

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 050580
MAY 27 2005
CITY OF PORTLAND

This is to certify that 10 Exchange Properties Llc

has permission to 2' x 6' sidewalk sign

AT 10 Exchange St

032 1012001

PERMIT

CITY OF PORTLAND, MAINE

PORTABLE SIDEWALK SIGN

050580

EXPIRES _____

is, from or cooperation in accepting this permit shall comply with all of the provisions of the Ordinance and of the Ordinances of the City of Portland regulating the use of buildings and structures, and of the application on file in

Notification of inspection must be given and when permission is procured before this building or part thereof is altered or closed-in. **HEAR NOTICE IS REQUIRED.**

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

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Jeanie Banks 5/26/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-0580	Issue Date: PERMIT ISSUED MAY 27 2005	CBL: 032 I012001
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Location of Construction: 10 Exchange St	Owner Name: 10 Exchange Properties Llc	Owner Address: Po Box 4894	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone: /C	Permit Type: Signs - Side Walk	Zone: B-3
Past Use: Commercial	Proposed Use: Commercial 2' x 6' sidewalk sign	Permit Fee: \$77.00	Cost of Work: \$77.00
		CEO District: 1	
Proposed Project Description: 2' x 6' sidewalk sign		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: sandwich sign Signature: <i>AMB 5/26/05</i>
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____	

Permit Taken By: dmartin	Date Applied For: 0511312005	Zoning Approval	
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Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>Issue 5/19/05</i>	Date: _____	Date: _____

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0580	Date Applied For: 05/12/2005	CBL: 032 I012001
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Location of Construction: 10 Exchange St	Owner Name: 10 Exchange Properties Llc	Owner Address: Po Box 4894	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone: IC	Permit Type: Signs - Side Walk	

Proposed Use: Commercial 2' x 6' sidewalk sign	Proposed Project Description: 2' x 6' sidewalk sign
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Dept: Zoning **Status:** Approved **Reviewer:** Marge Schmuckal **Approval Date:** 05/19/2005
Note: **Ok to Issue:**

Dept: Building **Status:** Approved **Reviewer:** Jeanine Bourke **Approval Date:** 05/26/2005
Note: **Ok to Issue:**

1) The sidewalk sandwich sign shall not infringe on the City Right of Way

Signage/Awning Permit Application

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

Location/Address of Construction: <u>betw. 8-10 Exchange St., Suite 205</u>		
Total Square Footage of Proposed Structure <u>6 (2' x 3')</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>I</u> Lot# <u>012</u>	Owner: <u>Jennifer Laque</u>	Telephone: <u>(207) 839-2336</u>

DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME MAY 12 2005	(Assessor's Name, if Applicable)	Applicant name, address & telephone: <u>Jennifer Laque</u> <u>121 Plummer Rd</u> <u>Gorham, ME 04038</u>	Total s.f. of signage x \$2.00 per s.f. plus \$30.00/\$65.00 for H.D. signage = Total Fee: \$ _____ Awning Fee = Cost Of Work: \$ _____ Total Fee: \$ <u>77</u>
	Current use: <u>Atlantis Massage advertising</u>	If the location is currently vacant, what was prior use: <u>Sierra Environmental design</u>	Approximately how long has it been vacant: <u>6 months</u>
Project description: <u>sidewalk sign</u>			

Contractor's name, address & telephone:

Whom should we contact when the permit is ready: Jennifer Laque

Mailing address: (see above)

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. **A STOP WORK ORDER will be issued and a \$100.00 fee if any work starts before the permit is picked up.** PHONE:

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

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and 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:	3
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SIGNAGE/AWNING PRE-APPLICATION QUESTIONNAIRE

PLEASE COMPLETE ALL INFORMATION

ADDRESS: 10 Exchange St ZONE: B-3

CBL: _____

SINGLE TENANT LOT? YES NO _____ MULTI TENANT LOT? YES _____ NO _____
MORE THAN ONE SIGN TOTAL WITH PROPOSED SIGN? YES _____ NO

TENANT/ALLOCATED BUILDING SPACE FRONTAGE (FEET):

Length: _____ Height: _____

INFORMATION ON PROPOSED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES NO _____ DIMENSIONS PROPOSED: 3' height & 2' width
BLDG. WALL SIGN? (attached to **bdg**) YES _____ NO _____ DIMENSIONS PROPOSED: _____

INFORMATION ON ALREADY EXISTING AND PERMITTED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES _____ NO _____ DIMENSIONS: _____
BLDG. WALL SIGN (attached to **bdg**)? YES _____ NO _____ DIMENSIONS: _____
AWNING? YES _____ NO _____ DIMENSIONS: _____
LOT FRONTAGE (FEET): _____

AWNING YES _____ NO IS AWNING BACKLIT? YES _____ NO _____

HEIGHT OF AWNING: _____ LENGTH OF AWNING: _____ DEPTH: _____

IS THERE ANY COMMUNICATION, MESSAGE, TRADEMARK OR SYMBOL ON IT? YES NO _____

IF YES, TOTAL S.F. OF PANELS WITH COMMUNICATIONS/MESSAGE/TRADEMARK/SYMBOL? 1.5 s.f.

A SITE SKETCH AND BUILDING SKETCH SHOWING EXACTLY WHERE EXISTING AND NEW SIGNAGE IS LOCATED MUST BE PROVIDED. SKETCHES AND/OR PICTURES OF PROPOSED SIGNAGE ARE ALSO REQUIRED.

SIGNATURE OF APPLICANT: James Payne DATE: 4/13/05

***** FOR OFFICE USE ONLY *****

CHECKLIST FOR SIGN/AWNING APPLICATION

Applicants for a sign or awning permit are required to submit the following information to the Code Enforcement Office at the time of application:

- Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way. Amount must equal \$400,000.00.
- Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage.
- A sketch plan of lot, indicating location of buildings, driveways, **and** any abutting streets or rights of way, lengths of building frontages, street frontages, and all existing setbacks. **Indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building facade dimensions for any signage attached to a building.**
- A sketch or photo of any proposed sign(s) indicating *content, dimensions, materials, source of illumination, and construction method, as well as specifics of installation/attachment.*
- Certificate of Flammability required ~~for~~ awning or canopy at time of application.
- UL# required for lighted signs at the time of Final Inspection. Failure to provide this information will invalidate the Sign Permit.
- Pre-Application Questionnaire completed and attached. Photos of **existing** signage attached.

**Permit Fee for signage or awning-with-signage:
\$30.00 plus \$2.00 per square foot of sign.**

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

Base Application Fee for any Historic District signage is \$65.00 instead of \$30.00

Atlantis

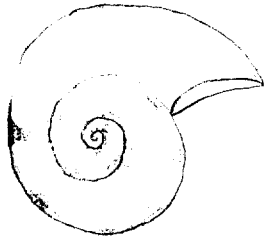
 ⁱⁿ Midside
upstairs

Exchange st
Suite 205

555-1212

hours of operation:

Wed - Sun 12noon - 8pm



2'

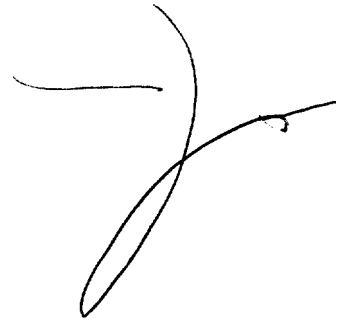


April 21, 2005

City of **Portland,**

Jennifer Lague owner/operator of **Atlantis Massage** has my permission to place her sign at
10 Exchange Street Portland, Maine.

Sincerely, Joe Soley

A handwritten signature in black ink, appearing to read "Joe Soley". The signature is fluid and cursive, with a large loop at the end.

AMERICAN MASSAGE THERAPY ASSOCIATION

CITY OF PORTLAND DB Insurance Memorandum Occurrence Coverage

CERTIFICATE NUMBER: AHC-2006538

ADMINISTRATOR:

Seabury & Smith
1440 N. Renaissance Drive
Park Ridge, IL 600681400
847-8033100

COM AFFORDING COVERAGE

Chicago : Company
55 E. Monroe Street
Chicago, Illinois 60603

INSURED

The American **Massage** Therapy Association
JENNIFER LAGUE
121 PLUMMER RO.
GORHAM, ME 04038

COVERAGE EFFECTIVE DATE 05-10-2005

COVERAGE EXPIRATION DATE: 06-01-2005

COVERAGES:

Professional Liability Including Personal Injury
General Liability Including:
Contractual Liability
Advertising Liability
Host Liquor Liability
Fire Legal Liability
Product & Completed Operations

LIMIT OF LIABILITY

\$2,000,000 each accident
\$6,000,000 aggregate"

COMMENTS:

*THE AGGREGATE LIMIT OF LIABILITY SHALL **APPLY SEPARATELY TO EACH SOLE PROPRIETORSHIP PARTNERSHIP OR OTHER ORGANIZATION OWNED & OPERATED BY ONE OR MORE INDIVIDUALS REGISTERED ACTIVE PROFESSIONAL OR ASSOCIATE MEMBER(S) OF AMTA AS WELL AS ANY OTHER INDIVIDUAL ACTIVE PROFESSIONAL OR ASSOCIATE MEMBER WHO IS NOT A SOLE PROPRIETOR, PARTNER, EXECUTIVE OFFICE, DIRECTOR, STOCKHOLDER. OR EMPLOYEE OR AN ENTITY DEFINED HEREIN.**

THE PERSON/ENTITY SPECIFIED BELOW IS AN ADDITIONAL INSURED UNDER THIS INSURANCE AS OF THE INDICATED DATE BUT ONLY AS RESPECTS CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE SPECIFIED INSURED WHILE PERFORMING MASSAGE THERAPY OPERATIONS.

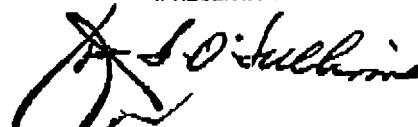
ADDITIONAL INSURED

CITY OF PORTLAND/CITY HALL
389 CONGRESS ST. RM#315
PORTLAND, ME 04101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (GROSSIMODIFIED GROSS)**

1. PARTIES 10 Exchange. LLC with a mailing address of PO Box 4894 Portland Maine. 04112 ("LANDLORD"), hereby leases to Jennifer Laue, with a mailing address of 121 Plummer Road, Gorham, Maine 04038, ("TENANT"), with Doug Chapman as Guarantor and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 883 +/- square feet. The Premises are located at 8 Exchange Street, Suite 205, Portland Maine, 04101 together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
3. TERM The term of this lease shall be for one (1) year and 19 days *see addendum A*, unless sooner terminated as herein provided, commencing on April 11, 2005 *address of JL* and ending on April 30, 2006
4. RENT The TENANT shall pay to the LANDLORD the following base rent:
- | <u>Lease Year</u> | <u>Annual Base Rent</u> | <u>Monthly Rent</u> |
|--------------------------------|-------------------------|---------------------|
| April 11-30, 2005 | \$7,800.00 | - 0 - |
| YR 1, May 1, 2005-May 30, 2006 | \$7,800.00 | \$650.00 |
- Tenant shall pay one (1) month's rent in advance, and all other rent is payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: PO Box 4894, Portland Maine 04112. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.
5. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Six Hundred Fifty Dollars (\$650.00) which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.
6. RENT ADJUSTMENT If in any tax year commencing with the fiscal year 2005, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2005 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, five per cent (5%) of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.
- A. TAX ESCALATION
- B. OPERATING COST ESCALATION The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, five percent (5%) of any increase in operating expenses over those incurred during the calendar year. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs of common area cleaning and janitorial services, (iv) all costs of maintaining the building including the operation and repair of heating and air-conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the building, including, without limitation, property management fees, and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.
- During each year of the term of this lease TENANT shall make monthly estimated payments to LANDLORD, as additional rent, for TENANT's share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT's annualized share of LANDLORD's projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing the TENANT's share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT's share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT's share, then the excess shall be applied to the next year's monthly payments for estimated increases.
7. UTILITIES The TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively and all charges for telephone and other communication systems used at, and supplied to, the leased premises. The LANDLORD agrees to furnish

water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LANDLORD's control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

8. USE OF LEASED PREMISES The TENANT shall use the leased premises only for the purpose of **a massage therapy studio and retail space.**
9. COMPLIANCE WITH LAWS TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof required by law or any public authority as a result of TENANT's use or occupancy of the premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.
10. MAINTENANCE
- A. TENANT'S OBLIGATIONS TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed.
- B. LANDLORDS OBLIGATIONS The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefor.
11. ALTERATIONS - ADDITIONS The TENANT shall not make any alterations or additions, except in accordance with attached Exhibit A or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, Shades, awnings, aeriels or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building: or permit anyone except the TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD's title or interest in the building, the premises. or any portion thereof.
12. ASSIGNMENT - SUBLEASING The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance [which consent shall not be unreasonably withheld]. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.

13. SUBORDINATION AND QUIET ENJOYMENT This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased Premises.
14. LANDLORD'S ACCESS The LANDLORD or agents of the LANDLORD may, at all reasonable times during the term of this lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aeriels or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them *harmless* from any and all Injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.
16. TENANT'S LIABILITY INSURANCE TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.
17. FIRE CASUALTY - EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.
18. DEFAULT AND BANKRUPTCY In the event that:
- The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within - 0 - days thereof; or
 - The TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within three (3) days thereof; or
 - The leasehold hereby created shall be taken on execution, or by other process of law; or
 - Any assignment shall be made of TENANT's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,
- then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without

being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Premises to suit any new tenant.

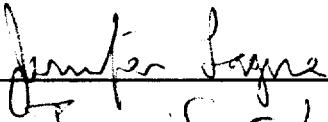
19. NOTICE Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORDS address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.
20. SURRENDER The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.
21. HAZARDOUS MATERIALS TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.
22. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD's interest in the building for recovery of any judgment from LANDLORD, it being agreed that LANDLORD is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD's successors in interest, or any other action not involving the personal liability of LANDLORD.
23. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are apart notifies TENANT that such holder has taken over the LANDLORD's rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.
24. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
25. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
26. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the leased premises at the termination of this lease.
27. MISCELLANEOUS If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context. "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and

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

28. BROKERAGE TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Steve Baumann/CBRE/The Boulos Company ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.
29. OTHER PROVISIONS It is also understood and agreed that:

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 3rd day of April, 2005.

TENANT:


 Jennifer Lague

 Witness to Tenant

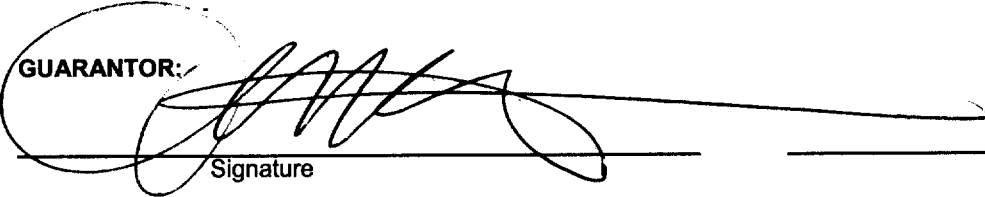
LANDLORD:


 Joe Soley/Member

 Witness to Landlord

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

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 3rd day of April, 2005.

GUARANTOR:


 Signature

 Witness to Guarantor

 DOUG CHAPMAN, GUARANTOR
 Doug Chapman, Guarantor

Form MM-2 Rev. 10/95
 Maine Commercial Association of REALTORS®,
 PO Box 1327
 Wells, Maine 04090

Addendum A

**To the Agreement to Lease
8 Exchange Street, Suite 205**

The occupancy date has been changed from April 11, 2005 to the date the Landlord's **Work is** complete. This date shall be before May 1, 2005.

End Addendum

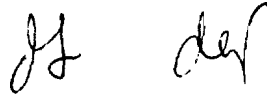
Two handwritten signatures in black ink, one to the left and one to the right of the text 'End Addendum'.

Exhibit A

8 Exchange Street, Suite 205

1. Tenant will be allowed to place sign on interior door, with Landlord's approval.
2. Tenant shall, with proper city permit and Landlord's approval, place a "sandwich board" sign on sidewalk.
3. Tenant shall be allowed to install curtains and hang pictures, and shall repair any damage to walls or window trim upon expiration of lease.
4. Tenant shall be allowed to paint/decorate walls. Tenant shall return them to their original color, upon Landlord's request.

JF dg



CITY OF PORTLAND, MAINE
Department of Building Inspections

20 _____

Received from _____

Location of Work _____

Cost of Construction \$ _____

Permit Fee \$ _____

Building (IL) ____ Plumbing (I5) ____ Electrical (I2) ____ Site Plan (U2) ____

Other _____

CBL: _____

Check #: _____

Total Collected \$ _____

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy