

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

Location of Construction: 142 A High St. 04101 <i>609 Congress</i>		Owner: Matt Orne		Phone: N/A		Permit No: 000135	
Owner Address: 609 Congress St. 04101		Lessee/Buyer's Name: Grant Wilson		Phone:		BusinessName:	
Contractor Name: Grant Wilson		Address: 609 Congress St Room 411 04101		Phone:		Permit Issued: Feb 23	
Past Use: Theater		Proposed Use: Entertainment Hall		COST OF WORK: \$ 26,000.00		PERMIT FEE: \$ 180.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <i>A-1</i> Type: <i>2B</i> <i>BOCA 99</i>	
Proposed Project Description: Interior Renovations				Signature:		Signature: <i>Hoffen</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zone: <i>B-3 PAD</i> CBL: 046-D-033	
				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Zoning Approval: <i>ok with conditions</i> Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: <i>GD</i>		Date Applied For: <i>GD</i> February 18, 2000					

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

**** Jon Ochtera****
264-7980 Please Call For Pick-Up

CERTIFICATION

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

February 18, 2000

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

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action: *Any Exterior Work requires A Separate Review*

Approved
 Approved with Conditions
 Denied

Date: *[Signature]*

PERMIT ISSUED WITH REQUIREMENTS

PERMIT ISSUED WITH REQUIREMENTS
CEO DISTRICT

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

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): <i>142 A High St. 609 Congress St Portland Me 04101</i>			
Total Square Footage of Proposed Structure <i>1660 sq. feet</i>		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# <i>046</i> Block# <i>D</i> Lot# <i>034</i>		Owner: <i>Matt Dine</i>	Telephone#:
Owner's Address: <i>609 Congress Hall</i>	Lessee/Buyer's Name (If Applicable) <i>Grant Wilson</i>		Cost Of Work: <i>\$ 26,000 @ ↑</i> Fee <i>\$ 180.00</i>
Proposed Project Description:(Please be as specific as possible) <i>internal renovations</i>			
Contractor's Name, Address & Telephone <i>Grant Wilson Rm. 411 609 Congress Building Congress St. Portland Me</i>			Rec'd By
Current Use: <i>Public</i>		Proposed Use: <i>Public</i>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC(Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

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

Certification

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

Signature of applicant: <i>[Signature]</i>	Date: <i>2-18-00</i>
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Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

*264-7980 **
Jon M. Ochtera
G.M. State Theater

BUILDING PERMIT REPORT

DATE: 22 February 2000 ADDRESS: 142A High ST CBL: 046-D-034

REASON FOR PERMIT: Interior renovations

BUILDING OWNER: MATT ORNE

PERMIT APPLICANT: Grant Wilson CONTRACTOR Grant Wilson

USE GROUP: A-1 CONSTRUCTION TYPE: 20 CONSTRUCTION COST: 25,700 PERMIT FEES: 180.00

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

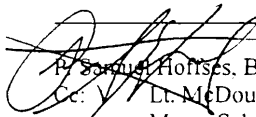
CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1 *3E *3Z #31 #3E

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/4" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

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19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- * 20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
- * 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- * 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- * 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
24. Section 25 – 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *Separate permits are required for any New Signage*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
33. Bridging shall comply with Section 2305.16.
34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- * 36. ~~Stages and platforms shall comply with section 412.0 of the BOCA National Building Code/1999.~~
- * 37. ~~All work shall be done as per plans by the professional designed.~~
38. ~~Any exterior work requires a separate review~~


 P. Sarah Holmes, Building Inspector
 Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator
M. J. Miller

PSH 1.26/00

**On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.

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

***CERTIFICATE OF OCCUPANCY FEE \$50.00

Proposal Submitted to: Grant Wilson

Date: January 19th, 2000

Phone: 450-8810 (Cell Phone)

Location of Job: State Theater, Portland Maine

Scope of Job: Construction of State Theater VIP/Caberet area

We hereby submit estimates for the scope of work outlines above to be completed according to the following specifications.

1. Prepare site to pre- build condition, including layout .
2. Frame 20ft. x 45ft. upper tier VIP /Caberet area using 2"x 10" construction.
3. Frame 18ft. x 42ft. lower tier VIP/Caberet area using 2"x 10" construction.
4. Support and secure said area's using concrete filled steel 4in. OD Lally column supports and 2 in.x 6in. top ledgers with steel L brackets all fastened to floor. *Change 4" - 4x4 PT Supports J.A.O.*
5. Other basic construction elements in framing portion are as follows:
 - a) Install gusset plates, top and bottom, at intersecting sections.
 - b) Metal bridging evenly spaced, 2 rows per section.
 - c) Angle iron used to secure bottom of lally columns and top ledgers, all secured to floor.
 - d) Construction and installation of wooden girder, centered, on both upper and lower VIP/Caberet area's.
6. Sheath top surface of deck using 3/4 in (23/32in) OSB T+G .
7. Sheath side surface of said area's using 7/16 in. OSB to enclose.
8. Insulate interior space using sound dampening material.
9. Install double hand rail system using 1 in. I.D. steel handrail assembly .
10. Install, pre-finished hard wood flooring as supplied by owner, on upper and lower surface tiers of Vip / Caberet areas.

We propose to furnish material and labor -

Complete in accordance with the above specifications for the sum of: 25,707.00

Payment will be as follows: 1/3 downpayment , 1/3 upon completion of framing and sheathing, 1/3 upon completion of job.

All material is guaranteed to be as specified. All work to be completed in a work man like manner according to standard practices. We are not responsible for strikes, accidents, acts of God, or delays beyond our control. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Unless otherwise noted above not included in this proposal: Permits, Structural Engineering, plumbing, and electrical,

Any modification to the above specified job by the owner/contractor or by any person affiliated with the owner/contractor voids this contract and warranty in it's entirety.

Any additional costs associated with a change in the above specified job will be the responsibility of the owner/contractor.

Owner to carry fire, tornado and other necessary insurance.

Acceptance of proposal - The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above. This proposal may be withdrawn at the option of NytoBay Builders. The above specified bid is guaranteed for 30 days.

Representative of NytoBay Builders

Date

Owner / Contractor of above Specifications

Date

Lease

For due consideration received by both parties, CONGRESS PROPERTIES LLC, a Maine limited liability company with a principal place of business at 142A High Street, Portland, Maine 04101 (hereinafter called the "Landlord"), hereby leases certain premises described below to 609 CONGRESS HALL, a Maine corporation with a mailing address of 609 Congress Street, Portland, Maine 04101 (hereinafter called "Tenant"), and Tenant hereby leases said premises from Landlord, on the following terms and conditions:

1. **PREMISES:** The Premises subject to this Lease consist of those certain premises situated at 609 Congress Street, Portland, Maine, known as the State Theatre, consisting of approximately 17,000 square feet, more or less (but no representation or warranty is made by the Landlord as to the accuracy of said figure), including the front box office and theatre entrance on Congress Street and the so-called "battery room" in the basement of the building containing said Premises (the "Building") and Suite 200 consisting of 2,000 square feet of space, more or less (but no representation or warranty is made by the Landlord as to the accuracy of said figure) on the second floor of said Building. Said premises are hereinafter referred to as the "Premises," or the "Theatre." The Tenant shall have the use in common with others of the common areas of the Building and the property on which it is located.

2. **TERM:** This Lease shall commence on September 15, 1999 (the "Commencement Date"), and shall end on December 31, 2009, for a term of approximately Ten (10) years and three and one-half months. Tenant shall have the right, at the expiration of the original term hereof, to extend the original term hereof for Two (2) successive period(s) of Five (5) years each, each of such extension periods to be exercised separately in the manner herein provided, and to be on the same terms, covenants and conditions as are contained in this Lease, (except for provisions relating to extension of the term, which shall not in any event exceed 10 years of extensions in the aggregate), with the Base Rent during the first extension term to be at the monthly rate of \$6,250.00, and with the Base Rent during the second extension term to be at the monthly rate of \$6,750.00. Such right to extend, or further extend, as the case may be, shall be exercised by written notice from Tenant to Landlord at least six (6) months prior to the expiration of said Original Term, or said Original Term as previously extended, and upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so extended, or further extended. Tenant may only exercise its right to extend if both at the time of such exercise and at the time of commencement of the extension term there are no continuing defaults by Tenant under the terms of this Lease, and if the original Tenant under this Lease remains in possession of the entire Premises.

3. **BASE RENT:** The Tenant shall pay to Landlord Base Rent throughout the term of this Lease in the following amounts:

PERIOD	ANNUAL BASE RENT	MONTHLY INSTALLMENT
Commencement- December 31, 1999	\$ 12.00	\$ 1.00
January 1, 2000- December 31, 2000	\$ 30,000.00	\$ 2,500.00
January 1, 2001- December 31, 2004	\$ 60,000.00	\$ 5,000.00
January 1, 2005- December 31, 2009	\$ 69,000.00	\$ 5,750.00

Base Rent is due and payable by Tenant on the first day of each month in equal monthly installments, in advance, commencing on the Commencement Date, or if the Commencement Date is not the first day of a month, on the first day of the first month following the Commencement Date, and in such event the first payment of Base Rent shall include a prorated amount of Base Rent for the partial month containing the Commencement Date. Tenant shall cause payment of Base Rent and of all other rent and charges, as the same may be adjusted from time to time, to be received by Landlord in lawful money of the United States, without prior notice or demand and without setoff or deduction of any kind, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the term hereof of less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Payment of Base Rent and other charges shall be made to Landlord at its address stated above or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. The Landlord may assess a late payment fee equal to Five Percent (5%) of the amount due, for each payment not made within ten (10) days of the date when due.

Tenant will be in default immediately if rent is not paid on or before the first day of the month. A \$25.00 fee will be charged on any checks returned for insufficient funds.

4. USE: The Premises shall be used only as a multi-function theatre and auditorium for musical, artistic and cinematic productions and concerts, lectures, conferences, conventions, balls, celebrations, trade shows, dances, banquets, other dining events, and similar uses, which uses may include serving of food and alcoholic or non-alcoholic drink, and may include use as a brewery on a small scale, and with the prior consent of Landlord (not to be unreasonably withheld) sporting events, and for no other uses. The portion of the Premises designated as Suite 200 shall be restricted to use as offices, meeting rooms and performers' dressing rooms. The Tenant recognizes the office uses of other portions of the Building, and agrees to take all reasonable steps to prevent any unreasonable disturbance of other tenants or occupants of the Building during normal office hours (including but not limited to refraining from holding events during such hours if such events are likely to disturb other tenants of the Building in their rented spaces, by reason of noise or otherwise), and shall respond and take all appropriate action to address any reasonable complaints raised by other tenants of the Building. Specifically, but without limitation of the foregoing, sound checks for musical and other performances occurring between 8:00 a.m. and 7:00 p.m. on weekdays, or between 8:00 a.m. and 5:00 p.m. on Saturdays shall be subject to limitations to be imposed by Landlord from time to time as to duration, volume and the like in the event that sound from any such sound checks becomes a problem. Tenant agrees to police access to the balcony through the adjacent portions of the Building to permit use of said access only as necessary for handicap access to the Premises. Tenant shall not install any new lighting points without permission from the Landlord in advance and in writing, which will be conditioned upon proper engineering and approval of the same by a Portland stagehands union crew. Tenant shall take reasonable steps to ensure that the maximum seating capacity of the rented space is not exceeded during any event, and in the event that at any time the Theatre is forced to close (or if any other action is taken by any appropriate official bodies or officials) as a result of such seating capacity having been exceeded, the same shall not entitle Tenant to terminate this Lease, or to any reduction of its rent payable hereunder, it being agreed that as between the Landlord and the Tenant, the responsibility for ensuring compliance with seating capacity laws and ordinances shall belong entirely to Tenant, and Tenant agrees to indemnify and hold harmless the Landlord with respect thereto. Tenant agrees to care for and maintain all property of the Landlord contained in the Theatre on the date of the commencement of the term hereof, and to return all of Landlord's property to Landlord upon the expiration or termination of this Lease in the same condition as it is in at the commencement of this Lease, or in such better condition as it may be put in during the term hereof, reasonable wear and tear only excepted. In the event that Tenant wishes to dispose of any personal property of the Landlord (excluding any portions of the Building), Tenant shall first identify such property to Landlord with specificity, and shall allow the Landlord a reasonable period within which to determine whether Landlord wishes to retain such property. If Landlord wishes to retain the property, Landlord shall promptly remove the same from the premises, and the same shall no longer be subject to the terms of this Lease. If Landlord does not wish to retain such property, Landlord shall so inform the Tenant, and the Tenant shall thereafter be entitled to dispose of the same in any way that the Tenant wishes, at Tenant's expense, free from any further claim thereto of Landlord. Any damage to Landlord's property contained in the Theatre or to the Theatre shall be the responsibility of the Tenant to repair or replace, reasonable wear and tear only excepted, at Tenant's sole expense, within 30 days after the loss of the same. To preserve and reinforce the new reputation of the Theatre and the building in which it is situated after the Theatre's rehabilitation from its former use as a pornographic movie hall, no event or production involving (a) substantial "adult" content (of a sexual nature), or (b) substantial nudity, or (c) any explicit depictions of human genitalia or sexual acts, shall be permitted in or at the Premises without the prior written consent of the Landlord, which consent may be withheld if the Landlord believes that the proposed production or event will or may reflect negatively on the reputation of the Theatre or the Building. Any use made of the Premises by the Tenant, including without limitation the service of alcoholic beverages therein, must at all times be in accordance with all applicable laws, ordinances, regulations and all other governmental requirements, as well as all rules adopted from time to time by Landlord for the Building generally. Tenant covenants that it shall at all times have all necessary permits, licenses and approvals, if any, for any use being made of the Theatre and for the lawful operation of Tenant's business. Tenant represents to Landlord that Tenant will need the following eight (8) permits to be in effect with respect to the Premises in order to operate the Theatre as contemplated by Tenant: (1) "Eating Place" license issued by the Maine Department of Human Services; (2) Food Establishment Victualer's Licence issued by the Maine Department of Agriculture; (3) Seller's Certificate issued by the Maine Bureau of Taxation; (4) Special Tax Stamp Retail Liquor Dealer (Brewery Licence) issued by the U.S. Tax Processing Bureau of the Department of Alcohol, Tobacco & Firearms; (5) Brewer of Malt Liquor License issued by the Maine Department of Public Safety; (6) Entertainment with Dance License issued by the State of Maine office of City Clerk; (7) Class XI-Class A Restaurant/Lounge S&V and Malt Code 1105 & 2630, issued by the Maine Department of Public Safety; and (8) there must be an occupancy permit for the premises, issued by the City of Portland. If Tenant is unable through the exercise of diligent efforts to obtain (or secure the issuance of) any of said 8 permits by April 1, 1999, and there is no reasonable prospect that the same will be forthcoming in the then near future, and the Landlord has not been able to secure such missing permit(s) for the benefit of Tenant after being afforded a reasonable opportunity to do so, Tenant shall have the right at any time thereafter (so long as such permit(s) remain unavailable) to terminate this Lease by notice to the Landlord, with the same effect as though the termination date set forth in such notice were the date originally set for expiration of the

term of this Lease. Tenant shall not do or allow anything in the Premises or the Building that could increase Landlord's fire insurance rates or cause any of Landlord's insurance to be adversely affected, or that would be considered extra-hazardous by insurance companies. The following are prohibited at all times within the Theatre: smoking (of any kind), burning of candles, incense or any other materials or substances, fireworks, incendiary displays and other explosive or potentially hazardous devices, noise or music at levels in excess of 115 decibels. Drinking of alcoholic beverages outside of the Theatre entrance is also prohibited.

5. **TAXES:** (a) In addition to Base Rent, as hereinabove set forth, Tenant shall also pay to Landlord as additional rent hereunder, without notice, demand, offset or deduction of any kind, Tenant's share of the total of all taxes assessed and levied against the real estate of the Landlord (which term shall include personal property to the extent that elevators, air-conditioning equipment, or similar Building appurtenances for the use and benefit of the occupants of the Building generally are classified as personal property for tax purposes) constituting the Building as defined in this Lease and the land upon which it is located. Tenant's share of such taxes shall be Twenty Percent (20%) of the total amount thereof, and apportioned for any portion of a tax year falling within the Term. Payment of Tenant's share of taxes shall be made in one lump sum no later than fifteen (15) days before such taxes are due and payable, or at Landlord's option, as set forth in Paragraph 5(b). Landlord agrees to deliver to Tenant as statement of Tenant's share of such taxes each year, provided that the failure of the Landlord to deliver such a statement on any one or more occasions shall not be deemed a waiver of the Landlord's right to receive said additional rent. Taxes assessed and levied against the real estate shall mean all real estate taxes, betterments assessments (special or general, ordinary or extraordinary), water and sewer taxes, and any other charges made by a public authority which upon assessment or upon failure of payment become a lien upon the Building of which the Premises are a part or the personal liability of Landlord, whether or not resulting from any changes in applicable law or other events occurring after the execution of this Lease. In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, "rent taxes", or any tax of like nature specifically measured as a percentage of, or fraction of, or other factor based upon the rent payable hereunder (whether in lieu of, or in addition to, real estate taxes) then such amounts shall be treated as real estate taxes hereunder. In addition, in the event Landlord is required to pay to any taxing authority any amounts as income taxes which are in lieu of real estate taxes, then such amounts shall be treated as real estate taxes hereunder. Any amounts which are payable to the Landlord pursuant to the provisions of this paragraph shall, at the option of the Landlord, be payable at any time after the payment of such taxes by the Landlord to the taxing authority concerned whether such payments be required on a monthly, quarterly, or other time interval basis.

(b) Landlord reserves the right, at Landlord's option, to estimate the current such taxes and to require Tenant to pay the same to Landlord monthly in advance installments, with the payment of the Base Rent. If Landlord elects to require payment monthly in advance, the monthly payment shall be that equal monthly amount which, over the number of months remaining before the month in which the applicable tax installment would become delinquent (and without interest thereon), would provide a fund large enough to fully pay before delinquency the Tenant's share of the taxes to be paid. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payment shall be adjusted as required to provide the funds needed to pay the applicable taxes before delinquency. If the amounts paid to Landlord by Tenant under the provisions of this paragraph are insufficient to discharge the obligations of Tenant to pay such taxes as the same become due, Tenant shall pay to Landlord, upon Landlord's demand, such additional sums as are necessary to pay such obligations. All moneys paid to Landlord under this paragraph 5(b) may be intermingled with other moneys of Landlord and shall not bear interest. In the event of a default by Tenant in the performance of its obligations under this Lease, then any balance of funds paid to Landlord under the provisions of this Paragraph 9, may, at the option of Landlord, be treated as an additional Security Deposit hereunder.

UTILITIES: Tenant agrees to timely pay for all water, gas, heat (including the cost of heating oil), electricity, water, sewer, light, power, telephone, cable television, other communications services, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon, including but not limited to all electricity for lighting, office machines and equipment, kitchen appliances, audio equipment, cash registers and computers; and to pay the costs of all lamping. Tenant shall pay Twenty Percent (20%) of the total amount of all charges for any such services as are not separately metered or otherwise separately measured or billed to Tenant, and shall pay the entire amount of any such charges as are so separately metered, measured or billed to Tenant. In the event that Landlord determines to dedicate one of the Building's boilers to use only for the Premises, the Tenant shall become solely responsible for all costs associated with the maintenance, repair, replacement and operation of that boiler, from the time that it serves only the Premises through the balance of the term of this Lease. Except as provided by law, interruption of any such services shall not constitute an eviction nor shall it entitle Tenant to any compensation or abatement of rent, but Landlord shall use reasonable efforts to restore service as promptly as possible.

6. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. Any sale or transfer after the date hereof, whether to one or more persons or entities and whether at one

or more different times, that results in Grant Wilson holding personally less than a Fifty-One Percent (51%) ownership interest in, or results in Grant Wilson not having de facto and de lege control over the operations and business of the tenant hereunder, shall be deemed an assignment of this Lease within the meaning of this paragraph. Any assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. No assignment or subletting shall be deemed to release Tenant from any of its obligations under this Lease. Any assignee or sublessee of Tenant's rights in the Premises, or of any portion thereof, must agree in a writing submitted to the Landlord prior to consummation of the sublease or assignment transaction that such subtenant or assignee shall pay all rent due under such sublease or lease assignment directly to Landlord upon Landlord's request therefor.

7. ALTERATIONS: Tenant acknowledges the historic significance of the Theatre as an architectural landmark, and agrees that the Tenant shall make no alterations, decorations, additions, or improvements in or to the Premises, or any alteration of the layout or construction of the Premises, or install any fixtures therein, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, provided, however, that it shall be deemed reasonable for the Landlord to withhold its consent to any alterations that would affect the layout, decoration, structure or style of this historic building. In the event of such consent, all of such work shall be at Tenant's sole cost, risk and expense, shall be performed in a good and workmanlike manner consistent with all applicable laws, regulations and ordinances, shall be consistent in quality with the existing improvements within the Premises or better, and Tenant agrees to pay for all such work in a timely manner, and not to permit any mechanics' or materialmen's liens on the Premises or the Building in connection with any such work. All interior and exterior signs and lettering, including those on or in windows, doors and partitions, shall be subject to the prior written approval of Landlord. All alterations, improvements, additions, fixtures and materials attached to the Building by either party, including all paneling, partitions, carpeting, floors, storm windows, screens, window shades, curtains, draperies, and electrical, gas, oil or water appliances, shall, at Landlord's option, become the sole property of Landlord, and, at Landlord's option, shall remain in and be surrendered with the Premises, as part thereof, at the end of the lease term. Tenant shall promptly remove any alterations made by Tenant and not desired by Landlord upon expiration or termination of this Lease and Tenant shall promptly, and at Tenant's expense, repair any damage to the Premises resulting from such removal. Any materials, fixtures or other alterations made by Tenant without the prior written consent of Landlord shall be immediately removed at Tenant's sole cost upon demand therefor by the Landlord, and the Tenant shall after completing such removal restore the Premises to their condition prior to the installation of the same, all at Tenant's sole expense. Tenant covenants and agrees, as partial consideration for this Lease, to expend not less than Seventy-Five Thousand Dollars (\$75,000.00) of Tenant's funds in installing tenant improvements in the Premises no later than March 1, 2000, subject to the requirement of prior approval by Landlord as stated above. All of said initial tenant improvements installed and paid for by the Tenant shall remain the property of the Tenant throughout the term of this Lease, and shall be treated as stated above for improvements generally at the expiration or earlier termination of the Lease.

8. MAINTENANCE: (a) The Tenant acknowledges and represents to Landlord that the Premises at present are NOT in satisfactory order for occupancy and use by Tenant for Tenant's intended purposes, but Tenant nevertheless accepts the same in their current state and condition, it being specifically understood and agreed by Landlord and Tenant that the Premises (and any contents thereof) are being delivered to Tenant entirely "AS IS," "WHERE IS," and "WITH ALL FAULTS," without any representation or warranty by Landlord as to their condition, usefulness for their intended purposes or for any other purpose, and Tenant acknowledges that it has not been induced to enter into this Lease by any representation or statement of Landlord or of any agent, employee or other representative of Landlord as to the condition of the Premises, or of any portion or aspect thereof. Tenant represents to Landlord that Tenant has satisfied itself with respect to the condition of the Theatre, in reliance solely upon its own inspections and opinions and those of its contractors and engineers, and that Tenant is not relying on any statement or representation from Landlord, or any representative of Landlord, with respect to the condition of the Theatre, or any portion thereof, in entering into this Lease. In no event shall the Landlord have any liability for latent or other defects in the Theatre or the Building. Tenant and Landlord acknowledge that this Rental Agreement is for commercial and business purposes only, and not for personal, household or residential purposes. In consideration of this Lease, Tenant shall, at Tenant's sole cost and expense and at all times, keep and maintain the Premises and every part thereof in good order, condition and repair at least equal to their condition at the time Tenant takes possession thereof, or such better condition as they may be put in thereafter, and shall replace all broken glass with glass of like size and quality, reasonable wear and tear only excepted. Tenant shall be responsible for all damage to the Premises caused by Tenant, its employees, agents, contractors, invitees, guests, and customers, or otherwise occurring from any cause whatsoever (whether or not such portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), and for all damage to the Building caused by Tenant, its employees, agents, contractors, invitees, guests, and customers, including, without limiting the generality of the foregoing, all plaster and plastered surfaces in or at the Theatre, all equipment, systems and facilities serving the Premises, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire sprinkler

and/or standpipe and hose or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment, fire hydrants, fixtures, walls (interior and exterior), foundations, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, about, or adjacent to the Premises), provided, however, that Tenant shall not be responsible for maintenance and repairs of any portions of the Building's utility systems that also serve portions of the Building other than the Premises, unless the need for any such maintenance or repair thereof shall have been caused by Tenant, its employees, agents, contractors, invitees, guests, or customers. The Landlord shall perform or cause the responsible parties to perform any needed such repairs to or maintenance of the common utility systems of the Building that also serve the Premises, and for which Tenant is not responsible under the terms of this Paragraph. Tenant shall be solely responsible for compliance of the Theatre with existing and future life safety and handicap access codes, laws, ordinances and regulations. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, the elements surrounding same, or neighboring properties, that was caused or materially contributed to by Tenant. In keeping the Premises in good order, condition and repair, Tenant shall exercise and perform good maintenance practices. Tenant shall at all times keep the sidewalks and curbs in front of the Premises free from snow, ice, dirt, leaves and trash. The Tenant shall also at all times maintain the Premises in neat, clean and sanitary condition, save only normal usage. Tenant's obligations shall include restorations, replacements and renewals when necessary to keep the Premises and all improvements thereon or constituting any part thereof safe and in good order, condition and state of repair.

(b) Tenant shall, at Tenant's sole cost and expense, procure and maintain contracts, with copies to Landlord, in customary form and substance for, and with contractors specializing and experienced in, the inspection, maintenance and service of the following equipment and improvements, if any, located on the Premises: (i) heating, air conditioning and ventilation equipment, (ii) boiler, fired or unfired pressure vessels, (iii) fire sprinkler and/or standpipe and hose or other automatic fire extinguishing systems, including fire alarm and/or smoke detection, and (iv) drain maintenance.

(c) It is intended by the parties hereto that Landlord have no obligation, in any manner whatsoever, to repair or maintain the Premises, the improvements located thereon, or the equipment therein, or any portion thereof, whether structural or non structural, all of which obligations are intended to be those of the Tenant under paragraph 8(a) hereof, without any exception whatsoever. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises. Tenant and Landlord expressly waive the benefit and application of any statute, rule of law, or other legal principle now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to maintenance and repair obligations, or which affords Tenant the right to make repairs at the expense of Landlord, or which makes Landlord liable to Tenant or to anyone claiming under or through Tenant in any way, direct or indirect, as a result of any need of the Premises or any portion thereof to be repaired, maintained, or replaced.

(d) In the event that the Theatre at any time requires structural repairs, not caused in whole or in part by Tenant or by any of its employees, agents, contractors, invitees, guests, or customers, which repairs are reasonably anticipated by Tenant and its contractors to cost in excess of \$75,000.00 to complete, and if Tenant is unable or unwilling to expend the necessary sum to perform said repairs, and further provided that the Landlord, after having been approached by the Tenant, shall have refused to pay the excess of said cost over said \$75,000.00 figure, Tenant shall have the right, as its sole remedy, to terminate this Lease, provided that in such event Tenant shall remain responsible to repair at its sole expense any damage to the Premises caused in whole or in part by Tenant, or by any of its employees, agents, contractors, invitees, guests, or customers, and to leave the Theatre in the condition required by this Lease at the end of the Lease term, said structural repairs not caused by Tenant or its employees, agents, contractors, invitees, guests, or customers only excepted. IN NO EVENT WHATSOEVER shall the Landlord have any obligation or responsibility for making any such structural repairs or any other repairs of any kind at any time.

9. LOSS, DAMAGE TO PERSONALTY: All property of the Tenant or of Tenant's employees, customers and invitees or others in the Premises shall be held at Tenant's sole risk, and Landlord shall not be liable for any loss, damage or destruction of any such property, by fire, theft, or any other cause. Contents insurance shall be the sole responsibility of Tenant. Tenant agrees to hold Landlord harmless from all claims by Tenant or any other person claiming by, through or under Tenant, including but not limited to customers, employees, guests and invitees of Tenant, by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Premises or the Building belonging to Tenant or others, whether or not caused by a condition of the premises. Tenant agrees to care for and maintain in a proper fashion all property of the Landlord contained in the Premises on the date of this Lease (which property may be described in whole or in part in a schedule attached to this Lease), and to return all of Landlord's property to Landlord in at least as good a condition as it is in at the commencement of this Lease, or such better condition as it may be put in during the term

hereof, upon the expiration or termination of this Lease, reasonable wear and tear only excepted. Any damage to Landlord's property contained in the Premises or to the Premises shall be the responsibility of the Tenant to repair or replace, reasonable wear and tear only excepted, at Tenant's expense.

10. DAMAGE TO OR DESTRUCTION OF THE PREMISES: If the Premises or the Building shall be so damaged by fire or other cause beyond the control of and without the negligence of Tenant or Tenant's employees, guests, customers or invitees, so as to be wholly untenable, and in the judgment of Landlord the Premises cannot in the exercise of reasonable diligence be rendered tenable within a period of ninety (90) days from the date of said damage, this Lease shall terminate, the termination to be deemed effective on the day following such damage, but such termination shall not affect the obligations of Tenant existing at the date of termination. If, in the judgment of Landlord, the damage may be repaired within ninety (90) days (whether or not repair is actually completed within such period), then at Landlord's option this Lease and the term hereunder shall not terminate, and Landlord shall proceed at Landlord's expense to repair such damage (provided however that the Landlord's obligation to restore the Premises shall in such event be limited to the net amount of any insurance proceeds actually collected by Landlord and properly allocable to the Premises, and the rental hereunder shall abate proportionately according to the nature and extent of such damage until such repairs shall have been completed by Landlord. If Landlord does not exercise its option to continue this Lease and restore the Premises, then this Lease shall terminate as though such damage could not be repaired within the ninety (90) day period referred to above. In the event of any damage or destruction falling within the terms of this paragraph, Landlord agrees to notify Tenant of its determinations hereunder with promptness in the circumstances.

11. ACCESS TO PREMISES: Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times to examine the same, and to show the same to prospective purchasers, mortgagees, contractors, workers and tenants, and to perform such maintenance (including painting) and make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and to remove any alterations, additions, improvements, decorations, signs, fixtures or other installations not consented to by Landlord in advance and in writing. Landlord shall also have the right of access to the Premises at all times in the event of an emergency or exigent circumstances.

12. DEFAULT: If: (i) the Premises shall be abandoned by Tenant; or (ii) Tenant defaults in the payment of any rent or other sum when due hereunder, whether or not demanded, and such default continues for ten (10) days after the date when such payment is due; or (iii) Tenant defaults in the performance of any other agreement or covenant to be performed or observed by Tenant under this Lease, or violates any term or condition of this Lease, for ten or more days after Landlord gives to Tenant notice of such default (provided that in the event that such default is not reasonably susceptible of being cured within such 10-day period, Tenant shall have such longer period of time as may be reasonably necessary in the circumstances to effect a cure, so long as Tenant commences to cure the same within said 10-day period, and thereafter continuously and diligently prosecutes such cure to completion); or (iv) there shall be commenced by or against Tenant any proceeding in bankruptcy; or (v) if Tenant ceases its normal day-to-day business operations in the Premises for a period in excess of ten (10) consecutive business days (provided that nothing in this subsection shall be construed as requiring the Tenant to hold at least one event every 10 days), or (vi) if Landlord has given Tenant six (6) or more written violation or default notices under this Lease within any 12-month period, each of which notices related to actual failure of the Tenant to comply with any of the terms of this Lease, even if the defaults or violations have been cured within any applicable cure periods, then and in any one or more of such events Landlord may, at Landlord's sole election, terminate this Lease by entry upon the premises or by written notice, and the term hereof shall terminate immediately upon such entry or upon the giving of such notice, and Tenant shall thereupon quit and surrender the Premises to Landlord, and Landlord may, without further notice, re-enter the Premises with or without legal process and repossess the same as of its former estate, and dispossess Tenant and remove Tenant's effects without being guilty of any trespass. In case of termination of the term of this Lease for any such cause, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled immediately as of the date of such termination to recover damages, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, which shall become due in its entirety as of the date of any such termination, less any proper credits, and Tenant shall also and in addition be immediately liable for any other expenses of Landlord incurred in connection with the retaking of possession of the Premises, the removal and storage of Tenant's effects, the reletting of the Premises and the recovery of damages. Any demand or notice to Tenant under this or any other section of this Lease shall be deemed effective and delivered to Tenant when (i) delivered in hand to the Tenant or to any other person of suitable age and discretion then residing or present in the Premises, or (ii) mailed to Tenant by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed. Landlord shall be entitled to collect from Tenant all attorneys' fees and other costs and expenses incurred by Landlord in connection with the enforcement of any provision or obligation of this Lease.

13. LANDLORD'S DEFAULT: Landlord shall not in any circumstances be deemed to be in default under this Lease unless and until such default shall have continued uncured after Tenant has given written notice of such default to Landlord, specifying the nature of such default, for a period of 30 days, or for such longer period of time as may be reasonably necessary to cure the same.

14. INDEMNIFICATION: Tenant covenants and agrees to forever indemnify, defend ^(with counsel selected by GLW Tenant's insurance carrier and reasonably acceptable to Landlord) and save harmless the Landlord from all loss, claims, actions, death, injury, destruction and damages of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, customers, licensees, agents, employees, guests or invitees, or arising in connection with Tenant's failure to comply with any of Tenant's obligations under this Lease, or arising from any accident, injury (including death), loss or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof (or thereafter if Tenant remains in possession of the Premises) in or about the Premises, or in or about the Building. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, and shall survive any expiration or termination of this Lease. Tenant hereby knowingly and voluntarily FOREVER WAIVES AND RELINQUISHES any and all claims Tenant might otherwise have for indirect, incidental or consequential damages to Tenant's operation or business arising out of any act or failure to act of Landlord, or out of the condition at any time of the Premises, the Building or any portion thereof, and Tenant hereby agrees to defend, indemnify and save harmless the landlord with respect to any such claim of indirect, incidental or consequential damages. Tenant shall be fully responsible for all work, acts and omissions of Tenant's employees, agents, contractors, and others employed by Tenant in any capacity. Tenant shall also be fully responsible for, and shall indemnify and save harmless Landlord from and reimburse Landlord for, any and all copyright infringements, royalties due, or other charges, claims or losses in connection with copyrights that occur or may become payable as a result of or in any connection with any activities conducted at the Theatre or in the Building during the term hereof. Tenant warrants to Landlord that all copyrighted material to be performed at the Theatre has been, or will be prior to the presentation, duly licensed or otherwise properly authorized by the copyright owners or their legal representatives for such performance. Without limitation of the foregoing provisions, Tenant agrees to defend and hold Landlord harmless from all claims by Tenant or any other person claiming by, through or under Tenant, including but not limited to patrons, ticket holders, customers, employees, guests and invitees of Tenant, by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Theatre or the Building belonging to Tenant or others, whether or not caused by a condition of the premises.

15. INSURANCE: Tenant shall at all times carry at its own expense, comprehensive public liability insurance on the Premises and other insurance in the name of and for the benefit of the Tenant and the Landlord written in such amounts, covering such risks and with such responsible insurance companies as Landlord may from time to time require. At a minimum, and without limitation of any other or additional coverage that Landlord may require, Tenant shall have at least Five Million Dollars (\$5,000,000) of combined single limit broad form public liability insurance, covering any injury (including death) to persons or damage to property occurring at the Theatre premises or in or around the Building, naming Landlord and each of the Members of Landlord as additional insureds, as well as workers' compensation insurance in the statutory amount. In addition, if Tenant or any of Tenant's employees will serve any beverage containing any amount of alcohol at the Theatre, Tenant must also have liquor liability insurance in the statutory maximum amount, naming Landlord as an additional insured. All insurance provided by Tenant shall be primary to any insurance, which Landlord may have. The Tenant shall furnish to the Landlord upon request from time to time one or more current certificates of all such insurance, indicating that such insurance shall not be reduced in amount, canceled or allowed to expire without at least thirty (30) days' prior written notice to the Landlord.

16. 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, and any fiduciary, any member, any manager, or other principal of Landlord, are not personally liable for 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 Landlord. Landlord and Tenant agree that Landlord is not and is not intended to be, a partner, joint venturer, alter ego, coventurer or other participant of any kind in Tenant's business or in the presentation of any event(s) at the Theatre, it being the intention of both parties that the only relationship of Landlord and Tenant be that of a landlord and a tenant in a commercial lease of real estate.

17. END OF TERM: Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of Tenant's default or otherwise, Tenant shall surrender the Premises to Landlord, broom clean, in as good condition as they now are or may later be put into by the Landlord or the Tenant, excepting only ordinary wear and tear, and damage by fire or other inevitable accident not the fault of any occupants of the Premises or their visitors. Tenant shall upon such termination remove all of Tenant's personal property and trash from the premises. In the event of the Tenant's failure to remove any of the Tenant's property

from the Premises as required hereunder, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain the same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the costs of disposing of said property, then to the payment of any sum due hereunder, or to destroy such property, and Tenant shall have no right to any such property or to any proceeds of any such property left in the Premises.

18. **SECURITY DEPOSIT:** Tenant has deposited with Landlord the sum of \$5,000.00 as security for the full, faithful and punctual performance by Tenant of all the terms and conditions of this Lease. If, during the term of this Lease, Landlord uses any portion of such security deposit to fulfill obligations of Tenant hereunder, Tenant will immediately upon demand deposit with Landlord sufficient monies to restore the security deposit held by Landlord to its original amount. Upon termination of this Lease, Landlord shall return the security deposit to Tenant within 30 days after the later of Tenant vacating the premises or the end of the term, after deducting any unpaid rent or other amounts, the cost of any repairs to the demised premises, replacement of any items listed on Exhibit A and not returned to Landlord in proper condition, and the cost of curing any other breach by Tenant of this Lease. The foregoing notwithstanding, after the Tenant has made its required \$75,000.00 of Tenant improvements to the Premises as required by paragraph 7 hereinabove, as reasonably proven to Landlord, Landlord shall upon request of the Tenant return said security deposit to Tenant and no security deposit shall thereafter be required hereunder.

19. **HOLDOVER:** If the Premises are retained by Tenant with the written consent of Landlord beyond the term of this Lease or any extension or renewal thereof, Tenant shall be considered to be a tenant at will on all of the terms and conditions of this Lease, including the payment of rent. If such holding over is not with Landlord's written consent, no tenancy at will shall be created and the Tenant must vacate the Premises immediately on demand by Landlord, and Tenant shall pay during any such period of holding over, a Base Rent equal to Twice the Base Rent in effect immediately prior to the expiration or termination of the term hereof, together with all other charges required to be paid by Tenant hereunder.

20. **PROHIBITIONS:** Tenant shall neither do nor permit any of the following without first obtaining the specific written consent of Landlord with respect thereto: (a) keep or allow any pets or animals of any type in, on or about the Premises or the Building except under adequate supervision; (b) throw any objects out of any Building windows; (c) install, use or have any wood, kerosene or other stoves or heaters, other than portable electrical heaters which must be safe and properly used at all times; (d) place more than a reasonable number of nails or screws in any woodwork, or more than a reasonable number of nails in any wall; (e) install, use or have any outside signs (including signs in windows), aerials, window boxes, flagpoles, or other fixtures of any kind visible from outside of the Building, except in accordance with the specific terms of this Lease; (f) reside or allow any others to reside in the Premises; (g) create or permit any holes in any walls or in any other part of the Building; (h) interfere, modify or deal with any wiring, electrical or other utility installation in the Building; (i) commit or permit any damage to the Premises or the Building; (j) allow trash, discarded items, junk or other refuse to accumulate in the Premises or the Building for more than two (2) days, unless contained in a closed trash container within the Premises; (k) enter into any restricted areas of the Building for any purpose; (l) obstruct in any manner the hallways, entrances, exits, elevators, sidewalks or other common areas of the Building; (m) overload or improperly operate any appliances, electrical outlets, Building utility systems or Building floors, or in any other manner commit waste of the Premises or the Building; or (n) have, handle, store, dump, dispose of or use any hazardous or toxic wastes, materials or substances; or (s) engage in or permit any activity which is disruptive, abusive, unsightly, illegal, disreputable, creates foul odors, causes or constitutes a nuisance, or otherwise unreasonably disturbs other tenants in the Building. In the event of any violation of any term of this Lease, Landlord shall have the immediate right without waiving the default to cure the same at Tenant's expense, and Tenant shall reimburse Landlord for the cost thereof within 5 days after demand therefor by Landlord, with interest from the date incurred by Landlord until paid by Tenant at the annual rate of Eighteen (18) Percent, or if such rate is not permissible under applicable law, at the highest permissible rate.

21. **SIGNS:** The Tenant shall have the right to install exterior and interior signage at the Premises, subject to the requirements of all governmental and other authorities having jurisdiction thereof, and to compliance with the Landlord's signage guidelines, as established from time to time by Landlord.

22. **GENERAL:** This Lease shall inure to and be binding upon the respective heirs, successors and assigns of the parties. This Lease is governed by the laws of the State of Maine. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The headings in this Lease shall not be taken into account in construing the meaning of the provisions hereof. No waiver by Landlord of any breach of this Lease shall be effective unless it is in writing, and such a waiver shall not be considered to be a waiver of any other breach. This Lease expresses the entire agreement of Landlord and Tenant with respect to the Tenant's occupancy of the Premises, and supersedes any prior oral or

written discussions, agreements, or understandings. This Lease may be amended or modified only by a writing duly signed by the authorized representatives of Landlord and Tenant.

23. QUIET ENJOYMENT: So long as the Tenant observes and performs all of Tenant's covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord, subject to all of the terms and provisions of this Lease.

24. NO REPRESENTATIONS: Except as otherwise provided by law, Landlord makes no representations as to the condition of the Premises or as to any of the contents thereof, or of any personal property located therein, and the Tenant accepts the same in their present condition, AS IS.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals as of the fifteenth day of September, 1999.

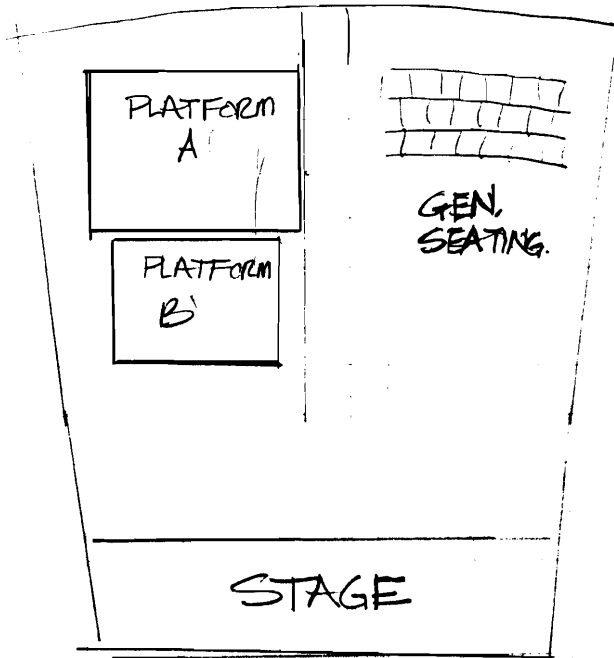
CONGRESS PROPERTIES LLC (Landlord)

609 CONGRESS HALL (Tenant)

By: Matthew W. Orne
Matthew Orne
Its: Manager

By: Grant Wilson
Grant Wilson
Its:

STATE THEATER



PLAN VIEW

PLATFORM LOCATIONS

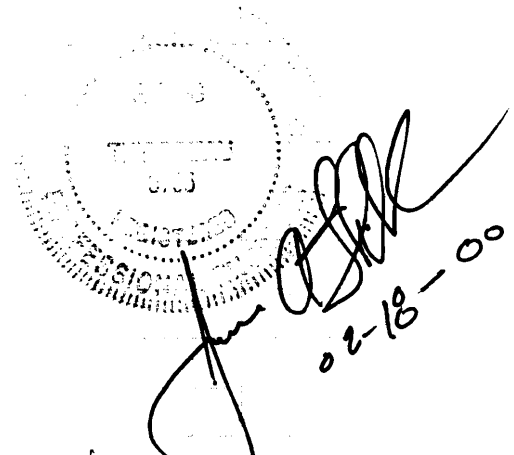
ALLOWABLE LOADS

LL = 125 PSF ✓

DL = 15 PSF ✓

TL = 140 PSF ✓

DESIGN IN ACCORD
WITH 1999 BOCA ✓



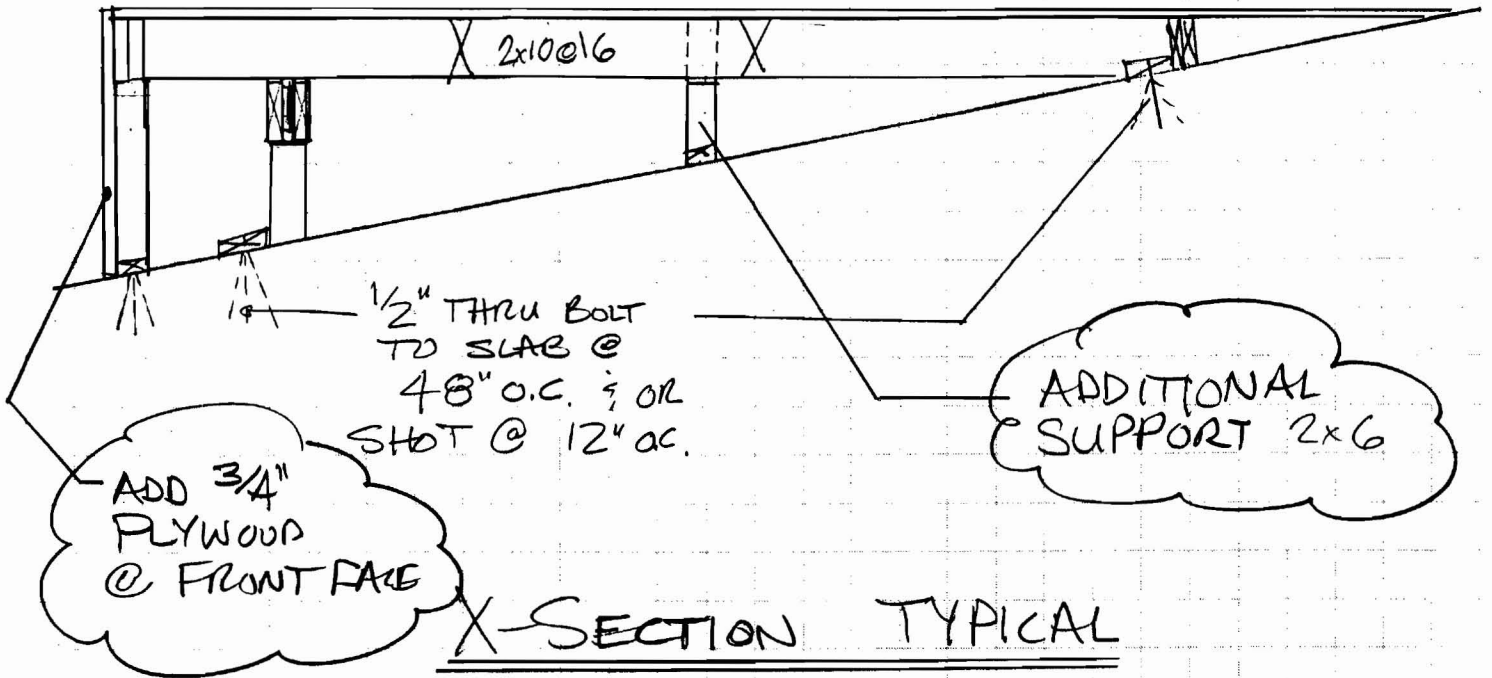
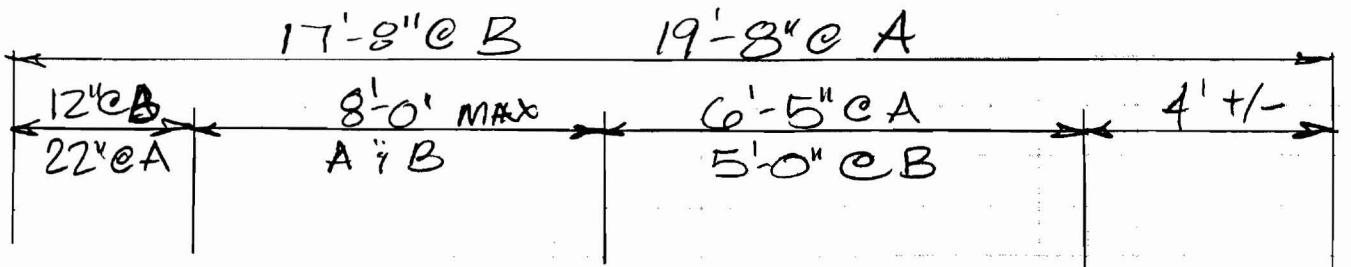
GENERAL NOTES:

1. THESE ATTACHED DRAWINGS COVER DESIGN & CONSTRUCTION OF TWO WOOD FRAMED PLATFORMS IN LOCATIONS AS SHOWN ABOVE @ STATE THEATER IN PORTLAND MAINE. - PLATFORMS ARE TO BE USED FOR MOVABLE SEATING DINNING ONLY.
2. USE ALL SPF NO. 2 OR BETTER - APA FLYWOOD NAIL IN ACCORDANCE WITH 1999 BOCA ✓
3. PLATFORM DESIGN LOADS:
LIVE 125 POUNDS PER SQUARE FOOT ✓
DEAD 15 POUNDS PER SQUARE FOOT.

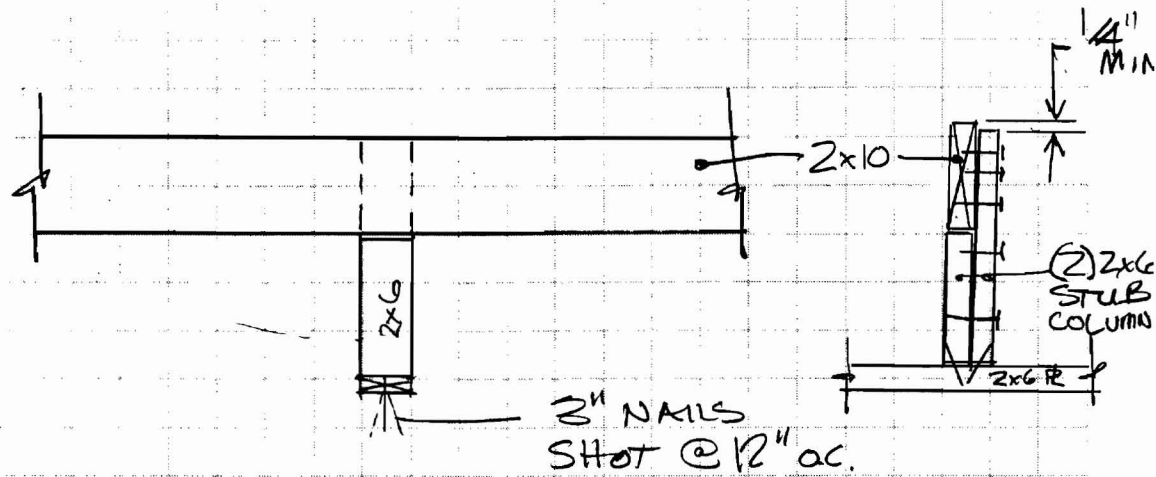
PROJECT: STATE THEATER
SHEET TITLE:

ASSOCIATED DESIGN PARTNERS INC.

DATE:
SCALE:
DRAWN BY:
FILE No.:
PROJECT NUMBER:
SHEET: 1 OF 4



NTS.



DETAIL @ ADDITIONAL SUPPORT



PROJECT: STATE THEATER

SHEET TITLE:

ASSOCIATED DESIGN PARTNERS INC.

DATE: 02-18-66

SCALE:

DRAWN BY:

FILE No.

PROJECT NUMBER:

SHEET: 4 OF 4