

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

<b>PERMIT ISSUED</b>	
Permit No: 01-0718UN 2 - 2001	Issue Date: 2 - 2001
CBL: 037 E002001	

<b>Location of Construction:</b> 585 Congress St	<b>Owner Name:</b> Trusiani Annamarie & Paul J	<b>Owner Address:</b> 585 1/2 Congress St <b>PORTLAND</b>	<b>Phone:</b> n/a
<b>Business Name:</b> n/a	<b>Contractor Name:</b> no contractor/self	<b>Contractor Address:</b> n/a n/a	<b>Phone:</b>
<b>Lessee/Buyer's Name:</b> n/a	<b>Phone:</b> n/a	<b>Permit Type:</b> Change of Use - Commercial	<b>Zone:</b> B-3

<b>Past Use:</b> Food Service / Vacant for 6 Months	<b>Proposed Use:</b> Change of Use / Gallery	<b>Permit Fee:</b> \$30.00	<b>Cost of Work:</b> \$1,000.00	<b>CEO District:</b> 2
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<b>Proposed Project Description:</b> Set-Up Tables For Gallery / Candle Sales.	<b>FIRE DEPT:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <b>INSPECTION:</b> Use Group: M Type: 3A <i>BOCA / ISSUED PERMIT WITH REQUIREMENTS</i>
<b>Signature:</b> <i>HM</i>	<b>Signature:</b> <i>[Signature]</i>
<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>	
<b>Action:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
<b>Signature:</b> <b>Date:</b>	

<b>Permit Taken By:</b> jodinea	<b>Date Applied For:</b> 06/19/2001	<b>Zoning Approval</b>
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>6/26/01</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <input 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 Date: <i>changes require</i>
	<i>NEW SIGNAGE requires A separate permit</i>	<i>any exterior PERMIT ISSUED WITH REQUIREMENTS</i>	

**CERTIFICATION**

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

01-0718

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

# All Purpose Building Permit Application

change of use

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: *Congress Square Gallery & Mail 589* <sup>Port Me. 04101</sup> *Congress St.*

Total Square Footage of Proposed Structure *0* Square Footage of Lot *1,400 +*

Tax Assessor's Chart, Block & Lot Number  
Chart# *37* Block# *E* Lot# *2*  
Owner: *Trusaina AnnMarie + Paul J.*  
Telephone#: *N/A*

Lessee/Buyer's Name (If Applicable) *Paul Michael Barry*  
Owner's/Purchaser/Lessee Address: *589 Congress St. Port Me 04101*  
Cost Of Work: \$ *0* Fee: \$ *30.00*

Current use: *vacant / was a Restaraunt.*  
If the location is currently vacant, what was prior use: *was Restaraunt, Totaly Emptie*  
Approximately how long has it been vacant: *about 1 1/2 years*  
Proposed use: *Gallery and Mail... Retail: candles-cards-gifts Artwork Etc.*  
Project description: *I will Be Renting wall space for Hanging ART, and table /shelf space for craft's "For sale Have Permit"*

Contractor's Name, Address & Telephone: *NONE*  
Applicants Name, Address & Telephone: *Paul Michael Barry: 442 Cumberland Ave 775-1485 wk# 828-4240 Hm# Unit 4 Portland me. 04101*  
Who should we contact when the permit is ready: *Paul Barry*  
Telephone: *775-1485 or 828-4240*  
If you would like the permit mailed, what mailing address should we use:  
6/19  
Rec'd By: *CH*

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**PLOT PLAN INCLUDES THE FOLLOWING:**

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches; a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation ( based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

**A COMPLETE SET OF CONSTRUCTION DRAWINGS INCLUDES THE FOLLOWING:**

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
  - Floor Plans & Elevations
  - Window and door schedules
  - Foundation plans with required drainage and damp proofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

**SEPARATE PERMITS ARE REQUIRED FOR INTERNAL & EXTERNAL PLUMBING, HVAC AND ELECTRICAL INSTALLATIONS**

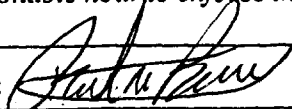
- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

Minor/Minor Site Review Fee for New Single Family homes: \$300.00/Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

**ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED**

**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/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: 620-01
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BUILDING PERMIT REPORT

DATE: 20 June 2001 ADDRESS: 585 Congress Street CBL: 037-E-002

REASON FOR PERMIT: Vacant To retail

BUILDING OWNER: Annmarie & Paul J. Trusiani

PERMIT APPLICANT: \_\_\_\_\_ (CONTRACTOR) SAO

USE GROUP: M CONSTRUCTION TYPE: 2A CONSTRUCTION COST: 1,000.00 PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)  
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

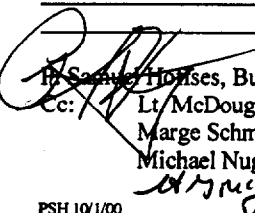
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: \*1 \*21 \*22  
\*24, \*25, \*30, 35, 38

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) "ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry. Concrete Sections 1908.9-19.8.10/ Masonry Sections 2111.3-2111.4.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B, H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. The Minimum required width of a corridor shall be determined by the most restrictive of the criteria under section 1011.3 but not less than 36".
16. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
17. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
18. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
19. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

6/19

20. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  - In the immediate vicinity of bedrooms
  - In all bedrooms
  - In each story within a dwelling unit, including basements
- X 21. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
22. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- X 23. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- X 24. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
25. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
26. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
27. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- X 28. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
29. All requirements must be met before a final Certificate of Occupancy is issued.
- X 30. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
31. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
32. Please read and implement the attached Land Use Zoning report requirements.
33. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
34. Bridging shall comply with Section 2305.16.
- X 35. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
36. All flashing shall comply with Section 1406.3.10.
37. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- X 38. Aisle accessways; aisle shall be a minimum width of 44" where serving an occupant load of greater than 50. Less than 50 - 36" is req. Sec. 1011.3.


 Marge Schmuckal, Building Inspector  
 Lt. McDougall, PFD  
 Marge Schmuckal, Zoning Administrator  
 Michael Nugent, Inspection Service Manager

PSH 10/1/00

**\*\*This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

**\*\*\*THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. ( You Shall Call for Inspections )**

**\*\*\*\*ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

**\*\*\*\*\*CERTIFICATE OF OCCUPANCY FEE \$50.00**

Congress Square Candles  
142 High St. Suite 318  
Portland, Maine 04101  
207-775-1485

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# Congress Square Gallery and Mall

June 7, 2001

Dear Artist:

Hi my name is Paul Michael Barry, you may know me as Charlie the candle guy on the third floor of 142 High St. I am looking to open a mall type space next to Paul's Food Center in Congress Square. If this was to be done I would look to have the Grand Opening the first week in July of 2001.

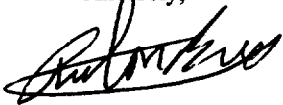
I am looking for Artists of all types who would be willing to pay a small rental fee to have their own space in a mall type gallery to show and sell their work, I myself will be making candles in the store so people can watch the process of candle making from beginning to end. I found this to be very successful in Key West Florida, people love to watch artists create their crafts then most of the people watching want to buy what you just made, I think as artists we all have found this to be true.

Spaces would be available to make certain crafts and or painting's in the store in your own space, you would be responsible for your own set up and upkeep of your area. if you just want to show and sell your work you will have to put up your own display center. Everything sold would go through one register in the front of the store, the Gallery Mall would have a 10% cut of everything sold giving the Artist themselves 90 % of the sale. 5% would go to taxes, and 5% for the mall general fund.

Monthly rental fee's will start at \$30.00 and range to about \$60.00 according to your space needs. The idea is to give every artist a store on Congress St. at a price we can all afford yet still keep our independence and have our own space, remember this would be your store, you're the boss.

Spaces will go very quick so if you are interested call me right away, or stop by Congress Square Candles or Radiant Light Gallery suite 315-318, if you don't get me there call 775-1485 or 828-4240 if I'm not there leave a message with your number and I'll call you a.s.a.p. we must move quickly to make this happen, so call now. Looking forward to hearing from you.

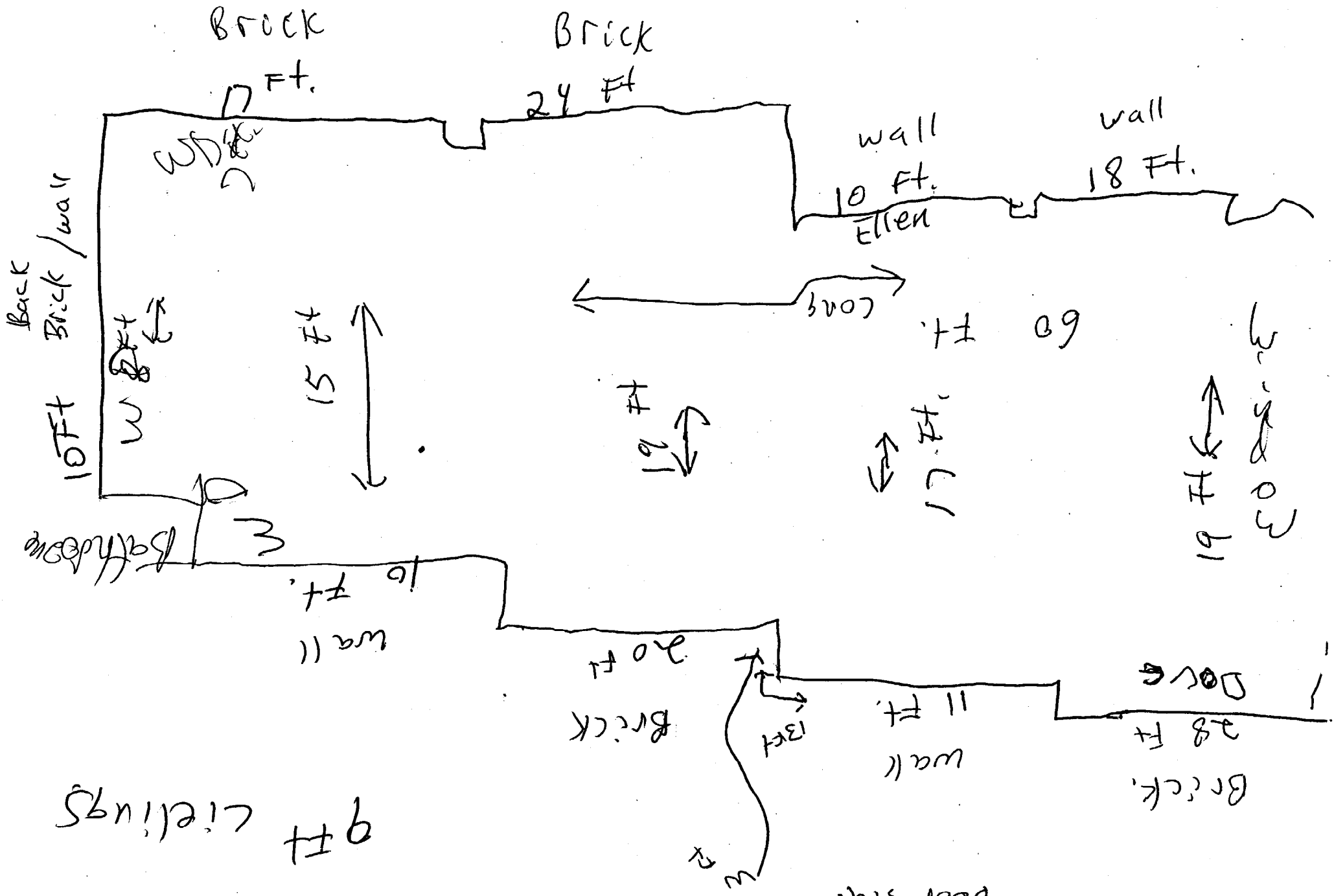
Sincerely,



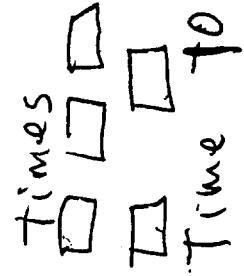
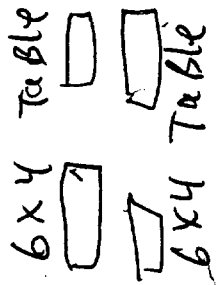
Paul Michael Barry  
a.k.a. Charlie B.



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floor space



20 x 50 1000

$$\begin{array}{r} 10800 \\ 1860 \\ \hline 5220 \end{array}$$

$$\begin{array}{r} 860 \\ 880 \\ \hline 1740 \\ 1660 \\ \hline 3400 \\ 3520 \\ \hline 6920 \end{array}$$

4.8





Maine Revenue Services  
Augusta, Maine

**SELLER'S CERTIFICATE**

This Certificate of Registration  
is issued under the provisions of Title 36, Part 3 MRSA

BARRY PAUL M  
d/b/a CONGRESS SQUARE CANDLES  
589 CONGRESS ST  
PORTLAND, ME 04101-3309

\*\*\* 0020 \*\*\*

Registration Number: 1055885  
Date Issued: April 1, 2001

Executive Director

Form ST-2  
5095354010614

**Note to the Taxpayer:** The original certificate must be conspicuously displayed at the location from which sales are made. Copies of this certificate, with the resale certificate portion completed below, must be provided to your vendors in order to purchase goods for resale. This certificate may be used for the purpose of a single purchase or for the purpose of a continuing line of purchases for resale. It is only necessary to provide one copy to the vendor. Subsequent purchases should indicate that the purchase is for resale.

**Note to the Vendor:** This certificate must be taken in good faith from the taxpayer named above. Your good faith may be questioned if you have knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property. This certificate is valid only if both the Seller's Certificate above and the Resale Certificate below are intact.

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**RESALE CERTIFICATE**

I HEREBY CERTIFY: That the above seller's certificate is valid, that I am engaged in the business of selling \_\_\_\_\_; that the tangible personal property described herein which I shall purchase from \_\_\_\_\_ will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

**Description of property to be purchased:**

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Authorized Signature

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Date

Maine Revenue Service

REG. NO. 0282

**REGISTRATION CERTIFICATE  
RENTER OF TEMPORARY RETAIL SPACE**

This certificate is issued under the provisions of Title 36, Part 3 MRSA, § 1754-A

To

CONGRESS SQUARE GALLERY MALL  
PAUL MICHAEL BARRY  
589 CONGRESS STREET  
PORTLAND ME 04101

This certificate must be conspicuously displayed at the location at which sales are made.

Issue Date: JUNE 14, 2001

Form ST2A

Rev. 7-99

Director, Sales, Fuel & Special  
Tax Unit

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

1. PARTIES

Clark House Partners c/o Paul Truisiani, with a mailing address of 585 Congress Street, Portland, Maine 04101 ("LANDLORD"), hereby leases to Paul Barry with a mailing address of 589 Congress Street, 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 1,400± square feet. The leased premises are located at 589 Congress Street, Portland, Maine together with the right to use in common with others entitled thereto, and the stairways necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM

The Term of this lease shall be for one (1) year, unless sooner terminated as herein provided, commencing on July 1, 2001 and ending on June 30, 2002.

4. RENT

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

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$ 10,800	\$ 900.00
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

payable in advance in equal monthly installments on the first day of each month during the term of this Lease with the exception of month's one (1) through six (6), as they will be paid upon lease execution, 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: 585 Congress Street, Portland, Maine 04101. 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. RENEWAL OPTION

So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for one (1) years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$ 14,400	\$ 1,200.00

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

*Handwritten:* 6000-21 SIXTY (60)

**6. SECURITY DEPOSIT**

TENANT shall pay to the LANDLORD the amount of Eighteen Hundred Dollars (\$1800.00) for a security deposit. Said amount to be paid within ~~forty five (45)~~ <sup>sixty (60)</sup> days of lease start date, 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.

**7. 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.

**8. USE OF LEASED PREMISES**

TENANT shall use the leased premises only for the purpose of retail and wholesale candle shop and art gallery.

**9. 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.

10. 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.
- 11.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.
12. 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. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
13. SUBORDINATION AND QUIET 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

ENJOYMENT

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 perform all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

14. 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.

15. INDEMNIFICATION 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.

16. TENANT'S LIABILITY

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts

## INSURANCE

and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Five Hundred Thousand Dollars (\$500,000) 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.

17. 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.

## 18. 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.

19. 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, or at such other address as LANDLORD may from time to time advise in writing.

20. 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.

21. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its 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.

22. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The 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.
23. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such 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.
24. 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.
25. 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.
26. 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.

27. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT, mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease 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.

28. BROKERAGE TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Thomas W. Moulton, CCIM., SIOR of NAI The Dunham Group ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

LANDLORD agrees to pay NAI The Dunham Group a commission upon execution of this Lease as per the listing agreement currently in place between the LANDLORD and NAI The Dunham Group.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 20 day of June, 2001.

TENANT:

LANDLORD:

PAUL BARRY  
Legal Name of Tenant

CLARK HOUSE PARTNERS  
Legal Name of Landlord

*Paul Barry* 6-20-01  
Signature

*Paul P. Pissani*  
Signature

Paul m Barry / owner  
NAME/TITLE

Partner  
NAME/TITLE

\_\_\_\_\_  
Witness to Tenant

*J. Thomas Motta*  
Witness to Landlord

GUARANTY

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

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 20 day of June, 2001.

GUARANTOR:

PAUL BARRY  
Legal Name of Guarantor

*Paul Barry* 6-20-01  
Signature

Paul Barry / owner  
NAME/TITLE

*J. Thomas Motta*  
WITNESS TO GUARANTOR