Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 12/07/17

Fore River Company 5 Milk Street P.O. Box 7525 Portland, ME 04112 (207) 772-6404

October 25, 2017

Chris O'Neil
Spinnaker Trust
5 Milk Street
Portland, ME 04101

re: alterations at 123 Free Street

Dear Chris,

Spinnaker Trust is "Tenant" and Terbax Realty, Inc, is "Landlord," under a lease dated as of August 11, 2011, as amended (the "Lease") relating to a portion of the second and third floors (the "Premises") at 562 Congress Street. The Lease requires Tenant to secure Landlord's consent prior to making any alterations at the Premises.

Subject to Tenant's agreement to the requirements listed below, this letter constitutes Landlord's written consent for Tenant to undertake the following work, using Wright-Ryan (or another GC reasonably satisfactory to us) as general contractor {"General Contractor"}.

Tenant hereby agrees as follows:

1. Tenant shall assure that at all times General Contractor (and any other contractors working at the Building which are not sub-contractors of General Contractor) maintains in place liability insurance in a minimum amount of $1,000,000 and workers' compensation insurance, naming Landlord and Fore River Management Company as additional insureds.
2. Tenant's representative, a representative of General Contractor, a representative of every sub-contractors, and Bruce Kistler, must complete a walk through of the Premises to review demolition and construction planning to assure compliance with all required steps not to disturb asbestos at the Building. The general contractor must maintain adequate supervisions of its subs to assure that asbestos is not disturbed. Landlord's representatives are available at any time on short notice to meet on site should any questions arise.
3. Prior to commencing any activity at the Premises, Tenant's general contractor shall provide Landlord contact information for the on site job supervisor, and shall agree to
    a. General contractor's understanding that the remaining space on the 2nd floor and floor directly above and below are occupied and there shall be no radios or unnecessarily loud voices in or about the Premises,
    b. Daily sweeping and clean up of the freight elevator, and the second floor and

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ground floor lobbies inside and outside the freight elevator.

c. Workers may not use the 2nd floor bathrooms. Bathrooms are available in the lower level.
d. Enforce a no smoking policy in the Building and immediately outside the freight elevator entrance on Free Street.
e. Access to the freight elevator to be coordinated with Landlord's Representative.. No access to the passenger elevators at any time.

4. All work approved herein shall be at Tenant's expense.
5. Tenant shall be responsible for securing all necessary permits and for complying with all codes.
6. Tenant shall deliver lien waivers to Landlord covering all work upon completion of work.
7. Tenant shall deliver to Landlord complete as builts promptly on completion of work.
8. Freight Elevator shall only be used to access the 1st and 2nd floors. No access to 3rd or 4th—5th or basement
9. At the end of the Term, or earlier if Tenant so desires, Tenant shall at its expense remove the alterations and restore the Premises to its condition prior to the installation of the alterations.

Sincerely,

Peter W. Quesada