

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED Permit Number: 051779 DEC 15 2005 CITY OF PORTLAND

This is to certify that BAYSIDE I LLC

has permission to Change of use/ Gift shop/ of / Barber shop/ Cleaning store

AT 60 ELM ST

033 M001001

provided that the person or persons in possession of this permit shall comply with all the provisions of the Statutes of the City of Portland relating to the construction, maintenance and use of buildings, structures, and of the application on file in this department.

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

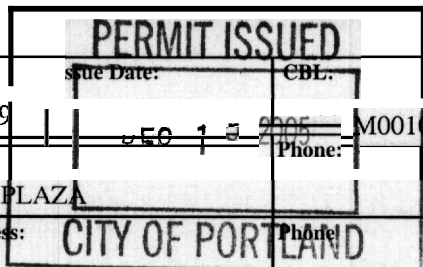
A certificate of inspection must be procured by owner before this building or part thereof is occupied or services rendered in it. YOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS Fire Dept. 12-13-05 Health Dept. Appeal Board Other Department Name

Handwritten signature of Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



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

Permit Issue Date: 12/14/05 CBL: M001001

Location of Construction: 60 ELM ST AKA 59 Preble Owner Name: BAYSIDE I LLC Owner Address: ONE CANAL PLAZA

Business Name: Contractor Name: Contractor Address: CITY OF PORTLAND

Lessee/Buyer's Name: Phone: Permit Type: Change of Use - Commercial Zone: 83

Past Use: Commercial/ office Proposed Use: Commercial/ Change of use/ Gift shop/ office/ Barber shop/ coffee shop/ Clothing store/ additional spaces to be permitted at time of sub lease Permit Fee: \$105.00 Cost of Work: \$105.00 CEO District: 1

FIRE DEPT: Approved Denied INSPECTION: Use Group B/d Type: 30 Building to NFPA 101 12/14/05

Proposed Project Description: Change of use/ Gift shop/ office/ Barber shop/ coffee shop/ Clothing store Signature: Greg Cass Signature: [Handwritten]

Action: Approved Approved w/Conditions Denied Signature: Date:

Permit Taken By: Idobson Date Applied For: 12/08/2005

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Zoning Approval

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: 12/12/05	Date: [Handwritten]	Date: [Handwritten]

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: 05-1779	Date Applied For: 12/08/2005	CBL: 033 M001001
------------------------------	--	----------------------------

Location of Construction: 60 ELM ST	Owner Name: BAYSIDE I LLC	Owner Address: ONE CANAL PLAZA	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial/Change of use/ Gift shop/ office/ Barber shop/ coffee shop/ Clothing store/ additional spaces to be permitted at time of sub	Proposed Project Description: Change of use/ Gift shop/ office/ Barber shop/ coffee shop/ Clothing store
---	--

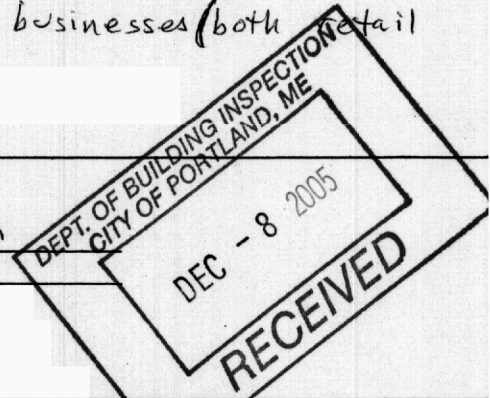
Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 12/12/2005
Note: also known as 59 Preble Street			Ok to Issue: <input checked="" type="checkbox"/>
1) Separate permits shall be required for any new signage. 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 12/14/2005
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Separate tenant fit ups permits are required for each space. 2) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
Dept: Fire	Status: Approved with Conditions	Reviewer: Cptn Greg Cass	Approval Date: 12/13/2005
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Building to comply with NFPA 101			



General Building Permit Application

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

re (60 Elm St)	
Total Square Footage of Proposed Structure	Square Footage of Lot 2860 sq. ft
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# SS M 1	Owner: Bayside 1 LLC One Canal Plaza Portland ME 04101 Telephone: 871-1290
Lessee/Buyer's Name (If Applicable) Hassan, Somali Development Institute of Maine	Applicant name, address & telephone: Ahmed Hassan 12 Dermot Ct Portland 04102 cost of Work: \$ NA Fee: \$ 30 C of O Fee: \$ 75
Project description: Somali Community Business Center Current Use is office. We would like to change this use to retail and sublease the space to separate businesses (both retail and office). 105/100	
Contractor's name, address & telephone: N.A.	
Who should we contact when the permit is ready: Ahmed Hassan Phone: 210-2185	



Failure to do so will result in the automatic denial of your permit.

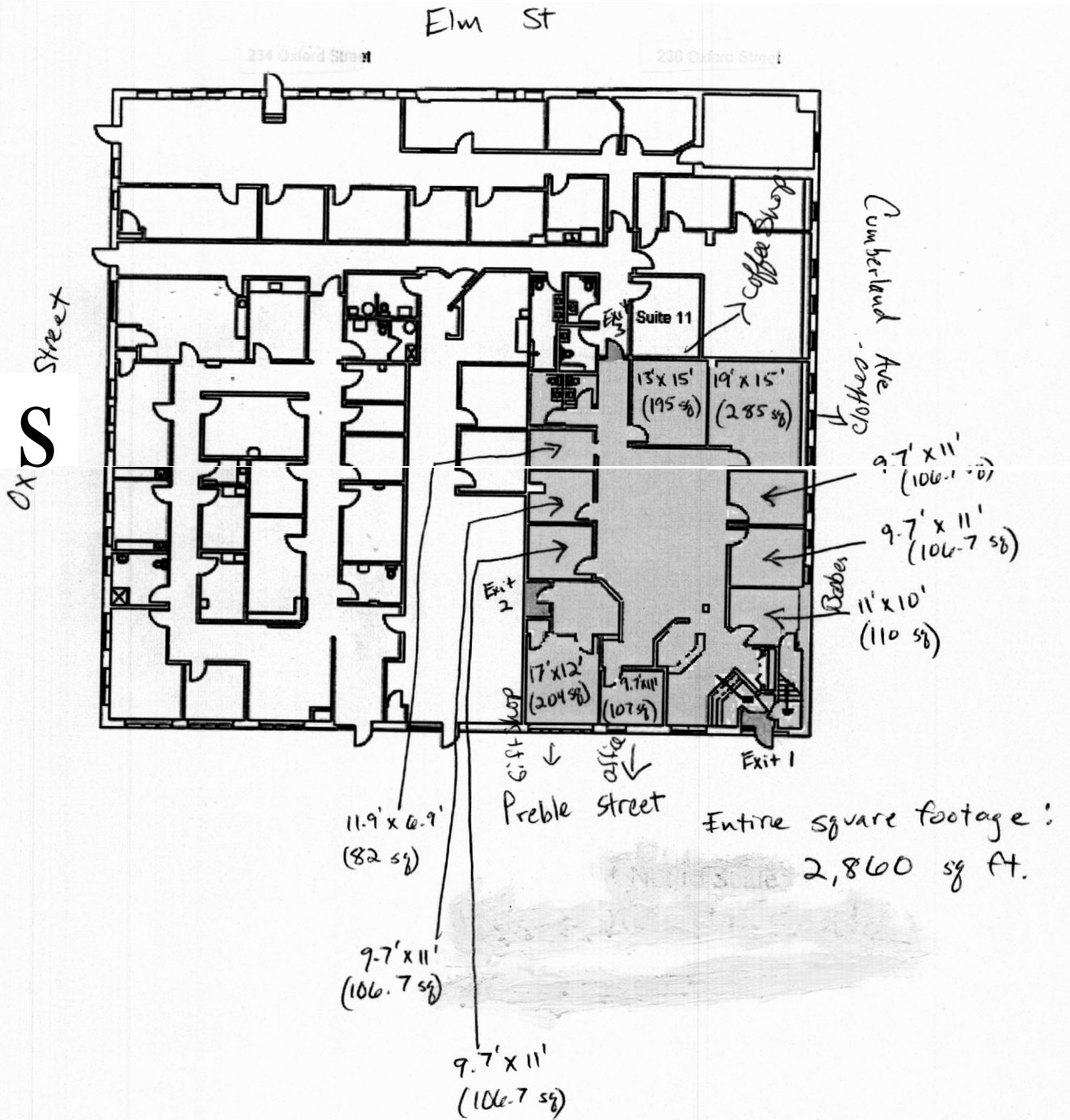
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315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

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

Signature of applicant:	Date: 12.6.05
-------------------------	---------------

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

Exhibit A



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of November 2005, by and between Bayside I, LLC with a place of business in Portland, Cumberland County, Maine and a mailing address c/o CB Richard Ellis/Boulos Property Management, One Canal Plaza, Portland, ME 04101 ("Landlord") and The Somali Development Institute of Maine, a Portland Company, with a mailing address of 59 Preble Street, Portland, ME ("Tenant").

1. **Premises.** Landlord hereby leases, demises and lets unto Tenant, in consideration of the Rent to be paid and other covenants to be performed by Tenant and subject to the terms and conditions set forth herein, and Tenant leases from Landlord, the following Premises:

The office suite known and numbered as 59 Preble Street in Portland, Maine, (the "Bayside I Complex") as depicted on Exhibit A attached hereto and incorporated herein

(the "Premises"). The Premises shall be deemed to contain 2,860 +/- rentable square feet. Tenant accepts the Premises in their "as is" condition on the date of this Lease. It is the responsibility of the Tenant to determine all zoning information and secure all required permits and approvals for its proposed use and occupancy of the Premises. Neither Landlord nor CB Richard Ellis/The Boulos Company make any representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Premises for the Tenant's intended use thereof.

2. **Term.** To have and to hold the said Premises for a term of three (3) years plus partial month beginning on the 9th day of November 2005, (the "Commencement Date") and terminating at 5:00 p.m. on the 30th November 2008, unless earlier terminated as provided in this Agreement or by mutual agreement of the parties (the "Lease Term").

3. **Assignment and Subletting.** Tenant shall not be permitted to assign this Lease or sublet the Leased Premises or any part thereof without Landlord's prior written consent such consent not to be unreasonable withheld or delayed. As a condition of Landlord's consent, Tenant agrees it shall use the services of a broker of Landlord's Choice as Tenant's exclusive leasing agent for the purpose of (a) subletting any portion of the Leased Premises. In the event of any sublease or assignment, Tenant shall obtain market rental rates for the Leased Premises and Tenant shall remain primarily liable for the Lease, Landlord shall receive all rent received by Tenant in excess of the base rent herein. Landlord shall have the right to recapture the space and release Tenant from its Lease obligation for the portion of the Leased Premises to be subleased or assigned rather than approve any sublease or assignment of the Lease. Notwithstanding the above, Tenant shall have the right to freely assign or sublease the Leased Premises to affiliates or subsidiaries so long as Tenant remains primarily liable for the Lease and so long as this provision continues for any subsequent non-affiliated assignment or sublease.

4. **Use of Premises.** (a) It is understood and agreed by Tenant that the Leased Premises shall be used and occupied by Tenant in compliance with all applicable laws, codes, regulations and similar governmental requirements and ordinances, only for the purpose of a Somali community business center. Tenant shall not prepare food and or cook on site, but may reheat food in a microwave. Proper ventilation will be required at Tenant's expense.

5. **Rent.** Tenant covenants and agrees to pay to Landlord, without holdback or set-off, at Landlord's address, during each year of the Lease Term, in monthly installments payable in advance on the first day of each month during the Lease Term, together with any other sums required to be paid by Tenant hereunder regardless of whether designated as rent (collectively, "Rent") as follows:

November 9, 2005 – November 30, 2005: The monthly base rent shall be Zero Dollars and Zero Cents Modified Gross (\$0.00 Modified Gross) payable in advance without setoff or deduction.

December 1, 2005 – November 30, 2006: The monthly base rent shall be Two Thousand One Hundred Forty-five Dollars and Zero Cents Modified Gross (\$2,145.00 Modified Gross) payable in advance without setoff or deduction.

December 1, 2006 – November 30, 2007: The monthly base rent shall be Two Thousand Two Hundred Four Dollars and Fifty-Eight Cents Modified Gross (\$2,204.58 Modified Gross) payable in advance without setoff or deduction.

December 1, 2007 – November 30, 2008: The monthly base rent shall be Two Thousand Two Hundred Sixty-four Dollars and Seventeen Cents Modified Gross (\$2,264.17 Modified Gross) payable in advance without setoff or deduction.

a. The above-stated base rent is on a Modified Gross basis and includes Tenant's prorata share of all base year (2005) operating expenses that relate to the Bayside I Complex including but not limited to real estate taxes, maintenance and repairs required to be performed by Landlord under this Lease, insurance, management fees, ground maintenance, water and sewer charges, heat, common area electricity and parking. During the Lease Term, Tenant shall pay, monthly, with Tenant's installments of base rent, its prorata share of increases in such operating expenses over such operating expenses for the base year (2005). Tenant's prorata share shall be a fraction, the numerator of which is 2,860, and the denominator of which is the number of rentable square feet in the Bayside I Complex, measured using standards for similar office space in the Portland, Maine area. Expressly excluded from the above operating expenses are Tenant's Premises electricity costs for lights, outlets, and air conditioning. For which Tenant will be directly responsible.

b. In addition to Base Rent, Tenant shall pay Landlord for the cost of additional HVAC necessary for Tenant's operate seven (7) days a week from 9:00 am to 10:00 pm. Said amount shall be increased by the increase in rates by Northern Utilities. The HVAC amount for the first year shall be \$0.42 per square foot, payable in equal monthly installments of \$100.00.

6. Security Deposit. Tenant shall, at the time of the signing of this Lease, pay a Security Deposit in the amount of \$2,145.00 (the "Security Deposit") to be held by Landlord during the Lease Term as security for the faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of the Security Deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof. Whenever and as often as said Security Deposit is so used by Landlord to cure any such default, Tenant shall, within ten (10) days after Landlord's request therefor, deposit additional funds with Landlord sufficient to restore the Security Deposit to its original amount. The Security Deposit will draw no interest. In no event is the Security Deposit to be used for the last month's rental payment without Landlord's written consent. The Security Deposit shall be returned within thirty (30) days after the scheduled termination date of this Lease, provided: (a) Tenant vacates the Premises and surrenders and delivers up the Premises in accordance with the terms of this Lease and "broom clean"; (b) all utility and other charges which may cause a lien to be placed upon the Premises have been paid; and (c) the Rent, Common Area Maintenance and other sums due under this Lease have been paid through the scheduled termination date and Tenant is not otherwise in default hereunder.

7. Casualty Damage; Eminent Domain.

(a) If the Premises shall be damaged by fire or other casualty covered by Landlord's policy of casualty insurance but are not thereby rendered untenable in any part, Landlord, at its own expense, shall cause such damage promptly to be repaired, and the Rent meanwhile shall be abated in accordance with the nature and proportion of the damage, until delivery of possession of the restored Premises. If the Premises shall be damaged or destroyed by a fire or casualty not covered by Landlord's policies of fire and extended coverage insurance, or if said damage or destruction renders the Premises untenable, in whole or in part, Landlord may elect to cancel this Lease by delivering notice of such election to Tenant within thirty (30) days of the date of the fire or other casualty, said cancellation to take effect as of the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid cancellation date, the Rent to be adjusted as of the date of delivery of said notice. If Landlord elects to restore the Premises, Landlord shall proceed to repair such damage or destruction, such repair to be completed within one hundred and eighty (180) days after the occurrence of such damage or destruction. If Landlord is unable to complete such repairs within the time period specified, then either party hereto shall have the right, to be exercised by notice in writing delivered to the other party within thirty (30) days from and after the expiration of such 180-day period to cancel this Lease, said cancellation to take effect as of the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid cancellation date, the Rent to be adjusted as of the date of delivery of said notice. In no event shall Landlord be obligated to expend for any repairs, restoration or reconstruction pursuant to this Paragraph an amount in excess of the insurance proceeds recovered by it and allocable to the damage to the Premises after deduction therefrom of Landlord's reasonable expenses in obtaining such proceeds.

(b) Landlord's obligation to repair, restore or reconstruct the Premises pursuant to the provisions of this Paragraph shall be limited to the shell of the building in which the Premises are located and any improvements originally constructed in or on the Premises by Landlord or contained therein prior to the commencement of the Lease Term. Tenant, at Tenant's expense, shall perform all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with the provisions of this Lease. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith.

(c) Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises, which damage and/or destruction is the direct and immediate result of an actual or attempted illegal or forcible entry into the Leased Premises.

(d) It is expressly acknowledged and agreed that any insurance procured by Landlord for fire and extended coverage shall be for the sole benefit of Landlord, and that such insurance shall not cover Tenant's personal property, trade fixtures, leasehold improvements, or equipment of whatever kind, all of which Tenant maintains on the Premises at its sole risk and expense, as provided in this Lease.

(e) If all or a substantial portion of the Premises are taken by eminent domain, this Lease shall terminate as of the date of such taking and Landlord reserves all rights to, and Tenant hereby relinquishes to Landlord all rights of recovery in, the proceeds of such taking. For purposes of this sub-paragraph, a "substantial portion" means a portion of the Premises that

renders the Premises unusable by Tenant in substantially the same manner as prior to the taking. In the event of a taking of less than a substantial portion of the Premises, then this Lease shall, at Landlord's option, continue with respect to the portion of the Premises not so taken and the Rent shall thereafter be proportionately abated in accordance with the portion of the Premises that Tenant is unable to use in substantially the same manner as prior to such taking.

8. **Covenants of Landlord.** Landlord does hereby covenant and agree with Tenant that so long as Tenant pays the Rent when due and complies with all of Tenant's other obligations hereunder, Landlord shall:

- A. Allow Tenant to peaceably and quietly hold and enjoy the Premises for the Lease Term, subject to all provisions of this Lease.
- B. Pay all real estate taxes assessed against the Premises,
- C. Maintain electrical and mechanical equipment owned by Landlord and located at the Premises, except to the extent any of the foregoing are required due to the negligence or willful misconduct of Tenant.
- D. Supply and pay all charges for sewer and water services supplied to the Premises for normal restroom use, provided however, that it is expressly understood and agreed that Landlord shall not be liable for any interruption of such services unless due to the gross negligence or willful misconduct of Landlord.

9. **Covenants of Tenant.** Tenant does hereby covenant and agree with Landlord that it will:

- A. Pay the Rent at the times and in the manner set forth in this Agreement.
- B. Keep the Premises neat and clean and, except to the extent Landlord has expressly agreed to do so hereunder, maintain the Premises in good order, condition, and repair, in a safe condition, and in compliance with all applicable laws and regulations. Tenant shall repair or replace any portion of the Premises or any of the systems serving the same which may be damaged by the negligence or willful misconduct of Tenant or anyone occupying the Premises by, through, or under Tenant. Tenant shall not commit or suffer any waste in or to said Premises,
- C. Use and occupy the Premises for a Community Center and for no other purpose without Landlord's written consent, comply with all applicable laws and regulations (including the Americans with Disabilities Act and the Maine Human Rights Act) and obtain all necessary permits and licenses for its use and occupation of the Premises.
- D. Permit Landlord or its agent to enter the Premises at reasonable times to inspect the same, to make such repairs as Landlord shall deem necessary, to show the Premises to prospective tenants, purchasers, or lenders, and for all other reasonable purposes.
- E. Not enter onto the roof of the Bayside I Complex for any reason, or penetrate or attach any item or fixture whatsoever to or through said roof system without the prior written consent of Landlord.
- F. Not carry on any type of activity or participate in any purpose that may be injurious to the health or property of any other tenant in the Bayside I Complex, or produce noxious odors or cause noise levels that would disturb other tenants in their quiet enjoyment of their space or that would substantially increase the cost, or risk the cancellation, of Landlord's fire and casualty insurance on the Premises.
- G. Peaceably quit and deliver up the Premises to Landlord at the termination of the Lease in as good order and condition, reasonable wear and tear excepted, as they are on the date hereof.
- H. Maintain and periodically inspect approved fire extinguishers in the Premises as required by the Department of Public Safety, suitably located.

- I. Will provide and be responsible for its own pest control, janitorial services, interior window washing, carpet cleaning, and rubbish removal. This is to include the cleaning and provision of supplies for its private bathrooms, if any.
- J. Pay any and all taxes and assessments (other than real estate taxes and assessments that Landlord *has* agreed to pay) associated with Tenant's use of the Premises, including but not limited to personal property taxes and assessments and all federal, state and local forms of withholding and FICA taxes and assessments.
- K. Not make any alterations to the Premises without the prior written consent of Landlord. **Any** permitted alterations or other permitted work by Tenant shall be completed by Tenant in compliance with all applicable laws and regulations.
- L. Notify Landlord in a timely manner of the conditions giving rise to any maintenance or repairs required to be performed by Landlord hereunder, it being expressly acknowledged and agreed that Tenant, as it **is** in possession of the Premises, assumes responsibility for any such conditions, maintenance and repairs unless and until it notifies Landlord of the need therefor and provides Landlord with an opportunity to perform the same. In no event shall Landlord be in default hereunder unless Landlord shall have failed to perform any obligation hereunder after the expiration of thirty (30) days written notice from Tenant, provided however, that if such obligation cannot reasonably be performed within such thirty day period, then Landlord shall have such additional period of time to perform provided it commences to perform within said thirty (30) day period and diligently proceeds to complete such performance.
- M. Not allow any animals other service dogs on the Premises.

10. **Heat.** Landlord shall pay for the cost of heating the Premises during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Except as described Section 5 (b). At all other times, including weekends and holidays, the temperature may be adjusted by Landlord so as to conserve energy. Landlord shall maintain and repair the heating system and its components at no cost to Tenant unless caused by the negligence or willful misconduct of Tenant, in which case Tenant shall be responsible therefor.

11. **Signage.** No signs, banners or other advertising materials shall be used by Tenant in, on, or about the Premises without the express written consent of Landlord. All of Tenant's signs, banners, or advertising materials shall be erected at Tenant's sole expense and in compliance with all applicable laws.

12. **Indemnification.** Tenant shall indemnify and hold Landlord harmless and, if requested by Landlord, defend Landlord with counsel reasonably satisfactory to Landlord, from and against any and all liabilities, losses, claims, causes of action, damages, costs, and expenses (including reasonable attorneys fees) incurred by or threatened against Landlord (i) arising out of any occurrence on the Premises or the use of the Premises by Tenant, its employees, agents, licensees, or invitees except to the extent caused by the negligence or willful misconduct of Landlord; or (ii) arising out of any omission, fault, neglect, or other misconduct of Tenant, its employees, agents, licensees, or invitees wherever occasioned; or (iii) arising out of any breach of the obligations to be performed or terms to be observed by Tenant under this Lease. Tenant agrees that the foregoing agreement to indemnify, defend, and hold harmless extends to liabilities, losses, claims, causes of action, damages, costs and expenses (including reasonable attorneys fees) arising out of claims of Tenant's employees without regard to any immunity, statutory or otherwise, including any immunity under the workers compensation laws of Maine, or any other applicable jurisdiction. Tenant's obligations under this paragraph shall survive the termination of this Lease.

13. **Insurance.** Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance, on an occurrence basis, with a deductible in an amount not to exceed \$1,000.00 under which Tenant is **an** insured, and **Bayside I, LLC** and **CB Richard Ellis/Boulos Property Management** are named as additional insureds, in a minimum amount of One Million Dollars (\$1,000,000.00) for injury or death to any one person or damage to property, and Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in a single accident or occurrence, together with a contractual liability endorsement covering Tenant's indemnification obligations under this Agreement. Such policy shall contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to cancellation, expiration or alteration of the policy. Tenant agrees to deliver a duplicate original insurance policy, insurance binder (countersigned by the insurer) or Evidence of Insurance (in Form ACORD 27) for such insurance to Landlord at the beginning of the term hereof and thereafter not less than thirty (30) days prior to the expiration of any such policy.

14. **Smoking Policy.** Tenant hereby agrees not to permit any smoking within the Premises or the Bayside I Complex in which the Premises are located.

15. **Relocation.** Landlord reserves the right, at any time during the term of this Lease, or any extensions or renewals hereof, to relocate Tenant from time to time to other reasonably comparable space owned by Landlord, provided that: (a) Landlord notifies Tenant in writing of its decision to relocate Tenant at least sixty (60) days prior to the effective date of the relocation; (b) Landlord pays for all reasonable moving and relocation expenses incurred by Tenant in connection with Tenant's vacation of the Premises; and (c) Landlord compensates Tenant for the reasonable value of any permanent fixtures or improvements which must remain affixed to the Premises. In the event of such relocation, the provisions of this Lease shall apply to Tenant's leasing of the relocation space except as may be otherwise specifically agreed in writing.

16. **Default.** If (a) Tenant fails to pay Rent when due, and such failure continues for ten (10) days beyond the due date; (b) within thirty (30) days after written notice from Landlord to Tenant specifying any failure by Tenant to perform any other obligation hereunder, Tenant has not cured the failure so specified; (c) any assignment shall be made by Tenant or any guarantor of this Lease for the benefit of creditors; (d) Tenant's leasehold interest shall be taken on execution; (e) a petition is filed by Tenant or any guarantor of this Lease for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Code as then in force and effect or under any other similar law; (f) an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant or any guarantor of this Lease and such involuntary petition is not dismissed within thirty (30) days thereafter; or (g) Tenant shall abandon the Premises (any of the foregoing occurrences being referred to in this Lease as an "Event of Default"), then, and in any of such cases, Landlord may exercise any remedies available to it hereunder or at law or equity.

17. **Remedies.** Upon the occurrence of any Event of Default, Landlord shall have all rights or remedies available to it at law or equity, and shall have the right to terminate this Lease by giving Tenant notice of termination. In the event of such termination, Landlord may, without further notice to Tenant and without being deemed guilty of any manner of trespass, expel Tenant and store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, Notwithstanding any such termination, Tenant shall remain liable for payment of Rent for the period of up to the termination and for the period commencing upon such termination of this Lease, and continuing through the date scheduled herein for termination had there been no Event of Default. In the event Tenant defaults pursuant to the terms of this Lease, Tenant agrees to pay all reasonable costs, attorneys' fees, and expenses incurred by Landlord in enforcing the terms of this Lease. No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a

consent or waiver to or of any other breach of the same or any other covenant, condition or duty. Landlord may, but shall not be obligated to, cure, at any time, following thirty (30) days' prior written notice to Tenant except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord on demand.

18. **Late Charges.** If any installment of Rent shall not be received by Landlord within five (5) days of the due date, then, without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge of 10% of the amount past due. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

19. **Estoppel Certificate.** Tenant shall, at any time, execute, acknowledge, and deliver to Landlord or a party designated by Landlord, within ten (10) days of receipt, an estoppel certificate which shall contain (i) a certification that this Lease is unmodified and in full force and effect or, if modified, a statement of the nature of any such modification and a certification that this Lease, as so modified, is in full force and effect; (ii) the date to which the Rent is paid in advance, if any; and (iii) an acknowledgment that there are not, to Tenant's knowledge, any uncured events of default on the part of Landlord, or a specification of such events of default if any are claimed by Tenant. Tenant's failure to deliver such certificate within the time frame set forth above shall, at Landlord's option, be conclusive proof that this Lease is in full force and effect without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and that not more than one month's Rent has been paid in advance.

20. **Hazardous Waste.** Tenant covenants and agrees that it will permit no hazardous or toxic waste, substance, material or matter, as those terms may be defined from time to time by applicable state, local or federal law, to be brought, used, maintained or stored upon the Premises in violation of any law or regulation. Tenant hereby covenants and agrees to protect, exonerate, defend, indemnify, and save Landlord harmless from and against any and all losses, liabilities, claims, causes of action, costs, and expenses, including reasonable attorneys fees, court costs and clean-up costs, and including but not limited to, such loss, damage, cost, expense or liability based on personal injury, death, loss or damage to property suffered or incurred by any person which may arise out of the removal or clean-up of any such waste, substance, material, or matter placed upon or within the Premises by Tenant or anyone claiming by, through, or under Tenant, whether or not in violation of law, or as the result of a breach by Tenant of Tenant's obligations under this Paragraph and the obligations contained in this sentence shall survive the termination of the Lease.

21. **Subordination.** This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Bayside I Complex in which the Premises are located and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease made prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof. Tenant agrees to execute any

documents required to effectuate an attornment or a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute an Event of Default by Tenant.

22. **Limitation of Liability.** Notwithstanding anything herein to the contrary, Tenant agrees that all trade fixtures, equipment, and other personal property of whatever kind or by whomever owned that may be at any time located in or on the Premises shall be at Tenant's sole risk or at the risk of those claiming by, through, or under Tenant, and that Landlord shall not be liable for any damage to or loss of such trade fixtures, equipment, or other personal property, including, without limitation, any damage or loss caused by negligence of Landlord or by theft, fire, water, explosion, sewer backup or any other insurable hazards, regardless of the cause thereof and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. Notwithstanding, anything herein to the contrary, Landlord shall not be liable for any damage or loss resulting, from business interruption at the Premises arising out of or incident to the occurrence of any of the perils which can be covered by a policy of business interruption insurance (regardless of whether Tenant actually procures such insurance and regardless of the negligence of Landlord) and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. In no event shall Landlord be liable for incidental, consequential, or punitive damages. Without in any way limiting or impairing the effect of the other provisions of this paragraph, it is hereby agreed that Tenant shall neither assert nor seek to enforce any claim arising out of this Lease or out of the use or occupancy of the Premises, the Bayside I Complex, or other property of Landlord against Landlord, its officers, directors, or stockholders or any of its or their assets other than Landlord's interest in the Bayside I Complex and Landlord's insurance coverage thereon and Tenant agrees to look solely to such interest and insurance coverage for the satisfaction of any liability of, or judgment against, Landlord, its officers, directors, or stockholders pursuant to any such claim.

23. **Notices.** Any notices required or permitted hereunder shall be in writing and shall be either hand delivered or sent certified mail, return receipt requested, addressed to the parties as stated in the first paragraph hereof or at such other address as a party may specify by written notice and any notice to Landlord shall also be sent to Bayside I, LLC c/o CB Richard Ellis/Boulos Property Management, One Canal Plaza, Portland, ME 04101.

24. **Holding Over.** The failure of Tenant to surrender the Premises at the expiration or earlier termination of the Lease Term and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy-at-will at a monthly rental equal to 150% of the monthly rental payments in effect hereunder immediately before such expiration or termination, payable on the first day of any month during all or a portion of which Tenant holds over. This provision does not give Tenant any right to hold over at the expiration of the term of this Lease Agreement. Payment or acceptance of rental payments under this provision shall be without prejudice to Landlord's right to prove and collect damages for Tenant's wrongfully holding over or otherwise constitutes a waiver of Landlord's rights with respect thereto. All other terms and conditions of this Lease (other than the Lease Term) shall remain in force during any tenancy-at-will that may be created by Tenant's holding over.

25. **Force Majeure.** In any case where Landlord is required to perform any act pursuant to this Lease, the time for the performance thereof shall be extended by a period of time equal to the period of any delay caused by or resulting from an act of God, war, civil commotion, system failures or other problems with the Bayside I Complex, or its mechanical systems, elevators or other components resulting from date sensitive computer chips hardware, or software that fail to process dates correctly upon commencement of or otherwise related to the year 2000, or caused by or resulting from fire or other casualty, labor difficulties, shortages of energy, labor, materials,

or equipment, government regulations, or other causes beyond Landlord's control, whether such period be designated by a fixed date, a fixed time, or as a reasonable date or time,

26. **Brokers.** Landlord has entered into a separate brokerage commission agreement with CB Richard Ellis/The Boulos Company. Tenant represents that Tenant has not had any dealings with any brokers or agents in connection with the negotiations of this Lease. Each party warrants and represents to the other that no brokerage commission is due to any person, firm, or entity with respect to this Lease except as set forth above and each party agrees to indemnify and hold the other party harmless with respect to any judgment, damages, legal fees, court costs, and any and all liabilities of any nature whatsoever arising from a breach of said representation.

27. **Governing Law.** This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time and without regard or reference to conflicts of law principles.

28. **Interpretation.** Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

29. **Entire Agreement; Binding Effect.** All negotiations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns of Landlord and Tenant, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

30. **Waiver of Jury Trial.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Tenant acknowledges that neither Landlord nor any person acting on behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant further acknowledges that it has read this waiver and understands its ramifications.

31. **Authority.** If Tenant is other than a natural person, the individual signing this document hereby represents and warrants to Landlord that (i) Tenant is duly organized under the laws of the State of Maine or, if other than the State of Maine, then under the laws of the state of its organization and, in such case, is also qualified to do business in Maine; and (ii) the Tenant has taken all action necessary to enter into this Lease; and (iii) the individual signing this document is duly authorized to do so on behalf of Tenant.

32. **Parking.** Tenant's use of said parking lots shall be in common with others and on a first-come, first-served basis.

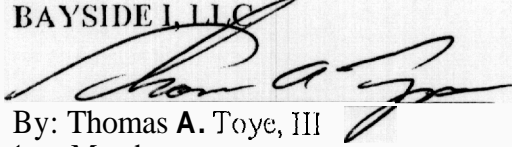
33. **Tenant's Work.** Any and all modifications to the Bayside I Complex by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to the commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable federal,

state and municipal building codes and ordinances. Tenant shall be responsible for the cost of Tenant's work.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first written above.

LANDLORD:

BAYSIDE I, LLC

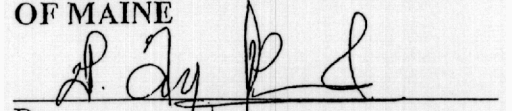


By: Thomas A. Toye, III
Its: Member

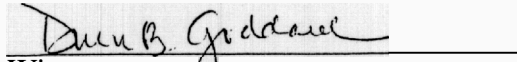
Witness

TENANT:

SOMALI DEVELOPMENT INSTITUTE
OF MAINE



By: A. Dy
Its: 11/11/05
Director of SDIM



Witness

GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Lease Agreement (the "Lease") by Bayside 1, LLC with a principal place of business in Portland, Maine, as Landlord, to The **Somali Development Institute of Maine** its Tenant, the undersigned (the "Guarantor") hereby guarantees and unconditionally agrees to and covenants with Landlord that Tenant will duly perform, observe and keep each **and every covenant**, proviso, condition and agreement in the Lease on the part of Tenant to be performed, observed and kept, including the payment of Rent and all other sums and payments agreed to be paid or payable under the Lease on the days and at the times and in the manner therein specified and that if any default shall be made by Tenant, whether in payment of any Rent or other sums from time to time falling due hereunder as and when the same become due and payable or in the performance, observance or keeping of any of the said covenants, provisos, conditions or agreements which under the terms of the Lease are to be performed, observed or kept by Tenant, Guarantor will forthwith pay to Landlord on demand the said Rent and other sums in respect of which such default shall have occurred and all damages that may arise in consequence of the nonobservance or nonperformance of any of the said covenants, provisos, conditions or agreements. Without limiting or otherwise impairing the effect of the foregoing, Guarantor covenants and agrees to assume and perform all obligations to be performed under the Lease on the part of Tenant in the event of any failure to organize Tenant as a corporation in accordance with applicable law prior to the date of the Lease, or any other suspension, impairment, or failure of any corporate existence or authority on the part of Tenant.

Guarantor covenants with Landlord that Guarantor has the necessary power to give the covenants contained in this Guaranty and is, jointly and severally, bound with Tenant for the fulfillment of all obligations of Tenant under the Lease. In the enforcement of its rights hereunder, Landlord may proceed against Guarantor as if Guarantor were named Tenant under the Lease, and any notice given by Landlord to Tenant shall be deemed to have been given also to Guarantor.

Guarantor hereby waives the right to require Landlord to proceed against or to pursue any other remedy whatsoever which may be available to Landlord before proceeding against Guarantor.

No neglect or forbearance of Landlord in endeavoring to obtain payment of the Rent reserved in the Lease or other payments required to be made under the provisions of the Lease as and when the same become due, no delay of Landlord in taking any steps to enforce performance or observance of the several covenants, provisos or conditions contained in the Lease to be performed, observed or kept by Tenant, no extensions of time which may be given by Landlord from time to time to Tenant, and no other act or failure to act of or by Landlord shall release, discharge or in any way reduce the obligations of Guarantor under this Guaranty, Tenant hereby agreeing to waive recourse to suretyship defenses generally.

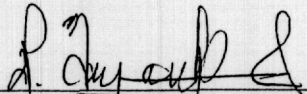
This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment by Tenant, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof or of any thereof is given to Guarantor. Guarantor hereby consents that the obligations and liabilities of

Tenant under the Lease may, from time to time, be renewed, extended, modified, compromised, released, or waived by Landlord, all without notice to or assent by Guarantor, as if Landlord has obtained the prior written consent of Guarantor, and Guarantor shall remain bound hereunder in respect of the obligations of Tenant under the Lease as same shall have been renewed, extended, modified, compromised, released, or waived.

All of Landlord's rights *and* remedies under the Lease or under this Guaranty are intended to be distinct, separate, and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. Whenever used in this Guaranty, the terms Guarantor, Landlord, and Tenant shall include the respective successors and assigns of the party named *its* such. This Guaranty shall be governed by and construed in accordance with the laws of the State of Maine.

As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Landlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Landlord and Guarantor shall and do hereby waive trial by jury.

WITNESS my hand and seal, this 9th day of ~~October~~ ^{November} 2005.


Witness 11/11/05

GUARANTOR:

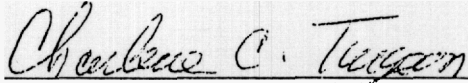
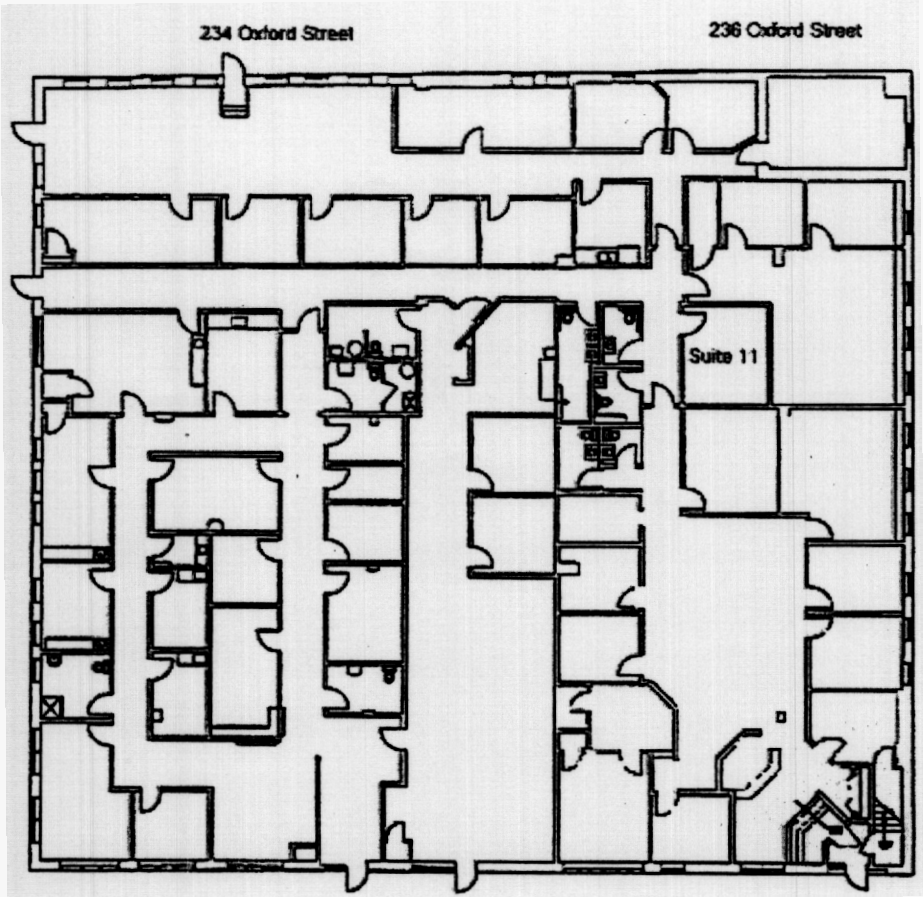

Charlene C. Turgeon, individually

Exhibit A



* Not to Scale

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	033 M001001
Location	60 ELM ST
Land Use	OFFICE & BUSINESS SERVICE
Owner Address	BAYSIDE I LLC ONE CANAL PLAZA PORTLAND ME 04101
Book/Page	15298/144
Legal	33-M-1 PREBLE ST 59-69 OXFORD ST 232-244 ELM ST 60-64 24792 SF

Current Assessed Valuation For Fiscal Year 2006

Land	Building	Total
\$235,430	\$1,060,390	\$1,295,820

Estimated Assessed Valuation For Fiscal Year 2007*

Land	Building	Total
\$282,700	\$1,199,500	\$1,482,200

* Value subject to change based upon review of property status as of 4/1/06.
The tax rate will be determined by City Council in May 2006,

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1919	1	29210	1

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
0.569	29210		OFFICE BUILDING - LOW-RISE	MAINE WORKMAN'S COMP CTR

Exterior/Interior Information

section	Levels	Size	Use
1	01/01	14605	OFFICE BUILDING
1	02/02	14605	OFFICE BUILDING

Height	Walls	Heating	A/C
9	BRICK/STONE	HW/STEAM	CENTRAL
9	BRICK/STONE	HW/STEAM	CENTRAL
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

Building Other Features

Line	Structure Type	Identical Units
2	SPRINKLER - WET	1

Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
1973	ASPHALT PARKING	5000	1

Sales Information

Date	Type	Price	Book/Page
05/01/1998	LAND + BLDING		13803-001
04/01/1998	LAND + BLDING	\$1,400,000	13712-230

Picture and Sketch

[Picture](#) [Sketch](#) [Tax Map](#)

Click here to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at **874-8490** or e-mailed.

New Search!

displaced tenants, § 14-861 et seq

See. 14-216. Purpose.

(a) The purposes of the **B-3** and B-3b downtown business zones are to:

- (1) Maintain and enhance the role of the downtown as the business and commercial center of the region;
- (2) Enhance and promote the orderly expansion of retail and service businesses downtown, satisfying the related needs of the city's resident, working and visitor populations;
- (3) Encourage increased housing opportunity downtown for a diverse residential population;
- (4) Enhance the pedestrian environment through the encouragement of intensive mixed-use activities, through the enhancement and maintenance of public and private open space, and through the enlivenment and increased attractiveness of the street environment;
- (5) Encourage excellence in urban design;
- (6) Preserve and capitalize on the unique character and historic fabric of the downtown through the encouragement of reuse of significant existing structures;
- (7) Provide opportunity for an enhanced presence and integration of the arts and cultural activities downtown;
- (8) Reinforce the role of the downtown as a meeting place for community residents and visitors alike from all walks of life and all socio-economic groups;
- (9) Provide adequate parking and transportation facilities which promote accessibility, enhance and encourage development opportunity, and enhance and protect the pedestrian environment;
- (10) In the pedestrian activities district (PAD) overlay zone, create continuity of pedestrian-oriented uses along

streets where such uses predominate and along streets which, over time, will establish and maintain a strong retail and pedestrian-oriented use pattern; and

- (11) Provide for the relocation of residents who are displaced by development.

(b) The B-3c downtown business zone recognizes that the business uses appropriate in this zone are constrained by the proximity of multi-unit elderly housing. In addition to the purposes of the B-3 and B-3b zones, the purpose of the B-3c zone is to promote the safety, quiet enjoyment, and general welfare of citizens residing in a dense urban neighborhood by decreasing the conflicts between residential uses and loud, uncontrolled late night activities.

(Ord. No. 241-91, 3-11-91; Ord. No. 46-97, § 2, 8-4-97)

Sec. 14-217. Permitted uses.

(a) The following uses are permitted in the B-3 and B-3b zones:

(1) *Residential:*

- a. Attached single-family, two-family and multifamily dwellings;
- b. Handicapped family units;
- c. Lodging houses;
- d. Combined living/working spaces including, but not limited to, artist residences with studio space.

(2) *Business:*

- a. General and business offices;
- b. Professional offices;
- c. Personal services;
- d. Offices of building tradesmen;

- e. Retail establishments, excluding gasoline sales, wholesale and bulk purchase lumber and construction supply sales;
- f. Restaurants, excluding drive-through or drive-in restaurants;
- g. Drinking establishments, except that drinking establishments and chemical-free night clubs, as defined in section 14-47, shall not be permitted in any location in the B-3c zone, including but not limited to the PAD overlay area;
- h. Billiard parlors;
- i. Miscellaneous repair services, excluding motor vehicle repair services;
- j. Communication studios or broadcast and receiving facilities;
- k. Health clubs and gymnasiums;
- l. Theaters and performance and exhibition halls;
- m. Convention and meeting facilities;
- n. Hotels;
- o. Business services;
- p. Parking garages and surface parking lots;
- q. Galleries.

(3) ***Institutions***

- a. Museums;
- b. Public or private schools of any type;
- c. Clinics;
- d. Church or other place of worship;

- e. Private club or fraternal organization;
- f. College, university, trade school;
- g. Nursery schools, kindergartens, and day care facilities or home babysitting services.

(4) *Other:*

- a. County and municipal uses;
- b. Studios for artists and craftspeople including, but not limited to, carpenters, cabinetmakers and silkscreeners;
- c. Printing, publishing and related manufacture of cardboard or paper boxes, provided that these activities are conducted wholly within a building.
- d. Bed and breakfast, subject to the standards of article V (site plan). A bed and breakfast may include a meeting facility if the facility meets the following standards:
 - 1. The meeting facility shall be limited to the following types of uses:
 - (a) Private parties.
 - (b) Business meetings.
 - (c) Weddings.
 - (d) Receptions.
 - (e) Seminars.
 - (f) Business and educational conferences.
 - 2. The building in which the bed and breakfast and the meeting facility will be located was in existence on March 3, 1997, and was greater than four thousand (4,000) square feet in



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