

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



**This is to certify that**

EARL APARTMENTS LLC /Steven C. Brann Building &  
Remodeling

**PERMIT ID:** 2013-00104

**Located at**

28 PREBLE ST (#34)

**CBL:** 037 F005001

has permission to **office renovation - lower wall from 10' 6" to 42"**

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

\_\_\_\_\_  
**Fire Prevention Officer**

  
\_\_\_\_\_  
**Code Enforcement Officer / Plan Reviewer**

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
THERE IS A PENALTY FOR REMOVING THIS CARD**

**PERMIT ID:** 2013-00104

**Located at:** 28 PREBLE ST (#34)

**CBL:** 037 F005001

**BUILDING PERMIT INSPECTION PROCEDURES**  
Please call 874-8703 (ONLY)  
or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

**REQUIRED INSPECTIONS:**

Close-in Plumbing/Framing  
Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 2013-00104	Issue Date:	CBL: 037 F005001
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<b>Location of Construction:</b> 28 PREBLE ST (#34)	<b>Owner Name:</b> EARL APARTMENTS LLC	<b>Owner Address:</b> 104 GRANT ST PORTLAND, ME 04104	<b>Phone:</b>
<b>Business Name:</b> Bicycle Coalition of Maine	<b>Contractor Name:</b> Steven C. Brann Building & Remodeling	<b>Contractor Address:</b> 39 South Freeport Road Freeport ME 04032	<b>Phone:</b> (207) 865-6674
<b>Lessee/Buyer's Name:</b> Same	<b>Phone:</b> (207) 623-4511	<b>Permit Type:</b> Alterations - Commercial	<b>Zone:</b> B3
<b>Past Use:</b> Office	<b>Proposed Use:</b> Office	<b>Permit Fee:</b> \$60.00	<b>Cost of Work:</b> \$4,000.00
<b>Proposed Project Description:</b> Lower wall from 10' 6" to 42" - interior renovation.		<b>FIRE DEPT:</b> 1/30/13 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	<b>INSPECTION:</b> Use Group: B Type: 3 IPC 09
		Signature: <i>[Signature]</i> 58	Signature: <i>[Signature]</i>
		<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
		Signature: _____ Date: _____	

<b>Permit Taken By:</b> gg	<b>Date Applied For:</b> 01/16/2013	<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 permit and stop work.</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> None <input type="checkbox"/> MM <i>[initials]</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 Any exterior work requires a separate Historic Preservation Review & Approval Date: _____
	1/29 <i>Calling for status</i>		

I hereby certify that I have been authorized by the owner of record and authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if such permit is issued, I certify that the code official's authorized representative shall have the authority to enforce the provision of the code(s) applicable to such work.

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



# General Building Permit Application

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

Location/Address of Construction: <u>37 Peble St Portland ME</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>037 F 005</u>	Applicant * <b>must be owner, Lessee or Buyer</b> * Name <u>Bike Coalition of Maine</u> Address <u>82 Mackworth</u> City, State & Zip <u>Portland ME 04103</u>	Telephone: <u>207-623-4511</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>JAN 16 2013</u> Address <u>Dept. of Building Inspections</u> City, State & Zip <u>City of Portland Maine</u>	Cost Of Work: \$ <u>4000.00</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>Business / Office Real Estate</u> If vacant, what was the previous use? Proposed Specific use: <u>Maine Bicycle Coalition Office</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>Lower wall (Zutavern) From 10'-6" to 42" in to be used for office space.</u>		
Contractor's name: <u>Steve Braun Building &amp; Remodeling</u> <i>Call do not send</i> Address: <u>39 So. Freeport Rd</u> City, State & Zip <u>Freeport ME 04032</u> Telephone: _____ Who should we contact when the permit is ready? <u>Steve or Stave 671-7353</u> Telephone: _____ Mailing address: <u>Same as Above</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division 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: [Signature] Date: 1-15-12

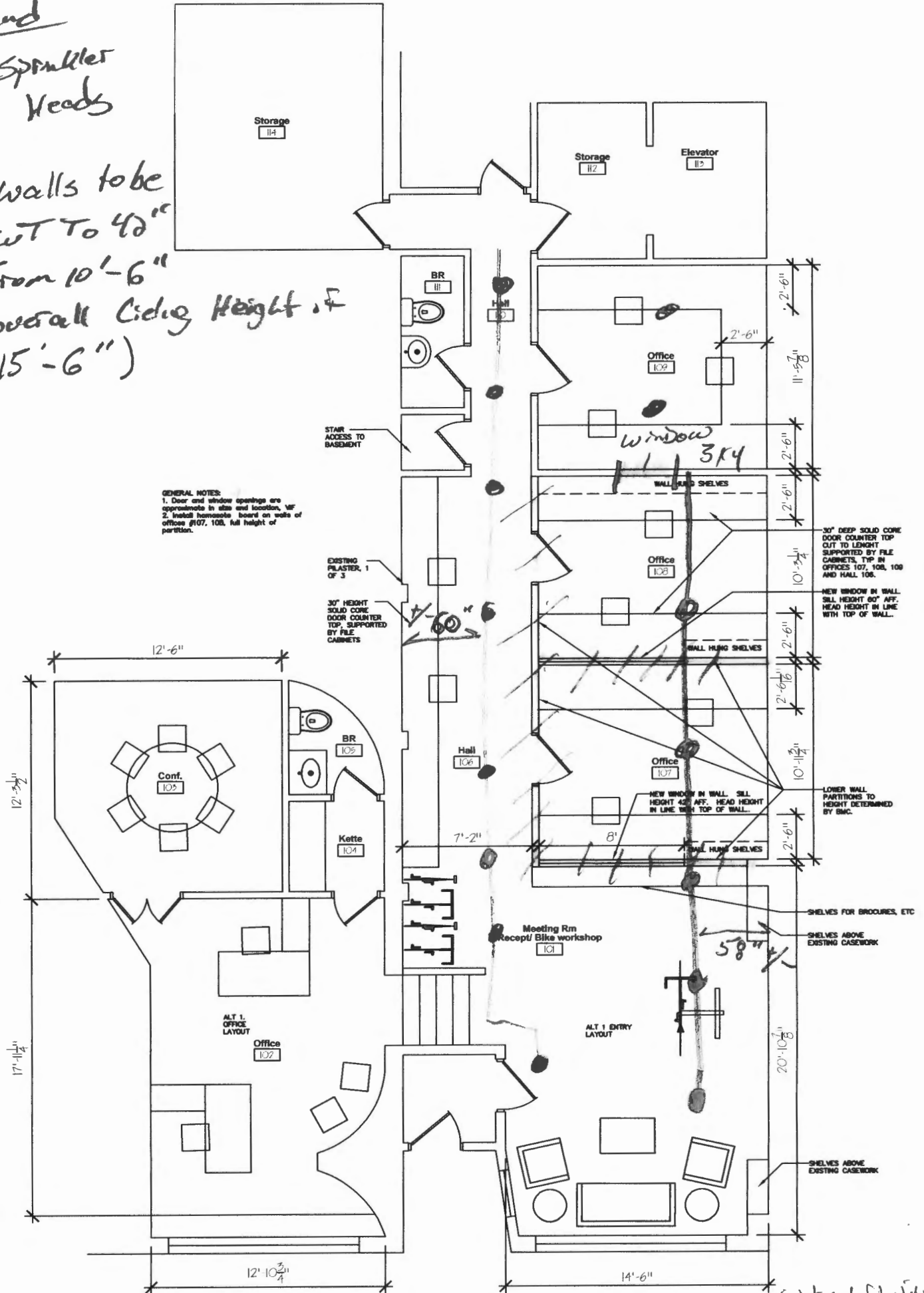
This is not a permit; you may not commence ANY work until the permit is issue

Legend

● = Sprinkler Heads

— = walls to be cut to 40" From 10'-6" (Overall Ceiling Height of 15'-6")

**GENERAL NOTES:**  
 1. Door and window openings are approximate in size and location, etc.  
 2. Install homasote board on walls of offices #107, 108, full height of partition.



Right end of building 1st floor

600

15' - 6"

15' - 6"

4 1/2"

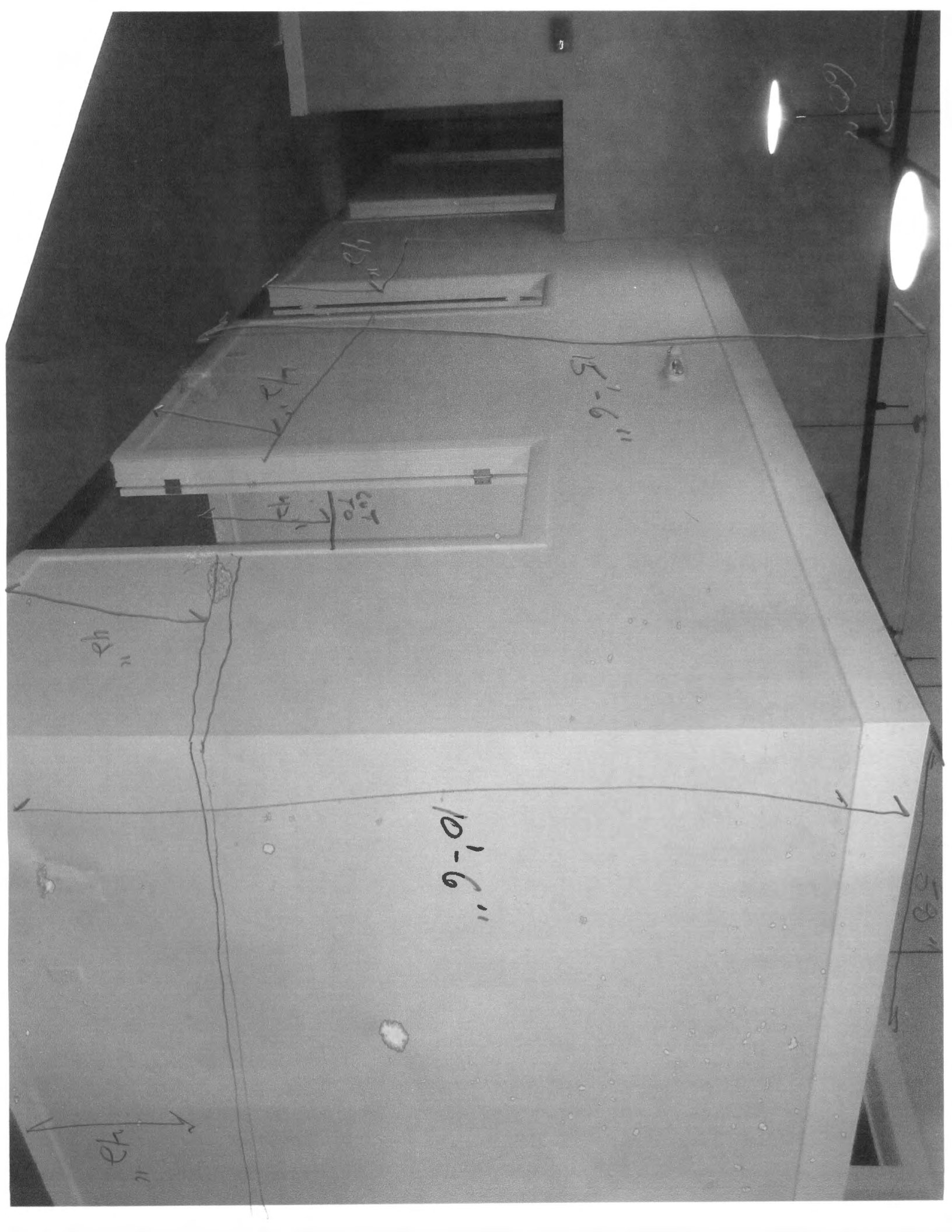
4 1/2" cut

4 1/2"

10' - 6"

58"

4 1/2"



LEASE

This Lease Agreement made this 11<sup>th</sup> day of January 2013, by and between Earl Apartments, LLC, a Limited Liability Company with a place of business at 104 Grant St., Portland, ME 04101(hereinafter called "Landlord") and the Bicycle Coalition of Maine (BCM), a Maine non-profit with a mailing address of PO Box 5275, Augusta, Maine 04332-5275 (hereinafter called "Tenant").

WITNESSETH

Article 1 Premises: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord certain first floor retail space located at 34 Preble Street, Portland, ME 04101 consisting of approximately 1800 square feet of retail space to be designated by Landlord (the "Retail Space") together with the basement area directly beneath the Retail Space also as designated by Landlord (the Retail Space and basement area hereinafter are referred to as the "Leased Premises").

Notwithstanding the foregoing, the Landlord and it's duly authorized agents shall have access to and the right to enter said basement area for purposes of reading, maintaining and servicing utility meters and other mechanical systems, and in the event of an emergency.

Article 2 Term: The Leased Premises are leased for a term commencing on February 1, 2013 and terminating five (5) years thereafter on January 31, 2018. Tenant shall have the right to renew subject to the conditions set forth in and on the terms defined in Article 3.1 below.

In the event Tenant shall continue in occupancy of the Leased Premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of the Lease, but occupancy shall, at the option of the Landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect during the last year of the term, increased by ten (10%) percent prorated and payable month to month on the first day of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the term thereof.

Article 3 Rent: The annual base rent for year 1, February 1, 2013 through January 31, 2014 shall be \$12,000 (\$1,000 monthly). The annual base rent for years 2 through 5 shall be:

Year 2 February 1, 2014 – January 31, 2015	\$1,050 monthly/\$12,600 annually
Year 3 February 1, 2015 – January 31, 2016	\$1,103 monthly/\$13,236 annually
Year 4 February 1, 2016 – January 31, 2017	\$1,158 monthly/\$13,896 annually
Year 5 February 1, 2017 – January 31, 2018	\$1,216 monthly/\$14,592 annually

Said rent shall be payable in advance the first day of each and every calendar month during the term of the Lease and rent payments shall be made to the Landlord's manager, Port Property Management, 104 Grant Street, Portland, ME., 04101. The first month's

rent shall be due in full at lease signing. Any rent payment received by the Landlord after the 7<sup>th</sup> of the month shall be subject to a 5% late fee.

Article 3.1 Renewal: Tenant shall have the right to renew this Lease for 1 (one) 5 (five) year term at a following rent rates.

Year 1	February 1, 2018 through January 31, 2019	\$1,277 monthly, \$15,324 annually
Year 2	February 1, 2019 through January 31, 2020	\$1,341 monthly, \$16,092 annually
Year 3	February 1, 2020 through January 31, 2021	\$1,408 monthly, \$16,896 annually
Year 4	February 1, 2021 through January 31, 2022	\$1,478 monthly, \$17,736 annually
Year 5	February 1, 2022 through January 31, 2023	\$1,552 monthly, \$18,634 annually

The first renewal term shall commence the day following the expiration of the initial term of the Lease. In order to exercise its right to renew Tenant must give Landlord written notice of its intent to renew a minimum of 6 (six) months prior to the expiration of the initial term provided, however, that the Tenant may not exercise its right to renew the Lease if Tenant is in default of any of its obligations under the Lease at the time of such notice or thereafter. If the Tenant exercises its option to renew Tenant agrees to pay to Landlord, or its designee, rent on the terms described in Article 2 above at the new rental rate for each renewal term set forth above in this Article 3.1.

Article 4: Security Deposit: The security deposit shall be in the amount of One Thousand Dollars (\$1,000.00) and shall be due in full at lease signing. No interest shall be paid upon this security deposit. After expiration of this Lease, Tenant shall be entitled to the return of any unused portion of the Security Deposit provided that upon expiration, Tenant shall not be in default under the terms and conditions of this Lease and the Leased Premises are left in good repair, normal wear and tear excepted, free of rubbish and other items and in broom clean condition.

Article 5 Quiet Enjoyment: The Tenant upon payment of rent herein, and upon performance of all terms of this Lease, shall at all times during the Lease term, peacefully and quietly enjoy the leased property without disturbance from the Landlord.

Article 6 Maintenance:

- a. The Tenant shall keep the Leased Premises in a neat, clean, and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted, and Tenant shall be responsible for all "day to day" repairs and maintenance to all plumbing fixtures, and electrical systems and fixtures, other than that as specified in paragraph (b) below. Landlord shall replace any fixtures installed in the Leased Premises prior to the Lease commencement date that fail during the course of normal daily use at its own expense, except any fixtures, the failure of which is caused by the negligence of the Tenant. Tenant shall keep, at Tenant's sole expense, the Leased Premises including, without limitation, all carpeting, flooring and window and door glass in good order and repair, and in at least as good order and repair as they are on the commencement date, reasonable use



and wear excepted. Tenant shall be responsible for maintaining and keeping clear all drains and waste lines in the Leased Premises at Tenant's sole expense. Tenant shall not do anything to cause the Leased Premises or the activities therein to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of any officer of competent authority. The Tenant shall permit no waste with regard to the Leased Premises.

- b. The Landlord shall keep the structural portions of the Building which shall be defined to be the exterior walls (including doors, windows [exclusive of glass]), foundation, floors, and roof, in good order and repair, provided, however, that any such maintenance made necessary by fault or neglect of the Tenant or its employees or visitors, shall be at the expense of the Tenant and Tenant shall pay all costs therefor.
- c. Tenant shall be responsible at its expense for snow and ice removal in front of the Leased Premises, in accordance with applicable regulations and ordinances. Tenant shall promptly after any accumulation of snow or ice apply sand and salt as needed to sidewalks and entryway(s) such that they are safe for all forms of pedestrian traffic.
- d. Tenant shall store and promptly remove at its expense all of its rubbish, trash and waste in such manner as shall not be offensive to Landlord, any other Tenant or guest of the building, nor shall it become a nuisance.
- e. Tenant shall provide regular pest control services at its expense as required by any license, permit, law or ordinance, and/or as appropriate or consistent with local industry standards for the nature of the Tenant's business.
- f. The Landlord shall be responsible, at its own expense, for all maintenance and necessary repairs to HVAC system, provided the repairs are not a result of the Tenant's negligent use. Tenant shall report any problems with the HVAC system to the Landlord in a timely manner. Tenant shall reasonably accommodate Landlord's efforts to schedule HVAC maintenance and service.
- g. Any alterations to the entry locks of said Leased Premises must be done by Maine Locksmith Services, 207-892-8366, at Tenant's sole expense.

Article 7 Improvements/Alterations: No improvements or alterations to the Leased Premises which materially change or alter the retail space shall be made without Landlord's written approval. Any request by Tenant for such approval shall be submitted with written specifications and drawings satisfactory to Landlord and Landlord agrees to not unreasonably withhold approval of such requests for improvements or alterations. All improvements made to the Leased Premises by Tenant must be done in accordance with all local building codes and ordinances and all applicable State and Federal statutes and regulations and Tenant must obtain all necessary permits prior to commencing improvements. With the exception of Tenant's personal and trade fixtures, any and all improvements or alterations made to Leased Premises shall become property of the Landlord at the expiration or termination of Tenant's tenancy. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Leased Premises and shall provide the Landlord with evidence of the same. Should Landlord be subjected to any materialman's suit(s) or lien(s) for any services or materials associated with Tenant

improvements or alterations to the Leased Premises, Tenant shall pay any and all costs incurred by Landlord in defense or prosecution of such actions within ten (10) days of demand by Landlord. In the event any lien is claimed or recorded with respect to the Leased Premises, Tenant shall cause such lien to be removed or otherwise satisfied within thirty (30) days of notice of such claims or recording of such lien, whichever shall be earlier. Failure to do so shall constitute a default under the terms of this Lease.

Article 7.1 Improvements by Landlord: Upon execution of this Lease Landlord shall at its own expense:

1. Install two 3 ton air to air heat pumps, one condenser unit, duct work, refrigerant piping, a condensate pump and 2 thermostats to provide heat, ventilation and air conditioning in the Premises.
2. Install 3 electrical outlets in the front room and hall of the premises in locations specified by BCM.
3. Install a phone jack in the front room in a location specified by BCM.
4. Install a new toilet, vanity and sink and shower in the bathroom on the lower level of the premises.
5. Repair the street level casement windows in the upper front office so they can open, close and be secure.
6. Provide adequate lighting on the basement stairs.
7. Clean out and broom clean the basement and secure it from the other parts of the basement.
8. Touch up the paint in the premises as determined by Port Property Management.
9. Clean the premises and shampoo the carpets in the premises by February 1, 2013.

Article 8 Utilities: Landlord shall provide and pay for hot water, water and sewer, and steam and forced hot water heat in the Leased Premises. Tenant shall be solely responsible for and pay for electricity for supplemental heat and air conditioning in the premises. Tenant shall be solely responsible for and pay for electricity, phone, internet and all other utilities in the Leased Premises. In no event shall the Landlord be liable for an interruption or failure in the supply of any utilities.

Article 9 Common Areas: Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use Common Areas, on the ground floor only, in common with others during the Term subject to any rules set by Landlord and subject further to the rights of the Landlord set forth herein.

Article 10 Insurance: At all times after the execution of this Lease, Tenant shall obtain and keep in force insurance, including without limitation:

1. Commercial General Liability Insurance, including, without limitation, fire and property damage insurance, with coverage on terms and in form acceptable to Landlord in its sole discretion, at the Tenant's expense,

including, without limitation, insurance against assumed or contractual liability with respect to the Leased Premises, and the business operated by Tenant and any sub-tenants, concessionaires, or licensees of Tenant in the Leased Premises, to afford protection to the limit, for each occurrence, of not less than one million dollars (\$1,000,000.00) with respect to personal injury, death and property damage. Said insurance shall also provide for coverage in equal amounts for and of all parties, including but not limited to other tenants in the Landlord's building, who might be harmed or injured, or suffer property damage, as a result of activities, caused by or occurring on Leased Premises by the Tenant and any sub-tenants, concessionaires, or licensees of the Tenant. The insurance policy shall protect and hold harmless Landlord from any and all claims of such third parties and/or other tenants of the building who are or may be harmed as described above.

2. All Risk Casualty Insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property (or the highest such coverage available) in the Leased Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Leased Premises by Tenant.
3. Tenant shall be solely responsible for the cleaning, maintenance and replacement of plate glass and other windows located within the Leased Premises and is advised to obtain insurance coverage with respect to damage thereto. Tenant agrees to repair promptly any damage to such glass and windows at its sole expense.
4. All of the insurance policies to be obtained by Tenant under the terms of the Lease or this Lease Amendment shall contain a clause that the insurer shall not cancel or reduce the coverage of the insurance without first giving Landlord and any mortgagees of Landlord thirty (30) days' prior written notice.

Landlord as named insured: Earl Apartments LLC shall be listed on the insurance policies as a "named insured". A copy of such insurance policy shall be provided to Landlord upon the execution of this Lease and each year upon policy renewal.

Tenant will not do nor suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in or from companies acceptable to Landlord.

Article 11 Damage or Destruction: In case the buildings upon said Leased Premises, or any part thereof, during said term be damaged or destroyed, the Landlord may, at its option, proceed to repair and/or rebuild the same, including any improvements or betterments made by Tenant, upon the same plan as immediately before such damage or destruction occurred, and until said Leased Premises are rebuilt and put in good and

tenantable order, the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until said Leased Premises have been restored to the same condition as before such damage and destruction occurred, be suspended. In the event that the Landlord chooses not to proceed to repair or rebuild the Leased Premises, then this Lease may be terminated by the Landlord by giving the Tenant written notice of the Landlord's intention not to rebuild within thirty (30) days of the casualty causing the damage of destruction.

Either party shall have the right to cancel this Lease if the damage to the building is so substantial that it cannot be reasonably repaired within a period of one hundred twenty (120) days; the intent to cancel shall be sent by either party within ten (10) days of the occurrence of the damage.

Article 12 Condemnation: If the Leased Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. In the event that a substantial portion of the Leased Premises itself is taken or condemned, both Landlord and Tenant shall have the right to terminate this Lease upon giving notice in writing ten (10) days in advance of proposed termination date. In the event the Lease shall not be terminated as provided herein, rent shall abate proportionally as to the part so taken.

Article 13 Assignment and Subletting: Tenant shall not assign this Lease, nor sublet the Leased Premises in whole or part, without the prior written consent of the Landlord, which consent Landlord agrees not to withhold unreasonably. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease, and in case of an assignment, the Assignee shall agree in writing with Landlord to be bound by, and assume all obligations of Tenant under this Lease.

Article 14 Use: Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in a manner which will in any way violate any present or future laws, ordinances or regulations of any municipal or other governmental authority. Tenant shall use the Leased Premises for office space. Tenant shall obtain all local, county and state permits and licenses required for such use. Tenant shall not use nor sublease the Leased Premises so as to cause a violation of any statute, ordinance or restriction of record.

Article 15 Subordination: Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the Leased Premises, and to any renewal, modification, replacement or extension of such mortgage of security indenture.

Article 16 Default: This Lease is made on the condition that if the Tenant shall fail to pay any rent or additional rent payment provided herein by its due date as provided hereunder, or shall fail to pay any other monetary obligation on its due date to Landlord as provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for five (5) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant

shall be declared bankrupt or insolvent according to law, or if Tenant shall die, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make assignment for the benefit of its creditors, or if Tenant shall file bankruptcy, or if an involuntary bankruptcy shall be filed against Tenant which shall not be dismissed within thirty (30) days, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of the Lease as herein provided, then and in any of said cases, notwithstanding any license or any former breach of covenants or waiver or consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing which termination shall be effective immediately or at Landlord's election on a date stated in said notice; (b) with or without process of law, enter into and upon the Leased Premises or any part thereof and repossess the same, and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects (together with any third parties' property) 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 preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the then-current term exceed the fair rental value of said Leased Premises for the remainder of the original term and of any extensions thereof as determined by Landlord, and in addition thereto, will during the remainder of the then-current term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, additional rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the Leased Premises, if any. The Landlord shall make reasonable efforts to secure a rental equal to the then-prevailing local rate for the Leased Premises concerned. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs of reletting the Leased Premises including, without limitation, real estate commissions, costs of advertising, costs of damage repair, cleaning, costs of renovation of the property to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges, including, without limitation, all reasonable counsel fees incurred, in obtaining possession of the Leased Premises after a default of the Tenant, or after the Tenant's default in surrendering possession upon expiration or earlier termination of the term of the Lease, or in enforcing any covenant or obligation of the Tenant herein contained.

Article 17 Access: Landlord shall provide at least 24 hours advance notice of intention to enter the Leased Premises, except in the case of an emergency which shall include without limitation any necessary fixture or system repairs. Upon such notice, the Landlord and his personal representatives, agents, or employees, may enter the Leased

Premises. Such advance notice shall also not apply to access pursuant to the second paragraph of Article 1 hereof.

Article 18 Signs: Tenant shall not erect, install or place any signage upon the exterior of the Leased Premises except with the written approval of Landlord. Tenant shall pay any and all costs associated with any such signage which signage has been approved by Landlord.

Article 19 Self-Help: In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by the Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Article 20 Miscellaneous Provisions:

- a. Subject to the foregoing, the covenants and agreements of the 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, expressed or implied, shall be binding individually upon any LLC manager or member nor any fiduciary or any trustee or beneficiary under any trust.
- b. 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 representatives, heirs, administrators, executors, successors, and assigns.

Article 21 Financial Information: Tenant agrees that it will supply to Landlord, all relevant financial information deemed appropriate by Landlord in its sole discretion to assess Tenant's financial condition and its creditworthiness. Landlord agrees to hold all such financial information in confidence. All financial statements prepared by or for Tenant shall be in accordance with generally accepted accounting principles.

Article 22 Notices: Any and all notices required to be given or served by the terms and provisions of this Lease, shall be delivered in person or shall be sent by U.S. mail or by hand delivery with receipt, or by facsimile transmission with acknowledgement, to the following addresses, or to such other address or addresses as wither party shall from time to time designate by like notice to the other:

Landlord: Earl Apartments, LLC  
104 Grant Street  
Portland, ME 04101

Tenant: Bicycle Coalition of Maine  
PO Box 5275, Augusta, ME 04332-5275

Article 24: Confidentiality. Tenant hereby agrees, understands, and declares that the terms of the Lease and the amount of its rental and other payments, there under are confidential (hereinafter the "Confidential Information"), and neither Tenant, nor any of its officers, shareholders, agents, or employees shall in any way publicize or cause to be publicized, nor cause to be disclosed to any person, business, or other entity, any of the Confidential Information unless required to do so by a court of competent jurisdiction. It is understood and agreed that Tenant may disclose the Confidential Information to its attorneys and accountants. If Landlord determines that Tenant has violated the provisions of this paragraph, Landlord shall be entitled, upon 10 (ten) days notice to, at its election increase the rent hereunder by a minimum of 10% or terminate this Lease, provided, however, that if Tenant disputes Landlord's determination of Tenant's violation, Tenant may stay the effect of Landlord's action by electing to have the dispute submitted to a single arbitrator for arbitration under the commercial arbitration rules of the American Arbitration Association ("AAA") and filing such request with the AAA within ten (10) days of the date of Landlord's notice. In the event Tenant submits the dispute to arbitration, then the action set forth in Landlord's notice shall not go into effect until the earlier of dismissal of the arbitration proceeding for any reason or the date of the ruling of the arbitrator. If the Tenant does timely elect to arbitrate the dispute, the action set forth in Landlord's notice shall go into effect ten (10) days from the date of the notice.

Article 25 Limitations of Liability: Tenant agrees to look solely to the Landlord's interest in 28-34 Preble Street, for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in in 28 Preble Street (except to the extent that insurance proceeds may be available to satisfy any such judgment). The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of the Landlord.

Article 26: Estoppel Certificates: Tenant shall, within ten (10) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that the Lease is unmodified and in full force or effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), (b) specifying dates to which the annual rent has been paid, (c) stating whether or not Landlord is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, (d) stating whether or not to the best of the knowledge of the Tenant, any event has occurred which, with giving of notice or passage of time, or both, would constitute default by Landlord under Lease, and, if so, specifying each such event, and (e) certifying that Tenant, as of the date of the statement, has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder. Any such statement delivered pursuant to this Article may be relied upon by any prospective assignee, transferee or mortgagee of the Leased Premises or any interest therein.

STATE OF MAINE  
CUMBERLAND, ss

1-14-2013  
Date

Personally appeared the above-named, Russell Pierce, Vice President of Port Property Management, Inc., Property Manager of Earl Apartments, LLC., and acknowledged the execution of the foregoing instrument to be his/her free and deed and the free act and deed of said Earl Apartments, LLC.

Before me.

Christine Condon  
Notary Public/Attorney at Law

~~CHRISTINE A. CONDON~~  
~~Notary Public, State of Maine~~  
Printed Name ~~My Commission Expires June 19, 2017~~  
My Commission Expires:

STATE OF MAINE  
CUMBERLAND, ss

1-11-2013  
Date

Personally appeared the above-named, Nancy Grant, Executive Director, Bicycle Coalition of Maine and acknowledges the execution of the foregoing instrument to be his free act and deed.

Before me.

Christine Condon  
Notary Public/Attorney at Law

~~CHRISTINE A. CONDON~~  
Printed Name ~~Notary Public, State of Maine~~  
My Commission Expires ~~June 19, 2017~~  
My Commission Expires: