

3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,


Jaimey Caron, Chair
Portland Planning Board 

cc: Alexander Jaegerman, Chief Planner
Kandice Talbot, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
✓ Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File
Jeffrey Monroe, Director Transportation and Waterfront



CITY OF PORTLAND

February 14, 2001

Mr. Peter Macomber
380 Cumberland Avenue
Portland, Maine 04101

RE: 250 Commercial Street – CBL 031 L 034
Change of use

Dear Mr. Macomber:

On February 14, 2001, the Portland Planning Authority granted minor site plan approval for a change of use from commercial fish processing to photography studio and professional office at 250 Commercial Street.

The approval is subject to the following conditions:

That the applicant provides five off-site parking spaces within 100 feet of the subject property as provided by letter from Mr. Parker Poole representing the Proprietors of Union Wharf dated January 11, 2001. The requirement for these parking spaces runs with the approved use and the applicant must receive approval from the City Planning Authority prior to changing the location or reducing the number of parking spaces.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions:

1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one-year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. As no site work is proposed with this application, no site inspection fee or performance guarantee is required. Any future site work, including but not limited to the development of additional on-site parking, would require review and approval by the City Planning Authority.
3. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway

construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

If there are any questions, please contact the Planning Staff.

Sincerely,



Alexander Jaegerman, Chief Planner

cc:

William B. Needelman, Senior Planner
P. Samuel Hoffses, Chief of Building Inspections
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Jay Reynolds, Development Review Coordinator
Nancy Knauber, Associate Engineer
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
✓ Inspections Department
John Lufkin, Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File

Inspection Services
Michael J. Nugent
Manager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

January 25, 2001

Salads Etc.
1 City Center
Portland, Maine 04101

Re: 032-L-002

Certified Mail #70001670000030717755

Dear Sir or Madame,

Please find attached a copy of a prior billing notice that was sent pursuant to our Food Service Inspection Program. Our records show that payment has not been received.

Pursuant to Section 15-8 of the City Licensing Ordinance, this office is referring a recommendation to the City Clerk that your license renewal be denied until all fees due to the City are paid.

Section 15-3 of the Ordinance disallows operation of the business without said license.

This constitutes an appealable decision pursuant to Section 15-9 of the Ordinance. Please feel free to contact me at 874-8700, if you wish to discuss the matter or have any questions.

Sincerely,

Mike Nugent
Manager of Inspection Services

Cc: City Clerk

Inspection Services
Michael J. Nugent
Manager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND SECOND BILLING NOTICE

April 6, 2000

Salads Etc.
1 City Center
Portland, Maine 04101

RE: Salads Etc.
CBL: 032-L-002

Dear Sir/Madam:

The City Council passed the following amendment on May 17, 1999:

Sec 11-37. Inspection Performance Requirements.

All licensed Food Service Establishments shall be inspected annually on forms approved by the State of Maine Dept. of Health Engineering. Establishments which obtain a score between 79 and 84 may be inspected monthly until the establishment has achieved the score of 85 or above. Establishments with a score of 78 or less may be reinspected within 10 days of the original unsatisfactory score. Establishments that score below 78 on two consecutive inspections shall be referred to the City Clerk for action pursuant to Chapter 15; provided, however, the foregoing shall not be construed to be a limitation on the authority of the City to refer violations to the City Clerk for action pursuant to Chapter 15.

Reinspection fee for FSE \$75.00 per Re-inspection

Since that date, the City of Portland Inspection Services Team has inspected the above Food Service Establishment on the following dates with the following results:

9/20/99-83 11/1/99-87

Based on this standard your establishment has been re-inspected **1** time. You now owe the City of Portland **\$ 75 .00** in re-inspection fees. Failure to pay the re-inspection fee will cause this office to notify the City Clerk for action pursuant to Chapter 15. Please feel free to contact me at 874-8700, if you wish to discuss this.

Sincerely,

Mike Nugent
Manager of Inspection Services

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Inspections Office Copy**

20000216
I. D. Number

Peter Macomber
Applicant
388 Cumberland Ave, Portland, ME 04101
Applicant's Mailing Address
SAA
Consultant/Agent
772-1208 761-8227
Applicant or Agent Daytime Telephone, Fax

11/29/00
Application Date
Photo Studio
Project Name/Description
280 - 280 Commercial St, Portland Maine 04101
Address of Proposed Site
031-L-034
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____
 New Building Building Addition Change Of Use Residential
 Proposed Building square Feet or # of Units: 15,000 Acreage of Site: _____ Zoning: wcz

Check Review Required:

- Site Plan (major/minor)
- Flood Hazard
- Zoning Conditional Use (ZBA/PB)
- Subdivision # of lots _____
- Shoreland
- Zoning Variance
- PAD Review
- Historic Preservation
- 14-403 Streets Review
- DEP Local Certification
- Other _____

Fees Paid: Site Plan \$400.00 Subdivision _____ Engineer Review _____ Date: 11/29/00

Inspections Approval Status:

Approved Approved w/Conditions see attached Denied
 Reviewer _____
 Approval Date _____ Approval Expiration _____ Extension to _____
 Condition Compliance Additional Sheets Attached
 signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issued	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	

Defect Guarantee Submitted

submitted date

amount

expiration date

Defect Guarantee Released

date

signature



KeyBank National Association
179 John Robert Road
S. Portland, ME 04106
207-842-1058

October 18, 2000

Mr. Peter D. Macomber
380 Cumberland Avenue
Portland, ME 04101

Dear Mr. Macomber:

KeyBank National Association ("Bank") is pleased to inform you that it has approved the Mortgage requested by Peter D. Macomber ("Borrower") based on the representations made and the information provided by Borrower. We appreciate the opportunity to present this letter to you and welcome any questions you have regarding the loan and the terms set forth below.

BORROWER: *Peter D. Macomber*

AMOUNT: \$ 1,120,000.00

INTEREST RATE: **Variable Interest Rate.** A Variable Interest Rate equal to Wall Street Journal Prime Rate (currently 9.50%). The interest rate will change from time to time contemporaneously with any change in the Index.

TERM: 120 Months

LOAN PAYMENTS: Payments of principal and interest on the Mortgage in the approximate amount of \$10,536.56 are due monthly based on a 20 year amortization with remaining principal and interest due at maturity. (*IF VARIABLE RATE LOAN*) This payment may be changed from time to time to reflect increases or decreases in the variable interest rate. Loan payments will automatically be charged to Borrower's checking account on the due date.

PURPOSE OF LOAN AND USE OF FUNDS: Funds under the Mortgage will be used for:
Approximately \$1,120,000.00 Refinance existing mortgage and renovations

COLLATERAL:

Real Estate - First mortgage on real estate located at: 380 Cumberland Ave, Portland, ME 04101
Other Assets - Assignment of rents and leases

GUARANTYS:

Unlimited corporate guaranty of Macomber, Inc.

INSURANCE REQUIREMENTS: Borrower must maintain hazard, liability and flood insurance (if applicable) with an established insurance company in an amount that covers this loan. The insurance company must be acceptable to the Bank and "KeyBank National Association, its successors and assigns" shall be named in the mortgage loss payable clause with the address of "KeyBank National Association, Attn: OH-01-51-0541, 4910 Tiedeman Road, Brooklyn, OH 44144". Each policy shall provide that it cannot be canceled, reduced or terminated without thirty (30) days written notice to the Bank.



Camden National Bank

P.O. Box 310 • Camden, Maine 04843 • Member FD.I.C.

November 20, 2000

Peter Macomber VIA FAX 761-8227
C/O Macomber Inc.
380 Cumberland Ave.
Portland, ME. 04101

Re: 380 Cumberland Ave. / 250 St., Commercial Properties

Dear Peter:

I am pleased to confirm that Camden National Bank has a great deal of interest in expeditiously providing a mortgage loan(s) of up to \$3,000,000 to refinance the balance of the current loans on the Cumberland Ave. property and to purchase or rent with purchase option the Commercial Street property under the terms you and Dick McGoldrick requested.

The term of the loan(s) would be twenty years. The interest rate would be Wall Street Journal Prime, as it may vary, except that for the first 10 years, the rate would not exceed 8.75%. A prepayment penalty would be required for five years of 1%.

The maximum loan would be 75% of the appraisals. Consolidated debt service coverage would be no less than 1.25 times, measured annually.

Collateral for the loan would be a first mortgage and security agreement on the properties, and assignment of the leases, sub leases, rents, etc. Your personal guaranty would be required.

A master loan agreement would be negotiated setting forth covenants, representations, and warranties. A commitment fee of 1% is required. I would recommend two separate loans.

Please note that while this is not an offer or commitment by Camden National Bank, the Bank is very excited about playing a major role in this project.

Very truly yours,


Richard E. Littlefield
Vice President

c. Dick McGoldrick

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Minor/Minor Site Review for New Detached Single Family Dwelling,
All Purpose Building Permit Application**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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: 250 Commercial St

Total Square Footage of Proposed Structure <u>20,000</u>	Square Footage of Lot
---	-----------------------

Tax Assessor's Chart, Block & Lot Number Chart# <u>031</u> Block# <u>L</u> Lot# <u>031</u>	Owner: <u>MACOMBER INC</u> <u>380 COMMERLAND AVE</u> <u>PORTLAND, ME 04101</u>	Telephone#: <u>772-1208</u>
---	--	-----------------------------

Lessee/Buyer's Name (If Applicable)	Owner's/Purchaser/Lessee Address: <u>SAME AS ABOVE</u>	Cost Of Work: <u>\$11,000.00</u> Fee: <u>\$ 90.00</u>
-------------------------------------	---	--

Current use: OFFICE / WAREHOUSE / FISH PROCESSING Proposed OFFICE, PHOTO STUDIO, STORAGE
use: _____

Project description: REMOVE NON STRUCTURAL INTERIOR WALLS

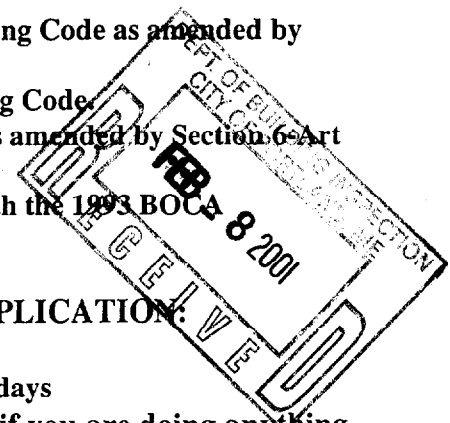
Contractor's Name, Address & Telephone <u>HARDY POND CONSTRUCTION</u> <u>45 BRIDGTON RD</u> <u>WESTBROOK, ME 04092</u>	Call them. xx main	Rec'd By: <u>[Signature]</u>
---	--------------------	------------------------------

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 B.O.C.A. Mechanical Code.

YOU MUST INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- A Copy of Your Deed or Purchase and Sale Agreement if purchased in the last 365 days
- A Plot Plan (Sample Attached) ON PAPER NO LARGER THAN 11" x 17" if you are doing anything other than interior rehab work.



THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

A PLOT PLAN INCLUDES THE FOLLOWING:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation (based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

A "minor/minor" site plan review is required for New Single Family Homes Only. The Site plan must be prepared and sealed by a registered land surveyor. FOUR COMPLETE PACKETS OF ALL SUBMISSIONS ARE REQUIRED FOR NEW SINGLE FAMILY HOMES SHOWING CONSTRUCTION AND SITE DETAILS ON 32" x 48". ALONG WITH ONE SET ON PAPER NO LARGER THAN 11" X 17".

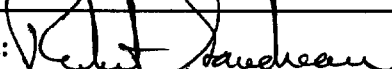
ON ALL OTHER BUILDING PERMIT SUBMISSIONS ONE SET OF SUBMISSIONS IS REQUIRED ON 11' X 17" AND ONE SETS ON 32" X 48" with the below stated details. (Sample Attached) Please note that single family additions and alterations may be hand drawn on regular paper, however the below details will still apply.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and damp proofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: 	Date: 2/8/01
---	--------------

Minor/Minor Site Review Fee: \$300.00/Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED

BUILDING PERMIT REPORT

DATE: 10 February 2001 ADDRESS: 250 Commercial ST. CBL: 031-L-034

REASON FOR PERMIT: Interior renovations

BUILDING OWNER: Macomber Inc.

PERMIT APPLICANT: CONTRACTOR Hardy and Const

USE GROUP: B/S2 CONSTRUCTION TYPE: 2-C CONSTRUCTION COST: 11,000.00 PERMIT FEES: 900.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: *1, *11, *12, *17, *20, *23, *27, *29, *30, *32, *34, *37, *31

- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
*11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
*17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

2/9/01

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)

21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.

22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.

*23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)

24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".

25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.

26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).

*27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.

28. All requirements must be met before a final Certificate of Occupancy is issued.

*29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).

*30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)

31. Please read and implement the attached Land Use Zoning report requirements.

Separate permits are required for Any New Signage

*32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.

33. Bridging shall comply with Section 2305.16.

*34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)

35. All flashing shall comply with Section 1406.3.10.

36. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).

*37. ~~This permit does not authorize the removal of any load bearing walls.~~

38. ~~All requirements on the attached site plan/development review sheets shall be met.~~

[Signature]
P. [Name], Building Inspector

Cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator

Michael Nugent, Inspection Service Manager

PSH 10/100

**This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.

***THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)

****ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.

*****CERTIFICATE OF OCCUPANCY FEE \$50.00

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Inspections Office Copy**

20000216

I. D. Number

Peter Macomber
Applicant
380 Cumberland Ave, Portland, ME 04101
Applicant's Mailing Address
SAA
Consultant/Agent
772-1208 761-8227
Applicant or Agent Daytime Telephone, Fax

11/29/2000
Application Date
Commercial St - 250
Project Name/Description
250 - 250 Commercial St, Portland Maine 04101
Address of Proposed Site
031-L-034
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **business photo studio**
 New Building Building Addition Change Of Use Residential

Proposed Building square Feet or # of Units 15,000 Acreage of Site wcz Zoning

Check Review Required:

- Site Plan (major/minor)
- Flood Hazard
- Zoning Conditional Use (ZBA/PB)
- Subdivision # of lots _____
- Shoreland
- Zoning Variance
- PAD Review
- Historic Preservation
- 14-403 Streets Review
- DEP Local Certification
- Other _____

Fees Paid: Site Plan \$400.00 Subdivision _____ Engineer Review \$0.00 Date: 11/29/2000

Inspections Approval Status:

Reviewer Marge Schmuckal

- Approved
- Approved w/Conditions see attached
- Denied

Approval Date 02/14/2001 Approval Expiration _____ Extension to _____
 Condition Compliance *MES* signature *2/15/01* date Additional Sheets Attached

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

- Performance Guarantee Accepted _____ date _____ amount _____ expiration date
- Inspection Fee Paid _____ date _____ amount _____
- Building Permit Issued _____ date _____
- Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
- Temporary Certificate of Occupancy _____ date _____ Conditions (See Attached) _____ expiration date
- Final Inspection _____ date _____ signature _____
- Certificate Of Occupancy _____ date _____
- Performance Guarantee Released _____ date _____ signature _____
- Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date

**City of Portland
Inspection Services Division
Demolition Call List**

Site Address: 250 Commercial St Owner: Macomber Inc
 Structure Type: EXISTING BRICK & BLOCK Contractor: HARDYPORE CONST.

<u>UTILITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
Central Maine Power	1-800-750-4000	
NYNEX	878-7000	
Northern Utilities	797-8002 X6241	
Portland Water District	761-8310	
Public Cable Co.	775-3431 X257	
Dig Safe***	1-888-344-7233	

*** (After call, there is a wait of 72 bus hrs before digging can begin)

<u>CITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DPW/Sewer Division(J.DiPaolo)	874-8300 X8467	
DPW/Traffic Division(K.Doughty)	874-8300 X8437	
DPW/Forestry Division(J.Tarling)	874-8300 X8389	
DPW/Sealed Drain Permit(C.Merritt)	874-8300 X8822	
Building Inspections(insp required)	874-8300 X8703	
Historic Preservation	874-8300 X8726	
Fire Dispatcher	874-8300 X8676	

ALL INTERIOR WALL PARTITIONS

Written Notice to Adjoining Owners

<u>ASBESTOS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DEP - Environmental (Augusta)	287-2651 (Ed Antz)	

U.S. EPA Region 1 - No phone call required. Just mail copy of State notification to:
 Demo/Reno Clerk
 US EPA Region I (SEA)
 JFK Federal Building
 Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above.

SIGNED: [Signature] DATE: 2/3/01
HARDYPORE CONST.

250 Commercial

12/6^a 7/00

WC7 - Macomber - Photo Studio

Permitted Uses 14-314(2) pg 336 - commercial uses
 Above the ground floor level -
 in buildings in existence on Jan. 4, 1993 -
 Does not exceed 50% of the total floor area of Bldg
 allows - Prof., business, general offices
 allows - Business Service est.

Above 1st floor

14-314(3) pg 337 industrial uses above 1st floor -
 refers to I-M

→ 14-315(5) - in any Area of a building existing on
 1/4/1993 & located within 35' of the southerly edge
 (1) business use - service establishments
 (advertis^{ing})
 Not one of the prohibited uses

off street parking - ^{req} at 50% of req. # of spaces for
 specific uses as otherwise provided
 in Division 20
 out door storage req -

off street loading - there is an existing
 loading dock (2)

20000216

Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

NOTE**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.

PETER MACOMBER
380 CUMBERLAND AVE.
PORTLAND, ME 04101

11/20/00
Application Date
Photo Studio

Applicant's Mailing Address
207 772-1208 / 761-8227 FAX

Project Name/Description
250 COMMERCIAL ST
Address Of Proposed Site
031-L-034

Applicant/Agent Daytime telephone and FAX
Proposed Development (Check all that apply) New Building Building Addition Change of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Other(Specify) Photo Studio

Assessor's Reference, Chart#, Block, Lot#

Proposed Building Square Footage and /or # of Units 15,000 SF Acreage of Site WC2 Zoning

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.

(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if an approval for the proposed project or use 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 approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: [Signature] Date: 11-20-00

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Inspections Office Copy**

20000216

I. D. Number

Peter Macomber

Applicant

380 Cumberland Ave, Portland, ME 04101

Applicant's Mailing Address

SAA

Consultant/Agent

772-1208 781-8227

Applicant or Agent Daytime Telephone, Fax

11/29/2000

Application Date

Commercial St 250

Project Name/Description

250 - 250 Commercial St, Portland Maine 04101

Address of Proposed Site

031-L-034

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) business photo studio
 New Building Building Addition Change Of Use Residential

Proposed Building square Feet or # of Units 15,000 Acreage of Site WCZ Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Plan \$400.00 Subdivision _____ Engineer Review _____ Date: 11/29/2000

Inspections Approval Status:

Reviewer _____

Approved Approved w/Conditions see attached Denied
 Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issued	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date

20000216

Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto

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PETER MACOMBER
380 CUMBERLAND AVE.
Applicant
PORTLAND, ME 04101
Applicant's Mailing Address

11/20/00
Application Date
Photo Studio
Project Name/Description

207 772-1208 / 761-8227 FAX
Applicant/Agent Daytime telephone and FAX

250 COMMERCIAL ST
Address Of Proposed Site
031-L-034
Assessor's Reference, Chart#, Block, Lot#

Proposed Development (Check all that apply) New Building Building Addition Change of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Other(Specify) Photo Studio

15,000 SF Proposed Building Square Footage and /or # of Units WC2 Zoning
15,000 SF Acreage of Site

You must include the following with you application:

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- 2) 7 sets of Site Plan packages containing the information in checklist.

(Section 14-522 of the Zoning Ordinance outlines the procedure, photocopies are \$ 0.25 per page)

Applied for A
minor site plan
Site plan fees
view at the
Dale N. HAS

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/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if an approval for the proposed project or use 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 approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: [Signature] Date: 11-20-00

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.

(250 Commercial)

Peter McComber
17 full time

10/20/00

- SARAH -
25 seasonally -

4 Beam - layout. No

large Storage

photography shoots

- digi

380 Cumberland -

taking over the
entire Bldg -

Nov. 28^B Planning Bd meet

ED Gardner 125^B West
West 3.00

macomber INC
380 Cumberland Ave
Portland
Maine 04101

Marge Schmuckal
Zoning Administrator
City of Portland
389 Congress Street
Portland, ME 04101

received
12/19/06

December 13, 2000

Dear Ms. Schmuckal,

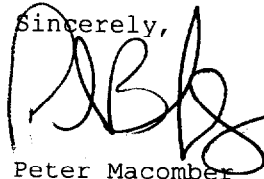
I'm writing at the suggestion of Lee Urban to assure you that the building at 250 Commercial Street, which I am acquiring, is within 35 feet of the southern edge of Commercial Street.

In addition, the enclosed letter from Karen Rich should satisfy the requirement that this property has been actively marketed for over 12 months to the waterfront/fishing related community with no success. The relocation of my business to this facility will not displace any waterfront related business as the only occupant of this building (the present owner) is relocating to a new facility on the Portland Fishing Pier, which I understand is being partially financed with City of Portland funds.

My acquisition of this building is part of a significant transaction involving CommTel, which is leasing my building on Cumberland Avenue and investing several million dollars in infrastructure to provide secure, 24/7 access and data storage facilities for the New England business community.

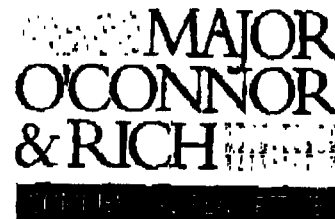
Please let me know if I can answer any other questions.

Sincerely,



Peter Macomber

207 772 1208
FAX 207 761 8227



December 13, 2000

Ms. Tina DiPietrantonio
Commercial Properties
Silver Street
Portland, Maine 04101

RE: 250 COMMERCIAL STREET, PORTLAND, MAINE

Dear Tina:

It was a pleasure working with you with regards to Peter Macomber's recent lease and purchase of 250 Commercial Street, Portland, Maine. I am confident that that property will be an ideal location for his commercial photography studio and related uses.

Please be aware that I had listed and marketed that property for over one year and had not secured a tenant or buyer nor even received any interest from a waterfront/fishing related use for that property. It is my belief that a seafood related use is better suited for locating on the Fish Pier or further down any of the working wharves. The location directly on Commercial Street lends itself more for retail/office type uses. If I can be of any assistance in the future, please do not hesitate to let me know.

Sincerely,

Karen L. Rich



Individual Member

148 MIDDLE STREET
PORTLAND, MAINE 04101
OFFICE (207) 773-5000
FAX (207) 773-4742

From: Marge Schmuckal
To: William Needleman
Subject: 250 Commercial St - LL Bean studio shoot

Bill, using the square footage given for this project, I determined the parking requirements. It is less than what is shown in their proposal. The WCZ zone states that the parking requirements shall be determined at 50% of that outlined in section 14-332.

There is 15,261 sq ft of business, mftg, & industrial space. At one space per 2000 sq. ft. it would require 8 spaces.

There is 3,390 sq. ft. of office space. At one space per 800 sq. ft., it would require ^{4.5} 4 spaces.

A total of 12 parking spaces is required for this property. Presently ^{7 shown} ~~8~~ spaces are shown on site. For zoning purposed, only ~~1~~ off-site leases would be required to be shown.

CC: PENNY LITTELL; Sarah Hopkins
5 → Bill Needleman has the parking leases for next door

250 Commercial

Peta McComber

Category	Change of use		Change
	Existing	Planned	
Seafood processing	8345	0	8345
Storage	4405	3546	859
Circulation	933	1297	364
Shipping & receiving	1127	975	152
Employee rooms	812	812	0
Office	2408	2578	170
Plant/mechanical	870	870	0
Photo studios	-	8573	-
Totals	18900	18651	9890

Parking req

14-332

(12) business, manufacturing & industrial bldg (no retail) 3,000^{sq}
 Normally 1 space per 1,000^{sq} - WCZ 1 spc per 2,000^{sq}

(10) offices; 1 for each 400^{sq} normally - WCZ 1 spc per 800^{sq}

(12) 3,312^{sq} change of use studios
 2578^{sq} STORAGE
 3546^{sq}
 1297^{sq} Circulation
 975^{sq} Ship/Rec.
 870^{sq} Plant/mec.

15,261 ÷ 2000^{sq} = 7.631 or
 8 SPACES

(10) 812^{sq} Employ Rm
 2578^{sq}
 3390 ÷ 800 =
 4.2375
 ^ 4 spc

8
 4
 12 SPACES

15,261
 8,475
 23,736
 24,122

COPY

LEASE AGREEMENT AND
CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement is made this 16th day of October, 2000, by and between **GERALD C. KNECHT**, an individual with a mailing address of 250 Commercial Street, Portland, Maine 04101 (hereinafter called "Landlord" or "Seller") and **PETER MACOMBER**, an individual with a mailing address of 88 Fessenden Street, Portland, Maine (hereinafter referred to as "Tenant" or "Buyer").

WITNESSETH:

WHEREAS, Seller owns certain property located at 250 Commercial Street in Portland, Maine more particularly described in a deed to Gerald C. Knecht dated 12/28/88, and recorded in the Cumberland County Registry of Deeds in Book 8607, Page 31 (hereinafter referred to as the "Property" or the "Leased Premises"); and

WHEREAS, Buyer wishes to lease and ultimately purchase the Property; and

WHEREAS, the Parties wish to set forth their agreement in writing;

NOW, THEREFORE, in consideration of the above stated recitals and of the mutual agreements, obligations and undertakings hereinafter set forth, the Parties agree as follows:

SECTION I
Lease Agreement

1.1 **Term.** Landlord leases the Property to the Tenant for a term of twenty-four (24) Months commencing at 12:01 a.m. on the earlier to occur of the day following the date on which Tenant provides Landlord with a written waiver of all of the contingencies contained in Section II, Paragraphs 4 and 15 hereof, or the date which is forty-five (45) days following the execution of this Agreement (which date as so determined shall hereinafter be referred to as the "Commencement Date"), and ending at 12:00 p.m. midnight on the date which is twenty-four (24) months following the Commencement Date.

1.2 **Base Rent.** During the term of this Lease, Tenant shall pay rent to the Landlord, in advance, on the first day of each month throughout the term of this Lease, commencing on the commencement Date (and prorated for that month if necessary) as follows:

delivery, pay the such Expenses to the Landlord as Additional Rent, less any estimated payments. If the estimated payments exceed the expenses, then the excess shall be applied to the next year's monthly payment(s) for estimated Operating Expenses.

(c) Taxes. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the property taxes assessed or levied against the Property for the current tax year multiplied by such amount to be apportioned for any fraction of a tax year in which the Commencement Date falls or the term of this lease ends. During each lease year, Tenant shall make monthly estimated payment to Landlord as Additional Rent for such taxes for the then current lease year. Said estimated monthly payments shall be made along with the Base Rent Payments and shall be equal to one-twelfth (1/12th) of such taxes as estimated by Landlord for the current lease year. Tenant shall commence making such estimated payments with the first Base Rental Payment called for hereunder. After the end of each lease year, Landlord shall deliver to Tenant a statement showing the amount of such taxes. The Tenant shall, within thirty (30) days after such delivery pay such taxes to Landlord as Additional Rent, less any estimated payments. If the estimated payments exceed the taxes, then the excess shall be applied to the next year's monthly payments for estimated taxes.

Taxes assessed and levied against the real estate shall mean all real estate taxes, betterments, assessments (special or general, ordinary or extraordinary), including, without limitation, so-called improvement district assessments, water and sewer taxes, and any other charges made by public authority which upon assessment or upon failure of payment become a lien upon the building of which the premises are a part of the personal liability of Landlord.

In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, or any tax of like nature specifically measured as a percentage of, or fraction of, or other factors based upon the rent payable hereunder (whether in lieu of, or in addition to, real estate taxes) then such amount shall be treated as real estate taxes hereunder. In addition, in the event Landlord is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes, then such amounts shall be treated as real estate taxes hereunder; provided, however, that this sentence shall not be interpreted as meaning that Tenant has any responsibility to pay, in part or in whole, any of (or any increases in) Landlord's income taxes to any taxing authority except as the same are assessed and levied in lieu of real estate taxes.

In the event that such taxes are abated, reduced or refunded for any fiscal year in which Tenant paid the taxes, an equitable refund of such charge shall be made to reflect Tenant's pro rata share of such reduction less all costs incurred by Landlord in securing the same, but the pendency of any application or other proceeding relating to any such

abatement, reduction or refund shall not delay the computation and payment by Tenant of its share of any taxes due.

1.4 Late Fee. 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 on the due date. The late charge shall be five percent (5%) of the amount due Landlord for such month; and, in addition, if any installment of base rent, supplemental and additional rent, or other fees or charges remains unpaid for ten (10) days after the due date thereof, Tenant shall thereupon also pay Landlord interest thereon from the due date until paid in full at an interest rate equal to the lesser of eighteen percent (18%) per annum or the highest applicable rate permitted by law.

2. Rent to be Net to Landlord.

It is the intention of the parties that the rent payable hereunder shall be net to the Landlord so that this Lease shall yield to Landlord the net annual 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 the Tenant except as otherwise provided herein.

3. Security Deposit.

There shall be no Security Deposit for the Lease portion of this Agreement.

4. Additional Covenants of Tenant.

4.1 Tenant shall pay when and as the same become due and payable all personal property taxes assessed against the Tenant's furnishings, equipment, personal property of every kind and inventory.

4.2 Tenant shall at its own cost and expense maintain insurance on its furnishings, equipment, inventory and other personal property located in and on the Lease Property.

4.3 Tenant shall maintain throughout the term of this Lease or any extension thereof, a policy or policies of general liability insurance under which Landlord and Tenant are named as insured, indemnifying the Landlord, the Tenant and any mortgagees against all claims and demands for any personal injuries to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred upon the Leased Premises or the sidewalks or ways adjoining the same in amounts not less than

\$1,000,000.00 (One Million Dollars) for injury to or death of one or more persons in any single accident and for not less than \$250,000.00 (Two Hundred and Fifty Thousand Dollars) for damages to or destruction or loss of property, or, at Tenant's option, \$1,000,000.00 (One Million Dollars) combined single limit. Such insurance policy(s) shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice.

4.4. Tenant shall keep and maintain the Leased Premises including the interior and exterior of the building and the utilities in good rentable order and condition, subject to fire or unavoidable casualty, reasonable wear and tear excluded. Any trash, garbage or other refuse, including but not limited to the refuse from the operation of Tenant's business, shall be kept in a trash container and furthermore shall be kept in a neat and orderly manner.

4.5 Tenant shall neither commit nor permit waste upon the Leased Premises nor permit any person to use the Leased Premises or Tenant's furnishings or any portion thereof for any illegal purposes.

4.6 Tenant hereby agrees to save and keep the Landlord harmless and indemnified against and from the claims, actions, damages, liability and expenses (including attorney's fees) of any persons, including without limiting the generality of the foregoing, employees, sublessees (if permitted under the terms of this Lease), agents, and invitees of the Tenant, on account of any injury to, or death of, persons and damage to or destruction of property occurring on or about the Leased Premises, or arising from or out of the use, occupancy, operation or possession of the Leased Premises by the Tenant except as caused by negligence of the Landlord, his agents or employees.

4.7 Tenant shall not underlet the Leased Premises or any part thereof or assign this Lease or grant to any person the right to carry on business on the Leased Premises or any part thereof, except with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In the event that Tenant so underlets the Leased Premises, Tenant shall remain liable to Landlord for all its obligations hereunder and Tenant shall payover to Landlord on a monthly basis any excess of the rent payable by such SubTenant or Assignee over the rent called for hereunder. No other provision of this Lease shall be deemed to waive this provision. Notwithstanding the foregoing, Tenant may sublet the Premises or assign this Lease to any entity wholly owned by Tenant, provided that in such event Tenant shall remain liable hereunder.

4.8 Tenant agrees to conform with all state and municipal laws and ordinances affecting the use of the Leased Premises and promptly comply with (and execute all applications and other documents required for such compliance), at its own cost and expenses, all laws, rules, orders, ordinances and regulations of any public authority and of

the National Board of Fire Underwriters, having jurisdiction which shall impose any duty upon the Landlord or the Tenant with respect to and by reason of the nature of the use by the Tenant or any person claiming under it of the Leased Premises.

4.9 Upon the expiration of this Lease, or on the expiration of its occupancy of the Leased Premises, the Tenant agrees to peaceably yield up unto the Landlord all and singular the Leased Premises in good order, repair and condition as the same may be at the commencement date or may be put in thereafter, excepting reasonable wear and tear.

4.10 Notwithstanding any provisions in this Lease to the contrary, the Tenant's inventory, equipment, furniture, and all merchandise, supplies, effects and other property of every kind, type, nature and description of the Tenant and of all persons claiming by, through or under the Tenant, except as herein otherwise provided, which may be on the Leased Premises during the continuance of this Lease or any occupancy by the Tenant thereof, shall be at the sole risk and hazard of the Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipe or pipes, by theft or from any other cause, except the willful act of the Landlord, his agents, or employees, no part of said loss or damage is to be charged to or be borne by the Landlord, and Tenant hereby agrees to forever hold Landlord harmless from and to indemnify Landlord against any and all loss, cost, debt, claim, damage, judgment and expense suffered or incurred by Tenant in connection therewith.

4.11 That it shall be lawful for the Landlord and those having their estate in the premises, their agents and servants, at all reasonable times, with reasonable advance notice except in an emergency and without interfering with the operation of the business being conducted upon the Leased Premises, to enter in and upon said premises to examine the conditions thereof.

4.12 That any trade fixture, equipment and other property installed in or attached to the Leased Premises by and at the expense of the Tenant, shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right at any time from time to time prior to the expiration of this Lease or within a reasonable time thereafter to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Leased Premises. The Tenant agrees to repair any damage to the Leased Premises caused by the removal of any such property and to leave said property in a clean and neat condition, subject to reasonable wear and tear.

4.13 Tenant has inspected the Leased Premises and accepts same in its present condition.

5. Alterations and Additions.

Tenant shall not make any additions, alterations, or improvements in or upon the Leased Premises, without on each such occasion obtaining the prior written consent of the Landlord which consent shall not be unreasonably withheld. All of such improvements, additions, repairs or alterations, shall belong to the Landlord, remain on and be surrendered with the Leased Premises on the expiration or termination of the term hereof. In the event that the purchase by Tenant of the Property as contemplated in Section II hereof does not occur for any reason, Tenant shall have no claim, either in law or in equity for the cost or value of such alterations and any such claims are hereby waived and released by Tenant. As to any alterations consented to by Landlord in writing, the following conditions shall apply:

5.1 The work shall be performed in a first class workmanlike manner, using first class material and in conformity with all applicable laws, ordinances and regulations of all municipal or other governmental departments or authorities having jurisdiction thereof, and the local Board of Fire Underwriters.

5.2 The Leased Premises will be kept free of all mechanics' and labor claims and liens, and Tenant hereby agrees to indemnify Landlord for any expenses incurred (including reasonable attorneys' fees) as a result of a breach by tenant of this sub-paragraph.

5.3 The Tenant agrees to indemnify and forever save the Landlord harmless from all costs and expenses (including reasonable attorneys' fees) and claims from all injury to and death of persons and damage to or destruction of property arising out of or caused by such work.

5.4 Notwithstanding any provision of this Agreement to the contrary, during the term of the Lease, Tenant shall, provided that he is not otherwise in default hereunder, be entitled to undertake substantial reconstruction and rehabilitation of the Property to a professional office and retail use. Prior to the initiation and at all times during the course of construction, Tenant shall meet the following conditions in a manner satisfactory to Landlord:

(i) Tenant shall employ, on a fixed price contract, a contractor capable, in Landlord's reasonable judgment, of performing such construction in a first class workmanlike manner;

(ii) Tenant shall, prior to initiation of construction, submit the plans and specifications for the construction to Landlord for Landlord's review and obtain Landlord's approval in Landlord's reasonable discretion. Thereafter, unless

otherwise agreed to by Landlord in writing, all construction shall be completed in accordance with such plans and specifications; and

(iii) Tenant shall, prior to initiating construction, post with Landlord, payment and performance bonds sufficient in Landlord's sole discretion, to assure Landlord that such construction shall be completed in accordance with Tenant's plans and specifications and that all costs associated with such construction shall be fully paid without risk to Landlord. Such bonds shall be issued by a bonding company acceptable to Landlord in Landlord's reasonable discretion. Tenant shall be entitled to substitute a Letter of Credit for the bond(s) called for hereunder provided that Landlord determines, in his sole discretion and for any reason, that such substitution provides Landlord the same or greater protections as the bond(s).

6. Occupancy by North Atlantic, Inc.

The parties acknowledge that Landlord's corporation, North Atlantic, Inc. currently occupies approximately 3,000 square feet at the Property. North Atlantic, Inc. shall at no cost to it, be entitled to continue occupying such portion of the Property for a term expiring one hundred eighty (180) days after the Commencement Date. During such term, however, North Atlantic, Inc. shall (i) be responsible for the cost of utilities related to its use of its portion of the Property, and (ii) maintain a Comprehensive General Liability Policy and Business Personal Property Insurance providing liability insurance related to its use and occupancy of the Property.

7. Use of Premises

Except for the continued use by North Atlantic, Inc., as set forth in Section 1, Paragraph 6 above, Tenant agrees that the Leased Premises shall, during the term of this Lease, be used and occupied only for a retail or office use and purpose. Tenant shall restrict the use of the Leased Premises to such purposes and shall not use or permit use of the Leased Premises for any other purpose without the written consent of Landlord.

8. Waiver of Subrogation.

Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims that their respective insurance companies shall have, and such insurance companies

shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this paragraph shall be deemed to modify or otherwise effect releases elsewhere herein contained of either party for claims.

9. Covenants of Landlord.

Landlord covenants with Tenant as follows:

9.1 Tenant shall have the right to place a sign upon the property of the Landlord at a place approved by the Landlord. Such sign shall be of a size and type also approved by the Landlord. The approval of the Landlord shall not be unreasonably withheld. The parties agree that Tenant shall be entitled to use the existing sign box currently located above the Premises provided that the former tenant does not remove the sign.

9.2 Landlord agrees that it will maintain throughout the term of this Lease or any extension thereof a policy or policies insuring the building at the Property against damage or loss by fire and other casualties in an amount equal to the full insurable value thereof the cost of which shall be deemed an Operating Expense pursuant to Section 1.3(a).

10. Condemnation.

(a) If at any time during the term of this Lease the whole or any part of the Leased Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by private sale in lieu thereof the Landlord shall be entitled to and shall receive any and all awards that may be made in any such proceeding unless and until Tenant pays to Landlord the purchase price set forth in Section II, Paragraph 3 below; and the Tenant hereby assigns and transfers to the Landlord and to any mortgagee as his interest may appear any and all such awards that may be made to Tenant.

It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures of Tenant, and any damages for expenses awarded separately to Tenant; provided, however, that any proceeding instituted by the Tenant to recover the same shall not interfere with any proceeding of the Landlord to recover for such taking.

(b) If such proceedings shall result in the taking of the whole or substantially all of the Leased Premises, this Lease and Purchase Agreement shall be rendered void and the term hereof shall terminate and expire on the date of such taking, and the net rent, additional rent, and other sums or charges provided in this Lease to be paid by Tenant shall be apportioned and paid to the date of such taking.

(c) If less than the whole or less than substantially all of the Leased Premises shall be taken in such proceedings, this Lease and Purchase Agreement shall terminate only as to the portion of the Leased Premises so taken, and this Lease and Purchase Agreement shall continue for the balance of its term as to the part of the Leased Premises remaining with a proportionate abatement of rent (in the proportion that the remaining portion bears to the Leased Premises and the obligation to Purchaser contained in Section II below shall continue, provided that Tenant shall receive a credit against the Purchase Price equal to the net amount received by Landlord as a result of such taking). The term shall remain unaffected and the other charges shall be appropriately adjusted.

(d) For the purposes of this Article, substantially all of the Leased Premises shall be deemed to have been taken if the portion of the Leased Premises not so taken does not constitute a complete plot and structure usable by the Tenant as an entity for the proper conduct of its business.

11. Damage or Destruction by Fire or Casualty.

Risk of loss by fire or casualty during the Lease term shall be on Tenant. Therefore, in case the Leased Premises or any substantial part thereof during the said term be destroyed or damaged by fire or other casualty during the term of this Agreement (including its agreement to purchase), Tenant's obligations under this Agreement shall be unaffected.

12. Subordination and Estoppel.

(a) Tenant agrees at the request of Landlord to subordinate this Agreement to any mortgage currently existing upon the premises and any future mortgage on the premises provided that the mortgage amount does not increase over the amount of mortgages existing at the time the subordination is requested and, if required by the mortgagee, to agree to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Agreement without the mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb the Tenant in its possession of the premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the premises under the terms and conditions of this Lease, and

Tenant agrees to recognize such holder or any other person acquiring title to the premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

(b) The Tenant shall, within three days after request in person or within five days after request by mail, furnish to Landlord a written statement, duly acknowledged, setting forth the rental amounts due under this Lease, the terms of payment and expiration date or renewal option of the Lease, the date to which rent has been paid, an acknowledgment that rent has not been prepaid, whether any offset or defenses exist against the rent due, and if any are alleged to exist, the nature thereof shall be set forth in detail, and any other information reasonably requested in connection with this Lease. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement in accordance with the provisions of this paragraph within the period set forth shall constitute acknowledgment by Tenant, which may be relied upon by Landlord and third parties that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the base rent and additional rent due under this Lease have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statements, a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an event of default.

13. Events of Default.

(a) If the Tenant shall default in the payment of the rent reserved herein or any installment thereof as it becomes due, and if such default shall continue for ten (10) days; or

(b) If the Tenant shall default in the due performance or observance of any other of the agreements or conditions herein on the part of the Tenant to be performed or observed and any such default shall continue for a period of ten (10) days after the delivery of written notice thereof to the Tenant by the Landlord specifying such defaults; or

(c) If an assignment shall be made by the Tenant of the Tenant's property for the benefit of its creditors, except that an assignment by Tenant of Tenant's property as collateral for an ongoing loan transaction under the terms of which Tenant is not in default shall not be considered a default under this Article; or

(d) If Tenant shall admit in writing its inability to pay its debts generally as they become due; or

(e) If the Tenant's leasehold interest shall be taken on execution; or

(f) If Tenant shall consent to the appointment of a receiver of itself or the whole or a substantial part of its property; or

(g) If a petition is filed by the Tenant for its adjudication as a bankrupt, or for reorganization or an arrangement under any provisions of the Bankruptcy Code as now or hereafter in force and effect, or any involuntary petition under any of the provisions of said Bankruptcy Code is filed against the Tenant and any such proceeding is not vacated or dismissed within sixty (60) days thereafter; or

(h) If the Tenant underlets or assigns the Leased Premises without the written consent of the Landlord which consent as to underletting shall not be unreasonably withheld and as to assignment may be withheld for any reason in Landlord's sole discretion;

If any such events occur at the election of Landlord, then without further demand or notice of any kind, this Agreement, including both Tenant's lease rights and Tenant's right to purchase, shall terminate and Landlord may lawfully, immediately or at any time thereafter, and without further notice or demand, 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 the Tenant and those claiming under the Tenant and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and with or without such expulsion, declare this Lease to be terminated. Tenant covenants that in case of such termination, that in addition to any arrears of rent or other accrued obligations of the Tenant hereunder and in addition to the forfeiture of the earnest money as outlined in Section II, Paragraph 3.1, the Tenant will indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the time specified for the duration of said term (subject to the Landlord duty to mitigate damages) or at the election of the Landlord the Tenant will, upon such termination present to the Landlord the then present value of the rent and other payments herein named, less the rental value of the Leased Premises for the remainder of the said term.

14. Quiet Enjoyment.

It is agreed that the Tenant paying the rent reserved and performing and observing the agreement and conditions herein on its part to be performed and observed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof without any manner of hindrance or molestation.

15. Holding Over.

If Tenant continues to occupy the Leased Premises after the termination hereof, it shall have no more rights than a tenant at sufferance, but shall be liable for payment of rent at a rate equal to one hundred fifty percent (150%) of the rent, including additional rent, called for hereunder, and shall be liable for any loss, expense or consequential damages due to such holding over. Nothing herein shall be construed to permit such holding over and Tenant agrees that if it has not closed on the Purchase contemplated by Section II hereof on or before the expiration of Twenty Four (24) Months after the Commencement Date, all rights of Tenant under this Agreement shall be deemed terminated.

16. Recording.

Landlord agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's attorney. In no event shall such memorandum set forth the rental or other charges payable by Lessee under this Lease and any such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions hereof.

17. Notices.

All notices to the Landlord shall be addressed to the Landlord:

Gerald C. Knecht
82 Seaborne Drive
Yarmouth, ME 04096

with a copy to: Timothy H. Norton, Esq.
Kelly, Rimmel & Zimmerman
P.O. Box 597
Portland, ME 04112

or to such other place as may be designated by written notice to the Tenant; and to the Tenant:

Peter Macomber
88 Fessenden Street
Portland, ME 04103

or to such other place as may be designated by written notice to the Landlord. Unless otherwise directed in writing, all rents shall be payable to the Landlord at the address above stated.

18. Miscellaneous.

18.1 Attorney's Fees. If Landlord is required, on account of a breach or default by Tenant in any obligation under this Lease, to hire an attorney to present, enforce, or defend Landlord's rights or remedies under the Lease whether or not suit is filed, Tenant shall pay all reasonable attorney's fees incurred by Landlord in that connection.

18.2 Relationship of parties. Nothing contained in this Lease shall be deemed or construed by the parties, or by a third party, to create the relationship of principal and agent, of partnership, or of joint venture between them. No provision contained herein, including the method of computation of rent, and no acts of the parties shall be deemed to create any relationship between them other than the relationship of Landlord and Tenant.

18.3 Separate Rent Obligation. Tenant shall not for any reason withhold or reduce its required payments of rentals and other charges. Landlord's obligations under this Lease are independent of Tenant's obligations, except as expressly provided otherwise. In this regard, if Landlord commences proceedings against Tenant for nonpayment of rentals or any other sum due and payable under this Lease, Tenant shall not interpose any counterclaim or other claim against Landlord. If Tenant does so, Landlord may, in addition to its other lawful remedies, move to have the counterclaim or other claim severed out of the proceedings. The proceedings may then proceed to final judgment separately and apart from, and without consolidation with or reference to, the status of the counterclaim or other claim.

18.4 No Recourse. Landlord's liability to Tenant for any default under this lease shall be limited to the sale proceeds on execution of Landlord's interest in the Leased Premises. Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedy, which does not involve Landlord's personal liability, that Tenant may have in case of Landlord's default.

18.5 Consent Discretionary. Except as otherwise provided in this Lease, whenever prior consent or permission of Landlord is required before the Tenant is authorized to take a particular type of action, the decision to do so shall be within the sole discretion of the Landlord. This decision shall not constitute a breach under the lease, or a defense by the Tenant to its performance of any covenant, duty, or obligation hereunder that the Landlord delayed or withheld the granting of consent or permission, whether or not the decision to do so was, in the Tenant's opinion, prudent, reasonable, or based on good cause.

18.6 Delays beyond Landlord's Control. Whenever a provision of this Lease prescribes a time period for Landlord to take action, it shall not be liable or responsible for, and there shall be excluded from the computation of that period, all delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, restrictions, or other causes that are beyond Landlord's reasonable control.

18.7 Non-Waiver. No assent, express or implied, by the Landlord to any breach in or default of any agreement or condition herein contained on the part of the Tenant to be performed or observed, shall constitute a waiver of or assent to any succeeding breach in or default of the same or any other agreement or condition hereof.

18.8 Partial Payments. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as payment on account. The acceptance by landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION II Contract to Purchase

1. Premises. Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions herein contained.

2. Personal Property. In addition to the above described real estate the personal property located at or used in conjunction with the premises and identified on Exhibit A, shall also be included in this sale but without any warranty, express or implied except as to title.

3. Purchase Price. Buyer agrees to pay for the premises and personal property described above the sum of \$1,160,000.00 (the "Purchase Price") payable as follows:

3.1 Deposit. \$100,000.00 as deposit the receipt of which is hereby acknowledged by Seller and which shall be credited, with interest, towards the purchase price at the time of closing. The Deposit shall be held in escrow by Seller's Broker, Major, Rich & O'Connor (Escrow Agent) subject to the contingencies contained in Section II, Paragraph 15 below. Unless notice of the failure of contingency has been given pursuant to Section II, Paragraphs 4 and 15 on or before the 45th calendar day following the execution of this

Agreement (or if earlier upon the written waiver by Buyer of such contingencies), the parties expressly instruct the Escrow Agent to release the Deposit, with accrued interest to Seller and the Parties further agree that in such event, the Deposit shall be free of escrow, fully nonrefundable and Buyer shall be deemed to have waived any claim to those funds.

3.2 Cash and Closing. The balance due shall be paid in certified check or wire transfer at time of closing.

3.3 Rent Payments. No part of any base rent, additional rent or other charges payable under Section I of this Agreement shall be credited against the Purchase Price.

4. Title. Seller shall convey the premises to Buyer at the closing by Warranty Deed in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record. If within forty-five (45) days of the execution of this Agreement, counsel for the Buyer shall be of the opinion, given in good faith, that the title to the property is not provided in accordance with the preceding sentence, Seller shall be given a reasonable period to diligently pursue the removal of such defect or encumbrance at Seller's expense, to the reasonable satisfaction of counsel for Buyer. During such period, Buyer shall continue to pay base and additional rent in accordance with Section I of this Agreement. If Seller shall fail to remove such defect or encumbrance within thirty (30) days after notice from Buyer of the nature of the defect or encumbrance, Buyer may, at its election, either: (i) waive the existence of any such defect or encumbrance without a deduction in the purchase price; or (ii) terminate this Agreement, in which event Seller shall return the deposit to Buyer, and the parties hereto shall thereafter have no further rights or obligations hereunder. **Buyer shall notify Seller by 5:00 p.m. on the calendar day which is (forty-five) 45 days following the execution of this Agreement of any title defects. In the absence of such written notice by such date and time, Buyer shall fully and finally be deemed to have waived any objection to Seller's title. Buyer acknowledges that Seller has given a mortgage on the Property to the United States which shall be paid and discharged at closing. Time is of the essence of this provision.**

5. Adjustments, Prorations and Closing Costs.

5.1 At the time of transfer of title, there shall be no proration of current year's real estate taxes and rents, or fuel or other utility charges as those charges are Buyer's responsibility under Section I hereof.

5.2 The Buyer and Seller shall each pay their respective shares of the Maine Real Estate Transfer Tax. Seller shall prepare the deed, the Buyer shall conduct the title

examination and pay for Buyer's closing services and recording fees (except mortgage discharge, which shall be paid by Seller).

6. Possession. Subject to Section I, Paragraph 6 above, Seller shall deliver possession of premises to Buyer upon the execution of this Agreement.

7. Risk of Loss. The risk of loss or damage to the property by any cause prior to the closing, except as a result of the negligent or intentional act of Landlord, shall be on Buyer. Buyer shall maintain adequate insurance against loss, including extended coverage, during such period.

8. Condition of Premises. Subject to Section II, Paragraph 15, Seller makes no representations or warranties either expressed or implied as the condition of the premises and Buyer take the premises **AS IS** with all defects and without recourse. Buyer or its agents have made, or will make a physical examination of the premises and personal property prior to executing this Agreement and agree to accept same in the condition they are in as of that time, reasonable wear and tear excepted.

9. Liquidated Damages. Buyer and Seller agree that they have negotiated the amount and nonrefundable nature of the earnest money deposit referenced in Section II, Paragraph 3.1 above. Subject to Section II, Paragraphs 4 and 15, if the transaction contemplated hereby does not close for any reason, Seller shall retain the deposit as liquidated damages for such default as its sole remedy. If Seller defaults in its performance under this contract, and Buyer elects to terminate this contract for such default, the Buyer may seek specific performance as its sole and exclusive remedy.

10. Like Kind Exchange. Buyer agrees to participate in tax deferred exchange as reasonably requested by Seller, provided that such request does not cause an adverse tax consequence to Buyer or result in increased expense or liability to Buyer.

11. Withholding. The Seller is aware that Maine law requires Buyer to withhold two and one-half percent (2.5%) of the sale proceeds unless the Seller certify they are residents of Maine at the time of closing or is otherwise exempt from the provisions of 36 M.R.S.A. Section 5250-A. Seller certifies that it is a Maine resident for purposes of this Statute.

12. Termination of Right to Purchase. In the event that an Event of Default occurs by Buyer under Section I of this Agreement, Buyer's right to purchase the Property as set forth in this Section II shall also be deemed in default and such right shall immediately terminate. An Affidavit of Seller specifying such default recorded in the

Cumberland County Registry of Deeds shall be conclusive proof of the termination of Buyer's right to purchase the Property.

13. Notice. All notices, demand and other communications hereunder shall be in writing and shall be deemed to have been given on the date of service if delivered personally to the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail postage prepaid, certified with return receipt requested, addressed as set forth in Section I, Paragraph 17 above unless written notice of change of address has been provided to the other party.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or its breach, shall be resolved by arbitration in the City of Portland, Maine by an arbitrator chosen by agreement of the parties. If the parties are unable to agree upon an arbitrator, each party shall select an independent representative who shall, by agreement, choose the arbitrator. The results of the arbitration shall be enforced pursuant to 14 M.R.S.A. §5927 et seq.

15. Contingencies. This Agreement is subject to the following provisions:

15.1 Inspections. This Agreement is subject to the following inspections to be completed within forty-five (45) days from the date of the execution of this Agreement, with results satisfactory to Buyer in Buyer's reasonable discretion:

- a. General Building Inspection
- b. Sewage Disposal
- c. Water Quality
- d. Radon Air Quality
- e. Radon Water Quality
- f. Asbestos
- g. Lead Paint
- h. Review of Income & Expense
- i. Land Use & Zoning
- j. Environmental Scan

In addition, Buyer shall have a period of forty-five (45) days from the date of the execution of this Agreement to review all materials in Seller's possession pertaining to the Property and to examine the Property and conduct such tests and inspections as it deems necessary and to seek approvals for its intended use of the Property. All inspections shall be done by qualified inspectors chosen and paid for by Buyer. In the absence of any such inspection, Buyer shall be deemed to have relied on its own opinions of the Property.

15.2 Information. Seller agrees to provide Buyer with copies of all materials in Seller's possession pertaining to the Property, including environmental reports, appraisals, surveys, occupancy permits, municipal approvals within five (5) business days of the execution of this Agreement.

15.3 Financing. This Agreement is subject to Buyer's ability to obtain a leasehold improvement loan of up to \$500,000 within forty-five (45) days of the execution of this Agreement. The Purchaser is under a good faith obligation to actively seek and accept financing on the above described items and shall make application for said financing within seven (7) days of the execution of this Agreement and thereafter diligently pursue such financing. The Purchaser acknowledges that a breach of this good faith obligation will be a breach of this contract.

16. Failure/Waiver of contingencies. If any condition specified in Section II, Paragraph 15 above fails to occur as called for, Buyer may, by giving written notice to the escrow holder and Seller within the time provided elect to terminate this contract, and recover all amounts paid to Seller or the escrow holder, including interest. In the event that Buyer does not deliver written notice to Seller of the failure of any such contingency on or before 5:00 p.m. on the 45th calendar day following the execution of this Agreement, such contingency shall be fully, finally and forever waived and forfeited, and Buyer shall be obligated to close on the purchase of the Property in accordance with the terms of this Agreement. Time is of the essence of this provision.

17. Closing. The Closing of the sale transaction contemplated by Section II of this Agreement (the "Closing") shall be held at the offices of Kelly, Remmel & Zimmerman, 53 Exchange Street, Portland, Maine on or before the date which is Twenty Four Months after the Commencement Date at 10:00 a.m. (the "Closing Date") unless the parties mutually agree in writing to another place, time or date.

18. Assessments. Any bonds or improvement or betterment assessments which are or could become a lien on the property shall be paid by Seller prior to closing.

19. Brokerage. Buyer and Seller acknowledge the involvement of Major, Rich & O'Connor Commercial Real Estate (Seller's Broker) and Commercial Properties (Buyer's Broker), and Seller shall be responsible for payment of any commissions due to said brokers at the total rate of five percent (5%) of the sale price on a 50/50 basis. In the event of a default by Buyer, however, the parties acknowledge that such deposit will be retained by Seller and not disbursed for any brokerage commissions.

20. Seller's obligations at Closing. At Closing, Seller shall deliver to Buyer:

(a) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(b) Resident Affidavit. An affidavit of Seller certifying that Seller is a Maine resident for purposes of 36 M.R.S.A. §5250-A(3)(A).

(c) Transfer Documents. All Documents necessary to transfer title of the Property to Buyer.

21. Buyer's Obligations at Closing. At Closing, Buyer shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price as called for under Section II, Paragraph 3 above.

(b) Evidence of Authority. A copy of Buyer's resolutions, certified by the Clerk as true and complete as of the Closing Date, evidencing Buyer's corporate authority for the transactions contemplated hereby and the authority of the person signing the Closing Documents.

22. Miscellaneous.

22.1 Entire agreement; modification. This instrument contains the entire agreement between the parties with regard to the subject matter hereof and there are no oral or written agreements between the parties which are not expressly set forth herein. This Agreement may not be modified or amended except by a written agreement signed by both parties.

22.2 Binding effect. This agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

22.3 Nonwaiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

22.4 Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

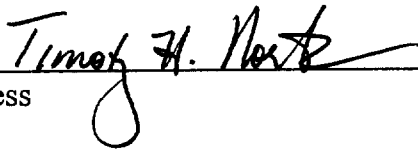
22.5 Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

22.6 Attorney's Fees. If Seller is required, on account of a breach or default by Buyer in any obligation under this Lease, to hire an attorney to present, enforce, or defend Seller's rights or remedies under the Agreement whether or not suit is filed, Buyer shall pay all reasonable attorney's fees incurred by Seller in that connection. If Buyer is required to file suit against Seller to obtain Specific Performance, and in that lawsuit does obtain an order of Specific Performance, Seller shall pay all reasonable attorney's fees incurred by Buyer in that lawsuit which were required to obtain the order.

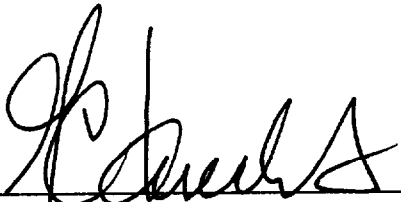
22.7 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22.8 Time of essence. Time is of the essence of this agreement.

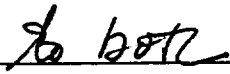
IN WITNESS WHEREOF the parties have executed this Agreement on the Date first above-written.




Witness



Gerald C. Knecht



Witness



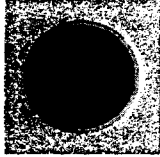
Peter Macomber

Exhibit A

HVAC System
Refrigeration System
Air Compressors
Furnace

PBM
JK

250 Commercial St



macomber^{INC}
380 Cumberland Ave
Portland
Maine 04101

2/7/01

BILL -

HERE'S 7 COPIES OF THE
2ND FLOOR SHOWING WHERE
MY WIFE'S MASSAGE THERAPY
OFFICE WILL BE LOCATED. AS
YOU CAN SEE, WE WON'T
BE MAKING ANY CHANGES
TO THE EXISTING CHANGE OF
USE APPLICATION.

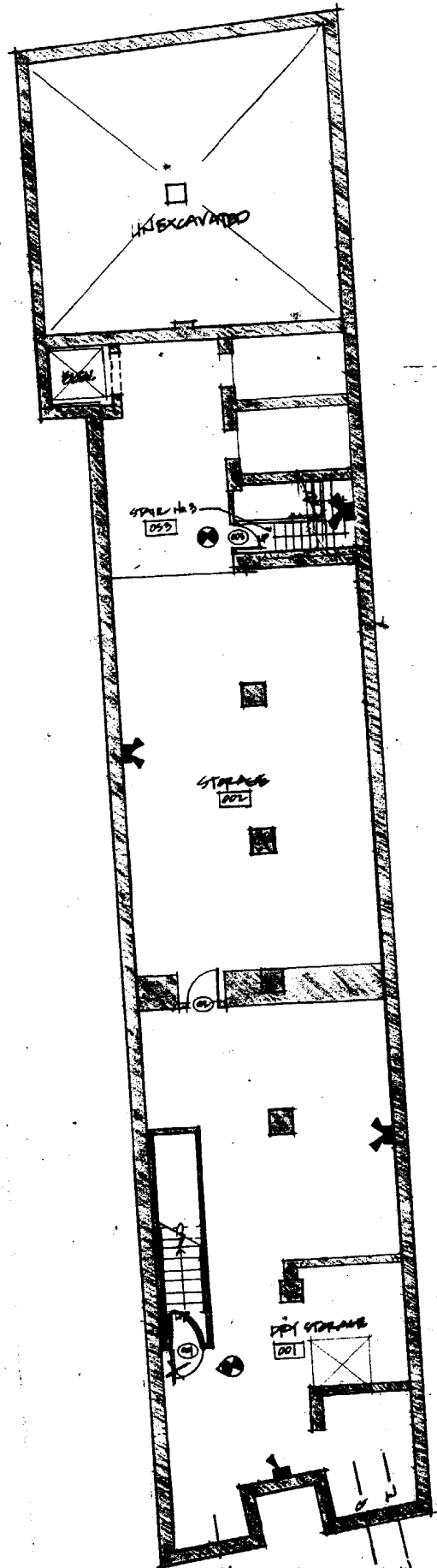
2/14/01
Does not
change plans
CALCS -

I'M ON A LOCATION SHOOT,
BUT I'LL BE BACK ON FRIDAY.
PLEASE CALL IF YOU HAVE
ANY QUESTIONS.

772-1208

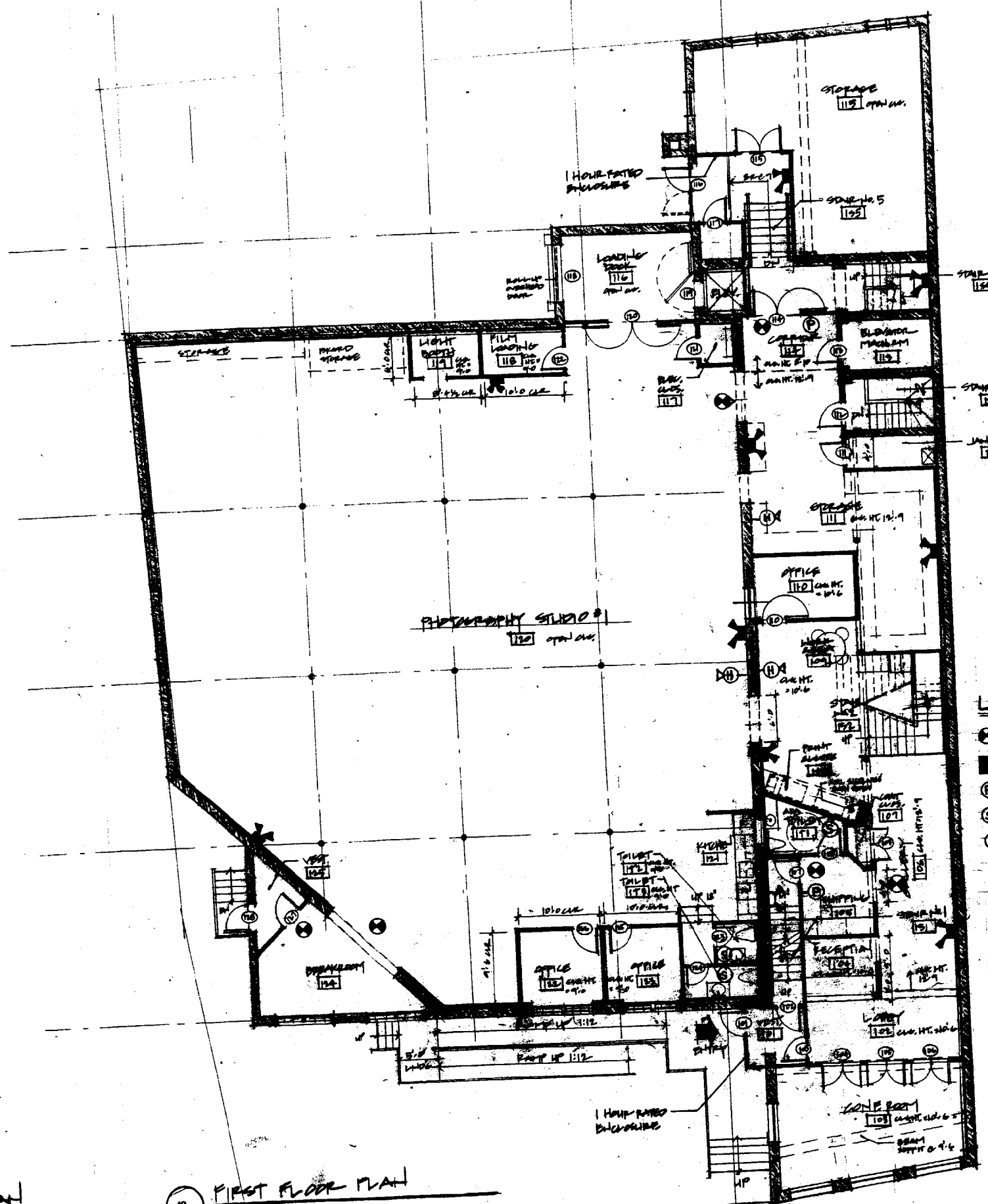
use for A
Professional
Service office/
Service establishment
is OK under the UCF zone -

THANKS.
PETER



1 BASEMENT PLAN
SCALE 1/8" = 1'-0"

NOTE: GAS & WATER SERVICE
ENTRANCES SHOWN HERE
CONTRACTOR VERIFY



2 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

- LEGEND
- ⬤ LIGHTED FIRE EXIT SIGNS
 - ⬤ EMERGENCY LITERS
 - Ⓟ FIRE ALARM PULL STATION
 - Ⓢ STROBE LITES
 - Ⓜ HORN-STROBES

EXISTING WALLS

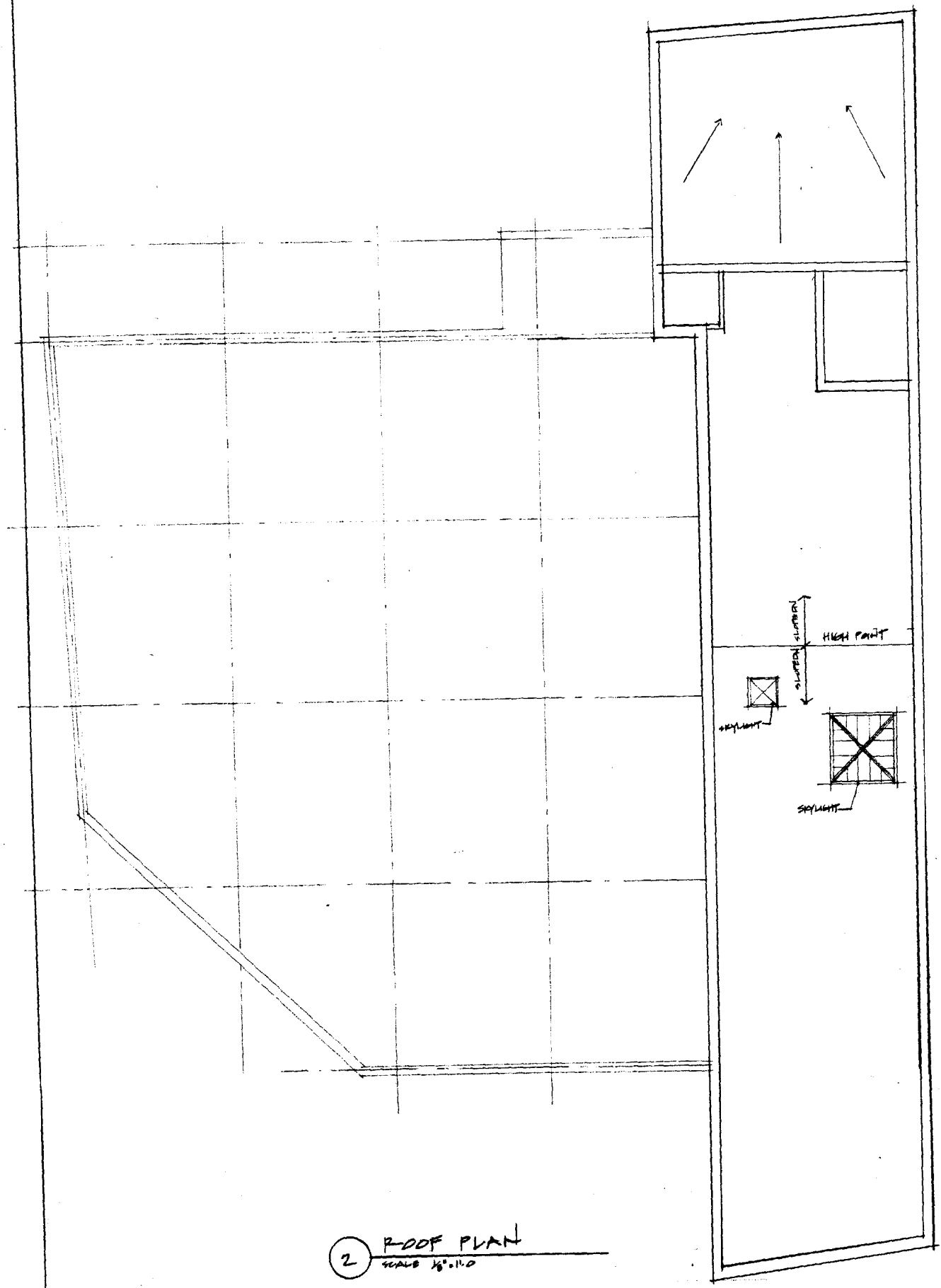


"FIRE DETAILS"

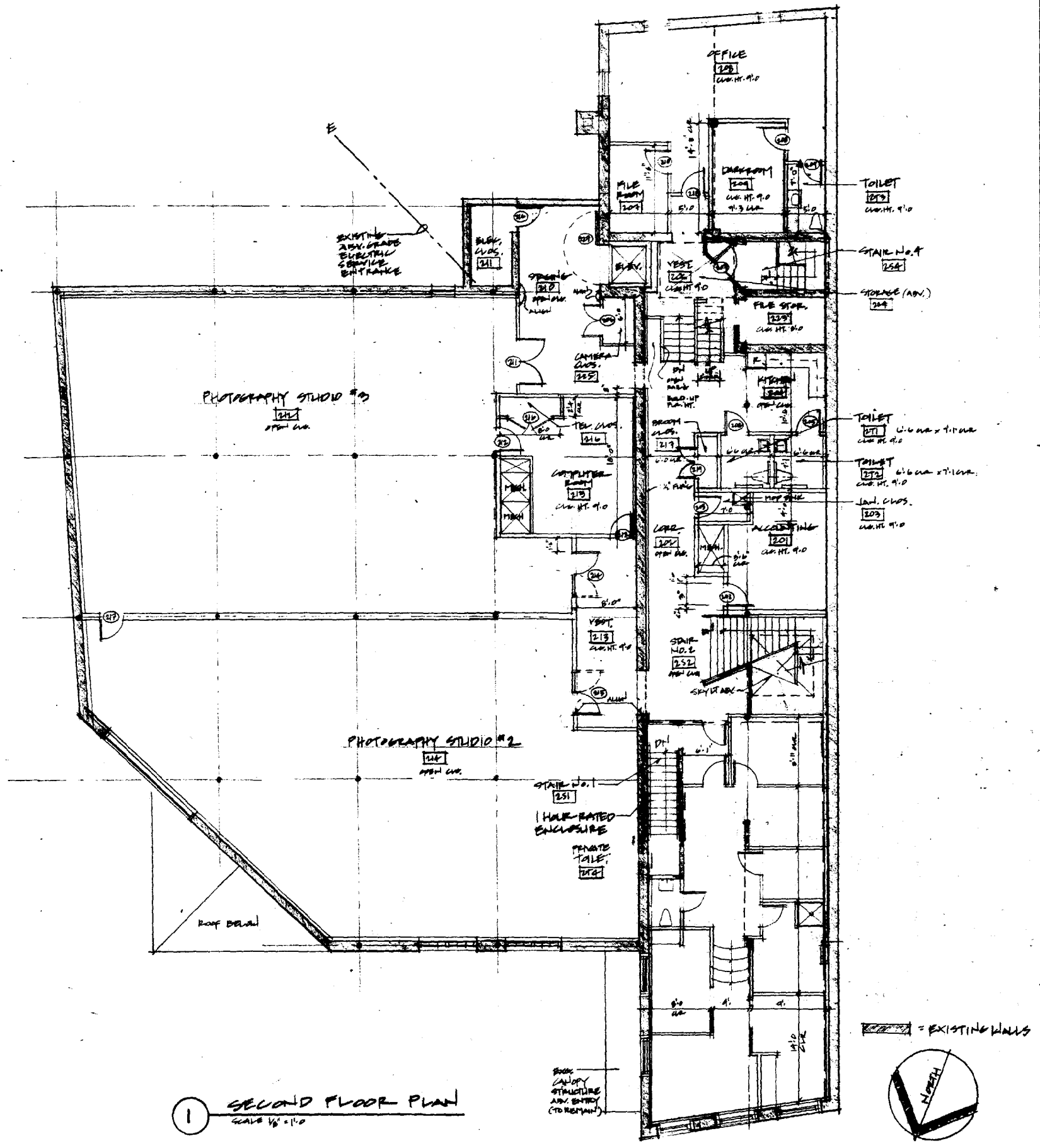
RELOCATIONS TO:
 250 COMMERCIAL STREET
 PORTLAND, ME.

FIRST FLOOR PLAN
 BASEMENT PLAN

DESIGNED BY
 PING
 ALL



2 ROOF PLAN
SCALE 1/8" = 1'-0"



1 SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

RENOVATIONS TO:
250 COMMERCIAL STREET
PORTLAND, ME

SECOND FLOOR PLAN
ROOF PLAN

DATE: MAY 12, 2001
APRIL 15, 2001

A2

