

City of Portland, Maine - Building or Use Permit Application

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

Location of Construction: 188 Middle St		Owner Name: Buckstar Llc		Permit No: 05-0006		Issue Date: JAN 10 2005		CEL: 032 1021001	
Business Name:		Contractor Name: Nelson Doody		Owner Address: 100 Silver St		Contractor Address: 8 Mountain Rd York		Phone: 207 361 1110	
Lessee/Buyer's Name		Phone:		Permit Type:		Zone: B3		CITY OF PORTLAND	
Past Use: Commercial		Proposed Use: Commercial construct a 6x8 opening in an existing non-weight bearing wall.		Permit Fee: \$30.00		Cost of Work: \$200.00		CEO District: 1	
Proposed Project Description: construct a 6x8 opening in an existing non-weight bearing wall				FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: 4-2 Type: 3B 1/13/05 Signature: <i>[Signature]</i>			
				Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>			
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)					
				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied					
				Signature: _____ Date: _____					

Permit Taken By: dmartin	Date Applied For: 01/03/2005	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 Landmar
<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>OK 1/5/05</i>	Date:	Date: <i>any exterior work requires A separate permit and approval</i>

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

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Permit No: 05-0006		Date Applied For: 01/03/2005	CBL: 032 1021001
Location of Construction: 188 Middle St	Owner Name: Buckstar Llc	Owner Address: 100 Silver St	Phone:
Business Name:	Contractor Name: Nelson Doody	Contractor Address: 8 Mountain Rd York	Phone (207) 361-1110
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	
Proposed Use: Commercial construct a 6x8 opening in an existing non-weight bearing wall. - same use		Proposed Project Description: construct a 6x8 opening in an existing non-weight bearing wall	

Dept: Zoning **Status:** Approved **Reviewer:** Marge Schmuckal **Approval Date:** 01/05/2005
Note: **Ok to Issue:** ☒

Dept: Building **Status:** Approved **Reviewer:** Mike Nugent **Approval Date:** 01/07/2005
Note: **Ok to Issue:** ☒

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 01/06/2005
Note: **Ok to Issue:** ☐

All Purpose Building Permit Application

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

Location/Address of Construction: <u>188 MIDDLE STREET</u>		
Total Square Footage of Proposed Structure <u>18,000</u>	Square Footage of Lot <u>18,000</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>I</u> Lot# <u>001</u>	Owner: <u>BUCK STAR II L.L.C.</u>	Telephone: <u>774-1885</u>
Lessee/Buyer's Name (If Applicable) <u>1ST CLASS ENTERPRISES</u>	Applicant name, address & telephone: <u>SIM ALBERT</u> <u>17 SHOREWOOD DR.</u> <u>OLD ORCHARD BE. ME 04064</u>	Cost Of Work: <u>\$200.00</u> Fee \$30.00
Current use: <u>LOUNGE & BANQUET CENTER</u>		<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"> DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 100px;"> JAN 3 2005 </div> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 100px;"> RECEIVED </div> </div>
If the location is currently vacant, what was prior use: <u>NOT VACANT</u>		
Approximately how long has it been vacant: _____		
Proposed use: <u>SAME</u>		
Project description: <u>TO CUT A HOLE 6'x8' IN A WALL 16'x10' INSIDE THE BUILDING</u>		
Contractor's name, address & telephone: <u>NEILSON DODDY 8 MOUNTAIN RD, YORK ME 04090</u> <u>361-1110</u>		
Who should we contact when the permit is ready: <u>SIM ALBERT (508) 460-0000</u>		
Mailing address: <u>17 SHOREWOOD DR.</u> <u>OLD ORCHARD BE. ME 04064</u>		
<p>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:</p>		

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 project.

Signature of applicant: <u>[Signature]</u>	Date: <u>12/30/04</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

BUILDING PERMIT INSPECTION PROCEDURES

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

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

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

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

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

NA Footing/Building Location Inspection: Prior to pouring concrete

NA Re-Bar Schedule Inspection: Prior to pouring concrete

NA Foundation Inspection: Prior to placing ANY backfill

✓ Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

✓ Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

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

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

NA CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

X Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: 032 ID 21

Building Permit #:

05 0006

COVER LETTER EXPLAINING THE PROJECT

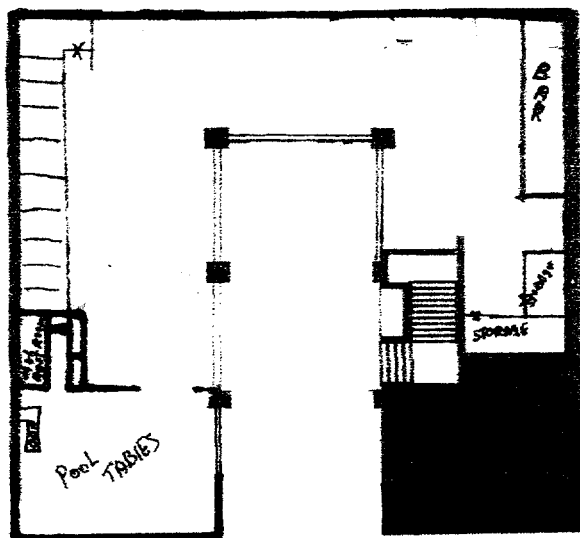
I WOULD LIKE TO CUT A 6' X 8' OPENING IN THE CENTER OF THE WALL. THE WALL IS INSIDE OF THE BUILDING AND IS NOT A SUPPORTING WALL.

THE WALL IS 16' LONG 10' TALL USING 2" X 4" STUDS AND $\frac{3}{4}$ " DRY WALL, 1" PINE WILL BE THE TRIM.

THIS OPENING WILL MAKE EASER ACCESS TO THE FRONT EXIT/ENTRANCE.

FLOOR PLAN

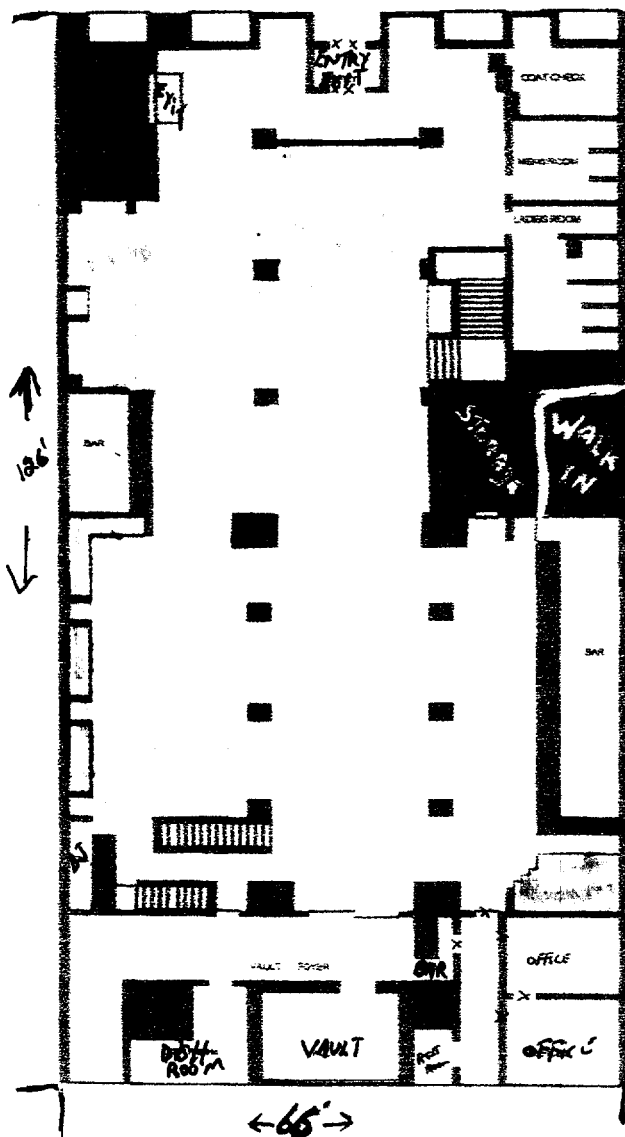
2ND
GRAND HALL FLOOR PLAN



BEFOR

FRONT

GRAND HALL FLOOR PLAN



CONSTRUCTION AREA

SEATING AREA'S

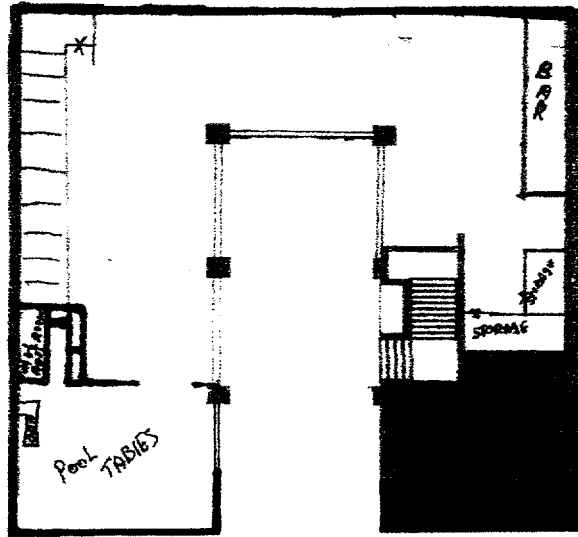
SCALE 1" = 22'

$\frac{3}{4}" = 16'6"$

$\frac{1}{2}" = 11"$

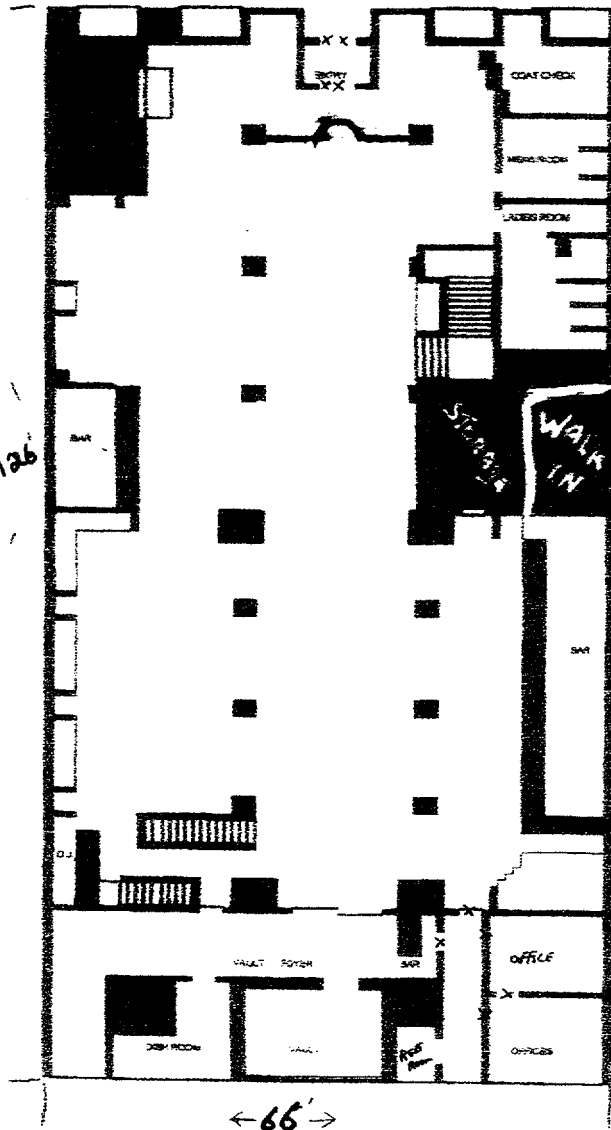
$\frac{1}{4}" = 5'6"$

2ND
GRAND HALL FLOOR PLAN



AFTER

FRONT
GRAND HALL FLOOR PLAN



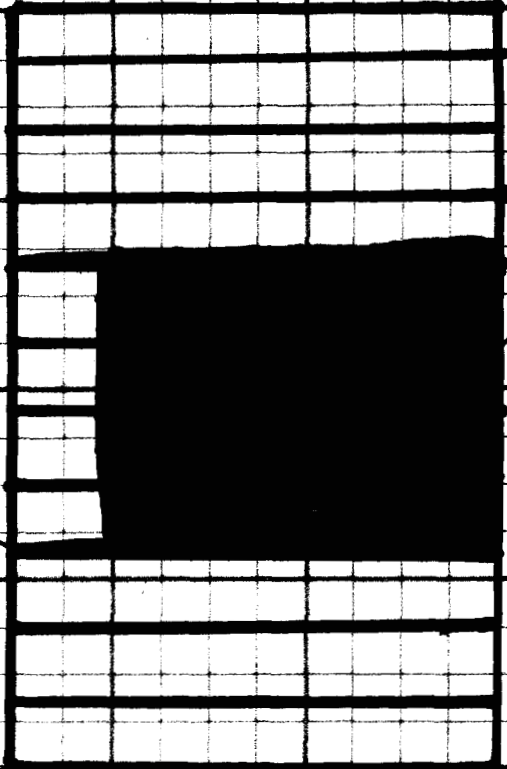
CONSTRUCTION AREA

SCALE 1"=22'

WALL 16' x 10'

2x4x10 ARE 16" ON CENTER

CONSTRUCTION DETAIL



10' 16'

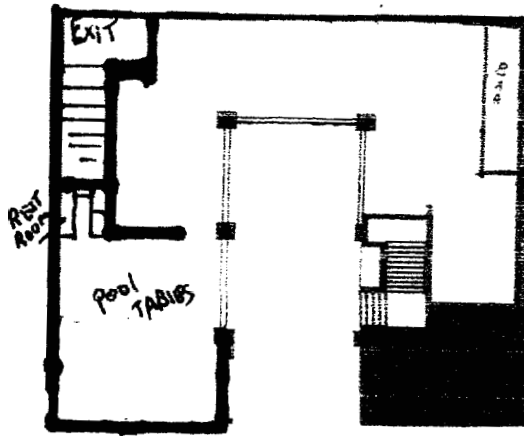
6'8" OPENING
IN THE MIDDLE OF
THE WALL

~~PAVILLION~~ PAVILLION
188
middle St.

Call
Paul with
any questions
468-6490

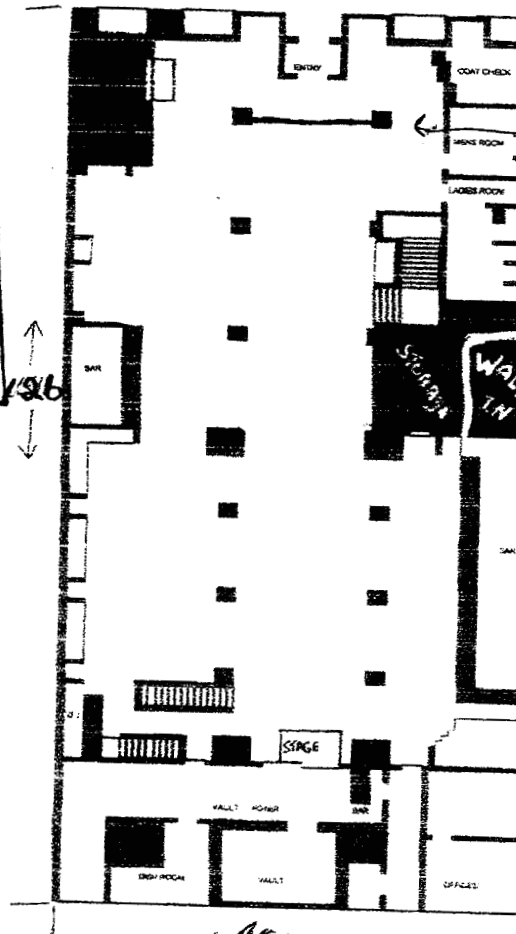
DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
DEC 23 2004
RECEIVED

2ND
GRAND HALL FLOOR PLAN



BEFORE

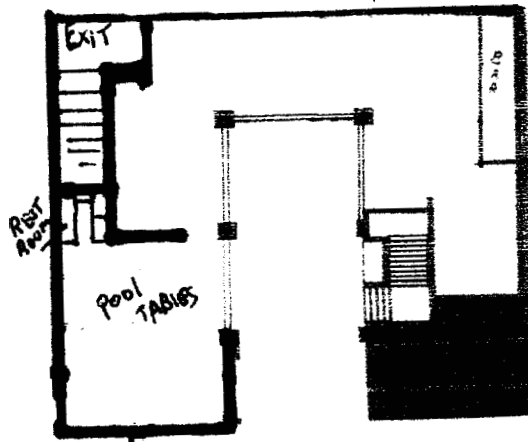
1ST
GRAND HALL FLOOR PLAN



Front entrance
wall
(non bearing)

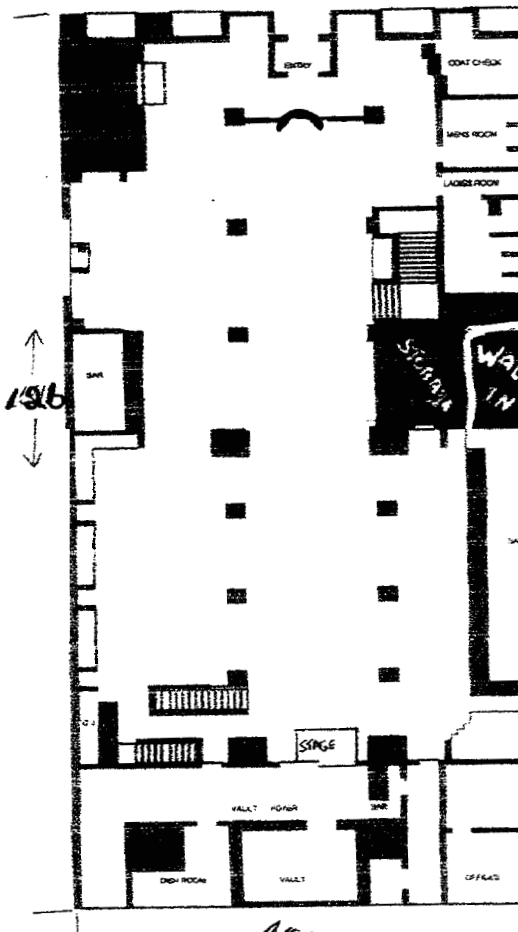
037 I 021

2ND
GRAND HALL FLOOR PLAN



AFTER

1ST
GRAND HALL FLOOR PLAN



replace wall
with archway

DEPT. OF BUILDING INSPECTIO
CITY OF PORTLAND, ME

DEC 23 2004

'RECEIVED'

MAINE COMMERCIAL ASSOCIATION OF REALTORS*
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES
 (fill in)

Boyd Properties Inc, with a mailing address of _____ ("LANDLORD"),
P.O. Box 1908 CAMDEN, ME 04843
 hereby leases to Alamo Restaurant Inc.
 with a mailing address of 188 MIDDLE ST. PORTLAND ME 04101
 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES
 (fill in and include.
 If applicable, suite
 number, floor
 number, and
 square feet)

The Premises shall contain 18,000 +/- square feet. The Premises are located at 188 MIDDLE ST. (1st Floor, Basement, & adjacent courtyard)
SEE DIAGRAMS FOR EXACT SIZE AND LOCATION
 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
 (fill in)

The term of this lease shall be for FIVE (5) Years, unless sooner terminated as herein provided, commencing on JULY 1, 1997 and ending on JUNE 30, 2002.

4. RENT
 (fill in)

THE TENANT shall pay to the LANDLORD the following base rent.

Lease Year(s)	Annual Base Rent	Monthly Rent
<u>1</u>	<u>\$ 136,000</u>	<u>\$ 13,000</u>
<u>2</u>	<u>\$ 146,400</u>	<u>\$ 13,867</u>
<u>3</u>	<u>\$ 176,800</u>	<u>\$ 14,733</u>
<u>4</u>	<u>\$ 187,200</u>	<u>\$ 15,600</u>
<u>5</u>	<u>\$ 187,200</u>	<u>\$ 15,600</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate the following being now so designated: Boyd Properties, Inc. c/o Northland Management Corp. 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.

*1 Portland Square
 Portland, ME
 04101

**5. RENEWAL
 OPTION**
 (fill in
 or delete)

So long as TENANT is not in default of this lease during the term hereof, TENANT shall have the option to renew this lease for 5 YEARS. In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this lease except for base rent which shall be as follows.

Lease Year(s)	Annual Base Rent	Monthly Rent
<u>6</u>	<u>\$187,200 6/30/03</u>	<u>\$15,600</u>
<u>7</u>	<u>\$187,200 6/30/04</u>	<u>\$15,600</u>
<u>8</u>	<u>\$187,200 6/30/05</u>	<u>\$15,600</u>
<u>9</u>	<u>\$187,200 6/30/06</u>	<u>\$15,600</u>
<u>10</u>	<u>\$197,600 6/30/07</u>	<u>\$16,467</u>

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

**6. SECURITY
 DEPOSIT**
 (fill in)

Landlord acknowledges that it is in receipt of FIFTEEN THOUSAND (\$15,000) 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. From TENANT

**7. RENT
 ADJUSTMENT**

If in any tax year commencing with the fiscal year N/A, 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 N/A (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, N/A per cent 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**
 (fill in or delete)

**B. OPERATING
 COST
 ESCALATION**

The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, N/A percent of any increase in operating expenses over those incurred during the 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.~~

8. UTILITIES

SEE
ADDENDUM

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.

9. USE OF LEASED PREMISES (fill in)

The TENANT shall use the leased premises only for the purpose of BANQUET FACILITY, NIGHTCLUB, RESTAURANT, OUTDOOR DINING, OR RETAIL OR OFFICE SPACE

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) ~~No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises;~~ (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 its accommodations or 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 which consent shall not be unreasonably withheld, conditioned or delayed.

11. 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 which is damaged or destroyed.

B. LANDLORD'S 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 is necessary by the lockmaster of the TENANT or the employees, contractors, agents or TENANT shall pay all cost of such maintenance or repair, whether or not caused by the intentional or grossly negligent conduct of the TENANT.

12. ALTERATIONS- ADDITIONS

SEE
ADDENDUM

The TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerie 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, it is immediately pay and remove the same.

**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, and LANDLORD will provide TENANT with a Recognition Agreement from its mortgagee, in a form satisfactory to TENANT.

**15. LANDLORD'S
ACCESS**

building

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 make any alterations, additions, repairs, improvements, or replacements, (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.

**16. INDEMNIFI-
CATION AND
LIABILITY**

obtains a judgment
against Tenant

LANDLORD shall use best efforts to not disrupt TENANT's business operations during such examinations or showings. TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and A employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) caused by TENANT or 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. This provision shall apply to injuries and damages caused by tenants, their contractors, subcontractors, subtenants, licensees or concessionaires, or their respective agents, servants or employees, or by the building or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures and to damages caused to fixtures, furniture, equipment and the like situated at the leased premises, whether caused by the TENANT or others.

**unless caused by
Landlord's negli-
gence or willful
act

**17. TENANT'S
LIABILITY
INSURANCE
(fill in)**

*its contractors,
contractors, sub-
nants, licensees
concessionaires,
its or their re-
spective agents,
servants or employees

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.

**18. FIRE
CASUALTY -
EMINENT
DOMAIN**

or TENANT
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.

**19. DEFAULT
AND
BANKRUPTCY**

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT's covenants, and such default shall not be corrected within ten (10) days after

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.

20. NOTICE

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

21. SURRENDER

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

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in 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 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 law, 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.

reasonable

other office supplies.

23. LIMITATION OF LIABILITY

agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD 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.

24. LANDLORD DEFAULT

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

25. 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.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement shall be binding upon any person except for defaults occurring

LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If a provision of this lease or its application to any person or circumstances shall to any extent be invalid, unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those 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 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 authority to make or agree to make a lease or any other agreement or undertaking in connection herewith 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 any act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.

29. BROKERAGE
(fill in)

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 _____ ("BROKER") and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than 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.

30. OTHER PROVISIONS
(fill in or delete)

It is also understood and agreed that:

SEE ADDENDUM

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

IN WITNESS WHEREOF, the said parties hereto and their heirs and assigns this

day

MAY 19/80 19 **97**

TENANT.

LANDLORD.

Alamo Restaurant, Inc. d/b/a The Pavilion
Legal Name of Tenant

BOYD PROPERTIES, INC.
Legal Name of Landlord

[Signature]
Signature

[Signature]
Signature

Steven Baumann, its President NOT INDIVIDUALLY
NAME/TITLE

MATTHEW W. BOYD, PRESIDENT
NAME/TITLE

[Signature]
Witness to Tenant

[Signature]
Witness to Landlord

GUARANTY
(fill in or delete)

~~For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, _____ ("GUARANTOR"), does hereby unconditional 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 which 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.~~

SEE ADDENDUM

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this _____ day of _____, 19 _____.

GUARANTOR:



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