



Permitting and Inspections Department
Approved with Conditions

07/30/2018 July 15, 2018

Dear Michael A. Russell and City of Portland Permitting & Inspections Team,

Please find attached our application for our new sign at Love Lab Studio, a children's art studio located at 26A Brackett Street in Portland.

We are replacing the existing sign from previous business with our new sign in the exact location.

We are working with Better Letter Signage to create and paint our sign, and they are painting it on MDO (marine grade medium density overlay) plywood, and painting with one shot oil enamel.

We are using a metal (steel) hanging bracket to attach and hang it ordered from sign company, painted with durable powder coated finish, with 2 eyehooks for attaching. Contractor Brian Davis will be doing the hanging for us with Better Letter Signage supervising the attachment to the bracket.

Please find requested documents, and please let us know if you need any further details.

Thanks,

Christina Bechstein

Christina
Love Lab Studio
207-332-5790



Portland, Maine



Yes. Life's good here.

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Permitting and Inspections Department
Michael A. Russell, MS, Director

Signage /Awning Permit Application

Building Information:

Exterior Length of façade of tenant space (ft): 25 Height of exterior façade (ft): 20
 Lot frontage on street (ft): 50 This is a (select one): Single Tenant Lot Multi-Tenant Lot
 If multi-tenant, this is a (select one): Ground floor unit Upper story unit
 Current specific use: _____ If vacant, prior use: candy retail shop
 Proposed use: childrens art studio

Information on EXISTING signs that will remain:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>* no sign</u>					

Information on PROPOSED signs:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N - if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
<u>attached building sign</u>			<u>2' x 2'</u> <u>mdo plywood</u>	<u>13' - 15'</u>	

I hereby certify the following:

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- 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: Christi Booth Date: 7.15.18

This is a legal document and your electronic signature is considered a legal signature per Maine state law.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Lewiston 150 Mill Street, Suite 4 Lewiston ME 04240		 Permitting and Inspections Department Approved with Conditions 07/30/2018	CONTACT NAME: Laurie Labbe PHONE (A/C, No, Ext): (207) 783-2211 FAX (A/C, No): (207) 783-3852 E-MAIL ADDRESS: llabbe@crossagency.com														
INSURED Christina Bechstein PO Box 123 Portland ME 04112			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Ohio Security Ins Co	24082	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER: CL1841345985** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		B3558728570	4/9/2018	4/9/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ ERPL \$ 50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is additionally insured where required by written contract or agreement with respect to general liability only for work performed by the named insured for the certificate holder.

CERTIFICATE HOLDER City of Portland 389 Congress St. Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laurie Labbe/LL6 <i>Laurie Labbe</i>

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LEASE

THIS LEASE, made this 1st day of APRIL, 2018, by and between 26 BRACKETT STREET, LLC, a Maine limited liability company, 26B Brackett Street, Portland, Maine 04102 (hereinafter referred to as "Landlord") and CHRISTINA BECHSTEIN, of _____ [ADDRESS] (collectively hereinafter referred to as "Tenant").

WITNESSETH AS FOLLOWS

1. **PREMISES LEASED:** Landlord does hereby lease, demise and let unto Tenant certain premises being approximately 1200 square feet of the first floor of the premises situated at 26A BRACKETT STREET, Portland, Maine (the "Leased Premises").
2. **TERM OF LEASE:** The term of this Lease shall be for a period of THREE (3) YEARS, commencing on APRIL 1, 2018. If Tenant has timely paid all rent and deposit monies on their respective due dates during the term, Tenant shall be entitled to one two (2) year renewal at one hundred six per cent (106%) of the prior year's rent for the first year of the extension, adjusted two per cent (2%) for the second year of the extension. Tenant must give Landlord notice of intent to exercise such renewal on or before January 15, 2018. ~~Failure to give timely notice will result in loss of renewal right.~~
3. **RENT:** Tenant covenants and agrees to pay as rent during the term the sum of \$1950 per month, commencing on APRIL 1, 2018, adjusted annually by two percent after 12 months, three percent after 24 months, and thereafter as stated in paragraph 2. Tenant's first month's rent shall be accepted as payment in full for the period of April 1, 2018-7/1/2018 unless Tenant receives required permits before 6/1/2018. For every day prior to 6/1/2018 that such permit is effective, Tenant shall pay \$65/day due on 6/1/2018. Tenant agrees to use best efforts to secure such permits as quickly as possible. For avoidance of doubt, Tenant shall assume and pay for all utilities as of 4/1/2018 and shall not be entitled to any further rent credit.
4. **SECURITY DEPOSIT:** Landlord acknowledges receipt of the FIRST month's rent and a security deposit in the amount of \$3900. At the expiration of the term, the deposit will be returned to Tenant, provided the premises are in the condition described in paragraph 8 hereof and Tenant is not otherwise in default hereof.
5. **CONDITION OF PREMISES:** Tenant takes the premises, as is, where is, and shall be responsible for any repairs or renovations needed to use said premises, however, no such repairs or renovations shall be undertaken without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the unilateral right to select or approve any contractors Tenant desires to use. As a condition of Tenant's tenancy, Tenant commits to and Landlord has agreed to permit Tenant to perform the repairs on EXHIBIT A, provided all such repairs are performed by licensed and insured contractors in a professional manner between the hours of 8am and 6pm and in a manner that will not damage the value or appearance of the premises.
6. **DEFAULT:**
 - a. **Tenant Default.** If Tenant shall default in the performance of any of her obligations hereunder and such default shall continue for 7 days after written notice thereof in the case of a monetary default or 7 days after written notice thereof in the case of a non-monetary default, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's Leasehold interest hereunder shall be taken on execution, then, in any of such cases, Landlord may lawfully, after 7 days and at any time thereafter, and without further notice or demand,



and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the address for notice hereunder, and upon such entry or mailing this lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Tenant and is not dismissed within sixty (60) days thereafter, then, in either of such cases, this lease shall automatically terminate without the necessity of any action on the part of Landlord. Tenant covenants and agrees that, in case of and notwithstanding any termination such as may be contemplated in this Lease, upon receipt of written demand from Landlord, at the option of Landlord, Tenant shall either (1) pay during the remainder of what would have been the then current term of the Lease, to the Landlord, on the last day of each calendar month, the difference, if any, between the rental which would have been due for such month had there been no such termination and the amount being received by Landlord as rent from occupants of the Leased Premises, if any or (2) be liable for and pay to landlord the entire unpaid rental and all other balances due under this Lease for the remainder of the then current term. In addition, Tenant agrees to pay to landlord as damages for any default, termination or breach, all costs, including reasonable attorney's fees, incurred by Landlord in connection with any default, termination, breach, eviction, forcible entry and detainer, collection or other enforcement of Landlord's rights hereunder, all costs of re-letting the Leased Premises, including, but not limited to, brokerage fees, advertising and marketing costs and costs or re-fitting the Leased premises to suit the new Tenant; however Landlord agrees to use its best efforts to mitigate said damages.

b. **Landlord Default.** In the event of any default by Landlord hereunder, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure such default or to commence to cure such default if any such default cannot be reasonably cured within such 30-day period, in which event Landlord shall prosecute such cure with diligence to a conclusion. Unless and until Landlord fails to so cure or proceed with diligence to cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof.

7. MAINTENANCE:

a. Tenant shall keep the Leased Premises (including the mechanical equipment located within and servicing same) clean and free from dirt, and shall make all necessary interior repairs and replacements, including plumbing, electrical, HVAC, if any, and including all doors and windows and exterior stairs and shall keep and maintain every portion of the Leased Premises in the same good order and repair as at the commencement of the term hereof, (reasonable wear and tear, damage by fire or other such casualty excepted), subject to Landlord's consent, as set forth in Section 5 hereof.

b. Landlord shall only be responsible for all external (except windows, doors, and front steps) and structural building maintenance and repairs and replacements to the Leased Premises, including the roof, structure, mechanical systems, exterior walls and foundations. Notwithstanding the foregoing, Landlord agrees to reglaze and paint the exterior of the storefront windows.

c. Tenant shall only use single-ply toilet paper and will not allow any persons using the bathroom to flush anything but single-ply toilet paper.



Landlord as an additional insured. A certificate of insurance shall name Tenant and Landlord as their interest may appear and must be provided before Tenant may take possession of premises.

b. Tenant will be entirely responsible for any and all additional insurance costs for protection of its personal property and such insurance as may be required due to the business operation of Tenant.

14. **DAMAGE:** In case the building upon said premises, or any part thereof, during said term, be so destroyed or damaged by fire or other unavoidable casualties, as to be unfit for occupation or use, then Tenant's sole and exclusive remedy shall be that the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by said Landlord; or these presents shall, at the election of the Landlord, its successors or assigns, upon written notice thereof to be given within thirty (30) days after such destruction, thereby be terminated and ended. Tenant shall have the right to cancel this lease if premises are not substantially repaired within ninety (90) days. Landlord shall not be liable for lost profits or damage to Tenant's property.

15. **HAZARDOUS MATERIALS:** Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the Hazardous Materials) which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises it will (a) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (b) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (c) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by federal, state or local law; (d) that at no time shall Tenant operate the Leased Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of Hazardous Waste; (e) that to the extent any Hazardous Materials may be temporarily stored at the Premises, they will be stored in secure containers in compliance with all applicable laws; (f) that Tenant will at all reasonable times permit Landlord or its agents or employees to enter the Leased premises to inspect the same for compliance with the terms of this Paragraph and will further provide upon five (5) days notice from landlord copies of all manifests and other records which Tenant may be obligated to obtain and keep in accordance with the terms of this Paragraph; and (g) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials from the Leased Premises and comply with applicable Maine and federal law as the same may be amended from time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11, as amended or replaced from time to time, relating to 'Closure.' Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Paragraph.

16. **USE:** Tenant shall use the premises only as an art studio, gallery, and education space. Public hours shall be no earlier or later than 8:30am - 4pm, Monday - Friday, 10am - 1pm on Saturday and Sunday, with an extension to 3pm on Saturday and Sunday for certain seasonal workshops, not to exceed 10 per calendar year (20 total weekend days). Tenant has the right to be on the premise without restriction of time of day though it is agreed that use of the premises outside of the public



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*or another single evening to be
communicated by Tenant to Landlord.
Jull July*

hours shall only be in a manner that doesn't make any noise or disturbance to other residents. Notwithstanding the foregoing, Tenant may conduct public gatherings until 9pm on First Fridays and quiet adult workshops until 8pm Thursday evenings. Occupancy shall be limited to 12 children or fewer except during First Fridays. Landlord must approve any other public hours, such approval not to be unreasonably withheld.

Tenant understands that residents live above the Premises and agrees to use the Premises only in a manner that does not create excessive noise or disturbance to be determined in Landlord's sole and exclusive discretion. No smoking is permitted in the building. Tenant shall not permit its employees or customers to smoke on the sidewalks adjacent to the building. Tenant shall not use any space heaters without prior written consent of landlord.

17. **USES PROHIBITED:** Tenant shall be solely and exclusively responsible to comply with all municipal zoning requirements and obtain all necessary permits or approvals for its proposed use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

18. **DAMAGE TO PERSONAL PROPERTY OF TENANT:** Landlord shall in no way be responsible for any damage or injury to Tenant's personal property or fixtures from any cause whatsoever unless caused by Landlord's intentional acts or negligence subject to the provisions of paragraph 20 hereof; and, Tenant, in executing this Lease, understands that said personal property is placed in or upon the Leased Premises entirely at Tenant's own risk.

19. **SIGNAGE:** Signage shall be Tenant's sole expense and responsibility, subject to approval prior to installation by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. All signage shall be subject to the City of Portland's Zoning and Sign Ordinances.

20. **WAIVER OF SUBROGATION:** Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance in connection with property on or activities conducted on the leased Premises, regardless of the cause of the damage or loss. It is understood and agreed, however, that any such release, discharge or waiver by either party is contingent upon the other party's having continuously maintained all insurance protection and coverage as contemplated by this Lease and that, if any such insurance required to be provided or carried by such other party shall become void, shall lapse or shall otherwise not be in effect, any release, discharge or waiver by such party is, as of that moment, automatically withdrawn and of no effect.

21. **CONDEMNATION:** If the Leased Premises, or so much thereof as shall impair substantially Tenant's business or reasonable access thereto, is taken by eminent domain, this lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant, except for reasonable moving expenses. Should partial taking occur, which does not substantially impair Tenant's business, the rent will be fairly abated and the Lease shall continue.

22. **ADDITIONAL RIGHTS:** In the event it shall become necessary for either party to bring suit in order to enforce any provision of this Lease, the prevailing party shall be entitled to collect



reasonable attorneys fees from the other party in connection with the aforesaid enforcement proceedings.

23. **LIENS:** Tenant shall not do or suffer anything to be done whereby the land and building of which the demised Premises are a part may be encumbered by any mechanic's lien and shall, whenever and as often as any mechanic's lien is filed against the said land and building purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten days after the date of filing. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the land and building of which the Premises herein demised are a part.

24. **NUISANCE AND RELATED USES:** Tenant covenants at all times during the lease term not to injure, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor burn any trash or refuse within the Leased Premises; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance; nor use any advertising medium that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Leased Premises; nor conduct any auction, auction sale, fire sale, going out of business sale, bankruptcy sale or similar activity, nor do any act tending unnecessarily to injure the reputation of the Leased Premises. Tenant understands that there are residences above and shall at all times maintain a noise level that does not disturb tenants of said residences. If, in Landlord's sole and exclusive discretion, Tenant creates a noise nuisance that is not corrected within three (3) days, Tenant shall be in immediate default. Landlord agrees to notify all new tenants in the residence directly above the premises, prior to such new tenants signing a lease, that there may be up to 12 children downstairs during the hours specified in Paragraph 16.

25. **LATE PAYMENT OF RENT:** Rent more than three (3) days overdue in any month shall carry a late payment obligation equal to 10% of one month's rent. If more than thirty (30) days overdue, in addition to the late payment penalties, all overdue rent shall carry interest at 6% above the Boston Prime Rate. Exercise of rights hereunder by Landlord does not waive any other Lease rights.

26. **QUIET ENJOYMENT:** Landlord covenants that if and so long as Tenant is not in default and performs the obligations herein, Tenant shall peaceably and quietly have, hold and enjoy the leased Premises and the appurtenances for the term herein mentioned, subject only to the provisions of this Lease.

27. **RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with such reasonable rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

28. **HOLDING OVER:** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of \$2800 per month, adjusted 3% per annum, pursuant to this Lease (or such other amount as such written consent may specify), plus all other charges, including Adjustments, payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall, at the option of Landlord, be deemed to be a tenancy from month to month at a rental in the amount of twice the



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last month's rent pursuant to this Lease, plus all other charges, including Adjustments, payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

29. **ENTRY BY LANDLORD:** Tenant shall not change locks or access without Landlord's prior written approval and shall provide two copies of any keys prior to installation of any new locks. Violation of this clause shall result in a \$250 locksmith fee. Upon twenty-four (24) hours' notice to Tenant, Landlord shall have the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby. Landlord shall have the right to enter the Premises without notice if Landlord reasonably believes there to be an emergency.

30. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding on the respective heirs, successors and assigns of Landlord and Tenant, and shall be constructed according to Maine Law.

31. **NOTICES:** All notices shall be in writing and shall be deemed duly served if mailed by registered mail or delivered by hand to the addresses first set forth above or such other address as the parties may designate:

If to Landlord:

26 Brackett Street, LLC
c/o Ashley Salisbury
26B Brackett Street
Portland, Maine 04102

If to Tenant:

Christina Bechstein
[ADDRESS]

32. **GENERAL PROVISIONS:**

(i) Exhibits. Exhibits, if any, affixed to this Lease are a part hereof.

(ii) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(iv) Time. Time is of the essence of this Lease and of each and all of its provisions in which performance is a factor.



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(v) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or the respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(vi) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(vii) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(viii) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(ix) Choice of Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine.

(x) Sales of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or a subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchase, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xi) Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof, provided such bank enters into an agreement with Tenant not to disturb Tenant's possession if Tenant is not in default.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

(xii) Estoppel Certificates. Tenant agrees, upon at least ten (10) days prior written request by Landlord from time to time, to execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the modifications), the date to which rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord

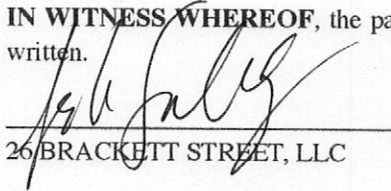


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is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser or mortgagee of Landlord's interest in the Premises.

(xiii) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease the day and year first above written.

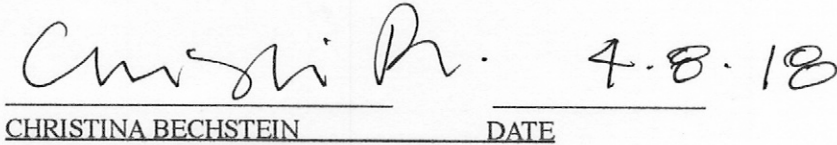


26 BRACKETT STREET, LLC

4/8/18
DATE

By: ASHLEY SALISBURY, MANAGING MEMBER

[CORPORATE ENTITY] DATE
BY: CHRISTINA BECHSTEIN, DULY AUTHORIZED



CHRISTINA BECHSTEIN DATE



EXHIBIT A

The following list of space improvements IS PRE-APPROVED BY LANDLORD and will be done primarily in consult with a design professional and a licensed and insured contractor.

All permitting and electrical work will be done with a commercially licensed professional TO BE PRE-APPROVED BY LANDLORD.

Tenant working with Architect Alyssa Keating, Barrett Made <http://www.barrettmade.com/about-us/>.

Materials and methods used in improvements to be environmentally thoughtful and natural, and work with aesthetic of building

Repairs (includes for permit, safety + design)

- ceiling: scrape + paint ceiling where water damage, 3 small places
- front door: putty + paint inside of door
- floor: seal portions of damaged parts of wood floor with epoxy and poly
- front windows: install simple high quality plexi or tempered giant pane on inside for safety for children to sit and draw in window seating + additional sound proofing and reduction of heat loss, architect will submit design.

Bathroom:

- install new door for code OR see if it's possible to attach closing mechanism
- attach floor threshold lip
- Re-grout, install baseboards, install new lights, possibly replace fan, install mirror, paint to make workable for studio
- install additional sink or sinks by small metal sink, to remain with Premises
- install with electrician 2 sets of outlets (8 total) on back, driveway side wall (Scott/Action Electric quote: \$400-500)
- de-install the stairs, add back available spare flooring boards and epoxy and polyurethane the floor to match rest of floor in that area.

sound proofing. Tenant covenants and agrees to install soundproofing adequate to prevent disturbance to residents upstairs, in no case less than:

- walls: attach simple homasote panels with felt layer on walls
- walls: rolling walls + simple wool curtain wall (naturally flame resistant) installed in back of space office/materials area
- ceiling: sound-clouds attached to ceiling

Note: details will be submitted for Landlord FOR APPROVAL PRIOR TO INSTALLATION, but these are basically flat planes that we will cut into cloud shapes and install several, they greatly help with sound absorption in combination with homasote)

- floor: roll out circle + oval carpets

other things

- install Love Lab Studio sign outside space, follow city guidelines and work with graphic designer
- repaint front door color to match logo SUCH COLOR TO BE PRE-APPROVED BY LANDLORD TO BE CONSISTENT WITH BUILDING EXTERIOR
- install inside the front wood door on space side, front screen door for summer
- install hanging track lighting

- flower box: submit drawings for a designed flower box that wouldn't leak or affect building integrity, and work with aesthetic of building

OR another option would be to construct simple flower pot/planter that could come outside during business hours



- other components of space/studio will be moveable - tables, cubbies, walls for art, etc.

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ANTOR FORM AS ATTACHMENT TO LEASE

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07/29/2018

I, Peter Nenortas, do hereby guarantee rental payment to 26 Brackett Street LLC for the tenancy of Christina Bechstein and Love Lab Studio at 26A Brackett Street, Portland Maine, 04102 for that lease dated April 1, 2018 and any extensions thereof (the "Lease").

In addition, I guarantee to pay for any repairs, or for other damages caused to said unit, or to any common areas for which said tenant is responsible. I guarantee to pay for any repairs or damages to said unit or common areas caused by guests of the tenant or by any other visitor, or invitee of the tenant or any person under the control of said tenant.

I also guarantee payments pursuant to any lease provision signed by the above-named tenant and any extension of the lease thereof including but not limited to rental payments, eviction and collection proceedings, and reasonable attorney fees incurred in any rent collection or damages dispute. I understand that I am jointly and severally responsible for all rent and damages to and for said unit and common areas, reasonable wear and tear excepted.

The Lease shall be governed by and interpreted in accordance with the laws of the State of Maine. If any of the provision of the Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, the Lease shall be construed as if such provision had never been made a part thereof.

In Witness whereof, the parties hereto have affixed or caused to be affixed their respective signature(s) this _____ day of _____, 20__.



PETER NENORTAS

4.8.18

DATE