

LICENSE AGREEMENT

This License Agreement is made and entered into as of the 16th day of April, 2015 by and between the CITY OF PORTLAND, a Maine body corporate and politic (the "City") and PRESS HOTEL LLC, a Maine limited liability company, (hereinafter "Owner") for the installation and maintenance of certain improvements over property owned by the City on Market, Exchange and Congress Streets located adjacent to Owner's property at 119 Exchange Street in, Portland, Maine (the "Property"). The Property is described in a deed to Owner recorded at the Cumberland County Registry of Deeds in Book 31291, Page 252. The installation and maintenance by Owner of the improvements described in this Agreement located over City property shall be governed by the terms of this License Agreement.

1. City grants to Owner the license and right to install, maintain, repair and replace the following improvements over land owned by the City on Exchange, Market and Congress Streets immediately adjacent to the Property, as governed and specified by the terms of this License Agreement and as shown on Exhibit A, attached hereto and incorporated herein. The improvements covered by this Agreement consist of the following: (1) signs to be attached to the façades of the building as approved by the City of Portland Planning and Building Inspection Departments; and (2) two sets of doors that swing out over the sidewalk on Market Street as approved by the City of Portland Planning and Building Inspection Departments (collectively the "Improvements").

2. The Improvements shall be installed substantially in accordance with the location and dimensions depicted on Exhibits A through C attached hereto.

3. Owner shall be responsible for the proper maintenance, repair and replacement of the Improvements. In the event of damage to the same, Owner shall contact the City and shall promptly repair/restore the Improvements.

4. Owner shall procure and maintain liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall name the City as an additional insured with respect to such coverage.

5. Owner, by execution of this License Agreement, hereby agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Owner's entry upon City property located at or near 119 Exchange Street or Owner's installation of the Improvements, and does hereby forever waive, release, relinquish, remise and discharge the City, its agents, employees, successors and assigns from any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring

on, in or in the vicinity of the area covered by this License Agreement, arising out of the presence in and use by the Owner of the area covered by this License Agreement.

6. This Agreement shall automatically terminate in the event that the building on the Property is destroyed, removed or otherwise ceases to exist on the site. The license granted in Section 1 above may be revoked upon three (3) months written notice from the City to Owner. Copies of the revocation notice shall be sent to mortgagees of record. In the event that the City revokes the license granted in Section 1 above in accordance with this Paragraph, the Owner will not be deemed to be in violation of the permits and approvals issued by the City in connection with the construction or rehabilitation of the building on the Property, so long as Owner addresses any reasonable requests made by the City within ninety (90) days after the notice of revocation as to design or public safety matters relating to such building that are created as a result of such revocation.

7. This Agreement is assignable to any subsequent owners of the Owner's property located at 119 Exchange Street (also identified as 390 Congress Street), Portland, Maine. Owner shall promptly notify the City in writing of any such assignments.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first set forth above.

APPROVED AS TO FORM.
JCC
CORPORATION COUNSEL'S OFFICE

CITY OF PORTLAND



By: Sheila Hill-Christian
Its Acting City Manager

PRESS HOTEL LLC, Owner
By Press Hotel Manager LLC, its Managing Member, by 119 Development LLC, its Manager

By: 
James H. Brady, its Manager


[remainder of page left blank intentionally—acknowledgments begin on next page]

STATE OF MAINE
CUMBERLAND, ss.

Dated April 16, 2015

Personally appeared the above-named Sheila Hill-Christian, Acting City Manager of the City of Portland as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

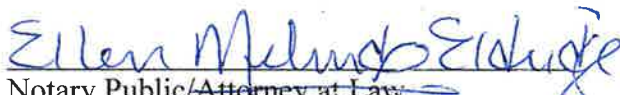

Notary Public/Attorney at Law
SONIA T. BEAN
Notary Public, Maine
My Commission Expires January 10, 2017

STATE OF MAINE
CUMBERLAND, ss

April 15, 2015

PERSONALLY APPEARED the above-named James H. Brady, Manager of 119 Development LLC, Manager of Press Hotel Manager LLC, Managing Member of Press Hotel LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability companies.

Before me,


Notary Public/Attorney at Law
ELLEN MELINDA ELDRIDGE
Notary Public, Maine
Print name: _____ My Commission Expires October 31, 2021
My commission expires: _____

SEAL

EXHIBIT A

Doc#: 16465 Bk:32208 Pg: 143

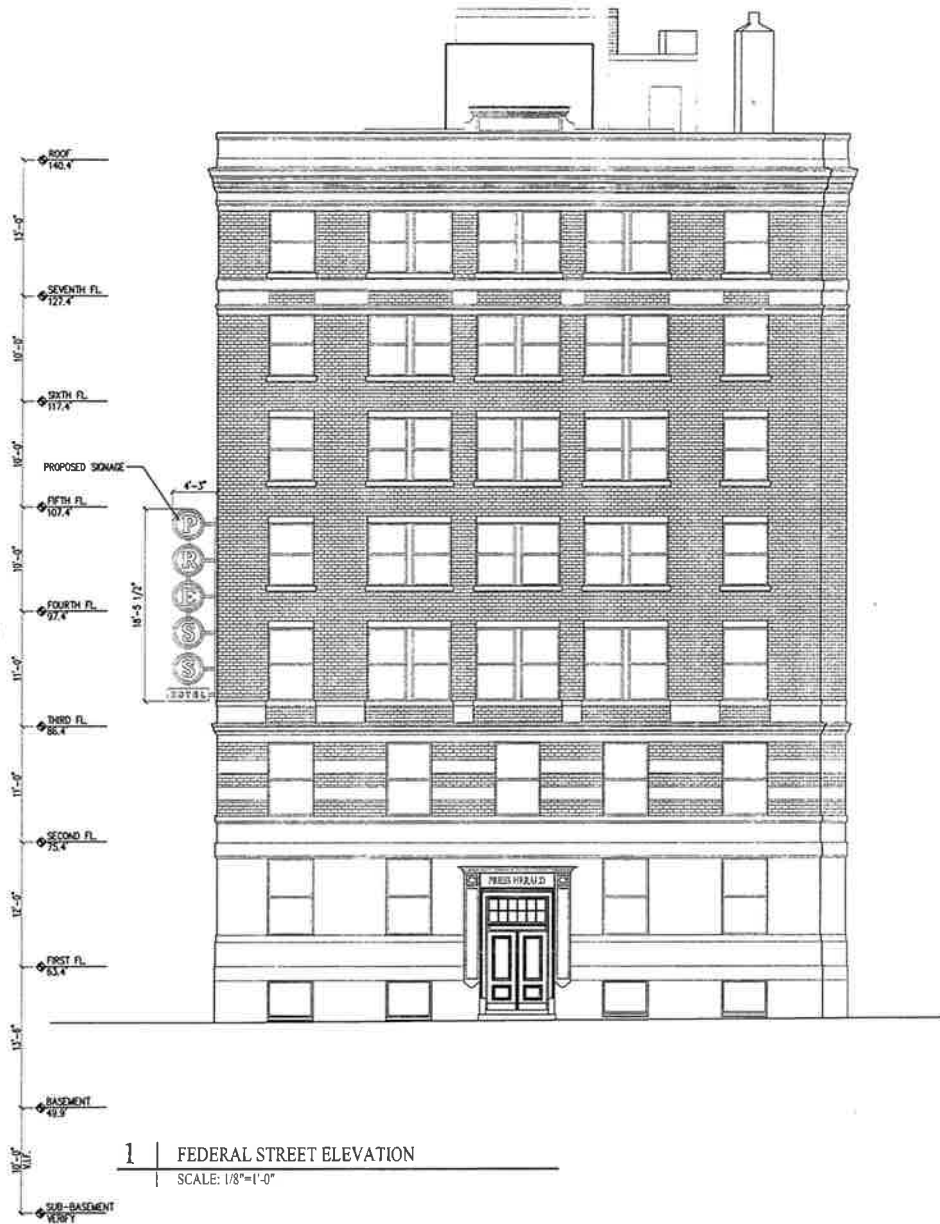
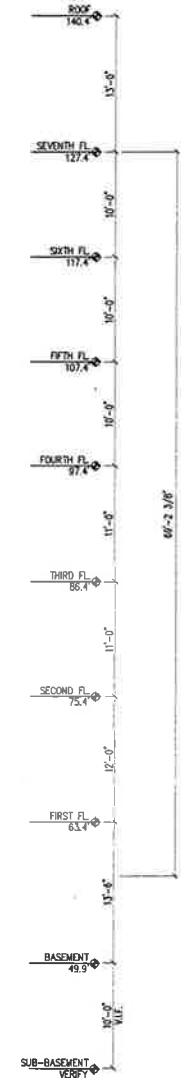
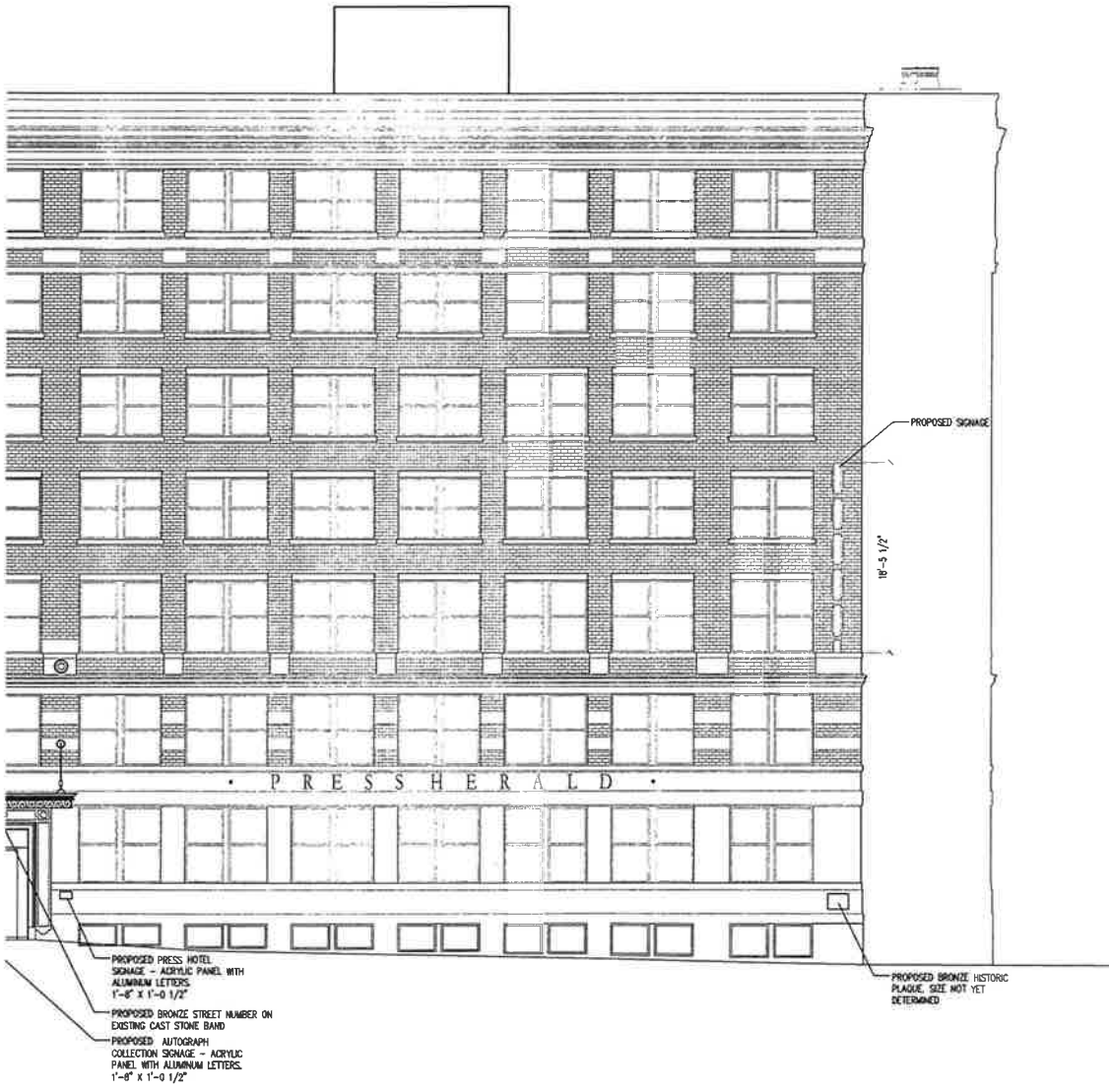


EXHIBIT A
(continued)

Doc#: 16465 Bk:32208 Pg: 144



PROPOSED PRESS HOTEL
SIGNAGE - ACRYLIC PANEL WITH
ALUMINUM LETTERS
1'-8" X 1'-0 1/2"

PROPOSED BRONZE STREET NUMBER ON
EXISTING CAST STONE BAND

PROPOSED AUTOGRAPH
COLLECTION SIGNAGE - ACRYLIC
PANEL WITH ALUMINUM LETTERS
1'-8" X 1'-0 1/2"

PROPOSED BRONZE HISTORIC
PLAQUE, SIZE NOT YET
DETERMINED


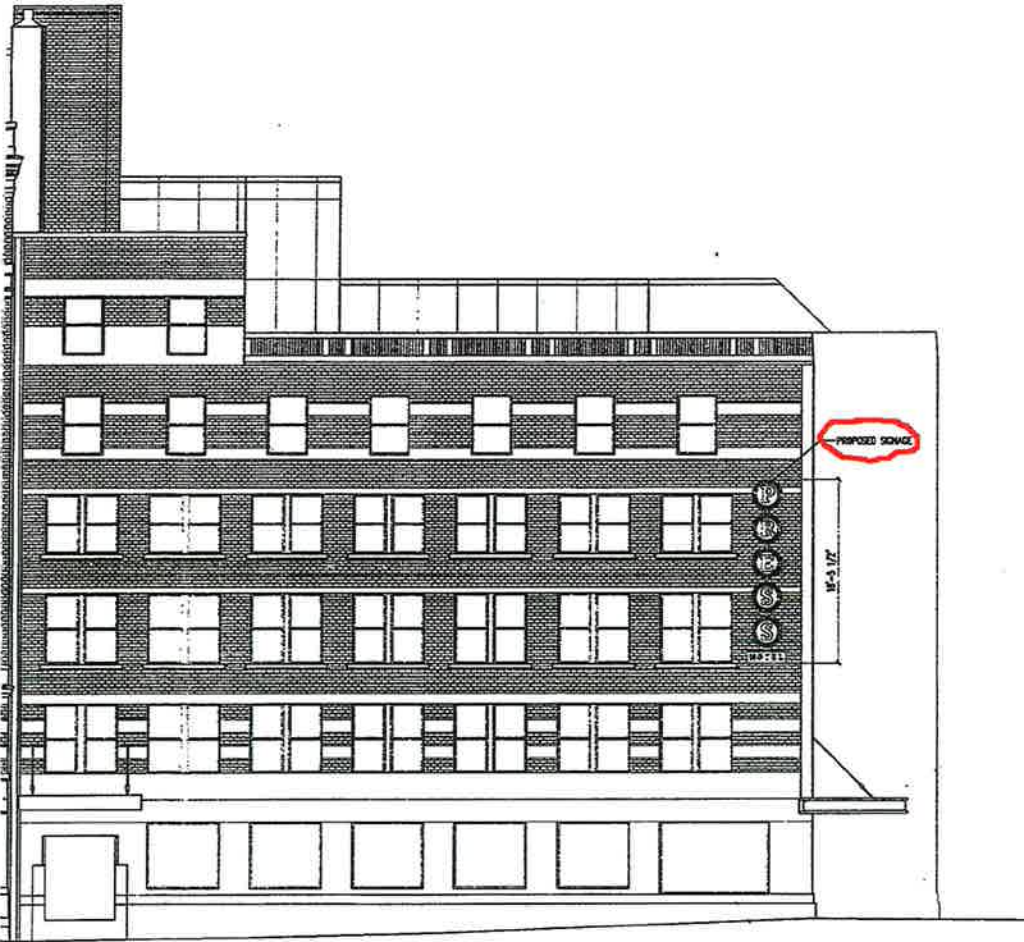
Prepared For:	
Consulting Engineer:	
	Architect: 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056
Project: 119 EXCHANGE STREET PORTLAND, ME	Revisions:
Date: 21 Jan. 2013	Scale: 1/8" = 1'-0"
ELEVATIONS	
A2.01	

EXHIBIT A
(continued)

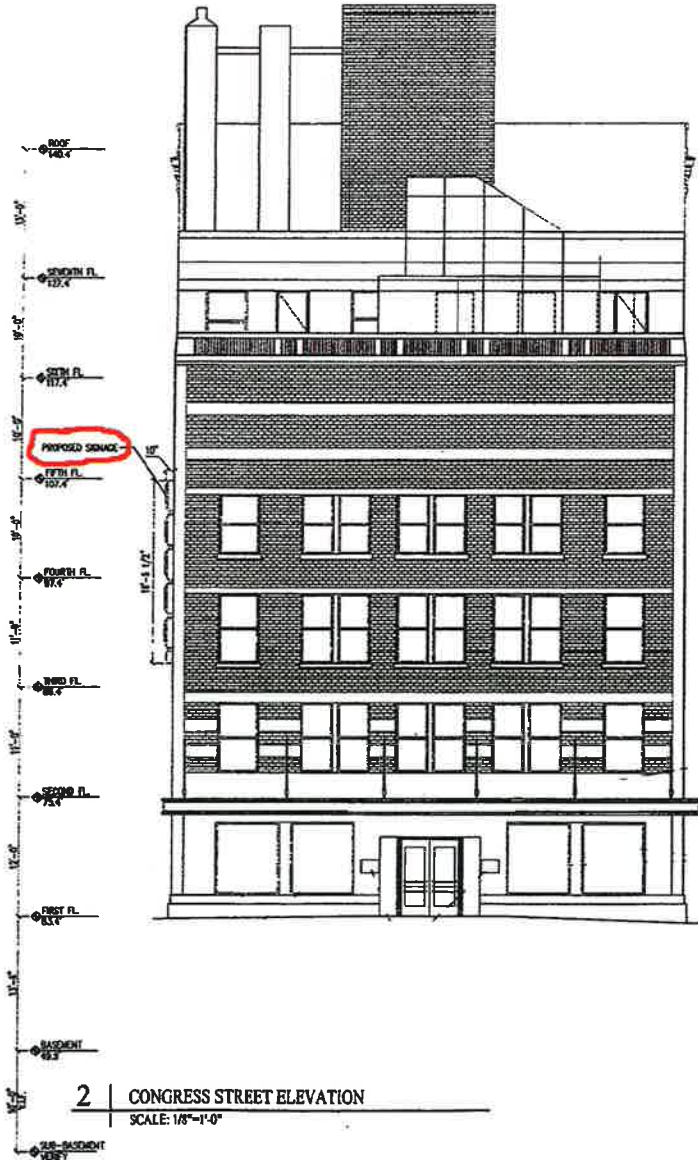
Doc#: 16465 Bk:32208 Pg: 145



Date: 21 Jan. 2013 Scale: 1/8" = 1'-0" ELEVATIONS		Revisions:		Project: 119 EXCHANGE STREET PORTLAND, ME		Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056		Consulting Engineer:		Prepared For:	
		A2.02									

EXHIBIT A
(continued)

Doc#: 16465 Bk:32208 Pg: 146



Prepared For:	
Consulting Engineer:	
ARCHETYPE Architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	
Project: 119 EXCHANGE STREET PORTLAND, ME	Revisions:
Date: 21 Jan. 2013 Scale: 1/8" = 1'-0" ELEVATIONS	
A2.03	

EXHIBIT B



Neokraft
S I G N S

Neokraft Signs Inc.
686 Main Street
Lewiston, Maine 04240
Telephone: 207.782.9654
Facsimile: 207.782.0009
1.800.339.2258
http://www.neokraft.com

Custom Sign Fabrication

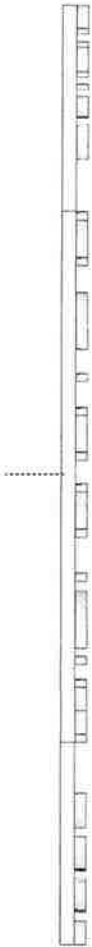
These plans are the exclusive property of Neokraft Signs, Inc. and are the result of the original work of its employees. They are submitted to Neokraft's client for the sole purpose of consideration of whether to purchase these plans or to purchase from Neokraft a sign manufactured according to these plans.

Distribution or exhibition of these plans to anyone other than employees of said client, or use of these plans to construct a sign similar to the one embodied herein, is expressly prohibited. In the event that such exhibition or construction of a sign similar to the one embodied herein is done, Neokraft shall be entitled to a minimum of \$1500 in compensation for time and effort entailed in creating these plans.

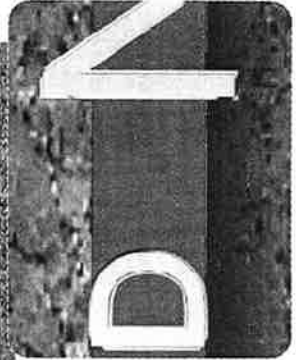
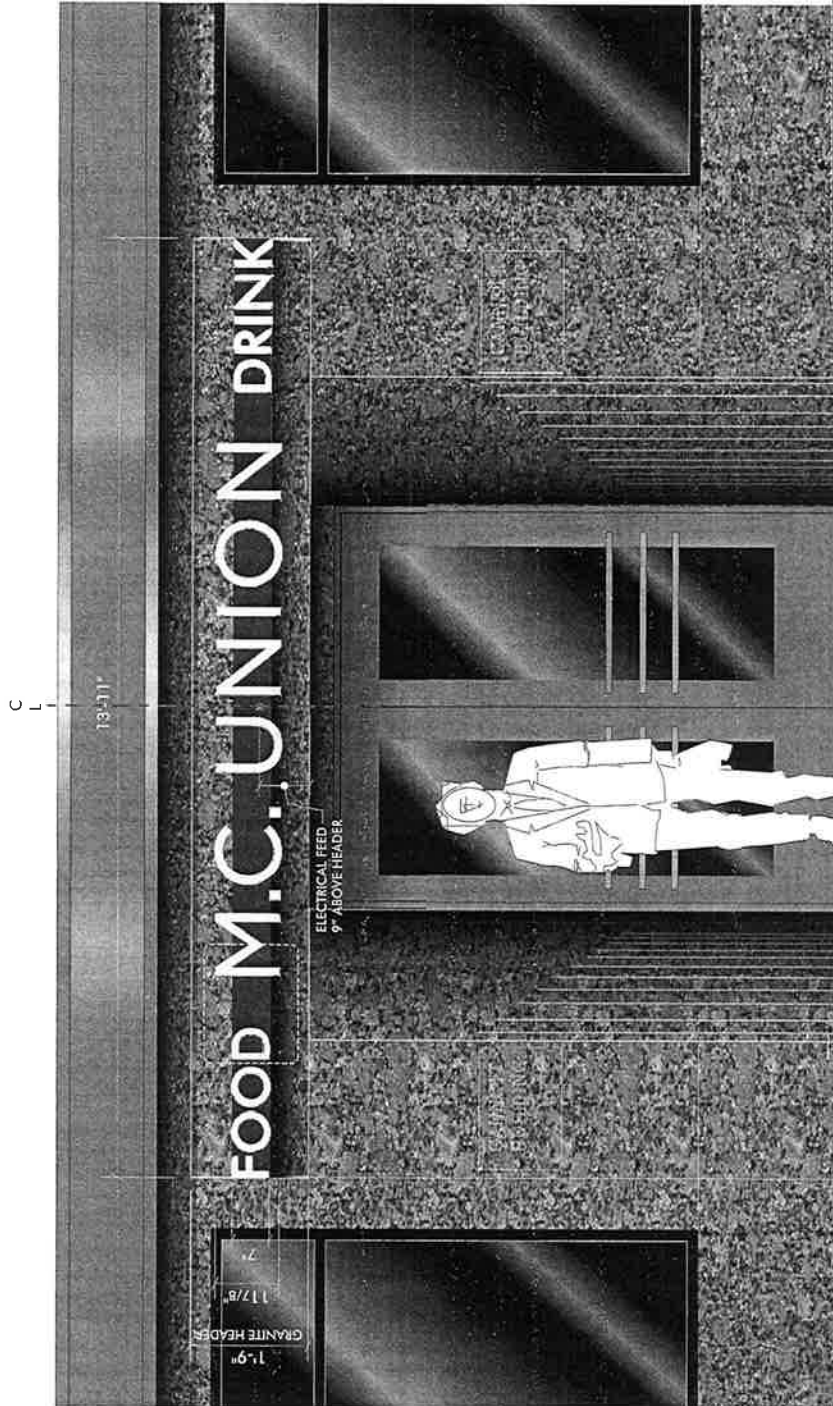
M. C. Union Restaurant
ML022526

Location:	390 Congress Street
	Portland, Maine
Drawing No.:	1 of 2
Drawn by:	BK Rep.: RM
Date:	04.06.2015
Lead No.:	ML022526
Gen Ref.:	18472, ML020857

© COPYRIGHT 2015, BY NEOKRAFT SIGNS, INC.

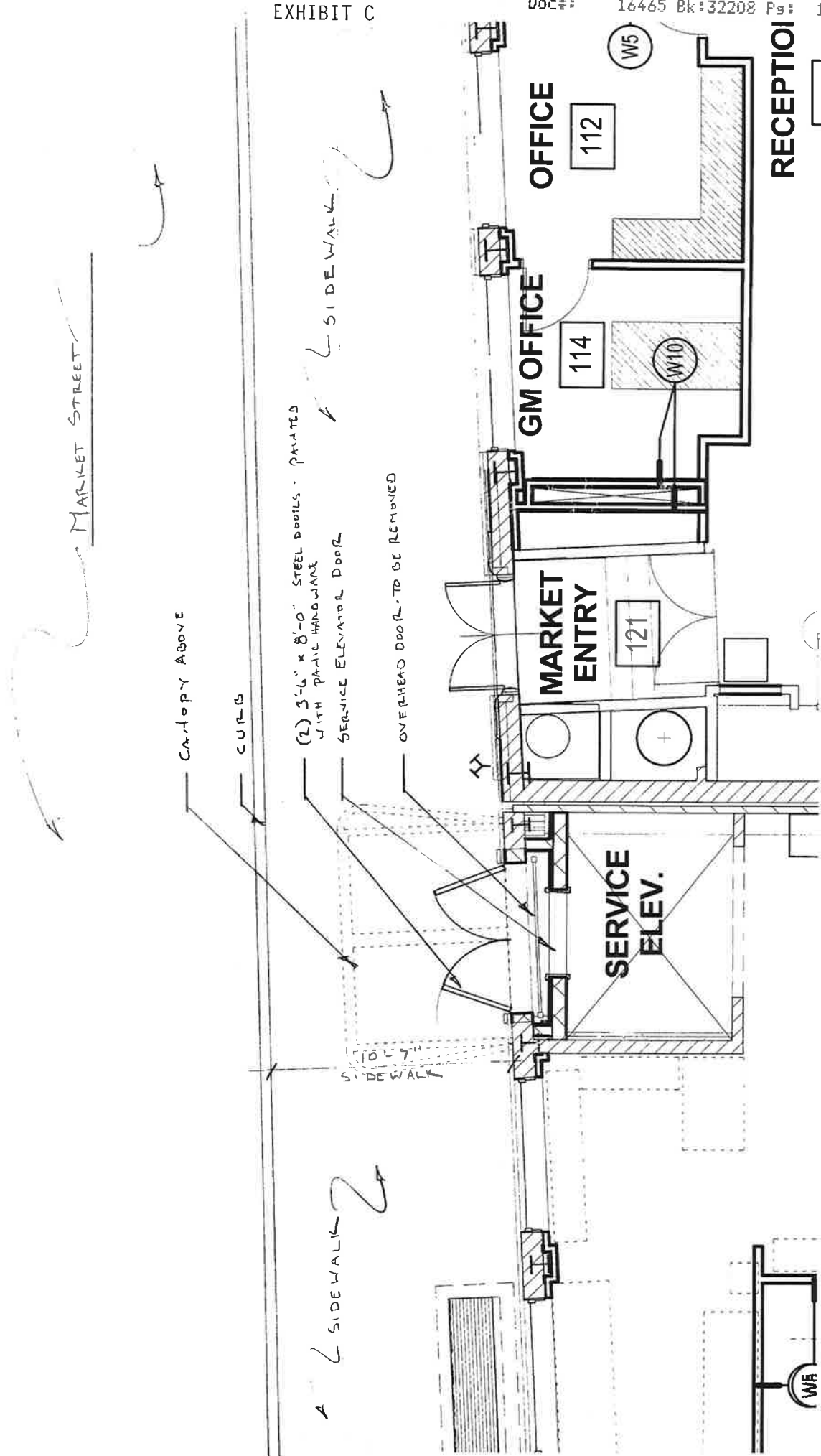


TOP VIEW



2" DEEP FABRICATED LETTERS, POLISHED BRASS FINISH, IVORY ACRYLIC FACES,
WHITE LED LIGHTING, STUD MOUNTED TO FABRICATED RACEWAY BACKGROUND, PAINTED (COLOR TBD),
ELECTRICAL TO SIGN LOCATION BY OWNER

CONGRESS STREET - ENTRY SIGN - INTERNALLY LIGHTED LETTERS
SCALE: 1/2" = 1'-0"
(1) SET REQUIRED



MARKET STREET

CANTOPY ABOVE

CURB

(2) 3'-6" x 8'-0" STEEL DOORS - PAINTED WITH PAMIC HARDWARE SERVICE ELEVATOR DOOR

OVERHEAD DOOR - TO BE REMOVED

A SIDEWALK

B SIDEWALK

OFFICE

112

GM OFFICE

114

MARKET ENTRY

121

SERVICE ELEV.

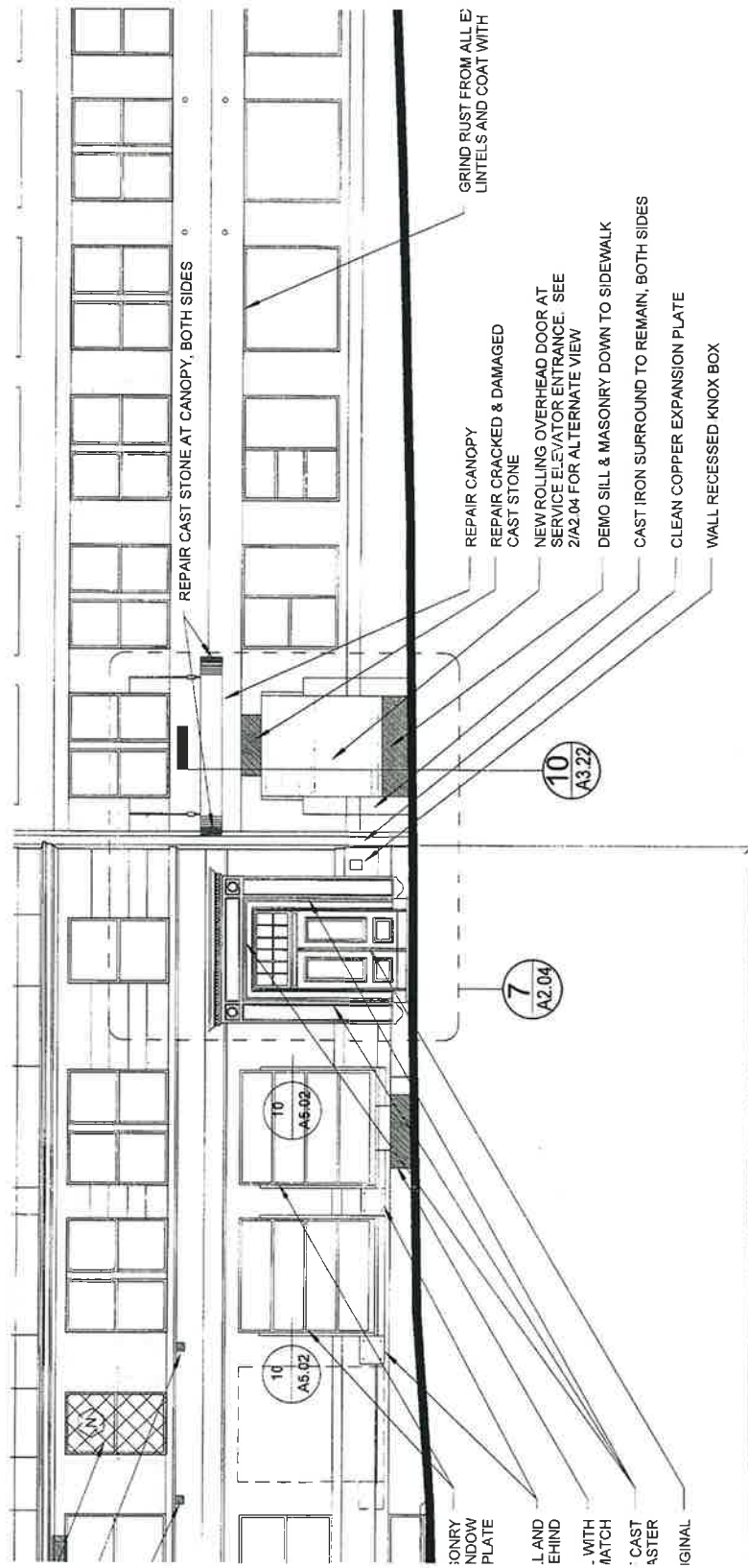
RECEPTION

W5

W10

W6

EXHIBIT C
(continued)



ORIGINAL APPROVED ELEVATION

Received
Recorded Register of Deeds
Apr 16, 2015 01:59:05P
Cumberland County
Nancy A. Lane