

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that GEOFFREY RICE

Located At 602 CONGRESS

Job ID: 2011-04-823-CH OF USE

CBL: 039 - A - 013 - 001 - - - -

has permission to change of use; hair salon to thrift shop  
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

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

5/16/11

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD

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

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

Job No: 2011-04-823-CH OF USE	Date Applied: 4/15/2011	CBL: 039 - - A - 013 - 001 - - - -	
Location of Construction: 604 CONGRESS ST	Owner Name: GEOFFREY I RICE	Owner Address: 658 CONGRESS ST PORTLAND, ME - MAINE 04101	Phone:
Business Name: DBA "604 Thrift"	Contractor Name:	Contractor Address:	Phone: 329-5563
Lessee/Buyer's Name: Erin Guy & Katie Wallace	Phone: 22 Wordsworth St, Portland	Permit Type: CHUSE-COMM - Change of Use Commercial	Zone: B-3
Past Use: Hair Salon (A cut above)	Proposed Use: Change of Use to Retail (DBA Thrift Store)	Cost of Work: \$30.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: IBC 2009
Proposed Project Description: 604 Congress Street: Change of use from personal Service to retail		Signature: <i>Bjornwall</i> (58)	Signature: <i>[Signature]</i>
Pedestrian Activities District (P.A.D.)			

Permit Taken By: Gayle	<b>Zoning Approval</b>
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>OK with conditions</i></p> <p style="text-align: center;"><b>CERTIFICATION</b></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><i>within</i></p> <p><input type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>any exterior use requires A separate review &amp; approval</i></p>
	<p><i>4/19/11</i></p>		

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
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHON
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## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (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.**

1. Final certificate of occupancy required.

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 OCCUOPIED.**

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# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-04-823-CH OF USE

Located At: 602 CONGRESS

CBL: 039 - - A - 013 - 001 - - - -

## **Conditions of Approval:**

### **Zoning**

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. Separate permits shall be required for any new signage.
3. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

### **Fire**

This permit is for change of use only; any construction shall require additional permits. The occupancy shall comply with City Code Chapter 10 upon inspection.

This permit is approved based on a complete supervised, automatic sprinkler system being present.

The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.

A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.

A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.

Installation of a sprinkler or fire alarm system requires a Knox Box to be installed per city ordinance.

Fire extinguishers are required. Installation per NFPA 10.

Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.

Any cutting and welding done will require a Hot Work Permit from Fire Department.

A single source supplier should be used for all through penetrations.

**Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
3. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.



# General Building Permit Application

2011 04 823

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: <b>604 CONGRESS ST. PORTLAND, ME 04101</b>			
Total Square Footage of Proposed Structure/Area <b>1,000 sq. ft.</b>		Square Footage of Lot <b>1,000 sq. ft.</b>	
Tax Assessor's Chart, Block & Lot Chart# <b>039</b> Block# <b>A</b> Lot# <b>01300</b>	Applicant *must be owner, Lessee or Buyer* Name <b>ERIN GUY &amp; KATIE WALLACE</b> Address <b>22 WORDSWORTH ST.</b> City, State & Zip <b>PORTLAND, ME 04103</b>		Telephone: <b>(207) 329-5543</b>
Lessee/DBA (If Applicable) <b>ERIN GUY &amp; KATIE WALLACE DBA 604 THRIFT</b>	Owner (if different from Applicant) Name <b>Geoffrey T. Rice</b> Address <b>458 Congress St. 1st Floor</b> City, State & Zip <b>Portland, ME 04101</b>	Cost Of Work: \$ <b>30.00</b>	C of O Fee: \$ <b>75.00</b>
Current legal use (i.e. single family) <b>Vacant</b>		Total Fee: \$ <b>105.00</b>	
If vacant, what was the previous use? <b>HAIR SALON (A cut above)</b>		<b>RECEIVED</b> APR 15 2011 Dept. of Building Inspections City of Portland, Maine	
Proposed Specific use: <b>Retail (change of use)</b> <b>THREE STORE (604 THRIFT)</b>			
Is property part of a subdivision? _____ If yes, please name _____			
Project description: <b>NO CHANGES TO SPACE. CHANGE OF USE ONLY.</b>			
Contractor's name: <b>N/A</b>			
Address: _____			
City, State & Zip: _____		Telephone: _____	
Who should we contact when the permit is ready: _____			
Mailing address: _____			

**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: Erin Guy Date: 4/13/11

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

**Job Summary Report**  
**Job ID: 2011-04-823-CH OF USE**

Report generated on Apr 19, 2011 12:01:56 PM

Page 1

<b>Job Type:</b>	Change of Use Commercial	<b>Job Description:</b>	602 Congress Street	<b>Job Year:</b>	2011
<b>Building Job Status Code:</b>	Initiate Plan Review	<b>Pin Value:</b>	1159	<b>Tenant Name:</b>	Erin Guy & Katie Wallace
<b>Job Application Date:</b>		<b>Public Building Flag:</b>	N	<b>Tenant Number:</b>	
<b>Estimated Value:</b>	30	<b>Square Footage:</b>			
<b>Related Parties:</b>		GEOFFREY RICE		<i>Property Owner</i>	

**Job Charges**

Fee Code Description	Charge Amount	Permit Charge Adjustment	Net Charge Amount	Payment Date	Receipt Number	Payment Amount	Payment Adjustment Amount	Net Payment Amount	Outstanding Balance
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**Location ID: 5892**

**Location Details**

Alternate Id	Parcel Number	Census Tract	GIS X	GIS Y	GIS Z	GIS Reference	Longitude	Latitude
R09097	039 A 013 001		M				-70.263212	43.653673

Location Type	Subdivision Code	Subdivision Sub Code	Related Persons	Address(es)
1				602 CONGRESS STREET WEST

Location Use Code	Variance Code	Use Zone Code	Fire Zone Code	Inside Outside Code	District Code	General Location Code	Inspection Area Code	Jurisdiction Code
OFFICE & BUSINESS SERVICE		<del>NOT APPLICABLE</del>	B-3		Historic District		DISTRICT 3	CENTRAL BUSINESS DISTRICT

**Structure Details**

**Structure: change of use from hairsalon to thrift shop**

**Occupancy Type Code:**

Structure Type Code	Structure Status Type	Square Footage	Estimated Value	Address
Commerical Mixed Use	0			600 CONGRESS STREET WEST 602 CONGRESS STREET WEST

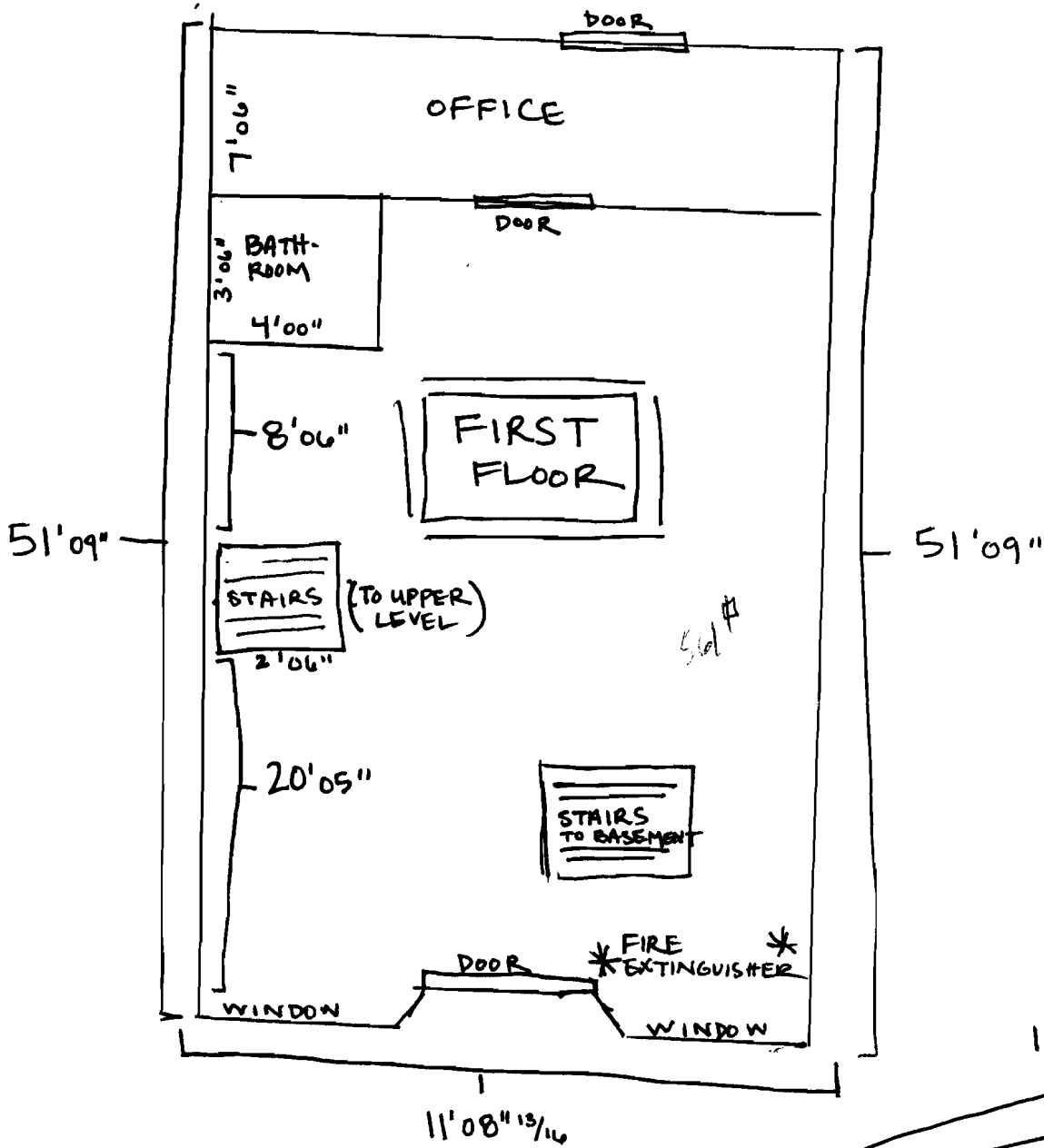
Longitude	Latitude	GIS X	GIS Y	GIS Z	GIS Reference	User Defined Property Value
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**Structure: Loc id 000005891 Alt id 000258**

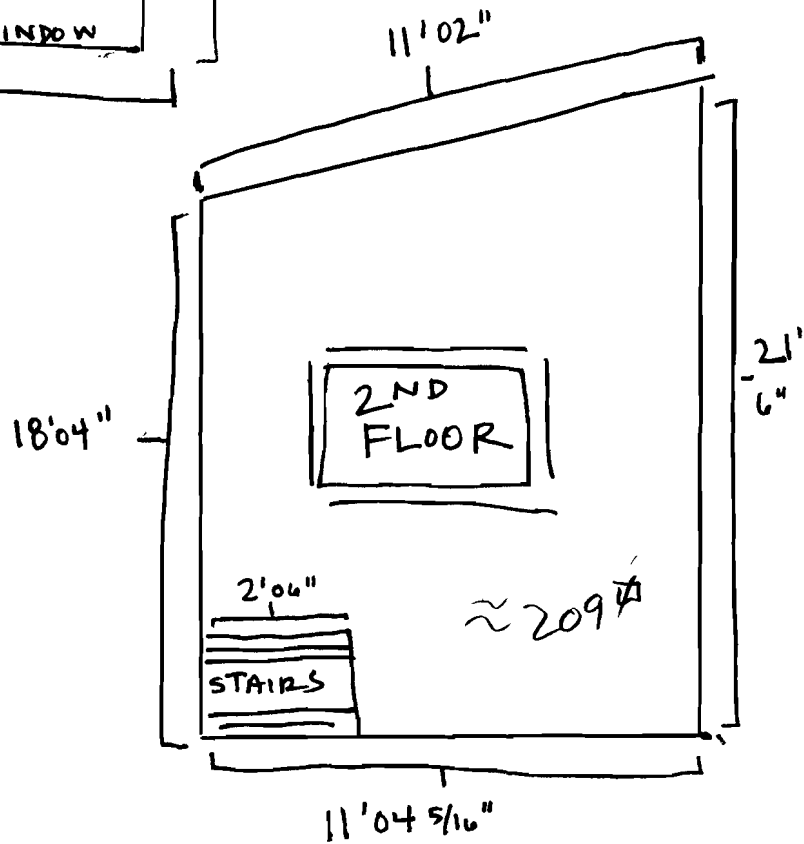
**Occupancy Type Code:**

*G9 G9*  
*in Q in Houston*

604 CONGRESS ST  
FIRST FLOOR



Existing space.  
Proposed the same.





## COMMERCIAL LEASE (GROSSIMODIFIED GROSS LEASE)

### 1. PARTIES

**Geoffrey I. Rice**, with a mailing address of 658 Congress Street, First Floor, Portland, Maine ("LANDLORD"), hereby leases to **Urban Thrift**, a Maine Limited Liability Co., by **Erin Guy**, its Manager, Social Security No. 006-86-9314 with a mailing address of 22 WOODSWORTH ST. PORTLAND, ME 04103 and **Katie Wallace** its Manager, Social Security No. \_\_\_\_\_ with a mailing address of \_\_\_\_\_, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:

### 2. LEASED PREMISES

The premise is located at 604 Congress Street, Portland, Maine 04101, which premises are a first floor store. The basement space under the first floor is to be used equally with the Landlord. In the basement space are some appliances, fixtures and equipment that the LANDLORD controls including but not limited to, electric services, plumbing fixtures, and heat and hot water apparatus. Some of these items run throughout the first floor store. LANDLORD and those acting for him at all times shall have common access with TENANT to the basement space and first floor space, and may use TENANT'S first floor premises to get to the basement. In an emergency situation entry will be without notice. However, in non-emergency situations LANDLORD will give TENANT at least a four-(4) hour notice prior to entry. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S customers. TENANT will not install any additional locks on or in the premises without LANDLORD'S written consent. Any additional locks that TENANT desires shall have cylinders that are keyed to LANDLORD'S master key system. TENANT will pre-pay LANDLORD for the cost of any lock change. There is no parking on or near the leased premises for TENANT or TENANT'S customers, employees, agents, or invitees. The leases premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. The roof of the building is not part of the leased premises; TENANT has no right to use it or to assess it.

### 3. TERM

The Term of this lease shall be for two (2) years unless sooner terminated as herein provided, commencing on May 1, 2011 and ending 4:45 p.m. on April 30, 2013. In addition to this fixed two (2)-year term, LANDLORD gives TENANT occupancy and possession of the Lease Premises rent free, but subject to all terms of this Lease Agreement for the period from the date keys are given by the LANDLORD to the TENANT through April 30, 2011. The Lease Term shall end at the termination of the Initial Term, unless the Term is extended as provided herein.



#### 4. RENT

Upon the signing of this Lease Agreement TENANT shall pay to LANDLORD the \$880 security deposit as provided herein in Paragraph 6 and the rental of \$880 which shall be applied to the one month rental for the period May 01, 2011 through 11:59 P.M. May 31, 2011. The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
May 1, 2011 to 11:59 p.m. April 30, 2012	\$10,560.00	\$880.00
May 1, 2012 to 4:45 p.m. April 30, 2013	\$11,760.00	\$980.00

Payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: LANDLORD AT 658 Congress Street, First Floor, 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 ten percent (10%) of the amount due LANDLORD each month in addition to the rent then due.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

#### 5. RENEWAL OPTION

Extension Number One: The Lease Term shall end at the termination of the Initial Term, unless the Term is extended as provided hereafter. If the Lease is in full force and effect, and TENANT is not in default hereunder, including Applicable cure periods, the Lease may be renewable for one (1) two (2)-year rental period under the following terms. Unless Tenant shall provide Landlord with written notice received by certified or registered mail, return receipt requested, on or before 1:00 p.m. May 1, 2012, that will not extend this Lease at its expiration, which is 4:45 p.m. April 30, 2013. It shall extend for two (2) years from 4:45 p.m. April 30, 2013 to 4:45 p.m. April 30, 2015, without further notice to the other party.

All the covenants, conditions, provisions and agreements herein agreed to be paid, kept or performed by the Tenants will continue throughout this two (2) year extension, except as to the monthly rental. During the first twelve (12) months of the extension that is from



4:45 p.m. April 30, 2013 to 11:59 p.m. April 30, 2014 the rental rate shall be \$1,080.00 payable each month. During the second twelve (12) months of the extension that is from May 1, 2014 to 4:45 p.m. April 30, 2015 the rental rate shall be payable each month.

This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

#### 6. SECURITY DEPOSIT:

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Eight Hundred Eighty Dollars (\$880.00), which shall be held as a security deposit for the TENANT'S performance as herein provided and refunded to TENANT without interest within thirty-one (31) days after the end of this Lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

#### 7. RENT

TENANT shall be responsible for all personal property taxes assessed against personal property owned by both LANDLORD and TENANT and located at the demised premises and for all taxes assessed against improvements made by the TENANT plus if in any tax year commencing with the City of Portland fiscal tax year 2012 (July 1, 2011 through June 30, 2012) the real estate taxes and the Downtown Improvement District tax or similar tax, hereinafter called real estate tax on the land and buildings, of which the leased premises are part, are in excess of the amount of real estate taxes thereon for the fiscal year 2011 (July 1, 2010 through June 30, 2011) hereinafter called the "Base Year". TENANT will pay to LANDLORD as additional rent hereunder, nine percent (9%) of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. Payment of this real estate tax shall be due and payable either September 1 of each year or upon presentment of the exact amounts from the LANDLORD.

#### B. INSURANCE COST

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, nine percent (9%) of the yearly increase in the building insurance premiums as hereinafter stated above the base level. LANDLORD shall maintain an insurance policy providing coverage on the building or structure of which the leased premises are a part, LANDLORD'S machinery and equipment contained therein, loss of LANDLORD'S income there from. The policy shall cover the perils of fire, lightning, extended coverage, vandalism, malicious mischief and liability covering the LANDLORD'S interest as owner. The amount of coverage for building or structure, machinery and equipment shall be the replacement value. The policy year begins July 15 and runs for twelve (12) months. The insurance premium costs for the period July 15,

2010 to July 15, 2011 is Four Thousand Three Hundred Forty-Four Dollars (\$4,344.00), hereinafter called BASE INSURANCE PREMIUM, and LANDLORD will fully pay this amount. For the periods beginning July 15, 2011, if the insurance premiums increase above this BASE INSURANCE PREMIUM amount then TENANT shall pay LANDLORD nine percent (9%) of the increased cost as additional rent hereunder. LANDLORD shall provide TENANT with a copy of the insurance premium statement. TENANT shall include the payment required hereunder with the payment for the first succeeding monthly rental after notice being given. During the final year of the Lease term the insurance premium cost shall be apportioned according to the number of Lease months contained in the insurance premium year. If TENANT subsequently does not enter its renewal term, LANDLORD shall reimburse TENANT for any premium cost paid in excess of the apportioned payment. This shall be reimbursed within thirty-one (31) days after the end of the tenancy.

TENANT shall not keep or have on the leased premises any article or items of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. TENANT agrees to comply with all regulations of the fire rating organization-having jurisdiction and to comply with all requirements of the LANDLORD'S insurance carrier. If the LANDLORD'S insurance carrier requires a dry or wet chemical system around any appliance or equipment, then TENANT will install the system upon a twenty- (20) day notice thereof.

#### 8. 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. TENANT shall also be responsible for all bills for separately metered natural gas and sub metered of water and sewer charges servicing the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises and all bills for rubbish removal and janitorial services for the leased premises which TENANT shall be responsible for coordinating.

TENANT will maintain at its own expense the hot water heater, which shall provide hot water solely for TENANT'S use. TENANT will provide and pay for its hot water usage. If anything happens to the hot water heater and it becomes unworkable, then TENANT will, at their own expense, replace the unit with either a gas or an electric hot water heater.

If in any calendar year (any part or all of which falls within the Lease term), the LANDLORD incurs any cost for a capital improvement made in compliance with any law or governmental regulations (as, for example, respecting fire safety in accordance with the City of Portland or State of Maine Fire Safety Laws, Regulations, Codes), because of TENANTS usage of the demised premises, then the total cost shall be prorated over the remaining balance of the Lease term with an equal monthly installment being



due at the time of, and together with, the rental payment. The first installment is due either at the time the improvement is completed or when a valid contract is entered into for the improvements, whichever first occurs.

TENANT will furnish at its expense reasonable heat in the leased premises during the heating season. Reasonable heat is 65° F between the hours of 8:15 a.m. and 5:00 p.m. and 50° F between the hours of 5:00 p.m. to 8:15 a.m. The heating season is October 1 through May 1. TENANT will not allow or suffer the heat or hot water to be wasted. A minimum temperature of 50° F will be maintained at all times. TENANT will be liable for damages caused to the building, consequential damages, and LANDLORD'S property by failure to maintain this temperature.

TENANT will furnish at its expense other services utilized at the leased premises including (but without limitation) , cold and hot water, electricity, gas, telephone service, computer service, rubbish removal, cleaning, graffiti removal, pest control service, snow and ice removal. The TENANT'S snow and ice removal area is from the sidewalk or way adjacent to or abutting the exterior of the leased premises. The graffiti removal is from the exterior of the lease premises. The rubbish removal must be done at least once per week or more frequently if needed. If the municipal government, through its employees, agents, subcontractors removes the snow, ice, litter, rubbish, from sidewalks or way surrounding or abutting the leased premises, or in the case of graffiti from the exterior of the lease premises, then TENANT will pay either LANDLORD or municipal government upon receipt of the billing charge for this removal service; if the municipal government does not remove these, then TENANT will at its own expense. If the Tenant does not remove the snow and ice from the sidewalk in front of the Lease premises within eight (8) hours from the storms end or by 7:30 A.M. after the storms end, whichever is a shorter time period, then LANDLORD may do so at his option. If LANDLORD does remove the snow and ice, it will charge TENANT Two Hundred Fifty Dollars (\$250.00) for each removal.

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.

#### 9. USE OF LEASED PREMISES

TENANT shall use the leased premises for the following purpose only and for none other for the sale of used and new merchandise.

#### 10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease (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.

## 11. MAINTENANCE

### A. TENANT'S OBLIGATIONS

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. TENANT shall keep the leased premises and sidewalk in front of the leased premises from the building to the curb clean and free of dirt, litter, snow, ice and other refuse matter. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all glass windows and doors in good repair and condition and to have glass washed once per month and to carry adequate full replacement value insurance to provide for the replacement of any such plate, laminate, or insulate glass which is damaged or destroyed.

During the term, TENANT shall maintain the HVAC system at TENANT'S expense. LANDLORD at TENANT'S expense shall contract for and maintain a full service commercially reasonable preventative maintenance contract for the HVAC system with inspections every three (3) months, and TENANT shall at their expense make all necessary repairs of the HVAC system which are not covered under such preventative maintenance contract. If the HVAC System needs to be replaced, the LANDLORD at their expense will replace it. LANDLORD shall retain the right to designate the company to service the HVAC system at the leased premises. For these purposes, the LANDLORD presently designates HVAC Services, Inc. of Bradley Drive in Westbrook, Maine as the HVAC service firm.

In order to control that the maintenance, service, repairs of the HVAC system is adequate and properly scheduled, LANDLORD reserves the exclusive right to contract with a maintenance person for this work and to charge TENANT for these services. The cost for this work is due from TENANT to LANDLORD on the first rental date following the date of LANDLORD's billing.

#### 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. The following repairs and replacement will be made by TENANT at its expense and are not included as structural repairs:

- A. ELECTRICAL PROBLEMS: Repair, fix or replace duplex outlets, replace blown fuses or circuit breaker, light bulbs, starters, balusters, light fixture, ceiling fans, air conditioner system.
- B. PLUMBING PROBLEMS: Blockage, back-up of plumbing lines, damage or broken fixtures due to TENANT use and misuse. The plumbing work and electrical work, if any, will be done by a Maine licensed plumber and electrician.

#### 12. 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, aerals 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.

LANDLORD plans to remove the front exterior façade of the lease premises as well as within the lease premises, and to install a sprinkler system for fire protection, and upgrade electrical and plumbing systems and parts in the building and at his option in the

lease premises. Landlord shall have access to the premises to perform these tasks. TENANT will not receive any rental reduction because of any inconveniences incurred.

### 13. ASSIGNMENT-SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

### 14. SUBORDINATION AND QUIET ENJOYMENT:

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

### 15. 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, aerals 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 the leased premises and at any time a notice for selling the property of which the leased premises are a part and in each situation to keep the same so affixed without hindrance or molestation.



## 16. 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.

## 17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not more than \$5,000 per occurrence and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

#### 18. FIRE CASUALTY-EMINENT DOMAIN

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. If the damage renders the premises untenable in whole or in such part that it becomes impractical for the TENANT to conduct its business therein, the rent shall abate until the damage has been repaired. If the damage renders the premises untenable in part, but TENANT continues to occupy them in part, the rent shall be reduced in the proportion that the unoccupied portion of the premises bears to the entire premises until the damage has been repaired. 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.

#### 19. DEFAULT AND BANKRUPTCY

The LANDLORD may enter to view and make improvements. At the sole option of the LANDLORD this Lease may be terminated and LANDLORD may expel the TENANT if TENANT shall fail to pay the rent aforesaid, or if TENANT shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LANDLORD at the end of said term, or shall violate any covenants in this Lease by TENANT to be performed. Hereinafter in this paragraph #19 written notice to correct a default may be given simultaneously with the written notice to terminate. 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.

## 20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if delivered by hand, or 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.

## 21. 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.

In the event that the movable trade fixtures are removed by the TENANT, any damage caused by said removal shall be repaired at the time of removal by the TENANT at its sole cost and expense. The following is considered part of the real estate upon their installation and are not movable furniture or movable fixtures. Items attached to the walls, items wired directly to the electrical systems, items connected directly to the plumbing system.

## 22. 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.

## 23. 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.

The LANDLORD shall in no way be responsible for any damage or injury to TENANT'S personal property or fixtures or those of others for which TENANT act as bailers from any cause whatsoever, and TENANT, in execution of this Lease, understands that said personal property is placed in or upon the leased premises entirely at TENANT'S own risk.

#### 24. 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.

#### 25. 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.

#### 26. 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.

#### 27. 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 125% of 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

damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

If the TENANT wish to terminate this Lease agreement at the end of the original term or at the end of the one (1) extension, it must, in addition to other Lease term provision such as the twelve (12) month written notice in paragraph five (5), give a written notice to the LANDLORD of this intent on the first day of the month at least thirty (30) days prior to the end of the stated term. If the TENANT does not vacate the premises by the last day of the term (meaning paragraphs 3 and 5) and/or does not give written notice of its intent to do so on the first day of the month prior to the last day of the Lease term, then it is also further agreed that this Lease agreement, with all its provisions and covenants, except the amount of the monthly rental, shall continue in force from month - to - month after the expiration of the stated term. Termination during the month- to-month period referred to previously may be effected by either party giving to the other written notice setting forth clearly the day of termination, which termination day must be at least thirty (30) days after the day on which the notice is given and must be on a rental due date. The monthly rental rate during this period shall be 1.25 times the monthly rental amount as that stated for the last month of the immediately preceding term.

#### 28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCEABLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPREIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

#### 29. 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.

### 30. BROKERAGE

Each party warrants and represents to the other that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor of NAI The Dunham Group, ("LANDLORD'S BROKER"). In the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than LANDLORD'S BROKER. LANDLORD agrees to pay LANDLORD'S BROKER a commission if this Lease is executed and TENANT begins occupancy after paying the first month's rental and security deposit.

### 31. SIGN

TENANT agrees not to erect any signs or awnings on the leased premises or its exterior walls, window and doors without the written permission of the LANDLORD. Both sign installation and maintenance must conform to the City of Portland's laws regarding exterior signs. TENANT must obtain LANDLORD'S written permission as to the content, wording, location, size of any proposed sign prior to its use and thereafter prior to any subsequent change in its content or location. LANDLORD consents to the use of the existing sign.

### 32. NUISANCE

TENANT covenant at all times during the Lease term not to injure, overload, deface or otherwise harm the leased premises, nor commit any nuisance, nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the leased premises, nor make any use of the leased premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of the LANDLORD'S insurance nor use any advertising medium that may constitute a nuisance,

such as loud speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the leased premises, nor conduct any auction, fire, "going out of business", or bankruptcy sales, nor do any act tending to injure the reputation of the Lease premises.

### 33. ALTERATIONS

TENANT shall make no alterations or improvements to the leased premises without first obtaining from the LANDLORD its written approval with respect to the contemplated improvements. TENANT may not place any object on the roof above the leased premises or on the exterior of the buildings walls or doors.

### 34. ENTRY

LANDLORD, his agents, employee, independent contractors may, but shall not be obligated to, enter the premises between the hours of 6:30 A.M. and 6:00 P.M., on a four (4) hour reasonable notice to TENANT (except at anytime and without notice in case of emergency) for the purposes of inspection, or the making of such repairs, replacement, and additions in, to, on and about the premises or building of which the leased premises are a part as LANDLORD deems necessary or desirable. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S customers. TENANT shall have no claim or cause of action against LANDLORD by reason thereof. The leased premises contain some of the building conduits, pipes and wires for TENANT and other building tenants. LANDLORD will share the leased space equally with TENANT and shall have equal access to it for the ability to make repairs and replacement of structural parts. TENANT will not install or allow others to install on the exterior or interior doors to the leased premises any locking device which does not have a cylinder that is part of LANDLORD'S master key system. If TENANT wants any cylinder changed it shall reimburse LANDLORD in advance for the cost of labor and material for this change.

### 35. ACCEPTANCE

The parties agree as follows:

A. LANDLORD conveys the Lease premises as is and where it is. LANDLORD will perform no work at the Lease premises.

B. TENANT takes the Lease premises as is. TENANT will perform each and every item to make the leased premises available of its use.

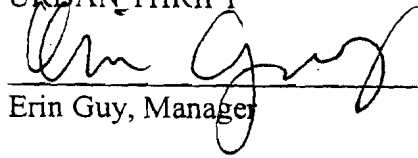
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 31<sup>st</sup> day of March, 2011.



TENANT:

LANDLORD:

URBAN THRIFT

  
Erin Guy, Manager

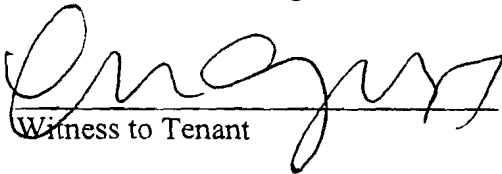
Geoffrey I. Rice, Landlord/Owner

Witness to Tenant

Witness to Landlord/Owner

URBAN THRIFT

Katie Wallace, Manager

  
Witness to Tenant

GUARANTY

For value received, and in consideration for, and as an inducement to Geoffrey I. Rice (hereinafter referred to as LANDLORD), to enter into the foregoing LEASE with Urban Thrift a Maine Limited Liability Company (hereinafter referred to as TENANT) the following two (2) individuals Erin Guy, Social Security Number \_\_\_\_\_ and Katie Wallace, Social Security Number \_\_\_\_\_ of \_\_\_\_\_, Maine (hereinafter joint and severally referred to as GUARANTOR) do 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 and 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. 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 jointly or severally 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 31<sup>st</sup> day of March, 2011.

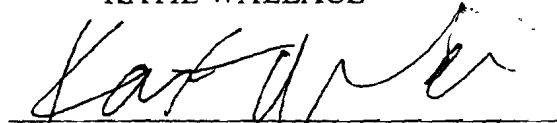
GUARANTOR:

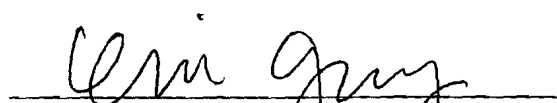
ERIN GUY

  
Signature

  
Witness to Guarantor Signature

KATIE WALLACE

  
Signature

  
Witness to Guarantor Signature

