Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/06/17

Lease Extension Agreement

This lease extension agreement was created on December, 2015

between 44 Oak Street, LLC (hereinafter the LESSOR), and Pilates Center of Maine, Tunde Schwartz (hereinafter the LESSEE), for the property Located at 44 Oak Street, 2nd Floor, Portland, Maine

The agreement certifies that the parties agree to extend the lease agreement for an additional time period of 2 years starting on February 1, 2016 and ending on January 31, 2018

This lease will be extended at a rate of $ 1221.65 per month

This document binds the Lessor and the Lessee to the terms and conditions of the original lease. This lease extension agreement, along with the attached original lease, is the entire agreement between both parties.

Lessor

Printed Name: Todd Miranda Title: Manager

Signature: [signature] Date: 12/22/2015

Lessee

Printed Name: Tunde Schwartz Title: Owner

Signature: [signature] Date: 12/21/2015

CITY OF PORTLAND, MAINE RESURGAM
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LEASE AGREEMENT

between

FRYE ASSOCIATES

and

PILATES CENTER OF MAINE
TUNDE SCHWARTZ

THIS LEASE made this 16 day of ~~January~~ February, 2011 by and between Frye Associates (hereinafter called the Lessor) and Pilates Center of Maine, Tunde Schwartz (hereinafter called the Lessee) witnesseth.

01. PREMISES: Lessor hereby demises to Lessee and Lessee hereby hires from Lessor part of the second floor of the premises located at 44 Oak Street, Portland, Maine, consisting of approximately 1,041 sq. ft., of office space.

02. TERM: The term of this Lease shall be for a period of five (5) years commencing on February 1, 2011 to and including January 31, 2016.

03. TITLE: The Lessor represents that it has the full right, power and authority to enter into this Lease for the term and all option periods herein granted. Lessee leases the premises "as is where is" except that the Lessor warrants that the premises are legally occupiable by Lessee and that basic utilities are in working order. Lessee agrees to return premises to the same condition with reasonable wear and tear at the end of lease period as received at beginning of lease unless otherwise agreed by both parties in writing.

04. RENT:

A. Base Rent: This unit is leased on a Gross basis, therefore it includes Lessee's share of operating expenses for the property and Tenant's premises electricity cost and HVAC expense. Lessee shall pay to the Lessor during the term of the Lease the following base rent:

	Monthly	Yearly
Year One	$941.00	$11,292.00
Year Two	$1,122.23	$13,466.76
Year Three	$1,154.40	$13,852.80
Year Four	$1,137.53	$13,650.34
Year Five	$1,171.65	$14,059.85

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All rent shall be paid without demand so as to be received by the Lessor on the first day of each month in advance, at Lessor's place of business at 44 Oak Street, Portland, Maine, 04101.

B. **Additional Rent - Improvements:** Lessee shall pay annually for five (5) years to Lessor, as additional rent the cost of $8,500.00 for improvements to the space. These improvements are detailed in **Section 07: Lessor's Work.**

	Monthly	Annually
Year One	$160.41	$1,924.92
Year Two	$160.41	$1,924.92
Year Three	$160.41	$1,924.92
Year Four	$160.41	$1,924.92
Year Five	$160.41	$1,924.92

05. **ALTERATIONS:** Lessee may partition and make such alterations or improvements to the demised premises at its own expense as it may desire, provided, however, that no partitions, alterations or additions may be made without first obtaining the written consent of the Lessor, which approval shall not be unreasonably withheld. Lessor requires, as a condition of its consent, that Lessee agree to pay for the removal of any alterations to the demised premises prior to the expiration of the term or any extensions thereof.

06. **REPAIRS & MAINTENANCE:** Lessee shall not cause or permit any waste or damage to the premises. The Lessee, at its sole expense, shall keep the interior of the premises, with all improvements made thereto, in present condition, shall make all repairs, replacements and renewals necessary to maintain the premises, including all repairs for damages caused by Lessee, and shall at its own cost and expense make alterations or improvements, or decorations to the interior as may be reasonably necessary or appropriate for Lessee's business, provided that prior to commencement of any such alterations the Lessor shall have approved the plans and specifications therefor, which approval shall not be unreasonably withheld by Lessor. Notwithstanding the above, Lessee shall not be responsible for damage done the premises that are beyond the control of the Lessee or damages to the premises or common area caused by the Lessor, its agents, invitees, guest, or employees. Lessor shall maintain in good order, condition and repair, at Lessor's expense, exterior and structural portions of the premises.

07. **LESSOR'S WORK:** Lessor will make improvements as shown in Exhibit A. These improvements consist of demolition of three walls and building one wall. Install new ceiling lighting, electrical work and flooring the entire space for a total cost not to exceed $8,500.00.

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08. **LESSEE'S WORK:** Lessee will paint the interior of the space once the Lessor's Work is complete. Any improvements to be at Lessee's expense subject to prior approval by Lessor, provided, however, that no partitions, alterations or additions may be made without first obtaining the written consent of the Lessor, which approval shall not be unreasonably withheld. Lessor requires, as a condition of its consent, that Lessee agree to pay for the removal of any alterations to the demised premises prior to the expiration of the term or any extensions thereof.

09. **SIGNS:** Lessor will furnish and install Lessee's name on the existing building directory, with wording that is mutually agreed upon.

10. **LESSOR'S ACCESS:** Lessor shall have the right to enter the demised premises at reasonable times with twenty-four (24) hours notice to and accompanied by Lessee for the purpose of making repairs required of hereunder, and for inspection; and during the last six (6) months of the term hereof at any time to show the same to prospective tenants.

11. **ASSIGNMENT:** Lessee may not assign this Lease or sublet the whole or any portion of the demised premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No such assignment of subletting shall in any way relieve or release the Lessee from liability hereunder.

12. **INDEMNIFICATION:** Each party (in the capacity of "Indemnitor") hereby agrees to indemnify and hold the other (in the capacity of "Indemnitee") harmless from all liability, loss and expense (including reasonable court costs and attorneys' fees) resulting from bodily injuries including death, or from injury or destruction of tangible property in, on or about the Premises, caused by or arising out of any act, neglect, fault, or omission of Indemnitor or Indemnitor's agents, employees, contractors or licensees except to the extent caused by the negligent or intentional act or omission of the Indemnitee, its contractors, agents, employees or licensees. The Indemnitor shall be notified with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Indemnitee requests indemnification and the Indemnitor shall have the right to assume the entire control of the defense, compromise or settlement thereof and Indemnitee shall cooperate fully with the Indemnitor in such defense. The provisions of this section shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

13. **INSURANCE:** The Lessor shall keep the building containing the leased premises insured against loss or damage by fire. The Lessee shall at its sole expense, insure against claims for personal injury or property damage occasioned by its tenancy under a policy of general public liability insurance with limits of at least $500,000 for bodily injury and $100,000 for property damage. Such policies shall name Lessor as additional insured and Lessee shall provide Lessor with a certificate of such coverage at the commencement date of Lease. Lessee shall further assume sole responsibility and obligation of insuring its personal property and business fixtures. At all times during the term of this Lease, the Lessor shall maintain (i) commercial general liability insurance (including, without limitation, premises, independent contractors, contractual liability,

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and a broad form of comprehensive general liability endorsement) with limits of not less than $2,000,000 (combined for personal injury, death and property damage) and (ii) all risk, extended fire and casualty insurance, written at replacement cost value with replacement cost endorsements, including the building and demised premises exclusive of the Lessee's personal property.

14. USE OF PREMISES: Lessee covenants not to damage, injure, deface or commit waste upon the demised premises and carry on no trade or occupation upon the demised premises which shall be unlawful or improper or contrary to any law of the United States, the State of Maine or ordinance of by-law for the time being in force in the City of Portland and Lessee shall comply with all rules and regulations of any Board of Fire Underwriters relating to the use by it of the demised premises.

15. FIRE, CASUALTY OR EMINENT DOMAIN: If all or a substantial portion of the demised premises shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain, then this Lease and the term hereof shall terminate at the election of the Lessor. If so much of the demised premises shall be so damaged, destroyed or taken as shall prevent Lessee from operating its business in a reasonable manner after (in case of such damage or destruction) whatever restoration shall have been completed by Lessor within Ninety (90) days of such damage or destruction, Lessee shall have the right to terminate this Lease. Lessee shall also have the right to terminate this Lease, without regard to such ninety (90) day period, in the event of any such taking or in the event such damage or destruction shall occur within three (3) months of the end of the term hereof or the option period (if therefore exercised). If Lessor shall not terminate this lease pursuant to the first sentence hereof or by Lessee pursuant to the third sentence hereof, then Lessor shall restore the demised premises, or what may remain thereof after such casualty or taking, with a reasonable period to the same condition they were in prior to such damage, destruction or taking. If such restoration shall not be completed within ninety (90) days after the date of such damage, destruction or taking, Lessee shall have the right to terminate this Lease, unless such completion shall be delayed (in the aggregate no more than two [2] months) by strikes, labor difficulties, inability to obtain supplies, fire or other casualty beyond the reasonable control of Lessor. In the event of any such damage, destruction or taking which shall render all or any part of the demised premises untenantable, the rent and other charges hereunder shall be suspended or abated according to the nature and extent of the injuries suffered until the same shall have been restored by Lessor. All damages in case of such taking shall be the sole and exclusive property of the Lessor except as may be separately awarded to Lessee on its own petition for its fixtures, equipment, trade fixtures and/or for moving expenses and other items which may be compensable under any law or statute applicable thereto to Lessee without regard to Lessor's award.

16. LESSEE'S DEFAULT:

A. If Lessee shall neglect or fail to perform or observe any of its obligations herein for a period of ten (10) days from written notice of default in case of rent or other money payments, or for a period of thirty (30) days after notice in writing from Lessor in respect to all other defaults, or if the estate hereby created shall be taken on execution,

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or if Lessee shall be adjudicated insolvent according to law and such adjudication is no vacated or reversed within ninety (90) days, or if Lessee shall make an assignment of its property for benefit of creditors, or if a receiver, trustee or similar officer shall be appointed to take charge of all or any portion of Lessee's property and such appointment is not vacated within ninety (90) days, or if Lessee shall file a petition under any bankruptcy law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), this Lease shall terminate. Lessor lawfully may immediately after expiration of any of the aforesaid periods or at any time thereafter and without further demand or notice enter into and upon the said demised premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Lessee and those claiming by, through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which otherwise may be used for arrears of rent or proceeding on a breach of covenant and upon entry as aforesaid, this Lease shall terminate. Lessee shall pay a late charge of 6% on any payments more than ten (10) days in arrears.

B. No termination of this Lease in the manner mentioned in paragraph 16A above shall relieve the Lessee of its obligations and liability under this Lease, and such obligation and liability shall survive any such termination. In the event of any such termination, the Lessee shall pay to the Lessor the equivalent of the aggregate rent remaining for the lease term, at the time of default, less the net proceeds of any reletting of the demised premises by Lessor, after deducting all Lessor's reasonable expenses in connection with such reletting.

C. In the event any proceedings are undertaken either by Lessee or by Lessor to enforce any obligation of this Lease, either shall reimburse the other for the expenses involved, including without limitation, court costs and reasonable attorney's fees, with the condition that the party bringing such action prevails.

17. **LESSOR'S DEFAULT:** If Lessor shall fail to perform any of its obligations under this Lease, which failure continues for a period of more than thirty (30) days after receipt of written notice from Lessee specifying such failure (thereupon constituting an Event of Default), or if by reason of the intrinsic nature of such failure it will require more than thirty (30) days to remedy and it continues beyond the time reasonably necessary to cure the same (provided Lessor had commenced to cure the failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity), then Lessee may, at its option, in addition to any other remedies available to Lessee at law or equity, upon written notice, incur any expense necessary to perform the obligations of Lessor specified in such notice and deduct such expense from the rent becoming due hereunder.

18. **QUIET ENJOYMENT:** Upon the payment of rent and performance of its other covenants and obligations on its part in this Lease contained, Lessor covenants that Lessee may have and enjoy said demised premises free from hindrance by or through Lessor.

19. **NOTICES:** Any notice required to be given under the terms hereof shall be given by mailing said notice, postage prepaid, if intended for the Lessor, to Frye Associates,

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44 Oak Street, Portland, ME 04101, or such other place as Lessor may designate from time to time in writing; and if intended for the Lessee, to 44 Oak Street, Portland, ME 04101, or such other place as Lessee may designate from time to time in writing.

20. **CUMULATIVE RIGHTS:** Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

21. **WAIVER:** One or more waivers of the breach of any covenant or condition by Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

22. **ENTIRE AGREEMENT:** This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

23. **MEMORANDUM OF LEASE:** The parties hereto agree that upon request by either party, the other party will execute a memorandum of lease in the usual form.

24. **RIGHT TO CONTEST PUBLIC ORDERS:** If under any provisions of this Lease either party shall be required to comply with any law, ordinance, order, regulation or rule, such party shall have the right to contest the validity of said public order and shall not be deemed to be in default for not performing the same until a final decision has been made as to the validity of said public order provided that no such action may be taken which shall substantially disturb or interfere with the quiet enjoyment of other tenants of said building.

25. **SUBORDINATION:** Lessee agrees to subordinate its interest as Lessee under this Lease to any mortgage now or hereafter existing concerning the Premises subject to a commercially reasonable attornment, subordination and non-disturbance agreement. If subordination is requested by Lessor, Lessor or Lessor's mortgagee will provide Lessee with a commercially reasonable attornment, subordination and non-disturbance agreement in recordable form, which shall be in effect so long as Lessee honors its lease commitments hereunder. Said subordination, non-disturbance, and attornment will be in a form which will not alter Lessee's rights under the Lease except to give such mortgagee notice and opportunity to cure any of Lessor's defaults under the Lease. Lessee shall deliver such subordination, attornment and non-disturbance agreement to Lessor, executed by Lessee, within ten (10) days of its being delivered to Lessee in acceptable form.

26. **CONSENT:** Lessor and Lessee each hereby agree with the other that, whenever under this Lease their consent or approval is required for any action by the other, such consent or approval will not unreasonably be withheld.

27. **SUCCESSORS BOUND:** The covenant, provisions and undertakings of the Lease shall extend to and be binding upon the heirs, personal representatives and successors of the parties hereto.

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28. **SECURITY DEPOSIT:** A deposit of $1,041.00 will be paid as security for the performance by Lessee of all of the conditions required herein. The Lessee agrees tha this Security deposit shall not be applied as the last month rent payment. The Security deposit shall not accrue interest, but shall be returned to Lessee within thirty (30) days upon expiration of the Lease Term, provided the premises are in good condition, reasonable wear and tear excepted, and all rents and other conditions have been met.

29. **LEASE COLLATERIAL:** Lessee warrants that it owns the equipment of Pilates Center of Maine listed in Exhibit B (the "Equipment") free and clear, and hereby grants a continuing first position security interest in the Equipment and consents to the filing of UCC-1 Financing Statement with the Maine Secretary of State.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Witness:

LESSOR:
FRYE ASSOCIATES

By _____
Its: Partner

Witness:

LESSEE:
PILATES CENTER OF MAINE,
TUNDE SCHWARTZ

By: _____
Its: