

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read Application And Notes, if Any, Attached

BUILDING PERMITS

PERMIT

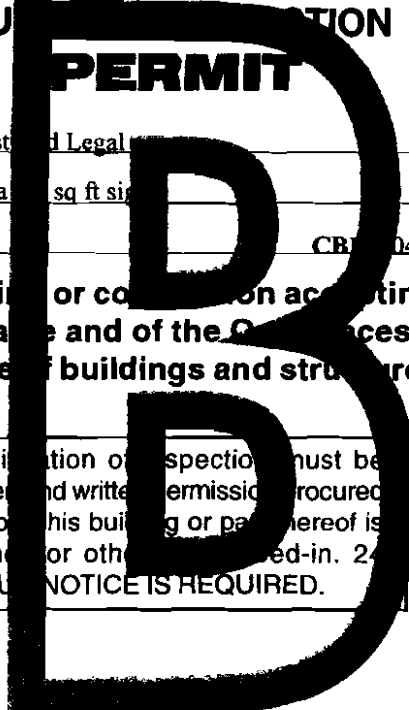
PERMIT ISSUED

Permit Number: 111033

This is to certify that SEVEN OH SEVEN LLC/West End Legal  
has permission to "West End Legal LLC" install a sq ft sign  
AT 707 Congress St CR 047 C029001 City of Portland

SEP 28 2010

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



Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is put in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

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

Permit No: 10-1133	Issue Date:	CBL: 047 C029001
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Location of Construction: 707 Congress St	Owner Name: SEVEN OH SEVEN LLC	Owner Address: 148 SUMMIT PARK AVE	Phone:
Business Name: West End Legal LLC	Contractor Name: West End Legal	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone: 207-699-5553	Permit Type: Signs - Permanent	Zone: B-2b

Past Use: Commercial - Office	Proposed Use: Commercial - Office "West End Legal LLC" install a 2.6 sq ft sign	Permit Fee: \$110.20	Cost of Work: \$110.00	CEO District: 2
<p>legal use - offices with 4 residential D.U.</p> <p>Proposed Project Description: "West End Legal LLC" install a 2.6 sq ft sign</p>		FIRE DEPT: N/A <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: U Type: Sign IOC, 2007	
		Signature:		Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: ldobson	Date Applied For: 09/10/2010	<b>Zoning Approval</b>		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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..

<b>Special Zone or Reviews</b> <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"/> Date: <i>9/22/10</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<b>Historic Preservation</b> with <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>9/23/10</i> <i>D. Andrews</i>
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**PERMIT ISSUED**

SEP 28 2010

City of Portland

**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 provision of the code(s) applicable to such permit.

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



**CITY OF PORTLAND, MAINE**  
Department of Building Inspections

**Original Receipt**

9.10 2010

Received from Westville Legal  
Location of Work 707 CONRS

Cost of Construction \$ \_\_\_\_\_ Building Fee \_\_\_\_\_  
Permit Fee \$ \_\_\_\_\_ Site Fee \_\_\_\_\_

Certificate of Occupancy Fee \_\_\_\_\_  
Total: 110.20

(Building (1)) \_\_\_\_\_ Plumbing (15) \_\_\_\_\_ Electrical (2) \_\_\_\_\_ Site Plan (107) \_\_\_\_\_  
Other \_\_\_\_\_  
CBL: 17-8-29  
Check #: 1186 Total Collected \$ 110.20

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: SP

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy

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

<b>Permit No:</b> 10-1133	<b>Date Applied For:</b> 09/10/2010	<b>CBL:</b> 047 C029001
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<b>Location of Construction:</b> 707 Congress St	<b>Owner Name:</b> SEVEN OH SEVEN LLC	<b>Owner Address:</b> 148 SUMMIT PARK AVE	<b>Phone:</b>
<b>Business Name:</b> West End Legal LLC	<b>Contractor Name:</b> West End Legal	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b> 207-699-5553	<b>Permit Type:</b> Signs - Permanent	

<b>Proposed Use:</b> Commercial - Office "West End Legal LLC" install a 2.6 sq ft sign	<b>Proposed Project Description:</b> "West End Legal LLC" install a 2.6 sq ft sign
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<b>Dept:</b> Historic <b>Status:</b> Approved with Conditions <b>Reviewer:</b> Deborah Andrews <b>Approval Date:</b> 09/23/2010 <b>Note:</b> Ok to Issue: <input checked="" type="checkbox"/> 1) * Approved with the understanding there will be no lighting associated with the sign.
<b>Dept:</b> Zoning <b>Status:</b> Approved <b>Reviewer:</b> Marge Schmuckal <b>Approval Date:</b> 09/22/2010 <b>Note:</b> Ok to Issue: <input checked="" type="checkbox"/>
<b>Dept:</b> Building <b>Status:</b> Approved with Conditions <b>Reviewer:</b> Jonathan Rioux <b>Approval Date:</b> 09/28/2010 <b>Note:</b> Ok to Issue: <input checked="" type="checkbox"/> 1) Signage Installation to comply with Chapters 31 & 32 of the IBC 2003 building code. 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

**Comments:**  
9/23/2010-gg: received permit from historic as of 09-23-10. /gg  
9/28/2010-jrioux: Spoke with Alice Neal, "Mr. Signs" will send over sign attachment details.

**PERMIT ISSUED**

SEP 28 2010

City of Portland

**ALICE A. NEAL, ESQ.**  
*aneal@westendlegal.com*  
**ZACK M. PAAKKONEN, ESQ.**  
*zpaakkonen@westendlegal.com*

**WEST  
END  
LEGAL  
LLC**

**707 CONGRESS STREET  
PORTLAND, ME 04102  
207 699 5553 · 207 321 8419  
*www.westendlegal.com***

September 10, 2010

City of Portland  
Attn: Building Inspections  
315 City Hall  
Portland, ME 04101

Re: Sign Application for West End Legal, LLC

Dear Madam or Sir:

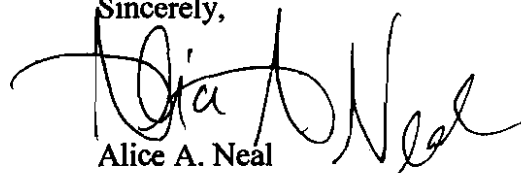
Enclosed for processing please find the following:

1. Signage/Awning Permit Application;
2. Check for Sign fee;
3. Photo/Sketch of building and location of sign with description of installation and mounting;
4. Letter of permission from landlord (see enclosed Lease);
5. Artwork sketch with dimensions;
6. Copy of Portland City Assessor's Information showing the location and side view of building; and
7. Application Check List.

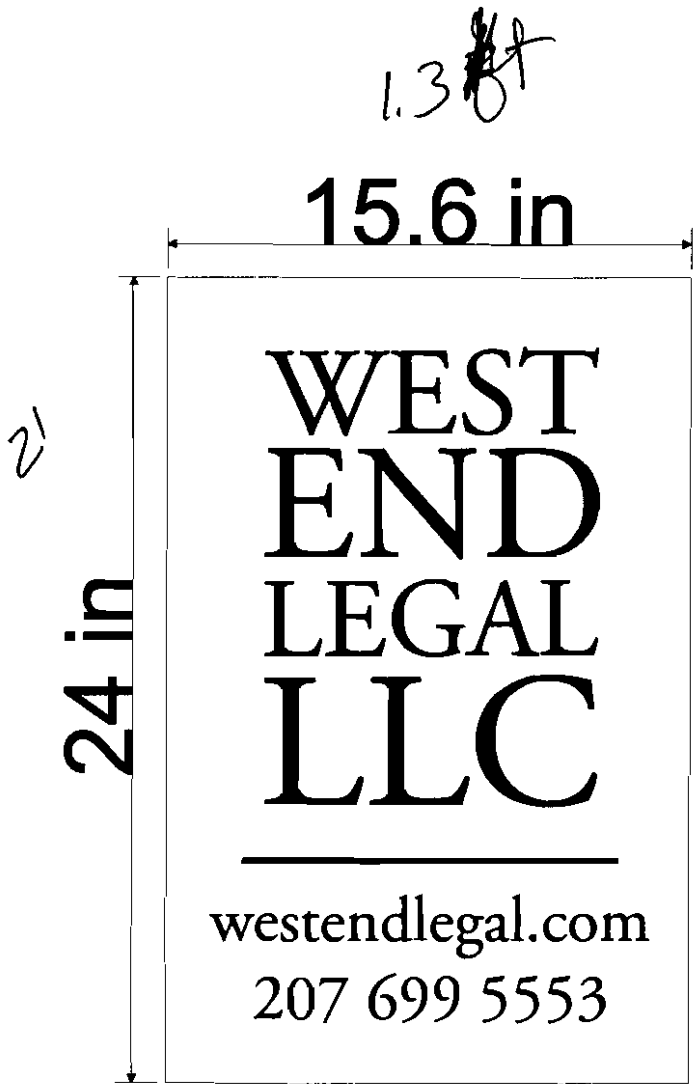
Please do not hesitate to contact me should you have any additional questions regarding the application and packet of information or if additional information is required.

Thank you in advance for your assistance.

Sincerely,

  
Alice A. Neal

AAN/  
encls.



$2 \times 1.3 = 2.6$

It is your responsibility to proof your design *carefully*. Please look closely for spelling and content errors.

Reference No.	Scale: n/a	Prepared by:	Sales Rep:	Approved by:	Page <u>1</u> of <u>1</u>
Date:	Notes:				<p>© 2010 Mr. Signs, Inc. This design is the property of Mr. Signs, Inc. All production and duplication rights are reserved by Mr. Signs, Inc. This printout has been designed for your personal use and is not to be used outside your organization or exhibited in any fashion.</p>
Prepared for:					

**COMMERCIAL LEASE AGREEMENT**  
**for**  
**707 Congress Street, First Floor**

THIS LEASE AGREEMENT is made this 10<sup>th</sup> day of July, 2010, by and between SEVEN OH SEVEN, LLC, a Maine Limited Liability Company that is the sole owner of the building located at 707 Congress Street, Portland, Maine (hereinafter "Landlord") and WEST END LEGAL, LLC, a Maine Limited Liability Company with a principal place of business in Portland, Maine (hereinafter "Tenant").

**ARTICLE ONE. DEMISED PREMISES & LEASE TERM**

A. For and in consideration of the rentals and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant hereby leases and hires from the Landlord, the demised premises, being a commercial unit located on the first floor of the building located at 707 Congress Street in Portland, Maine.

B. The term of this lease shall be for three (3) years, commencing on August 1, 2010, and terminating on July 31, 2013, unless sooner terminated as hereinafter provided. Landlord shall permit Tenant to begin occupancy of the demised premises on Thursday, July 29, 2010, with the further agreement and understanding that no rent will be due from Tenant for the period from July 29, 2010 through July 31, 2010.

C. Tenant shall have the right during the term of the Lease to the full and exclusive use of two designated parking spaces at the rear of the demised premises as part of this lease.

**ARTICLE TWO. RENTAL AMOUNT & SECURITY DEPOSIT**

The rent during the term of this lease shall be payable by Tenant in equal monthly installments, in advance, on or before the first day of each month, payable to Seven Oh Seven, LLC, and sent to Landlord at the following address: Seven Oh Seven, LLC, c/o DPC Property Management, Inc., P.O. Box 6829, Scarborough, Maine 04070 or at such other place designated by Landlord, without prior demand therefor, and without any deduction or set-off whatsoever. Said monthly rent for year 1 of the lease shall be Nine hundred and Seventy-Five Dollars (\$975.00) per month, payable in advance on the 1<sup>st</sup> day of each month commencing on August 1, 2010, through July 31, 2011. The monthly rent shall increase by 4% (four percent) to \$1,014.00 per month for year two of the lease (August 1, 2011 through July 31, 2012), and by 5% (five

percent) to \$1,064.70 per month for year three of the lease (August 1, 2012 through July 31, 2013).

In the event Tenant's rental payment is received postmarked after the tenth (10) day of the month, Tenant shall promptly pay to Landlord a service charge of \$5.00 per day for each day following the first day of the month that such rental is in arrears, which late fees shall not exceed 4% of the rental amount for any given month of rent that is late.

Tenant shall deposit with Landlord upon the signing of this lease the sum of Nine Hundred and Seventy Five Dollars (\$975.00) as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant during the term of the lease, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease. Security deposit shall be refunded to the Tenant without interest at the end of this lease, subject to Tenant's satisfactory compliance with the conditions herein.

### **ARTICLE THREE. RENEWAL OPTION**

If Landlord and Tenant agree, this lease may be renewed after the third year under such terms as they shall mutually find agreeable, and a signed and written renewal of this lease setting forth the rental payment amount and term of the lease shall be sufficient for such renewal. All other terms and conditions of this lease may remain in effect after such renewal unless otherwise modified in a signed writing by all parties to this Lease.

### **ARTICLE FOUR. SIGNS**

Tenant may place a sign on the exterior of the premises upon consent of Landlord, consent not to be unreasonably withheld. Any sign must comply with requirements of the Code of Ordinances of the City of Portland. Tenant will obtain a sign permit, if required, and promptly pay all necessary fees required for such a sign to the City.

### **ARTICLE FIVE. USE OF DEMISED PREMISES**

A. Tenant covenants and agrees that during the term hereof the demised premises will be used, only for a law firm and professional offices related thereto. Tenant covenants and agrees that the demised premises will not be used for any purpose other than as stated herein. Failure to comply herewith, after due notice, shall constitute a default under the terms of this lease.

B. Tenant agrees that it will not suffer or permit the demised premises to be used for any unlawful purpose and that it will not suffer or permit any article to be brought or any act to



be done thereon which shall render them uninsurable, and Tenant, in the conduct of its business, will at its own expense, comply with all applicable laws, ordinances, rules and regulations of any and all government authorities having jurisdiction of the premises, now or in the future, and requirements of all insurance underwriters. Tenant further agrees that in no event shall it use the demised premises for purposes which are prohibited by zoning or building restrictions of record.

C. Tenant expressly covenants and agrees that it will, during the term hereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon said premises or any portion thereof by reason of any act or omission on the part of Tenant, and hereby expressly agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said demised premises, which may be occasioned by any act or omission upon the part of Tenant, and shall not be thus released within sixty (60) days after notice thereof, Landlord, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said demised premises from any such lien, and Tenant agrees to pay and reimburse Landlord upon demand for or on account of any expense which may be incurred by Landlord in discharging such lien or claim, which sum shall include the maximum legal interest rate per annum from the date such lien is paid by Landlord until the date Landlord is reimbursed by Tenant.

#### **ARTICLE SIX. MAINTENANCE AND REPAIRS, OBLIGATIONS**

##### A. Landlord Responsibility.

Landlord will keep the roof, electrical, mechanical, heating, and plumbing systems of the demised premises in proper condition and repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of repair; and provided further that if any repair is required by reason of Tenant's negligence or the negligence of any of Tenant's agents, employees, subleasees, customers, clients, or other persons on the premises with Tenant's consent, express or implied, Landlord shall make such repair at Tenant's cost and expense, which cost and expense shall be treated as additional rent, immediately due and payable

##### B. Tenant Responsibility

###### 1. Maintenance

Tenant shall at its own cost and expense, make all necessary repairs in and to the interior of the demised premises in a good and workmanlike manner. Tenant shall not permit the accumulation of garbage, rubbish or other waste in or around the demised premises, and shall provide its own trash removal in Landlord approved location or via compliance with City of

Portland regulations, cleaning and janitor service for the demised premises. Landlord may, but need not, perform any covenant to be performed by Tenant if Tenant fails or neglects to do so within a reasonable time after Landlord has given Tenant written notice specifying Tenant's default and stating the Landlord's intention of so doing, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall be treated as additional rent, immediately due and payable.

2. Condition of Interior

Tenant will keep the interior of said premises in a clean, neat, orderly, and attractive condition at all times. Tenant will not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the demised premises, without first obtaining Landlord's written consent.

3. Tenant is responsible for purchasing, installing and disposing of light bulbs in the premises.

4. Glass replacement

Tenant shall, at its own cost and expense, maintain and replace, as required, all interior glass, doors and windows and all portions thereof, in the demised premises if said maintenance and replacement is necessitated by the acts of Tenant, its agents, employees, contractors, customers or licensees. The exterior glass windows shall be maintained and repaired promptly by Landlord, unless such damage is caused by actions of Tenant, its agents, employees, contractors, customers or licensees.

5. Alterations by Tenant

Tenant shall not make any structural changes or alterations to the demised premises, including altering any partitions, without prior written consent by Landlord. Prior to any work or alterations by Tenant in the demised premises, Tenant shall submit to Landlord plans and specifications covering all work which Tenant proposes to perform in the demised premises. Such plans and specifications shall be prepared in such detail as Landlord may require and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications. Landlord agrees to act with reasonable promptness with respect to approval of such plans and specifications. Only upon approval of said plans and specifications by Landlord, shall Tenant make, at its own cost and expense, the approved alterations or changes to the demised premises in a good and workmanlike manner in compliance with all applicable requirements of law. Tenant agrees that it will in no way alter the aesthetic appearance and aesthetic consistency of the demised premises and the building of which the

demised premises are a part. Tenant agrees that it will comply with all relevant law or ordinances, including compliance with legal requirements regarding permits, plans, and fees, before making any such alterations.

6. Utility Charges

Tenant shall be responsible for the prompt payment of all utility charges for electricity and water to the demised premises and shall take steps to put such services in its name on or before the start date of this lease. Landlord shall be responsible for heat service and charges regarding the demised premises.

7. Snow Removal

Landlord shall be responsible for snow removal, shoveling, and plowing of the sidewalks, driveway, and parking area as required by the Portland Code of Ordinances.

8. Thermostat

Tenant shall maintain the thermostat for the premises at the temperature required by Landlord and in compliance with all state and federal laws and local ordinances.

9. Condition of Premises at Termination

At the expiration or earlier termination of this lease, Tenant will quit and surrender the premises in as good state and condition as they were when entered into, reasonable use and wear thereof, and alterations, additions, or changes permitted under this lease excepted. All alterations, additions, or improvements on or in the demised premises at the expiration or termination of this lease, except furniture installed at the expense of the Tenant, shall be and become a part of the demised premises and shall remain upon and be surrendered with the demised premises. However, if Landlord shall have notified Tenant to do so at least thirty (30) days prior to the expiration of this lease, Tenant shall replace and restore all alterations and remove said furniture at the time of surrendering possession of the demised premises. Should Tenant fail to remove them, then they shall be considered abandoned and become the property of the Landlord or Landlord may have them removed and disposed of at Tenant's sole cost and expense.

**ARTICLE SEVEN. INDEMNITY AND INSURANCE**

A. Indemnification and Liability Insurance

1. Except to the extent arising out of the negligence or willful misconduct of Landlord, Tenant shall, from and after the date on which Tenant shall take possession of the premises and throughout the term of this lease, indemnify and hold Landlord harmless from and against all liabilities and claims arising out of damage to any property or death or injury to any person occasioned by any act or neglect of Tenant, her agents or licensees. In addition to the

foregoing indemnity, Tenant shall maintain with respect to the premises, commercial general liability insurance having a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) for damage to any property or death or injury to one or more persons in a single accident or occurrence, under a policy insuring Landlord and Tenant against injury to persons or damage to property as herein provided, which policy shall be written on an occurrence basis. Tenant shall, upon request of Landlord, provide Landlord with a certificate of such insurance. If possible, such policy shall provide that the policy may not be cancelled without at least thirty (30) days' prior written notice to each assured.

2. Except to the extent arising out of the negligence or willful misconduct of Tenant, Landlord shall, from and after the date on which Tenant shall take possession of the premises and throughout the term of this lease, indemnify and hold Tenant harmless from and against all liabilities and claims arising out of the Landlord's possession, use or control of the land and building of which the premises are a part, and from and against all liabilities and claims arising out of damage to any property or death or injury to any person occasioned by any act or neglect of Landlord, its officers, directors, agents or licensees. In addition to the foregoing indemnity, Landlord shall maintain with respect to the land and building of which the premises are a part, commercial general liability insurance having a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) for damage to any property or death or injury to one or more persons in a single accident or occurrence, under a policy insuring Landlord and Tenant against injury to persons or damage to property as herein provided, which policy shall be written on an occurrence basis. Landlord shall, upon request of Tenant, provide Tenant with a certificate of such insurance. If possible, such policy shall provide that the policy may not be canceled without at least thirty (30) days' prior written notice to each assured.

B. Property Insurance

1. Landlord shall maintain fire and extend perils coverage insurance on the building, in an amount equal to the full insurable value thereof. All proceeds payable under the insurance policies carried by Landlord shall belong to Landlord.

2. Tenant at their expense, shall keep all of Tenant's personal property located on the premises insured against damage or loss in an amount at least equal to the full insurable value of Tenant's personal property. All proceeds payable under the insurance policies carried by Tenant shall belong to Tenant.

3. Each of Landlord and Tenant hereby releases the other and its agents from any and all liability or responsibility (to the other or anyone claiming through or under them by way

of subrogation or otherwise) for any loss or damage to property arising out of or incident to any peril required to be insured against in this lease, even if such fire or other casualty shall have been caused by the default or negligence of the other party, or anyone for whom such party may be responsible. Each party shall obtain waivers of any rights of subrogation from their respective insurance companies and shall have the insurance company include an endorsement acknowledging this waiver.

C. Evidence of Coverage

Tenant will furnish to Landlord, and Landlord will furnish to Tenant, within thirty (30) days after the commencement of the term of this Lease Agreement, copies of policies or certificates of insurance evidencing coverages required by this Lease Agreement. All policies that the parties are required to carry hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to the other party.

**ARTICLE EIGHT. DAMAGE TO PERSONAL PROPERTY**

All personal property, fixtures, goods, wares and business equipment in the demised premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of such personal property, fixtures, goods, wares or business equipment arising from any acts of negligence of any other persons, nor from the bursting, overflowing or leaking of the roof, or of water, sewer or steam pipes, or from heating or plumbing fixtures, or from any other cause whatsoever. Tenant shall insure against damage or loss to said property in accordance with the terms and provisions of Article VII(B) hereof.

**ARTICLE NINE. DAMAGE TO PREMISES**

Landlord will maintain fire and extended coverage insurance on 707 Congress Street, as set forth above in Article VII(B) hereof. If the demised premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause structural damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense undertake the foregoing damage repair obligation as to the portion of the premises rendered untenable and rent shall be abated proportionally as to the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense undertake the foregoing damage repair obligation and the minimum rent meanwhile shall be abated in whole; provided,

however, that there shall be no extension of the term of this Lease Agreement by reason of such abatement; and provided further, however, that if the demised premises shall be destroyed or damaged to the extent of fifty percent (50%) or more of their replacement value above foundation walls or rendered wholly untenable after the beginning of the last two (2) years of the term of this Lease Agreement, Landlord or Tenant may terminate this Lease Agreement by notice to 'the other party, said notice to be given within thirty (30) days of the event rendered the demised premises wholly untenable, provided that such termination shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant. Provided further, that the time required by Landlord to repair said damage shall be extended by such time as is reasonably required by Landlord to settle any insurance claim arising out of the damage to premises. Tenant shall be responsible for repairing fire damage to any alterations or installations made by Tenant, including but not limited to, furnishings, partitions, and equipment.

#### **ARTICLE TEN. CONDEMNATION**

In the event that any portion of the demised premises shall be taken or condemned for public use, the Landlord shall rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the minimum guaranteed rental provided for under the provisions of Article Two shall be reduced in the proportion which the actual area of the demised premises taken bears to the entire demised premises. However, in the event that twenty-five percent (25%) or more of the total floor area of the demised premises shall be taken, either Tenant or Landlord may cancel and terminate this Lease by serving upon the other party a written notice of its intention so to do within thirty (30) days after the condemnation judgment shall be entered in which event Landlord shall not be required to restore or rebuild the demised premises. It is agreed, however, that if more than twenty-five (25%) is taken and the lease is not cancelled or terminated by either party hereto, then the premises shall be restored as aforesaid. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the demised premises or of Tenant's leasehold interest therein.

#### **ARTICLE ELEVEN. LANDLORD'S INSPECTION RIGHTS**

Landlord shall have the right at all reasonable times, during the supervised business hours of Tenant, to enter upon the demised premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord maintains the thermostat control for the building in the demised premises. Tenant consents to Landlord using the demised premises for access for purposes of maintenance on the premises, and for the purpose of

performing maintenance on the thermostat with twenty-four hours of notice to Tenant. Twenty-four hour notice shall not apply if entry is required in an emergency or if entry is during Tenant's normal business hours and Tenant is present. Landlord shall have the further right during the normal business hours of Tenant during the last three (3) months of the lease term to bring prospective Tenants into the demised premises for the purpose of showing same.

**ARTICLE TWELVE. LANDLORD'S RIGHTS ON TENANT'S DEFAULT**

A. Tenant shall be in default of its obligations under this Lease in the event that Tenant shall have failed to pay an installment of rent or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of fifteen (15) days thereafter; or Tenant shall violate any other provisions of this lease which violation shall remain uncured for a period of thirty (30) days after Landlord, by written notice, has informed Tenant of such default; or Tenant or its Guarantor, if any, shall file in any court a petition in bankruptcy or insolvency or for reorganization within the provisions of the Bankruptcy Act without complying with requirements of the Bankruptcy Act for protection of the Landlord (or for reorganization or arrangement under any future Bankruptcy Act for the same or similar relief), or for the appointment of a receiver or trustee of all or a portion of the Tenant's property; or an involuntary petition for bankruptcy or receivership shall be filed against Tenant or its Guarantor, if any, without provisions for protection of the Landlord and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof; or Tenant or its Guarantor, if any, shall make an assignment for the benefit of creditors; or Tenant shall vacate or abandon the demised premises and leave same vacated or abandoned for a period of twenty (20) days, in which case Landlord may elect by written notice to Tenant to terminate Tenant's right to possession only, without terminating the lease, and Landlord may, at Landlord's option, enter into the demised premises and take and hold possession thereof, without terminating the lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay rent hereunder for the full stated term, subject to Landlord's reasonable duty to mitigate damages or other duties created by law. Upon and after entry into possession without termination of the lease, Landlord will utilize all good faith efforts to relet the premises or any part thereof, for the account of Tenant, to any person, firm or corporation, other as the Landlord, in Landlord's sole discretion, shall determine, and Landlord shall not be required to accept any Tenant offered by Tenant, or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, redecorate and remodel the premises to the extent deemed by Landlord necessary. If the consideration collected by Landlord upon such reletting for Tenant's account is not

sufficient to pay monthly the full amount of the minimum guaranteed rental reserved in this lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

B. In addition to the rights hereinbefore given to Landlord to terminate Tenant's right to possession only, Landlord shall also have the right to elect at any time after default, or at any time after Landlord has terminated Tenant's right to possession only, to cancel and terminate this Lease by serving written notice on Tenant of such election, and to pursue any remedy at law, or in equity that may be available to Landlord, including the right of distraint.

C. No waiver by Landlord of a breach of any covenant, agreement, obligation or condition of this lease shall be construed to be a waiver of any future breach of the same or other covenant, agreement, obligation or condition hereof. No receipt of money by Landlord from Tenant after notice of default, or after the termination of this lease, or after the commencement of any suit or after final judgment of possession of the premises, shall reinstate, continue or extend the term of this lease or affect any notice, demand or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

#### **ARTICLE THIRTEEN. ASSIGNMENT AND SUBLETTING**

Tenant shall not have the right to assign or transfer this lease unless upon reasonable written notice to and written permission by Landlord. Permission for such assignment or transfer will not be unreasonably withheld. Tenant shall have the right to sublet individual offices in the leased premises to other attorneys or Guardians *ad Litem* for professional purposes only, without prior approval of Landlord. Tenant shall have the right to sublet to individuals who are not attorneys or Guardians *ad Litem* for professional purposes only upon written notice to and permission by Landlord, such permission not to be unreasonably withheld. In the event of any sublet under this Article, Tenant shall remain liable to Landlord under all provisions of this lease unless specifically released in writing by Landlord.

#### **ARTICLE FOURTEEN. ATTORNEY'S FEES**

In the event it becomes necessary for Landlord to obtain the services of an attorney and take legal action against Tenant in connection with a breach of any covenant, agreement or condition herein set forth on the part of the Tenant, Tenant covenants and agrees that any court shall have the power, in addition to all other relief allowed by law, to require Tenant to pay reasonable attorney's fees plus Court fees, and any and all additional costs that may be incurred.

#### **ARTICLE FIFTEEN. HOLDING OVER**

In the event that Tenant shall hold over after the expiration of this lease, the tenancy



created by such holding over shall be a month to month one, but in all other respects shall be governed by the terms of this lease. Provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such hold-over.

#### **ARTICLE SIXTEEN. LANDLORD'S TITLE & COVENANT OF QUIET ENJOYMENT**

A. Landlord covenants that it has full right and power to execute and perform this lease, and that it will put Tenant into complete and exclusive possession of the demised premises. Landlord further covenants that Tenant, in paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this lease, and any extension or renewals hereof.

B. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of the demised premises. It is expressly understood and agreed that despite such assignment, Landlord shall remain liable for any breach of the covenant of quiet enjoyment occurring before Landlord shall have transferred ownership of the demised premises.

#### **ARTICLE SEVENTEEN. SUBORDINATION**

This lease shall be subordinate to the lien of any mortgage now or hereinafter placed upon the interest of Landlord (whether fee, leasehold, or other interest) in the demised premises. If the interest of Landlord in the demised premises shall be transferred to and owned by a mortgagee by reason of foreclosure, Tenant shall be bound to such mortgagee under the terms, covenants and conditions of this lease for the balance of the term then remaining, with the same force and effect as if such mortgagee were the Landlord under the lease, and Tenant does hereby attorn to any such mortgagee as its Landlord, said attornment to be effective and self operative without the execution of any further instruments on the part of the Tenant immediately upon such mortgagee succeeding to the interest of the Landlord in the demised premises. Tenant agrees that, if requested by the holder of any such mortgage, it will, without charge therefor, be a party to a subordination and attornment agreement as grantor or in any other requested capacity in order to confirm the provisions of this lease which will remain in full force and effect, including this Article Twenty, and Tenant further agrees that it will, upon the request of Landlord, without charge therefor, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination and attornment. Wherever the terms "mortgage" and "mortgagee" are used in this lease, they shall be deemed to mean and

include, respectively, (i) mortgages, deeds of trust, or other similar security instruments and modifications, consolidations, extensions, renewals, or replacements and substitutes thereof and all advances thereunder, and (ii) the secured party under such mortgage, deed of trust or security instrument and any purchaser at any public or private foreclosure sale, or anyone rightfully claiming by or through such mortgagee or such purchaser.

**ARTICLE EIGHTEEN. NOTICE**

All notices sent or required to be sent hereunder must be sent by registered or certified mail, postage prepaid, to the respective addresses hereinafter set forth.

TO LANDLORD AT:

Seven Oh Seven, LLC  
c/o DPC Property Management, Inc.  
P.O. Box 6829  
Scarborough, Maine 04070

TO TENANT AT:

West End Legal, LLC  
c/o Alice Neal or Zack Paakkonen  
P.O. Box 21  
Portland, ME 04112-0021

Such addresses may be changed from time to time by serving notice as above provided.

**ARTICLE NINETEEN. BROKERAGE**

Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises, and in the event of any brokerage claims against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim.

**ARTICLE TWENTY. ENTIRE AGREEMENT**

IT IS UNDERSTOOD AND AGREED, that this Lease Agreement and the exhibits, addendums and riders, attached hereto, contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, respectively, and no waiver or any breach of any condition or agreement contained herein shall

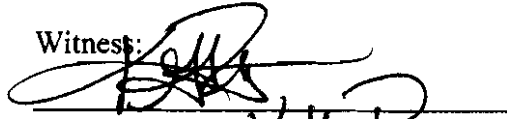
be construed to be a continuing waiver of that condition or agreement or of any subsequent breach thereof, of this agreement. Feminine, neuter and masculine pronouns, the plural and the singular words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange.

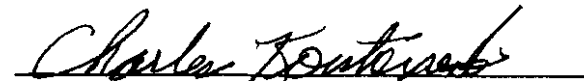
IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed and sealed, on this 16<sup>th</sup> day of July, 2010, the same as the day and date set forth above.

LANDLORD:

SEVEN OH SEVEN, LLC

Witness:

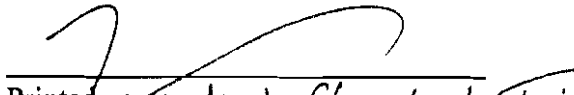
  
Printed Name: Kelly Ryan

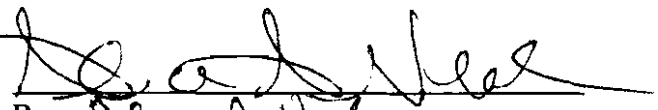
  
By: Charles Koutsivitis,  
President of DPC Property  
Management, Inc.  
Its Manager

TENANT:

WEST END LEGAL, LLC

Witness:

  
Printed name: Mark Chaimsky

  
By: Alice A. Neal  
Its Managing Member


#### GUARANTY


For value received, and in consideration for, and as an inducement to Landlord to enter into the foregoing lease with Tenant, Alice Neal, in her individual and personal capacity, and Zack Paakkonen, in his individual and personal capacity (hereinafter "Guarantors"), do hereby unconditionally, and jointly and severally, 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. Notwithstanding the foregoing, the maximum liability of the Guarantors shall be equal to the value of the Landlord's interest in the Premises. The validity of this guaranty and the obligations of the Guarantors 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 of the lease, whether or not Guarantors shall have received any notice of or consented to such renewal, modification or extension. The liability of Guarantors under this guaranty shall be primary, and in any right of action that shall accrue to Landlord under the lease, Landlord may proceed against Guarantors and Tenant, jointly or severally, and may proceed against Guarantors 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 Guarantors.

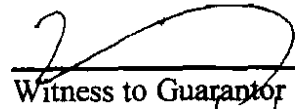
IN WITNESS WHEREOF, the Guarantors have executed this Guaranty this 16<sup>th</sup> day of July, 2010.

GUARANTORS:

  
\_\_\_\_\_  
Alice Neal

  
\_\_\_\_\_  
Zack Paakkonen

  
\_\_\_\_\_  
Witness to Guarantor  
Printed name: Mark Clinsky-Lustig

  
\_\_\_\_\_  
Witness to Guarantor  
Printed name: Mark Clinsky-Lustig

Jobsndar

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

*Services*

**CBL** 047 C029001  
**Land Use Type** FOUR FAMILY  
**Property Location** 707 CONGRESS ST  
**Owner Information** SEVEN OH SEVEN LLC  
 148 SUMMIT PARK AVE  
 PORTLAND ME 04103  
**Book and Page** 26894/288  
**Legal Description** 47-C-29  
 CONGRESS ST 707  
 DEERING LANE  
 3200 SF  
**Acres** 0.073

**Current Assessed Valuation:**

<b>TAX ACCT NO.</b>	7514	<b>OWNER OF RECORD AS OF APRIL 2010</b>
<b>LAND VALUE</b>	\$141,600.00	SEVEN OH SEVEN LLC
<b>BUILDING VALUE</b>	\$240,700.00	148 SUMMIT PARK AVE
<b>NET TAXABLE - REAL ESTATE</b>	\$382,300.00	PORTLAND ME 04103
<b>TAX AMOUNT</b>	\$6,850.82	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

**Building Information:**



Card 1 of 1  
**Year Built** 1884  
**Style/** OLD  
**Structure Type** STYLE  
**# Stories** 2  
**Bedrooms** 4  
**Full Baths** 4  
**Total Rooms** 13  
**Attic** FULL  
 FINSH  
**Basement** FULL  
**Square Feet** 3280

[View Sketch](#)   [View Map](#)   [View Picture](#)

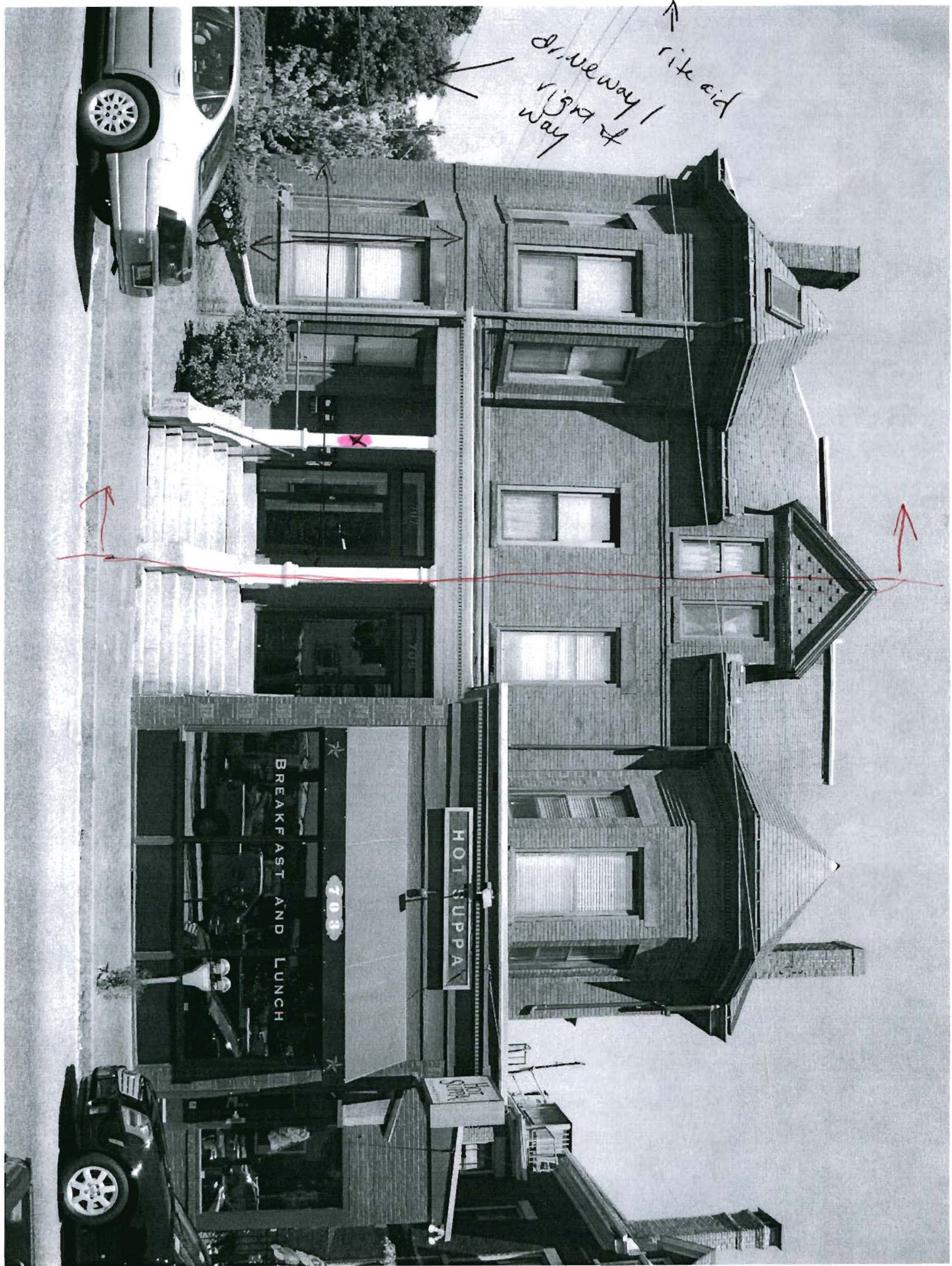


**Sales Information:**

Sale Date	Type	Price	Book / Page
5/15/2009	LAND + BUILDING	\$0.00	26894/288
11/28/2007	LAND + BUILDING	\$0.00	25645/27
11/28/2007	LAND + BUILDING	\$0.00	25654/200
10/1/1995	LAND + BUILDING	\$0.00	12182/217

**New Search!**

over →



rite aid →  
driveway / right way ←  
right way ←

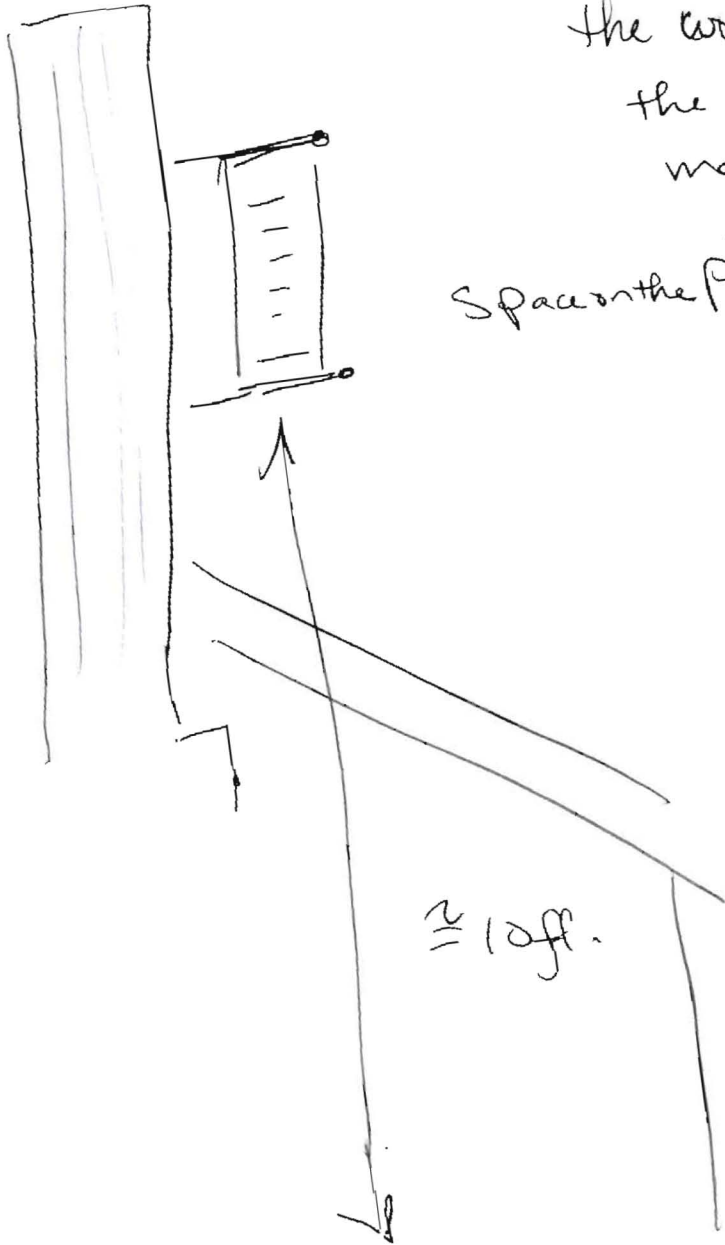
→ ←

It is anticipated that the sign will be hung on two posts from the wooden column (see below).

the sign placement is marked by the highlighted pink space on the photo with the "X" at the approximate spot of the sign.

the sign would be approximately 10 ft or so off of the ground level at its base, with about 16-20 ft set back from the street.

we are the first floor tenant.





## Signage/Awning Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

- Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way. *n/a*
- Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage. ←
- A sketch plan of lot indicating location of buildings, driveways and any abutting streets or rights of way, lengths of building frontages, street frontages and all existing setbacks. Please indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building façade dimensions for any signage attached to the building. ←
- A sketch or photo of any proposed sign(s) indicating content, dimensions, materials, source of illumination, construction method as well as specifics of installation/attachment. *10ft by 16-20ft*
- Certificate of flammability required for awning or canopy. *n/a*
- A UL# is required for lighted signs at the time of final inspection. *n/a*
- Pre-application questionnaire completed and attached.
- Photos of existing signage *n/a*
- Details for sign fastening, attachment or mounting in the ground.

**Permit fee for signage or awning-with-signage: \$30.00 plus \$2.00 per square foot of sign.**

**Permit fee for awning-without-signage is based on cost of work:  
\$30.00 for the first \$1,000.00, \$10.00 per additional \$1,000.00 of cost.**

**Base application fee for any Historic District signage is \$65.00.**





# Signage/Awning Permit Application

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

Location/Address of Construction: <u>707 Congress Street, First Floor, Portland, ME</u>		
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>047 C029001</u>	Owner: <u>Seven Oh Seven, LLC</u>	Telephone: <u>939-4109</u>
Lessee/Buyer's Name (If Applicable) <u>Wist End Legal, LLC</u>	Contractor name, address & telephone:	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ _____ Awning Fee= cost of work _____ Total Fee: \$ _____
Who should we contact when the permit is ready: <u>Alice Neal</u> or phone: <u>207.699.5553</u> <u>Zack Paakkonen</u> <u>23 x 1.5 = 34.5 sq ft</u>		
Tenant/allocated building space frontage (feet): Length: <u>23 ft</u> Height: <u>2 1/2 ft</u> Lot Frontage (feet) <u>230 ft</u> Single Tenant or Multi Tenant Lot <u>Multi Tenant</u>		
Current Specific use: <u>law firm</u> If vacant, what was prior use: <u>vacant, rental property, real estate agency, dentist</u> Proposed Use: <u>law firm</u>		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes ___ No <input checked="" type="checkbox"/> Dimensions proposed: _____ Height from grade: _____ Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No ___      Dimensions proposed: <u>2 feet height x 1.3 feet in width</u>		
Proposed awning? Yes ___ No <input checked="" type="checkbox"/> Is awning backlit? Yes ___ No ___ Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes ___ No ___ If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes ___ No <input checked="" type="checkbox"/> Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No ___      Dimensions: <u>unknown</u> Awning? Yes ___ No <input checked="" type="checkbox"/> Sq. ft. area of awning w/communication: _____		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		

207.011 + 21859.2

= 2.6 sq ft

**Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may 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 visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections 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 of applicant: <u>Alice Neal</u>	Date: <u>10/10/2010</u>
---	-------------------------

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

**RECEIVED**  
SEP 10 2010  
Dept. of Building Inspections  
City of Portland Maine