

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 100076

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that 180 PARK AVENUE LLC /Portland Community Health Center

has permission to Community Health Center - install a 30" x 30" Freestanding Sign

AT 180 PARK AVE City 048 A001001

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.

City of Portland

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 lathed or otherwise worked-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: 10-0076	Issue Date:	CBL: 048 A001001
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Location of Construction: 180 PARK AVE	Owner Name: 180 PARK AVENUE LLC	Owner Address: 2367 CONGRESS ST	Phone:
Business Name:	Contractor Name: Portland Community Health Center	Contractor Address: 180 Park Ave Portland	Phone 2074825004
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: R-6

Past Use: Community Health Center <i>Professional Medical Office - Interned</i>	Proposed Use: Community Health Center - install a 30" x 60" Freestanding Sign	Permit Fee: \$55.00	Cost of Work: \$55.00	CEO District: 2
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FIRE DEPT: Approved Denied
N/A

INSPECTION:
Use Group: *[scribble]* U Type: *[scribble]* *Sign*
IBC 2003

Signature: _____

Proposed Project Description:
Community Health Center - install a 30" x 60" Freestanding Sign

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Ldobson	Date Applied For: 01/27/2010	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p> <p align="center">PERMIT ISSUED</p> <p align="center">JAN 29 2010</p>	<p align="center">Special Zone or Reviews</p> <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"/> OK Date: 1/27/10 <i>APU</i>	<p align="center">Zoning Appeal</p> <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: _____	<p align="center">Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>APU</i> Date: _____
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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

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a “Stop Work Order” and “Stop Work Order Release” will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

PERMIT ISSUED

JAN 29

City of Portland

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-0076	Date Applied For: 01/27/2010	CBL: 048 A001001
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Location of Construction: 180 PARK AVE	Owner Name: 180 PARK AVENUE LLC	Owner Address: 2367 CONGRESS ST	Phone:
Business Name:	Contractor Name: Portland Community Health Center	Contractor Address: 180 Park Ave Portland	Phone (207) 482-5004
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Proposed Use: Community Health Center - install a 30" x 60" Freestanding Sign	Proposed Project Description: Community Health Center - install a 30" x 60" Freestanding Sign
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Dept: Zoning	Status: Approved	Reviewer: Ann Machado	Approval Date: 01/27/2010
Note: Since it is a community health center - considering it as institutinal use in residential zone - using Table 2.2 Ok to Issue: <input checked="" type="checkbox"/>			
Dept: Building	Status: Approved with Conditions	Reviewer: Tammy Munson	Approval Date: 01/29/2010
Note: Ok to Issue: <input checked="" type="checkbox"/>			
1) Signage Installation to comply with Chapters 31 & 32 of the IBC 2003 building code.			

PERMIT ISSUED

JAN 29 2010

City of Portland



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: 180 Park Avenue, Portland 04102		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 018 A001001	Owner: Melburn P & Jean K. Smith	Telephone:
Lessee/Buyer's Name (If Applicable) City of Portland (Portland Community Health Center)	Contractor name, address & telephone:	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.I.D. signage= Total Fee: \$ _____ Awning Fee= cost of work _____ Total Fee: \$ _____
Who should we contact when the permit is ready: Carol Schreck phone: 482-5004		
Tenant/allocated building space frontage (feet): Length: _____ Height: _____ Lot Frontage (feet) 340' Single Tenant or Multi Tenant Lot multitenant Park Ave		
Current Specific use: Intermed		
If vacant, what was prior use: _____ Proposed Use: Portland Community Health Center		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: 30" x 60" Height from grade: 3.5' Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions proposed: _____		
Proposed awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is awning backlit? Yes <input type="checkbox"/> No <input type="checkbox"/> Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions: sign itself 4' x 4.5' Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions: 6'0" x 5 1/2' Awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Sq. ft. area of awning w/communication: _____ sign 3.3' above ground (City of Portland Maine Building Inspections)		
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.		

RECEIVED
JAN 27 2010

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, 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: **Carol Schreck** Date: **1/27/10**

Institutional use in Residential zone

This is not a permit; you may not commence ANY work until the permit is issued.
Street frontage 72 ft (340' sign)
5' max - 12.5' proposed
height max 8' - 6' proposed
* must be min of 5' from sidewalk
- each use one sign per street frontage
OK - broader

Portland
Community
Health
Center



FASTSIGNS

413 Western Ave.
 So. Portland, ME 04106
 ph: (207) 773-5499
 fax: (207) 773-9802
 Email: 262@fastsigns.com

Estimate

262 - 12136

Estimate Date: 10/28/2009 1:09:10PM

Printed: 10/28/2009 1:43:34PM

Customer: Portland Community Health Center ph: (207) 874-8981
Contact: Carol Schreck Customer: 8785
Description: Post and Panel Sign for New Park Avenue Clinic
Sales Person: Bud Elliott
Clerk: Bud Elliott email: cls@portlandmaine.gov

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Luster	1	2	30 x 60	\$334.60	\$334.60
Description: 1/2" Luster Board Mounted w/ Post clips to 4" X 4" PT posts. Color: TBD on TBD						
2	INSTALL	1	1	0 x 0	\$228.75	\$228.75
Description: Installation. \$75.00 per hour/ per person with a \$100.00 minimum.						

Notes:

Line Item Total:	\$563.35
Tax Exempt Amt:	\$228.75
Subtotal:	\$563.35
Taxes:	\$16.73
Total:	\$580.08

Deposit Required: \$290.04

Bill To: Portland Community Health Center
 Carol Schreck
 103 India Street
 Portland, ME 04101

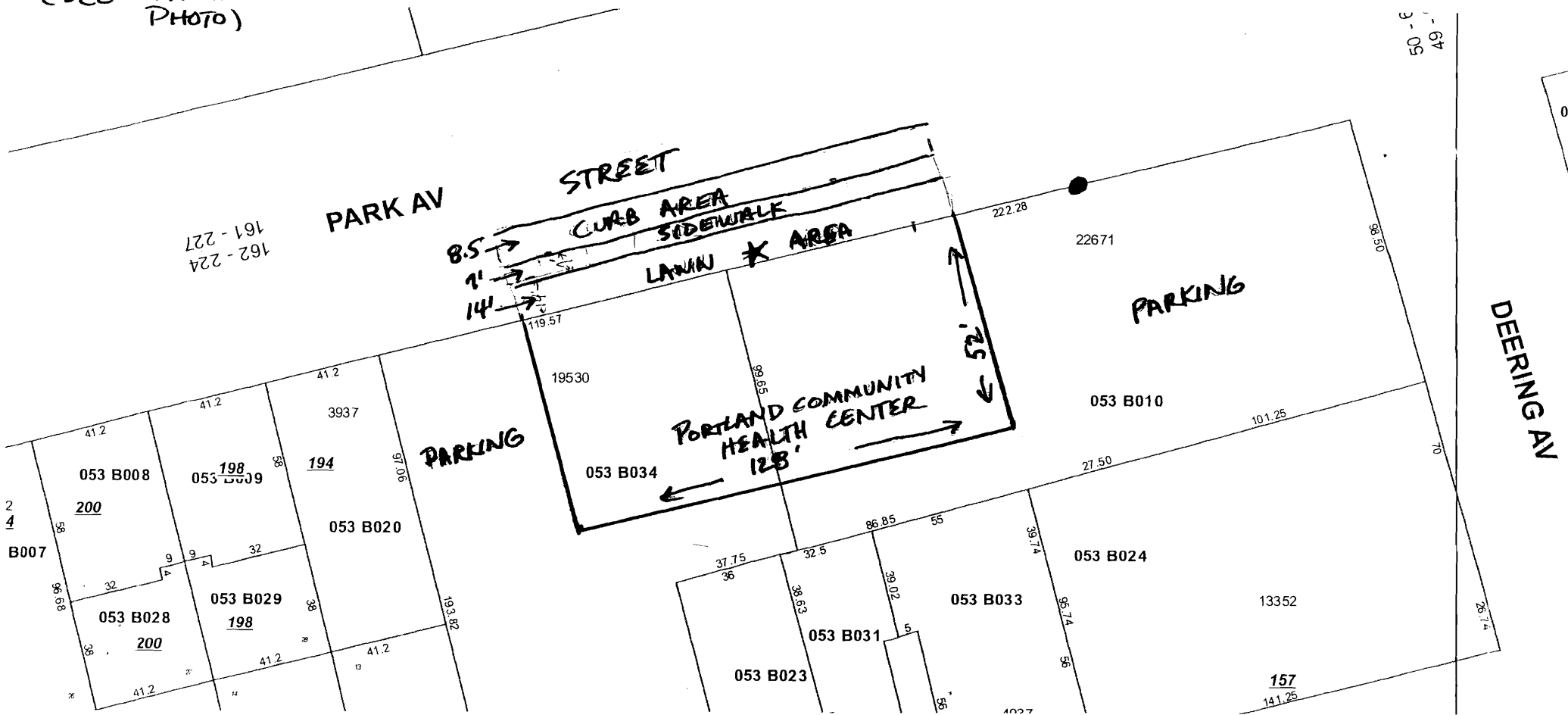
All payments due at our offices within 15 days of order completion date.

Received/Accepted By: / /

★ PROPOSED
SITE FOR
NEW SIGN

SIGNAGE APPLICATION
PORTLAND COMMUNITY HEALTH CENTER
180 PARK AVE.

- PRESENT SIGN
BY PARKING LOT
(SEE ATTACHED
PHOTO)



Carol Schreck - Signage

From: "Randolph F. Libby" <rllibby@marshall-libby.com>
To: "Carol Schreck" <CLS@portlandmaine.gov>
Date: 1/13/2010 2:55 PM
Subject: Signage

Hi Carol,

The condo association has approved the use of signs, as long as the city agrees that both condo units can have the same amount of space appropriated for signs. For instance, if your rental unit has 50 sq ft for signs, the other unit should also have 50 sq ft.

As manager of the property for Mel Smith, I have spoken with him and he approves the use of proper signage.

The chart, block, and lot numbers are 48-A-1-2

Let me know if you have other questions. Thanks!
Randy

Marshall & Libby, LLC

2367 Congress Street

Portland, ME 04102-1932

Phone: (207) 775-1111

Fax: (207) 774-3439

DISCLAIMER:

This communication, along with any documents, files or attachments, may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender, or the sender's employer.

LEASE BY AND BETWEEN

180 PARK AVENUE, LLC

AND CITY OF PORTLAND

RE: 180 PARK AVENUE

THIS LEASE, dated as of this 1st day of August, 2009, is by and between 180 Park Avenue, LLC, (the "Landlord"), and the City of Portland, Maine, a Maine municipal corporation with a principal office at 389 Congress Street, Portland, Maine (the "Tenant").

WHEREAS, Landlord owns certain real property and improvements located at 180 Park Avenue, Portland, Maine, consisting of the entire first floor condominium unit and the right to use related parking spaces; and

WHEREAS, Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord, the entire first floor condominium unit, including the use in common of all related parking, to use for medical and dental clinic space;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

W.I.T.N.E.S.S.E.T.H.

THAT Landlord does hereby lease, demise and let unto Tenant the premises described as the first floor condominium unit (the "Premises") in the building located at 180 Park Avenue (the "Building") subject to the conditions and covenants hereinafter provided. For the purposes of this Lease, said Premises shall be deemed to contain 8,532± square feet, along with the use in common with the second floor condominium of adjoining parking areas of approximately 34,100 ± square feet. The Property is described in Exhibit A, attached hereto and incorporated herein.

1. **Term.**

(a) *Initial term.* The Initial Term of this Lease shall be for a period starting on August 1, 2009, and ending on July 31, 2016. Should Tenant occupy the Premises for any partial month, Tenant shall pay to Landlord pro-rata rent for that month.

(b) *Renewal terms.* So long as Tenant is in compliance with all the material terms of this Lease, Tenant shall have the right but not the obligation to renew this Lease for two additional five (5) year terms. Prior to the first renewal term, Tenant shall provide Landlord with no less than six (6) months prior written

notice of its intent to renew. In the event Tenant does not provide such 6 months' notice, Landlord shall provide Tenant with written notice of its intent to re-let the Premises and shall give Tenant the right to provide notice of renewal within 10 business days of such notice. The same notice provision shall be used for the second renewal term, if applicable.

Unless otherwise mutually agreed, each renewal term shall be on all of the same terms and conditions provided herein, subject to an agreed upon adjustment in the rent for the first renewal term, not to exceed 5% of rent due the last year the Initial Term, to reflect market rents for similar space then in effect.

(c) *Holding over.* Any holding over by Tenant at the expiration of this Lease and any renewals thereof shall not constitute a renewal of the Lease, but at Landlord's election such holding over shall result in a tenancy at will from month to month on the terms herein.

(d) *Early termination.* Notwithstanding the foregoing, this Lease is made subject to the City of Portland's available budgetary appropriations. Anytime after the end of the second year of the lease on July 31, 2011, in the event that the amount of federal or other funds available is such that the City must terminate or substantially restrict the program to be operated at the Premises, evidenced by a certificate from the City Manager certifying that the City must terminate or substantially restrict the program due to lack of adequate funds, Tenant may terminate this Lease upon one-hundred eighty (180) days written notice to Landlord. At the end of such 180 day notice period, this Lease shall terminate with no further obligations of either party, except any liabilities that have theretofore accrued (including all rent during such 180 day period) and Tenant shall vacate and surrender the Premises in the condition required by this Lease. This provision shall not be construed to permit Tenant to cancel this Lease in order to lease similar premises from a third party.

2. Rent.

Annual Rent. During the first year of the Lease Term, Tenant shall pay to the Landlord as Rent hereunder, on a Modified Gross Basis, the annual sum of One Hundred Seventy Thousand and Six Hundred and Forty Dollars (\$170,640.00) payable in twelve (12) equal monthly payments of Fourteen Thousand Two Hundred Twenty Dollars (\$14,220) in advance on the first day of each month, and prorated for the fraction of any month. Effective August 1 of each year of this Lease after the first year, such rent shall be increased by Two Percent (2%). Said 2% increase shall apply to each year of any renewal term, after the first year of the First Renewal Term, which shall be adjusted for market rate as provided above.

3. Security Deposit.

The parties hereto acknowledge that Tenant deposited with Landlord at the time of the first rent payment of the Lease one month's rent (\$14,220.00) as a security deposit against any damages caused to the Premises by Tenant. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds, nor pay interest to Tenant. The security deposit shall be returned to Tenant at the expiration of the term of this Lease and upon Tenant's vacating of the premises provided the Premises are surrendered in good repair, ordinary wear and tear excepted, and provided Tenant has not otherwise been in default of the Lease. In the event the Premises are sold, the security deposit shall be transferred to the new owner.

4. Maintenance and Utilities

(a) *Building Operating Expenses.* The foregoing annual rent shall be on a modified Gross Basis and it includes Tenant's pro-rata share of all of the first lease year's operating expenses for the property, including real estate taxes, condominium association fees, Building management, Building insurance (not including insurance on Tenant's contents), Building trash removal (except as provided in Section 8a), water and sewer, parking lot maintenance, including without limitation snow removal, grounds maintenance, including without limitation snow removal and cutting of vegetation, common area lighting and common area cleaning, and Premises electrical and HVAC expenses ("Operating Expenses").

(b) *Annual Pro Rata Increases.* Effective January 1, 2011, and annually thereafter, Tenant agrees to pay its pro-rata share of the prior calendar year's increase in the Operating Expenses over calendar year 2009 (the "Base Year") costs, subject to a Two Percent (2%) cap on its share of the increase. The Base Year Operating Expenses shall be adjusted as follows: The Premises electrical and HVAC expenses from August 2009 through August 2010 shall be used as the Base Year 2009 electrical and HVAC Operating Expenses for the Premises for purpose of calculating the total Base Year 2009 Operating Expenses.

(c) *Documentation.* Landlord shall provide Tenant with a written detailed breakdown of the Operating Expenses documenting the Base Year 2009 Operating Costs, and Tenant's pro-rata share thereof, by September 30, 2010. Landlord shall provide such documentation of any increase over the Base Year 2009 January 15 of each following year of the Lease, and payment of such pro rata share of the increase shall be due with the February 1 rent payment, retroactive to January 1 of that year. Landlord agrees to provide City with copies of, or access to, such backup documents supporting such breakdown as the City may reasonably request.

5. Use of Premises.

Tenant shall have the right to use the Premises for medical, dental, professional laboratory and office space uses related to conducting a health care clinic serving low income and underserved populations. Tenant acknowledges that no other trade or occupation shall be conducted in the Premises without Landlord's prior written consent or use made thereof that would be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in the municipality in which the Premises are situated or to the condominium documents.

6. Leasehold Improvements.

(a) *As is.* Except as provided in paragraph (c) below for Landlord exterior renovations, Tenant acknowledges that the Premises are being delivered "as is".

(b) *Tenant Renovations.* Tenant shall have the right from time to time to install fixtures and equipment needed for purposes of its operation of a public health clinic, including but not limited to medical equipment, fixtures, including but not limited to plumbing and sinks, and office equipment. Tenant shall provide Landlord with prior written notice of any proposed structural modifications of the interior of the Premises, which modifications shall be subject to the reasonable approval of Landlord. All improvements shall be done in a good, workmanlike manner and in compliance with applicable law and regulations. At the expiration or termination of this Lease, the Leasehold Improvements and fixtures attached to the Premises shall become the property of Landlord; *except* all medical durables, which shall mean all goods, supplies, and equipment of a medical nature, including those attached to the Premises, and furnishings shall remain the property of Tenant. Tenant shall have the right to remove any such attached durables and furnishings, subject to Tenant's obligation to repair any damage to the Premises as a result of such removal.

(c) *Landlord Improvements.* The Landlord, through the condominium association, shall perform over \$200,000 in exterior repairs and improvements, including parking lot, walkways, roof and landscaping improvements. Said improvements shall be undertaken within 10 days of execution of this Lease, and Landlord shall proceed diligently with such improvements to completion within sixty (60) days of commencement.

7. Obligations of Landlord.

The Landlord shall provide at Landlord or condominium associates expense as applicable, subject to the terms of Section 4 above, the following:

- a. Payment of all Operating Expenses on a timely basis to ensure continued heat and air conditioning to maintain the Premises at comfortable temperatures, hot water, electricity, water, sewer and all other utilities, and payments of all fees, taxes and costs included in the Operating Expenses.

Tenant shall have the right to use the Premises for the provision of health care services at any time including evenings, weekends and holidays;

- b. Maintenance and repair of the roof, exterior walls and structure of the building in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted;
- c. Maintenance of the Building common areas and the exterior Building grounds, all walkways and parking areas available for use by Tenant, its employees and invitees, including snow and ice removal from the entrance drive, walkways, sidewalks and parking areas of the Building;
- d. Maintain in full force and effect a policy of comprehensive general liability insurance covering the Building and its exterior of which the Premises are a part, including the common areas, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit, and adequate fire and extended coverage insurance. Such insurance shall be carried through responsible companies qualified to do business in the State of Maine. Landlord agrees to provide Tenant with a Certificate of Insurance evidencing such coverage upon request, which shall require no less than 30 days notice to Tenant prior to cancellation thereof.

8. Obligations of Tenant.

The Tenant, at the Tenant's expense, shall:

- a. Properly bag and remove all trash and garbage from the Premises, including all bio-medical waste. Tenant shall be responsible for proper storage, handling use and disposal of all medical and/or hazardous waste from the Premises;
- b. Provide and be responsible for all cleaning and janitorial services for the Premises, and security services to the extent Tenant deems such services to be necessary;
- c. Pay all expenses relating to its use of telephone and computer services;
- d. Maintain in full force and effect a policy of comprehensive general liability insurance, or self-insurance, covering the Premises in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit, and such fire and extended coverage or business interruption insurance for its own property or benefit as it may deem to be appropriate. Tenant agrees to provide Landlord with a Certificate of Insurance evidencing such coverage upon request, which shall require no less than 30 days notice to Landlord prior to cancellation thereof. The Tenant shall

have the right to satisfy the foregoing insurance requirements by insuring or self insuring up to and within the limits and immunities of the Maine Tort Claims Act, 14 MRSA Sec. 8101 et. seq.; and

- e. Permit Landlord or its agents entrance to the Premises to inspect the same and show the same to prospective purchasers and mortgagees and (during the last six months of the term) prospective tenants, upon reasonable notice and during reasonable hours, and to make such repairs as may be necessary for the safety, comfort and preservation of the Building; such repairs to be performed during hours of minimum use of the Premises by Tenant to the extent reasonably feasible, except in the case of any emergency.
- f. Maintain and repair the Premises in the condition they are at the date of this lease, and any improvements that may be put in during the term (other than as set forth in Section 7b), reasonable wear and tear, damage by fire and other casualty only excepted.

9. Assignment/Subletting.

Tenant shall not sublease, transfer, mortgage or assign this Agreement or the rights granted hereunder at any time during the Term of this Agreement without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. No such assignment or subletting shall relieve Tenant of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefor in the same manner as Tenant. Notwithstanding the foregoing, Landlord agrees that this Lease may be sublet or assigned, upon Thirty (30) days prior written notice to Landlord, to the Portland Community Health Center, a Maine private nonprofit corporation under established to direct the federally qualified health clinic at 180 Park Avenue.

10. Casualty Damage.

(a) If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition by Landlord for use. Provided, however, in the event that restoration is not reasonably possible within one hundred and twenty (120) days after the occurrence of such damage or destruction as certified by Landlord's architect or engineer, then either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such

damage or destruction and any unearned rent shall be returned to Tenant, and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

(b) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby releases the other and its officers, directors, shareholders, agents and employees 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 the releasor's property caused by fire or other peril of the type generally covered by extended coverage endorsements, whether or not the releasor actually carries such insurance coverage and even if such fire or other peril shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

(c) It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Landlord elects to purchase with respect to the Building and the Premises shall be for the sole benefit of the purchaser of such insurance and that such insurance shall not cover any of Tenant's personal property, trade fixtures, leasehold improvement and other appurtenances located in the Premises and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same. Notwithstanding anything contained in this Lease to the contrary, Tenant does hereby expressly release Landlord of and from any and all claims for damages or loss to any such items regardless of the cause thereof, including without limitation, damage or loss due to Landlord's negligence and damage or loss due to theft, water, fire explosion, sewer back up or any other hazard regardless of the cause thereof. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be liable for any damage or loss resulting from business interruption at the Building and the Premises arising out of or incident to the occurrence of any of the perils which can be covered by a business interruption policy, even if caused by the negligence of Landlord or its agents, and Tenant does hereby expressly release Landlord of an from any and all liability for such damages or losses.

11. Return of Premises; Trade Fixtures.

Tenant at the termination or expiration of the Lease term shall peaceably yield up to Landlord the Premises in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties excepted. Tenant shall have the right to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant.

12. Signage.

Tenant, at its expense, shall have the right, but not the obligation, to erect a sign on the Building as well as a sign at the parking lot entrance. Final design of exterior signs shall be subject to Landlord's written approval, which approval shall not be unreasonably delayed or withheld, and shall be in accordance with all local and state governmental codes and all provisions of the condominium documents.

13. Mutual Indemnity.

(a) Landlord, its successors and assigns, agrees to indemnify and hold harmless Tenant, its successors and assigns, from any claim, costs, liability and expense (including reasonable attorneys' fees) arising from personal injury or property damage to the extent attributable to any negligent acts or omissions or willful misconduct of the agents, servants, employees or invitees of Landlord.

(b) Tenant, its successors and assigns, agrees to indemnify and hold harmless Landlord, its successors and assigns, from any claim, costs, liability and expense (including reasonable attorneys' fees) arising from personal injury or property damage to the extent attributable to any negligent acts or omissions or willful misconduct of the agents, servants, employees or invitees of Tenant.

(c) Notwithstanding the foregoing, the obligation of indemnification in paragraphs (a) and (b) above by Landlord to the City and by City to the Landlord are subject to, and limited by, the limitation of liability, defenses and immunities available to the City under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) (as it may be amended from time to time) or under any other applicable law. Each party shall give the other party prompt notice of any matter as to which the notifying party seeks indemnity hereunder, and shall not settle any such matter without the other party's consent.

14. Covenants of Landlord.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Lease so long as Tenant is not in default hereunder, and that the Lease is signed by a duly authorized individual or individuals.

15. Default.

A party shall be determined to be in default hereunder if it shall fail to perform any obligations stated herein within fifteen (15) days after receipt of written notice of such failure from the other party or, if the default is of such nature that it cannot be cured within such period, if it shall fail to commence to cure the default within such 15 day period and diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, the other party shall have the right, as its option, and in addition to any other remedies, to terminate this

Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of Article 11 hereof. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement.

16. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Landlord:

180 Park Avenue, LLC
Melburn and Jean Smith, Members
Randolph Libby, Manager
Marshall & Libby, LLC
2367 Congress Street
Portland, ME 04102

To Tenant:

Joseph E. Gray
City Manager
389 Congress Street
Portland, Maine 04101
cc: Dir. of Health and
Human Services
(same address)

17. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

18. Successors Bound.

The terms, covenants and agreements herein contained shall be for the benefit of and be obligatory upon the heirs, successors and assigns of the respective parties hereto.

19. Compliance with Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Maine. Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements, and with the provisions of the condominium documents now or hereafter affecting the Premises.

20. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

21. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

22. Brokers

Landlord shall be solely responsible for payment of all brokers' fees incurred in connection with this Lease.

23. Approvals

It is Tenant's responsibility to identify and obtain all necessary local, state and federal approvals and execution of this Lease is conditional upon receipt of such approvals.

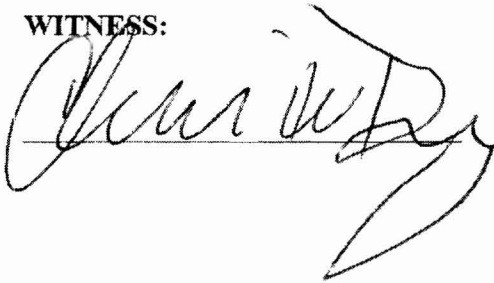
24. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

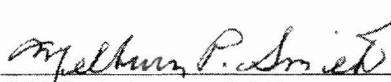
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

Signatures follow

WITNESS:

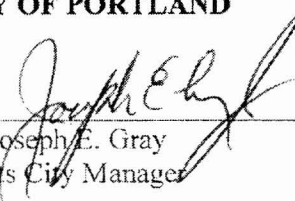


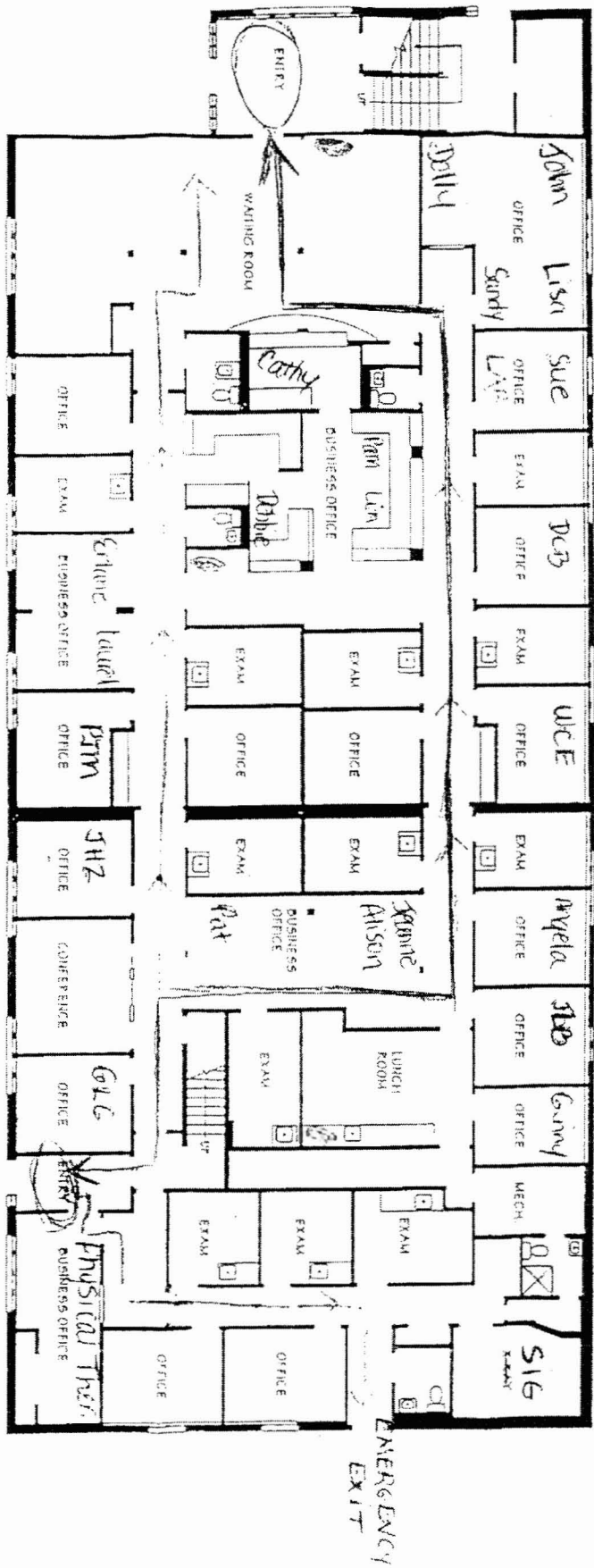
LANDLORD

By: 
180 Park Avenue, LLC
Melburn P. Smith, Member

CITY OF PORTLAND



By: 
Joseph E. Gray
Its City Manager



180 PARK AVENUE, PORTLAND, MAINE

1/16" = 1'-0"