawings, this application is for Phase I, involving only the first floor and basement, to renovate the existing space for use by several market vendors who, collectively, are operating as the Market Vendors LLC. Phase I is expected to be complete by early September 2006.

The building is existing, as build in 1875 and renovated in 1958. The structure is original. The structure has been evaluated for adequacy. The basement floor is a concrete slab in good condition. The first floor is wood framed, supported by load bearing masonry on the sides and a steel beam and column system down the middle. It is in good condition and adequate for the 100PSF live load required for mercantile use.

The rest of the structure has been examined for condition and no serious deterioration or structural distress was noted. There is a sag on the third floor, which is related to the framing around the stairwell. This is stable and will be addressed during phase II of this project.

The roof was in poor condition and is being repaired to correct the worst leaks while preparing for a complete resurfacing as part of phase I.

Since this is an existing building, located between two taller buildings, no other specific structural analysis has been conducted at this time nor is it considered necessary for completion of phase I of this project. As needed, such analysis will be conducted as part of phase II planning which is expected to occur during October through December of this year to prepare for phase II construction during early 2007.



PORTLAND FIRE DEPARTMENT BUILDING PERMIT CHECKLIST

The following information shall be provided to the Portland Fire Department for plan review.

- ✓ 1. Name, address, and telephone number of applicant
- ✓ 2. Name, address, and telephone number of architect
- ✓ 3. Proposed use of structure [NFPA and IBC classification]
- ✓ 4. Square footage of proposed structure [Total and per story]
5. Existing and proposed fire protection of structure
6. Separate plans shall be submitted for
 - a. Suppression system
 - b. Detection system
7. A separate Life Safety Plan shall be submitted to include the following.
 - a. Fire resistance ratings of all means of egress
 - ✓ b. Travel distance from most remote point to exit discharge
 - c. Location of any required fire extinguishers
 - ✓ d. Location of emergency lighting
 - ✓ e. Location of exit signs
 - f. NFPA 101 code summary

✓ 2 SUBMITTED AS OF 2/2/06

Memo

To: Nelle Hanig, City of Portland
From: Alan Mooney
CC: David Verrill
Date: 8/8/2006
Re: 28 Monument Square permits, etc.

Enclosed are the following:

1. Lease/purchase agreement with the Owner, John Cohen, with assignment from Alex Tessman. If there are any questions about this, my attorney, Horace Horton (774-0317) can provide more information.
2. Check for \$31 as balance of sign permit application
3. Check for \$1,320 for building permit application
4. Design certification for Building Permit application
5. Accessibility certification for Building Permit application
6. Certificate of insurance with City as named insured, for Sign Permit application

I am still working on the following:

1. Additional market vendor kiosk information as Mike requested
2. Completion of a few items on the Fire Building Permit checklist. Many of those items, have been submitted, as noted on the enclosed checklist.

As you require other information, please let me know. Thanks for your help!!

