

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

Please Read
Application And
Notes, If Any,
Attached

Permit Number: 061305

PERMIT ISSUED

NOV - 8 2006

034 C004001

This is to certify that ONE MARGINAL WAY L n/a
has permission to Install one 5'75" x 2'75" sign existing existing sign
AT 1 MARGINAL WAY

provided that the person or persons firm or person accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and 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.

Classification of inspection must be given and when permission procured before this building or part thereof is used or service closed-in. 4
OUR NOTES ARE REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Handwritten Signature]
11/08/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1305	Issue Date: PERMIT ISSUED NOV - 8 2006	CBL: 034 004001
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Location of Construction: 1 MARGINAL WAY	Owner Name: ONE MARGINAL WAY LLC	Owner Address: PO BOX 4894	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: B7

Past Use: Commercial <i>Change of use permit # 06-1301</i>	Proposed Use: Commercial Install one 5'75" x 2'75" sign to existing freestanding sign	Permit Fee: \$62.00	Cost of Work: \$62.00	CEO District: 1
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Proposed Project Description: Install one 5'75" x 2'75" sign to existing freestanding sign <i>'Pure Movement Portland' fitness studios</i>	FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i> Signature:	INSPECTION: Use Group: <i>2</i> Type: <i>Sign</i> <i>ZBC 2003</i> Signature:
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: dmartin	Date Applied For: <i>8/9/06</i> 2006	Zoning Approval	
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<ol style="list-style-type: none"> 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.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <i>not meet Ord. req. to Planning</i> <input type="checkbox"/> Flood Zone <i>Section 14-368.5(g)</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>10/19/06</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Date: <i>11/6/06</i>	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date:
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D. Audreau

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: 06-1305	Date Applied For: 08/30/2006	CBL: 034 C004001
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Location of Construction: 1 MARGINAL WAY	Owner Name: ONE MARGINAL WAY LLC	Owner Address: PO BOX 4894	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Proposed Use: Commercial Install one 5'75" x 2'75" sign to existing freestanding sign	Proposed Project Description: Install one 5'75" x 2'75" sign to existing freestanding sign - "Pure Movement Portland" (fitness studio)
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Dept: Zoning **Status:** Not Applicable **Reviewer:** Ann Machado **Approval Date:**
Note: See letter dated 10/19/06. Application is for off premise sign. Applicant is appealing to the "planning authority" per section 14- 368.5(g). **Ok to Issue:**

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 11/08/2006
Note: after the fact permit **Ok to Issue:**
1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.

Dept: Planning **Status:** Approved **Reviewer:** Deborah Andrews **Approval Date:** 11/06/2006
Note: **Ok to Issue:**

Comments:

9/13/2006-amachado: Spoke to applicant, Leslie Hamm. Told her that the sign needed to be located on premise. The Enterprise sign is off premise. She said that she would get back to me with a new location.

9/22/2006-amachado: Luca faxed new location for sign and how it will be attached. Just need a picture from the sign company of how it will look.

10/4/2006-amachado: Spoke to Luca Richards. He is still trying to decide what option would work best for the sign placement.

10/19/2006-amachado: Spoke to Leslie Hamm. They want to appeal the denial of the permit to the planning authority under section 14-369.5. Denial letter written that can't have off premise sign.

9/18/2006-amachado: Spoke to Luca Richards. Gave him information about regulations for the freestanding sign in the B7.

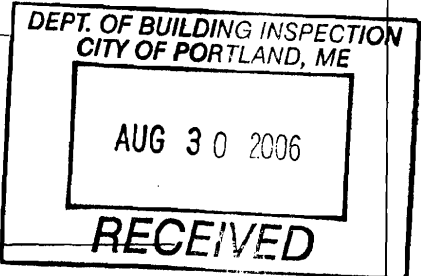
11/6/2006-amachado: Deb Andrews approved the sign under section 14-368.5(g).



Signage/Awning Permit Application

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

Location/Address of Construction: ONE MARGINAL WAY, 2ND FLOOR PORTLAND, ME 04101		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 34 C 004	Owner:	Telephone:
Lessee/Buyer's Name (If Applicable) LESLIE J. HAMM LUCA I. RICHARDS DBA PURE MOVEMENT PORTLAND	Contractor name, address & telephone:	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ _____ Awning Fee= cost of work N/A Total Fee: \$ 147
Who should we contact when the permit is ready: LESLIE HAMM phone: 871-7873		
Tenant/allocated building space frontage (feet): Length: _____ Height: _____ Lot Frontage (feet) _____ Single Tenant or Multi Tenant Lot MULTI-TENANT		
Current Specific use: VACANT If vacant, what was prior use: ADULT EDUCATION/TUTORING (PRIORITY LEARNING CENTER) Proposed Use: FITNESS STUDIO		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No _____ Dimensions proposed: 5.75' Height from grade: 2.75' Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No _____ Dimensions proposed: _____		
Proposed awning? Yes _____ No <input checked="" type="checkbox"/> Is awning backlit? Yes _____ No _____ Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes _____ No _____ If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No _____ Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes _____ No <input checked="" type="checkbox"/> Dimensions: _____ Awning? Yes _____ No <input checked="" type="checkbox"/> Sq. ft. area of awning w/communication: _____		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		



Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may 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: *[Signature]* Date: **29 AUG 06**

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

B-7 freestanding - total h 16' 5' above line
height 6' 1' parabolizing streets

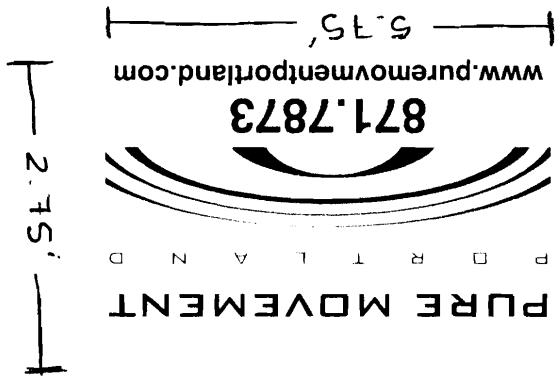
2.75 x 5.75 = 15.8125



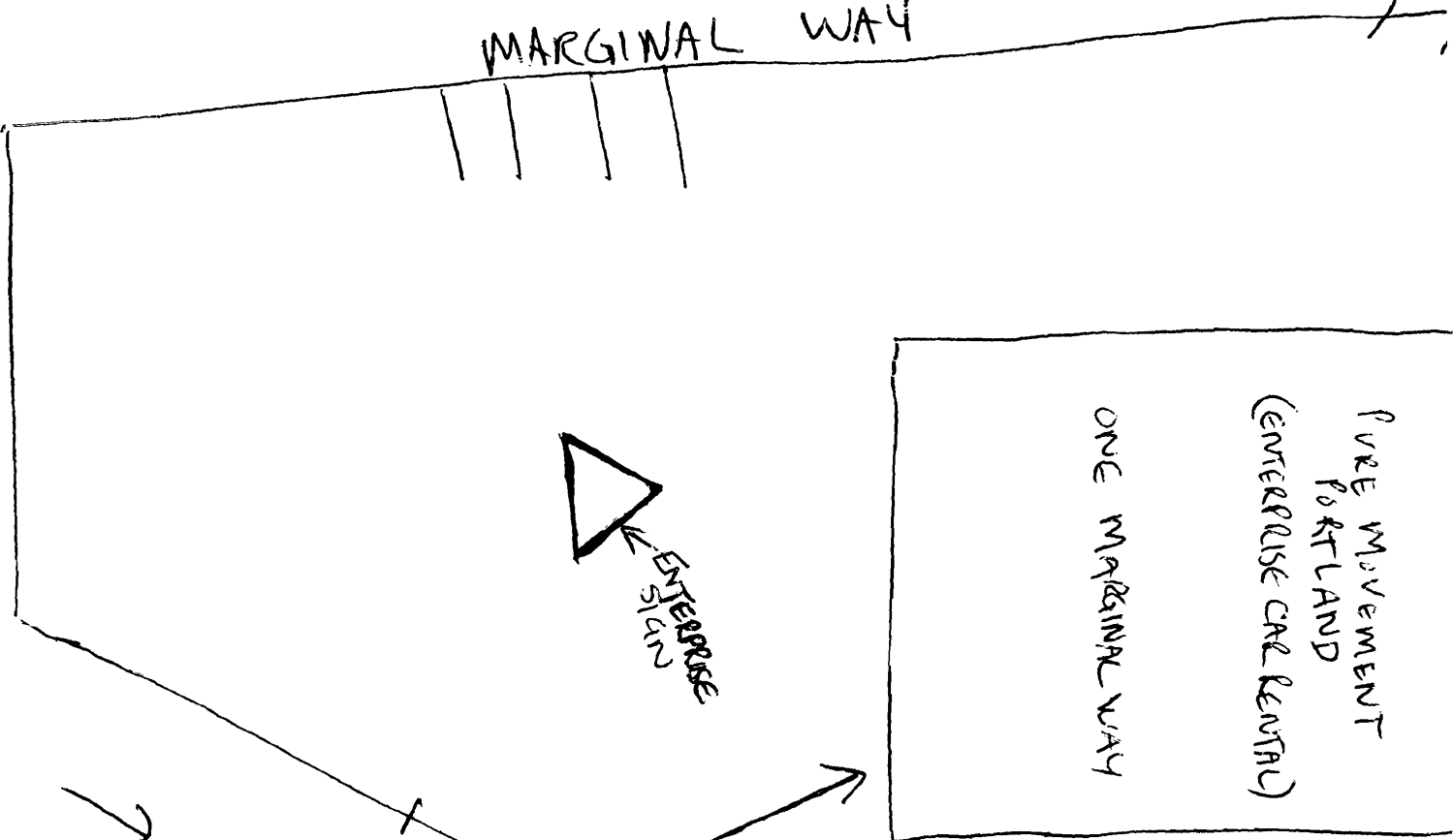
e Enterprise
1 800 rent-a-car

SIGN WILL BE CONSTRUCTED OF 1/2" PLYWOOD
AND ATTACHED WITH BOLTS TO EXISTING METAL
SIGN POST.

15.8125 ft²



MARGINAL WAY



one way

KENNEBEC ST.

60 FT+ BRIPING FROM BUILDING

FOREST AVE.

Pure Movement Portland sign post.

ADJACENT LOT



CERTIFICATE OF INSURANCE

1282494

ISSUE DATE (MM/DD/YY)

8/29/06

PRODUCER
 PHONE (A/C): 1-800-426-2889
 K & K Insurance Group, Inc.
 1712 Magnavox Way
 P.O. Box 2338
 Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **NATIONWIDE MUTUAL INSURANCE CO**
 COMPANY LETTER **B**
 COMPANY LETTER **C**

INSURED
 SPORTS, LEISURE & ENTERTAINMENT RPG
 D/B/A PURE MOVEMENT PORTLAND
 ONE MARGURAL WAY, 2ND FLOOR
 PORTLAND, ME 04101

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prof.	RPG0001693900	12:01AM 8/26/06	12:01AM 8/26/07	General Aggregate	\$ 2000
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability				Combined Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$	
	Excess Liability <input type="checkbox"/> Other than Umbrella form				Each Occurrence \$ Aggregate \$	
	Workers' Compensation and Employers' Liability				Statutory	
					\$	Each Accident
					\$	Disease-Policy Limit
					\$	Disease-Each Employee
	Participant Accident				AD&D	\$
					Primary Medical	\$
					Excess Medical	\$
					Weekly Indemnity	\$ X

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

RE: STUDIO PREMISES LIABILITY
 INCLUDES \$1,000,000 PROFESSIONAL LIABILITY FOR 2 INSTRUCTORS
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

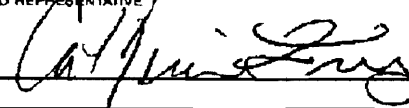
CERTIFICATE HOLDER

CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND CITY HALL
 PORTLAND, ME 04101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE





COMMERCIAL LEASE (GROSS/MODIFIED GROSS LEASE)

1. PARTIES

~~ONE MARGINAL WAY, LLC~~
Bayside Ventures, LLC with a mailing address of 50 Portland Pier, Portland, Maine 04101 ("LANDLORD"), hereby leases to Pure Movement Portland, LLC with a mailing address of 1 Marginal Way, 2nd floor, Portland, Maine 04101, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:

2. LEASED PREMISES

The leased premises are deemed to contain 2,000± square feet. The leased premises are located at 1 Marginal Way, Second Floor, Portland, Maine 04101 together with the right to use in common with others entitled thereto, the hallways necessary for access to said leased premises and lavatories nearest thereto. The leased premises also include exclusive use of three (3) parking spaces in the building lot and six parking spaces in Landlord's lot on Kennebec Street. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary (see Section 30) in this lease.

3. TERM

The Term of this lease shall be for three (3) years unless sooner terminated as herein provided, commencing on October 1, 2006 and ending September 31, 2009*. * Tenant shall be granted access to the space on August 1, 2006. Tenant shall be responsible for its utilities during free rent period.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$ 22,000</u>	<u>\$ 1,833.33</u>
<u>2</u>	<u>\$ 22,550</u>	<u>\$ 1,879.17</u>
<u>3</u>	<u>\$ 23,114</u>	<u>\$ 1,926.17</u>

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, 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: same as above. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of One Thousand Eight Hundred Thirty-three Dollars (\$1,833), which shall be held as a security deposit for the Tenant's performance as herein provided and refunded to TENANT without interest at the end of this lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

6. UTILITIES

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. 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 a 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 building 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 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 TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

**7. USE OF LEASED
PREMISES**

TENANT shall use the leased premises only for the purpose of Yoga, Pilates, Personal Training and associated fitness training.

**8. COMPLIANCE
WITH LAWS**

TENANT agrees to conform to the following provisions during the entire term of this (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

9. MAINTENANCE 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 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.
- A. TENANT'S OBLIGATIONS
- B. LANDLORD'S OBLIGATIONS LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.
10. ALTERATIONS-ADDITIONS 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, aerials 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 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 leased premises or any portion thereof, and in the case of an such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.
11. ASSIGNMENT-SUBLEASING TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
12. 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 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 TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

13. LANDLORD'S
ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing 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.

14. INDEMNIFICA-
TION AND
LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions 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 TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

15. TENANT'S
LIABILITY
INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as 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 more 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 LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with 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 canceled without at least thirty (30) days prior written notice to each assured named therein.

16. FIRE CASUALTY- 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, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and 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.

17. 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, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such

termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

18. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, with a copy to Bibeau & Company, 340 Fore Street, Portland, ME 04101 or at such other address as LANDLORD may from time to time advise in writing.

19. SURRENDER

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 TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

20. 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 agents 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 TENANT will with advance notice and 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 by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

21. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions 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.
22. 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 obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein 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 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 LANDLORD for satisfaction of such claim.
23. WAIVER OF DEFAULT 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 condition or duty.
24. SUCCESSORS DEFAULT The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
25. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.
26. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT, mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an

offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

27. BROKERAGE TENANT warrants and represents to LANDLORD that is has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Chris Craig. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor. LANDLORD agrees to pay NAI The Dunham Group a commission equal to five percent (5%) of the aggregate net rent for the in initial lease term due upon the commencement of this Lease. Said commissions shall be five percent (5%) of the aggregate net rent represented by the Lease extension or expansion and shall be paid upon mutual execution of the Lease extensions or expansion agreement by LANDLORD and TENANT.

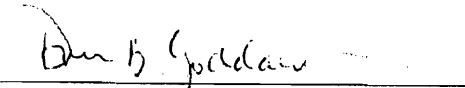
28. OTHER It is also understood and agreed that: Landlord shall replace plate glass windows in the space which are currently leaking and/or defective during Tenant's free rent period.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ___ day of ____, 2006.

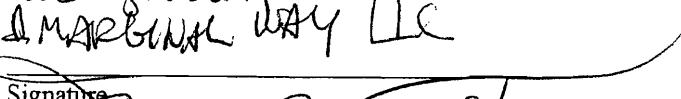
PURE MOVEMENT PORTLAND, INC:


Signature


Leslie J. Hamm Co-Owner
NAME/TITLE


Witness to Tenant

~~BAYSIDE VENTURES, LLC:~~

ONE MARGINAL WAY LLC

Signature

MARGINAL WAY LLC
NAME/TITLE


Witness to Landlord

Alterations.txt

From: Chris Craig
Sent: Wednesday, August 02, 2006 3:18 PM
To: Chris Craig
Subject: FW: fax number

These are the Alterations Pure Movement of Portland will be making to the space in accordance with section 10. Alterations-Additions.

*Adding a shower

* changing area.. that may include lockers but will definately include putting up some coat hooks on the walls.

* Putting hardwood on the floor in the far room that over looks forest ave

* Painting the walls in far room, and bathroom.. maybe putting wallpaper in bathroom.

* Putting up mirrors, ballet bars and a hang bar in the big room that overlooks the parking lot across the street.

* Taking down the NON load bearing walls of the little office.

* Mostlikely putting up some wall paintings in lobby area.

* we'd like a sign outside the building on the triangular sign post.. if possible.

* we'd like to put the words YOGA, PILATES, BARRE and PURE MOVEMENT on the windows that overlook forest avenue IF possible. (if not designated places to post our signs is requested).



Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

*Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator*

October 19, 2006

Leslie Hamm &
Luca Richards
Pure Movement Portland
One Marginal Way
Portland, ME 04101

RE: 1 Marginal Way – 034 C004 - B7 – sign permit for Pure Movement Portland –
permit # 061305

Dear Ms. Hamm & Mr. Richards,

I am in receipt of your application to erect a sign below the Enterprise sign on the existing pylon sign located at the corner of Kennebec Street and Forest Avenue. The land use ordinance only allows signs to be placed on the property where the business is located. The existing Enterprise pylon sign is located on assessing lot 034 A011. 1 Marginal Way is located across Kennebec Street on assessor's lot 034 C004. Since the sign is not located on the lot where the business Pure Movement Portland is located, we must deny the application.

You have the right to appeal my decision. Section 14 – 368.5(g) of the ordinance states that an applicant who has been denied a permit or approval for failure to meet the signage regulations of section 14 – 369.5 “may apply to the planning authority for review of the denied signage pursuant to the standards set forth in section 14 – 526(a)(23)”. If the planning authority disapproves the application, then under section 14 – 527 of the ordinance you may appeal the decision to the Planning Board within ten (10) days of the decision being rendered.

If you choose not to apply to the planning authority for a review, you are entitled to get most of your money back if you bring in the original receipt you got when you applied for the permit. Please feel free to call me at 874-8709 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann B. Machado".

Ann B. Machado
Zoning Specialist
(207) 874-8709