

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-1080	Issue Date:	CBL: 064 A002001
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Location of Construction: 222 St John St	Owner Name: Coffin Craig G Trustee	Owner Address: 222 St John St Ste 134	Phone:
Business Name:	Contractor Name: Owner	Contractor Address: Portland	Phone 0000000000
Lessee/Buyer's Name	Phone:	B-2	

Past Use: commercial space-weight watchers	Proposed Use: commercial space-massage therapy office
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Proposed Project Description:
change of use-weight watchers to massage therapy

Signature: *UMM* Signature: *[Signature]* 8/13/04

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: jodinea	Date Applied For: 07/30/2004	Zoning Approval
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<ol style="list-style-type: none"> 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.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>ok 8/13/04</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <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 Date: <i>[Signature]</i>
	<p>CERTIFICATION</p> <p>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.</p>		

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

All Purpose Building 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>222 St. John St #127</u>		
Total Square Footage of Proposed Structure <u>~ 325 Sq. Ft.</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>064</u> Block# <u>A</u> Lot# <u>002</u>	Owner: <u>St John Realty Trust</u> <u>222 St John Suite 134</u> <u>Port ME 04101</u>	Telephone:
Lessee/Buyer's Name (If Applicable) <u>Sallie Rich DBA - Natural Harmony</u> <u>222 St. John St. #107</u> <u>Port ME 04101 807-4969</u>	Applicant name, address, & telephone: <u>Sallie Rich</u>	Cost Of Work: \$ _____ Fee: \$ 30 + 75¢/sq
Current use: <u>Sign Watchers</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>Massage Therapy Office</u>		
Project description: _____		
Contractor's name, address & telephone: _____		
Who should we contact when the permit is ready: <u>NA</u>		
Mailing address: _____		
<p>We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:</p>		

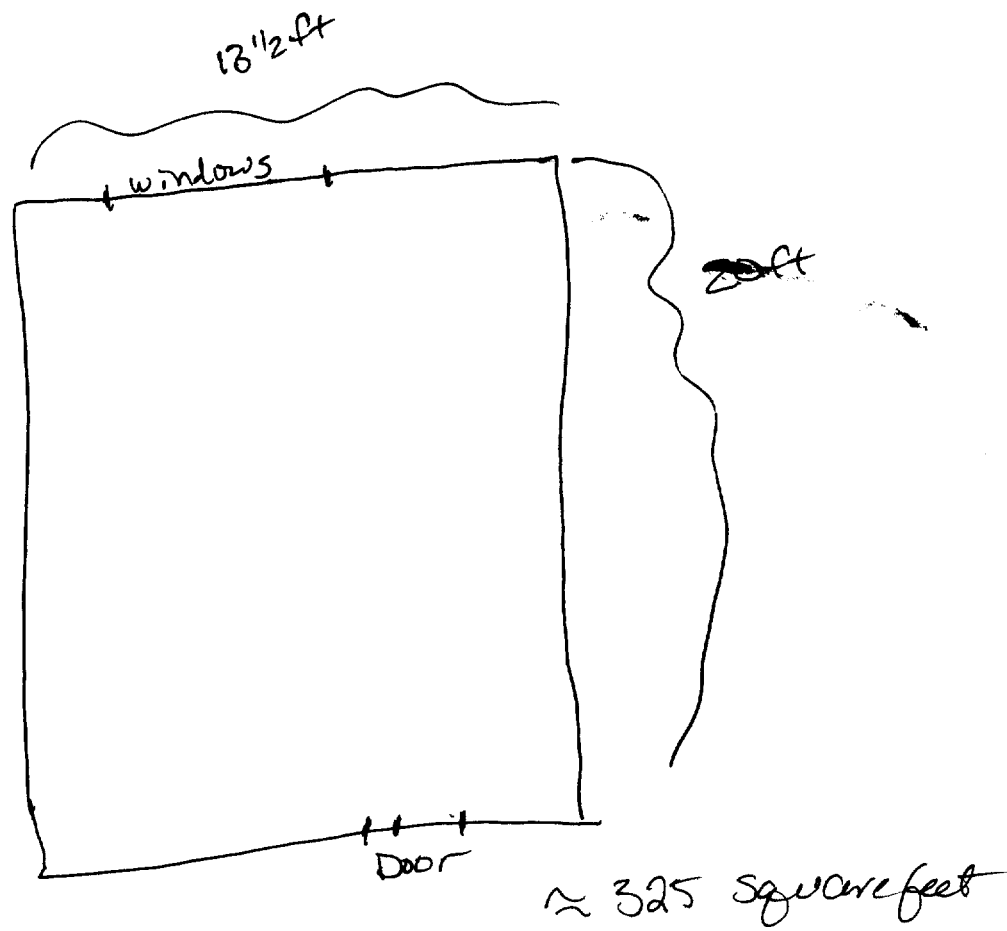
IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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>Sallie Rich</u>	Date: <u>7/30/04</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

222 St. John St Suite 127



1st Floor
2nd Suite in from exit (front door)
parking in front & back

LEASE

LEASE made as of this date Friday May 1, 2004, by and between Sallie Rich, (hereby referred to as "Tenant"), and St. John Street Realty Trust, (hereby referred to as "Tenant").

WITNESSETH:

1. **PREMISES LEASED.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, upon the terms and provisions of this Lease, the premises depicted or described in **Exhibit A** and which is attached hereto and incorporated herein (hereinafter referred to as the "Premises"). The Premises are located at 222 St. John Street, Portland, Maine 04102, (hereinafter referred to as the "Building"), the Building being depicted on **Exhibit B** which is attached hereto and incorporated herein. Tenant has the right to the nonexclusive use in common with others entitled to use same of all such parking areas, driveways, corridors, sidewalks and footways, loading facilities and other common areas and facilities as may be designated by Landlord from time to time and as more fully set forth in the provisions of this Lease and in such rules and regulations for the use thereof as may be prescribed from time to time by the Landlord in accordance with this Lease. Landlord and Tenant agree that the Leased Premises, known as Suite 127 contains approximately 325 gross square feet, more or less.

2. **TERM OF LEASE.** The term of this Lease shall be for the period commencing on June 1, 2004, and ending on May 31, 2005.

(a) **Gross Rent** per annum, therefore will be Four Thousand Eight Hundred Dollars (\$ 4,8000.00)per annum or Four Hundred Dollars (\$400.00) per month. Tenant covenants and agrees to pay the Gross Rent to Landlord, St. John Street Realty Trust 222 St. John Street Suite 134 in advance of the first day of each and every calendar month during the term of this Lease.

(b) **Electrical Cost:** The Landlord and Tenant herewith agree that all electric charges will be prorated on per square foot leased.

(c) Tenant, under no circumstances, in the performance of this lease, will pay any sum of money greater than the total monthly payment due the Landlord and under no circumstances will the Landlord look to Tenant for monies greater than the monthly rent payment due. This amount will not exceed the remainder of unpaid rental fee necessary to fulfill lease. Tenant is obligated to pay any sum of money due to Telephone Company or any other personal expenses connected to its suite.

3. USE OF PREMISES. Tenant shall use the Premises solely to operate Massage Therapy, and shall not use or permit the Premises to be **used** for any other purpose without the prior written consent of Landlord. This space is leased to Sallie Rich, it cannot be subleased to any other Tenant without the Landlords approval.

4. COVENANTS OF LANDLORD. (a) Landlord shall furnish services to the Building, as follows:

(i) Heat and air-conditioning, if installed as part of the structure of the Building, to maintain the Common Area at comfortable temperatures between 7:00 a.m. and 11:00 p.m., Monday through Friday and Saturday between 8:00 a.m. and 6:00 p.m., excluding bank holidays (being the regular business hours of the business day for the purposes of this Lease) except as otherwise required by law;

(ii) Elevator service (if there is an elevator in the Building), which may be reduced after business hours and on weekends and holidays as demand permits;

(iii) Water for ordinary drinking, cleaning, lavatory and toilet facilities;

(iv) Cleaning and janitor service in common areas;

(b) Landlord shall not be liable for reasonable interruption in or cessation of any service rendered to the Premises or the Building or agreed to by the terms of the Lease, due to any reasonable accident, the making of repairs, alterations or improvements, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Building, or any cause beyond Landlord's control; except to the extent that the liability of Landlord is insured by virtue of a general comprehensive landlord public liability insurance policy, which Landlord agrees to maintain on the Building.

(c) Landlord will maintain a building directory in the main lobby of the Building, on tenant's floor and on or next to the entry door to the Leased Premises a sign conforming to all laws and regulations identifying Tenant's business. No signs shall be placed by Tenant on **any** part of the Leased Premises or on the Building unless given prior written approval by Landlord. Landlord shall have the right to revoke such approval and remove such signs at Tenant's sole cost if signs are not properly maintained and repaired by Tenant and to charge such cost to Tenant as additional rent.

The term "signs" shall include, but not by way of limitation, projections, awnings, signals, or advertisements of any kind annexed to any part of the Leased Premises including the inside or outside of exterior windows of the building.

(d) That without limitation of anything elsewhere herein contained, Landlord may:

(i) designate and change the name and street address of the Building and/or leased premises; provided, however, that Landlord shall first give reasonable notice thereof to Tenant;

(ii) designate, restrict and control all sources from which Tenant may obtain maintenance services for the Premises and any business and any service in or to the Building and its tenants;

(iii) retain and use in appropriate instances and with Tenants permission keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of Landlord;

(iv) Close the Building after regular working hours. Regular working hours being from 7:00 a.m. to 11:00 p.m. Monday through Friday, and 7:00 a.m. through 9:00 p.m. on Saturday and Sundays, **and** any bank holidays; subject, however, to Tenant's right of admittance under such regulations as Landlord may prescribe from time to time including, but not limited to, the requirement that persons entering or leaving the Building identify themselves by registration or otherwise and establish their right to enter or leave the Building;

(v) enter upon the Premises and exercise any and all of Landlord's rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

(e) To pay Tenants expenses, including reasonable attorneys fees, incurred in enforcing any obligation of this Lease, if the Landlord is at fault. If Tenant is at fault it will be obligated to pay its own expenses etc.

5. COVENANTS OF TENANT. Tenant acknowledges that the Premises are in good and satisfactory order, repair and condition subject to repainting and replacing carpet throughout existing space and subject to a final inspection of the new space that Tenant will be moving into, and covenant as follows:

(a) To pay, when due, all rent and other charges set forth herein; all charges for installing and maintaining its own telephone system, and other communication systems used at, and supplied to, the Premises, and to pay the cleaning costs of the leased Premises.

(b) Except as specifically herein otherwise provided, Tenant agrees that from and after the

date that possession of the Leased Premises is delivered to Tenant, and until the end of the term of this Lease, Tenant will keep neat and clean and maintain in good order, condition and repair: all interior nonstructural portions of the Leased Premises. Tenant shall, at Tenant=s expense, repaint and refurbish the Leased Premises and any part and portion thereof from time to time in order to assure that the same are kept in first-class, tenantable, and attractive condition throughout the term of this Lease. There is excepted from this Paragraph, however, damage to such portions of the Leased Premises originally delivered by Landlord to Tenant as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in Paragraph 10 hereof or the failure of Landlord to construct the Leased Premises in a good and workmanlike manner and in accordance with laws and ordinances of the City of Portland and the State of Maine, and in accordance with all directions, rules, regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction over the Leased Premises.

(c) Not to injure or deface the Premises or the Building; not to permit on the Premises any auction sale, inflammable fluids, chemicals, nuisance, smoking of any form of tobacco in common areas, objectionable noise or odor; not to permit the use of the Premises for any purpose other than as set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building.

(d) Not to obstruct in any manner any entrance to the Building or the sidewalks or approaches to the Building or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Premises and the Building.

(e) Not to assign this Lease nor make any sublease without on each occasion obtaining the prior written consent of Landlord; such consent shall not be unreasonably withheld, provided, however, that Tenant shall always remain liable for Tenant's obligations hereunder and that Landlord shall never be required to assent to the subletting of any part of the Premises for desk space or for mailing privileges; provided, however, that Landlord shall have the right to require that all (or any portion **of**) the Premises which Tenant proposes to sublease or as to which Tenant proposes to assign this Lease (if the subtenant or assignee is not an entity controlled by the same interests which control Tenant) be surrendered to Landlord for the term of the proposed sublease or assignment in consideration of the appropriate pro rata adjustment of, or cancellation of, Tenant's obligations hereunder.

(f) Not to move any heavy equipment/ freight, in or out of the Building except at such times and in such manner as Landlord shall designate after written request from Tenant; and to place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration.

(g) Not to place a load upon any floor of the Premises in excess of fifty (50) pounds live load per square foot or in violation of what is allowed by law.

(h) That the Landlord and/or its agents may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in the Premises servicing the Premises or other parts of the Building with proper notification and consent from Tenant.

(i) To hold all property of Tenant, including fixtures, furniture, equipment and the like of Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed against any leasehold interest or personal property of any kind owned or placed in, upon or about the Premises by Tenant.

(j) To permit Landlord and its agents to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, to remove any alterations, signs, awnings, or flagpoles, or the like, not consented to in writing; and to show the Premises to prospective purchasers and mortgagees; and to show the Premises to prospective tenants during the six (6) months preceding the expiration of this Lease.

(k) To permit Landlord at **any** time or times to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Building or any part thereof, and during such operations to take into and through the Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience.

(l) To insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such **amounts** and with such companies as Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge.

(m) To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease, if the Tenant is at fault. If Landlord is at fault it will be obligated to pay its own expenses etc.

(n) Not to install any vending machines or food service equipment in the Premises without first obtaining Landlord's written approval, which approval shall not be unreasonably withheld.

(o) Not to permit any employee of Tenant to violate any covenant or obligation of Tenant hereunder.

(p) Not to suffer or permit any lien of any nature or description to be placed against the

Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of Tenant to immediately pay and remove the same. This subparagraph shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon Landlord's title or interest in the Building, the Premises, or any portion thereof.

(q) To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by Tenant of the Premises, and to equip all necessary equipment, including but not limited to, computers and photocopier machines, with surge protection devices.

(r) That the rights and remedies to which Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which Landlord may be entitled in case of any breach or threatened breach by Tenant of any provision of this Lease.

6. OFF-SET STATEMENT, SUBORDINATION AND ATTORNMENT. (a) Within ten (10) days after a request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises by Landlord an offset statement shall be required from Tenant, Tenant agrees to deliver a certificate to any proposed mortgagee or Purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claimed by Tenant.

(b) Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the Building by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide the mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without the mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or any other person acquiring title to the Building as having the rights of Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

(c) In the event that prior to the commencement of the term any proposed institutional

holder of a first mortgage on the Building shall demand that this Lease be modified or amended in any respect (except for those provisions relating to the rent, term or size of the Premises), and in the event that Tenant shall fail to so modify or amend this Lease within fifteen (15) days after such demand, Landlord may at any time within thirty (30) days thereafter terminate this Lease by written notice to Tenant.

7. CASUALTY DAMAGE AND EMINENT DOMAIN. If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested; and if Landlord shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, a just proportion of the rent according to the nature and extent of the damage shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Landlord reserves all rights to damages to the Premises and the Building and the Leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request.

Landlord shall give Tenant notice of its decision to terminate this Lease or restore the Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything herein to the contrary, Landlord's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

8. TENANT DEFAULT. Tenant covenants and agrees that
- (a) if Tenant shall be in default in the payment of rent or any other payment or sum required of Tenant hereunder and such default shall continue for more than ten (10) days after the same shall be due or
 - (b) if Tenant shall be in default in any of its other covenants, agreements or obligations, by it to be performed hereunder, and written notice of such default shall be sent to Tenant by Landlord, and if such default ~~has~~ not been cured within thirty (30) days after receipt of such written notice by Tenant, or
 - (c) there shall occur the dissolution of Tenant or if Tenant shall become insolvent or make an assignment for the benefit of creditors or agree to a composition of creditors or file under any insolvency law, or
 - (d) if Tenant shall be adjudged bankrupt, or

- (e) if a receiver or trustee of the property of Tenant is appointed in proceedings instituted by Tenant or in proceedings instituted by another and such proceedings shall not be vacated within sixty (60) days, then in any of such cases, Landlord lawfully may, in addition and without prejudice to any other remedies, immediately or at any time thereafter 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 Premises and repossess the same as of Landlord's former estate and expel Tenant and those claiming by, through or under Tenant and remove its and their effects, and upon such entry or mailing as aforesaid, this Lease shall terminate, Tenant hereby waiving all rights of redemption, but Tenant shall remain liable as hereinafter provided, and Landlord, with proper notice to Tenant, may store Tenant's effects and those of any person claiming by, through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell abandoned property, after notifying and storing the property for thirty (30) days in an established storage facility. Landlord will apply the net proceeds to the payment of all sums due to Landlord from Tenant. In the event that this Lease is terminated pursuant to the provisions of this paragraph, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term exceed the fair rental value of the Premises for the remainder of the term, and, in addition thereto, will during the remainder of the term pay to Landlord on the last day of each calendar month the difference, if any, between the rent which would have been due for such month had there been so such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable prorated amount of the damages previously paid to Landlord, Tenant hereby agreeing that Landlord must
- (i) make a good faith effort to relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would have otherwise constituted the balance of the term hereof and upon such other terms and conditions as Landlord considers advisable or necessary to relet the same and
 - (ii) make such alterations and repairs in the Premises as Landlord considers advisable or necessary to relet the same, and no reasonable action of Landlord in accordance with the foregoing or failure to relet or to collect rent under such reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid. Upon each such reletting, all rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the Payment of repossession and reletting costs, including, without limitation, brokerage commissions, fees for legal services and expenses of repairs and alterations in preparing the Premises for such reletting; third, to the payment of rent due and unpaid hereunder, and the residue, if any shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

Nothing herein contained shall, however, limit or prejudice the right of Landlord

to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater, equal to, or less than the amount of the loss or damage referred to herein.

9. LANDLORD SELF-HELP. If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of the Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom.

10. INDEMNITY AND PUBLIC LIABILITY INSURANCE. (a) Except to the extent caused by negligence or willful misconduct of Landlord, its agents, servants, and employees, Tenant will defend and indemnify Landlord and save it harmless **from** and against any and all claims, actions, damages, liability and expense (including, but not limited to, attorney's fees and disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or building or occasioned wholly or in **part** by act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees. Each party shall pay all costs, expenses and reasonable attorney's fees and disbursements that may be expended or incurred by the other party in successfully enforcing the covenants and agreements of this Lease.

(b) Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance, if available, under which Landlord and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in subparagraph (a) of this Paragraph 10. Each such policy shall be non-cancelable with respect to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be Two Hundred Thousand Dollars (\$200,000.00) for injury or death to any one person, and Five Hundred Thousand Dollars (\$500,000.00) for injury or death to more than one person, and One Hundred Thousand Dollars (\$100,000.00) with respect to damage to property.

(c) Tenant agrees to use and occupy the Leased Premises and to use such other portions of the

Building as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants or employees. The provisions of this Paragraph 10(c) shall apply during the whole of the term hereof.

11. LANDLORD DEFAULT. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of a mortgage on the Building notifies Tenant that such holder has taken over Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to Landlord for satisfaction of such claim.

In no event shall Tenant have the right to terminate this Lease as a result of the Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

12. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall accrue to and bind their respective successors and assigns, except in the event of an assignment or subletting by Tenant in violation of the terms hereof.

13. LANDLORD'S COVENANT OF QUIET ENJOYMENT. Upon payment by Tenant of the rent herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any person or persons claiming by, through or under Landlord.

14. WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on 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 breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted.

15. NOTICES. Any notice, demand, or request which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid and shall be addressed (a) if to Landlord St. John Street Realty Trust 222 St. John Street Suite 103, or at such other address as Landlord may designate by written notice, and (b) if to Tenant at the Premises or at such other address as Tenant shall designate by written notice.

16. HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the

term of this Lease, such possession shall be as a month-to-month tenancy, the provisions of this Lease, including the rent provisions for the period just preceding such termination, shall be applicable. Landlord or Tenant may terminate any such month-to-month tenancy by giving the other thirty (30) days prior written notice.

17. **PARKING.** Tenant shall have the right to use of parking lots located beyond the first set of islands behind the Rail Road Center Building and the two (2) lots located across St. John Street from the Rail Road Center Building. No over night parking is permitted and cars that are left over night may be towed at the Owners expense. Landlord agrees that Tenant may during the term, with others, have the non-exclusive right to use parking facilities which may from time to time be available for the parking of motor vehicles of Tenant, its officers, agents, employees, and invitees. The rear parking lot is located beyond the chain link fence. Visitors, Guests, clients and/or customers may use the lot before the chain link fence. Whereas that lot is leased to St. John Street Realty Trust it is intended for non-tenant use.

18. **RENEWAL.** The Tenant shall have the option to renew or extend the term of this lease for One (1)**YEAR** option. The option to renew the term of this Lease for the Renewal Term shall be exercisable if Tenant is not in default hereunder by Tenant giving written notice to Landlord at least Thirty(**30**)days prior to the expiration of the Initial Term. If Tenant shall fail to exercise its renewal options at the time and in the manner described, such option shall be void and of no effect. Such renewal is contingent upon the parties agreeing to a rental amount, which shall be renegotiated as of the date the Lease is renewed under each option period.

19. **MISCELLANEOUS.** (a) The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease.

(b) This Lease shall not be reentered into a mutually satisfactory Memorandum of Lease in record able form.

(c) If any provision **of** this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) **This** Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant.

(f) For the purposes of this Lease, the words "Landlord" and "Tenant" shall be deemed

and taken to mean each and every person or party mentioned as Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations.

The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

20. SECURITY DEPOSIT. Tenant has paid to Landlord a security deposit in the amount of \$ 400.00, to be held by Landlord in a separate account. Upon vacating the premises, should Tenant be in good standing and vacate the premises in good condition, reasonable wear and tear excepted, then Landlord shall return said deposit to Tenant within thirty (30) days of Tenant's quitting the premises. However, should it be determined that the premises have sustained damage, then Landlord has the right to retain any and all amounts of said deposit to repair the premises to the condition existing at the commencement of this Lease.

WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of this date.

WITNESSETH:

	St. John Street Realty Trust	
<u>Sallie M. Recorder</u>	<u>John A. Sevigny</u>	<u>5/4/04</u>
Date	John A. Sevigny Agent / Attorney in Fact	Date
_____	Date By: Sallie Rich	Date

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 041080

Please Read Application And Notes, If Any, Attached

Permit ISSUED
AUG 13 2004
CITY OF PORTLAND

This is to certify that Coffin Craig G Trustee /Owner
has permission to change of use-weight watches to mass
AT 222 St John St 064 A002001

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.

Classification or inspection must be given and when permission procured before this building or part thereof is occupied or otherwise closed-in. 4 OUR NO. REQUIRED.

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

OTHER REQUIRED APPROVALS
Fire Dept. U.M.C.D.
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD