

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

Location of Construction: 415 Forest Avenue		Owner: University Credit Union		Phone: 772-1906		Permit No: 980417	
Owner Address: 391 Forest Avenue Portland		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: Thomas Fitzgerald		Address: 291 Sawyer St., So. Portland, ME		Phone: 799-0052		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: APR 29 1998 CITY OF PORTLAND </div>	
Past Use: residential commercial <i>retail</i>		Proposed Use: residential commercial <i>retail</i>		COST OF WORK: \$ 2,000			
Proposed Project Description: interior renovations		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>		INSPECTION: Use Group: Type:		Zone: CBL: 111 C 005	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Signature: Date:		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm	
Permit Taken By: <i>Judy Laplante</i>		Date Applied For: 4/27/98					

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

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

SIGNATURE OF APPLICANT <i>see pre-application</i>		ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE				PHONE:

- Zoning Appeal**
- Variance
 - Miscellaneous
 - Conditional Use
 - Interpretation
 - Approved
 - Denied

- Historic Preservation**
- Not in District or Landmark
 - Does Not Require Review
 - Requires Review

- Action:**
- Approved
 - Approved with Conditions
 - Denied

Date: _____

CEO DISTRICT 6

COMMENTS

~~4/98~~ ~~ML~~ discussed permit with Tom Fitzgerald

7/31 M. Wing D. Puchell site visit Exit & Emergency lighting OK, Pully
sprinkled, handrails, ramps & clear access OK. Met with Tom Fitzgerald
Final Building Inspection OK

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

BUILDING PERMIT REPORT

DATE: 4/27/98 ADDRESS: 415 Forest Ave
REASON FOR PERMIT: renovation
BUILDING OWNER: University Credit Union
CONTRACTOR: Thomas Fitzgerald
PERMIT APPLICANT: _____
USE GROUP B M BOCA 1996 CONSTRUCTION TYPE 3B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *8, *17, *20

- X1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
28. Please read and implement the attached Land Use-Zoning report requirements.
- A 29. All glass and glazing shall be install as per Chapter 24 of the City's building Code. (Specific hazardous Locations) section 2405.2.
30. _____
31. _____
32. _____

P. Samuel Hoffses, Code Enforcement

[Signature]
cc: Lt. McDougall, PFD
Marge Schmuckal

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

**Building or Use Permit Application
Additions/Alterations/Accessory Structures
To Detached Single Family Dwelling**

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

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

Location/Address of Construction: 415 FOREST AVE, 2ND FLOOR, PORTLAND, ME. 04101

Tax Assessor's Chart, Block & Lot Number Chart# <u>111</u> Block# <u>E</u> Lot# <u>005</u>		Owner: <u>UNIVERSITY Credit Union</u> <u>391 FOREST AVE.</u> <u>PORTLAND, ME. 04101</u>	Telephone#: <u>(207) 772-1906</u>
Owner's Address: <u>391 FOREST AVE</u> <u>PORTLAND, ME. 04101</u>		Lessee/Buyer's Name (If Applicable) <u>CANDY, INC. 1/5/4 The Dancing</u> <u>FIREMENT, CANNACE AND TOM</u> <u>FITZGERALD</u>	Cost Of Work: \$ <u>APPROX 2,000</u>
Proposed Project Description:(Please be as specific as possible) <u>MINOR RENOVATIONS TO INTERIOR OF LEASED SPACE (SEE ATTACHED FOR MORE SPECIFICS)</u>			
Contractor's Name, Address & Telephone <u>WE WILL BE PERFORMING THIS WORK OURSELVES.</u> <u>THOMAS AND CANDACE FITZGERALD, 291 SAWYER ST., SO. PORTLAND, ME. (H) 799-4052</u>			

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

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

You must Include the following with you application:

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

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

4) Building Plans (Sample Attached)

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

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

Certification

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

Signature of applicant: [Signature] Date: 4/27/98

Site Review Fee: \$150.00/Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.

CADDY INC., d/b/a The DANCING ELEPHANT

Renovation plans for second floor space at 415 Forest Ave., Portland, Me. 04101. This space will be used as a children's retail clothing store.

- A) Install a doorway from Room I into what is now a closet.
 - B) Remove door and widen doorway so as to create a passageway or hallway.
 - C) Install a $\frac{3}{4}$ wall with door to create a new entrance to bathroom.
 - D) Remove door to complete passageway from Room I to Room II.
 - E) Install a small window to look out over the stairwell.
 - F) Install handrails in stairwell to 1st floor.
 - G) Remove non-bearing walls so as to open up landing area.
 - H) Install a decorative window in wall to allow visibility to landing area.
 - I) Create opening in wall and install shelving.
 - J) Build a wall 3' in height to section off play area.
- (K, L) We may possibly reinstall windows that were originally located in these areas.

All windows on Deerfield Rd side overlook 1st floor tenants space which on this side of building is a 2-story atrium. Per instructions of fire inspector they will be covered by wire mesh glass.

COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

PARTIES (fill in) University Credit Union, with a mailing address of 391 Forest Avenue, Portland, Maine ("LANDLORD"), hereby leases to Candy, Inc., d/b/a The Dancing Elephant with a mailing address of 415 Forest Avenue, Portland, Maine, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises.

LEASED PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) The leased premises are deemed to contain 1,462 square feet. The leased premises are located at second floor space at 415 Forest Avenue, Portland, Maine and include adequate systems for providing heating, electrical, water, plumbing and sewer services to the premises, and all such systems are in good working condition together with the right to use, in common with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto, ~~public and private rights of ways, streets and roads providing ingress and egress from the building containing the premises.~~ The leased premises are accepted in "as is" condition except as specifically set forth to the contrary in this lease.

TERM (fill in) The term of this lease shall be for Three (3) years, unless sooner terminated as herein provided, commencing on March 15, 1998 and ending on March 14, 2001.

RENT (fill in) TENANT shall pay to LANDLORD the following base rent commencing on June 1, 1998:

<u>Lease Year</u>		<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$6.00/SF	\$ 8,772.00	\$ 731.00
2	\$6.18/SF	\$ 9,035.16	\$ 752.93
3	\$6.37/SF	\$ 9,312.94	\$ 776.08

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated University Credit Union. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

RENEWAL OPTION (fill in or delete) So long as TENANT is not in default of this lease, has not defaulted under this lease which default causes the LANDLORD to give TENANT written notice of such default, TENANT shall have the option to renew this lease for Three (3) years as stated herein. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>		<u>Annual Base Rent</u>	<u>Monthly Rent</u>
4	\$6.56/SF	\$ 9,590.72	\$ 799.22
5	\$6.75/SF	\$ 9,868.50	\$ 822.32
6	\$6.96/SF	\$10,175.52	\$ 847.96

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

SECURITY DEPOSIT (fill in) Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Seven Hundred and Thirty One and 00/100 (\$731.00), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

RENT ADJUSTMENT If in any tax year commencing with the lease year #2(1999), the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the lease year #1 (1998) (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, 20.24 percent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

A. TAX ESCALATION (fill in or delete)

B. OPERATING COST ESCALATION (fill in or delete) TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 20.24 percent of any increase in operating expenses over those incurred during the lease year 1998. Operating expenses are defined for the purposes of this Lease as operating expenses per annum for the common areas of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "common areas") Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, ~~air conditioning~~, and other utility services and facilities to the common areas; (ii) all costs of any insurance carried by LANDLORD related to the common areas; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the common areas including the operation and repair of heating and ~~air conditioning~~ equipment in those areas and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; and (vi) a management fee not to exceed 10% of amounts disbursed excepting utility charges. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year. The LANDLORD represents and warrants that the heating, electrical, water, sewer and plumbing systems are all in good order and repair and adequate to provide these services to the premises. TENANT will maintain and repair the components of the utility systems located in the premises, provided however, that TENANT shall not be obligated to provide such maintenance and repairs in excess of a total of \$1,500 in any lease year and in the event maintenance, repairs or replacements to these utility systems are required in excess of the TENANT'S \$1,500 cap, then Landlord shall make and pay for all such further maintenance, repairs or replacements.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such deliver, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises and shall also pay its thirty six percent (36%) share of fuel oil bills for or used in the furnace which heats the premises and the first floor tenant in the building. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to lighting for passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide further utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

USE OF LEASED PREMISES (fill in)

TENANT shall use the leased premises only for the purpose of any legally permitted retail sales operation involving apparel, accessories, children's toys and related items.

COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than 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; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations consistent with the terms of this lease now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANTS use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

MAINTENANCE

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

A. TENANT'S OBLIGATIONS

LANDLORD agrees to maintain and repair the heating, electrical, water, plumbing and sewer systems, roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor

B. LANDLORD'S OBLIGATIONS

ALTERATIONS- ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerals or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased 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 provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

ASSIGNMENT- SUBLEASING (revise if applicable)

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance [which consent shall not be unreasonably withheld]. (~~cross out if not applicable~~). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage provided, however, Landlord agrees to obtain from ~~its~~ any future lender a non-disturbance agreement and TENANT shall be entitled to the quiet enjoyment of the leased premises so long as it is in compliance with the Lease. LANDLORD agrees to obtain the executed Recognition and Non-Disturbance Agreement, a copy of which is attached hereto. LANDLORD and TENANT agrees to execute and record the Memorandum of Lease, a copy of which is attached hereto.

LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during TENANT'S business hours and after reasonable notice to TENANT during the term of this Lease, enter the leased premises (i-) to gain access to LANDLORD'S storage area on the third floor of the building; ~~(ii)~~ to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerals or flagpoles, or the like, not consented to by LANDLORD in writing, (iii) to show the leased premises to prospective purchasers and mortgagees, and ~~(iii)~~ to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

INDEMNIFICATION AND

Except to the extent caused solely by the negligence or willful conduct of LANDLORD or its agents, TENANT will defend and indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all

LIABILITY

injury, loss, claim, damage, liability and expense (including reasonable attorneys fees) 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 the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY INSURANCE (fill in)

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased 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. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY- EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased 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 and excepts all rights to damages to the leased premises and 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 said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased 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. It shall be the LANDLORD'S obligation to maintain liability and 'all risk' insurance for the building and especially the common areas. ~~LANDLORD will provide TENANT with a copy of the binder for those insurance policies as they are put into place or renewed annually.~~

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten ~~(10) days~~ thirty (30) after written notice thereof; ~~or such longer period as may reasonably be necessary to cure such a default so long as TENANT diligently pursues such steps to cure the default; or~~
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate. ~~Upon such termination and/or eviction, LANDLORD will take all reasonable steps to relet the premises and to mitigate its damages in accordance with current State of Maine statute concerning mitigation of lease damages.~~

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, in hand, to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

22. 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 TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased 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; (iii) that TENANT will with advance notice and 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 records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

9. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.

10. 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. In all cases Tenant shall be entitled to the benefit of its rights and remedies as set forth in the Recognition and Non-Disturbance Agreement attached hereto.

11. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

12. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

13. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

14. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances 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. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

15. BROKERAGE (fill in)

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than The Boulos Company ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Malone Commercial Brokers and The Boulos Company ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. LANDLORD agrees to pay The Boulos Company (2.5%) a commission upon execution of this Lease.

16. OTHER PROVISIONS (fill in or delete)

Notwithstanding anything to the contrary herein it is understood and agreed that:

- ~~a) Tenant shall be entitled to use of the parking area at the premises and an allocation of _____ employee parking spots in the parking lot for the building;~~
- ~~b) the lease is conditioned completely upon Candy, Inc. obtaining an occupancy permit for the premises;~~
- ~~c) sign location, design shall be _____;~~
- ~~d) Landlord has reviewed and approved the Tenant's plans and specs for the "fit up" of the premises;~~
- ~~e) the locks to the premises will be changed at the Landlord's expense prior to the lease commencement date;~~
- ~~f) Landlord shall separate the electrical service to the demised premises and ensure ingress and egress and fire safety code requirements are met at the time of occupancy;~~
- a) the parking lot used in conjunction with the building shall be shared among the TENANT and other tenants of the complex owned by the LANDLORD for customer parking only and that the LANDLORD obtain and allocate to TENANT two (2) parking spaces for TENANT'S employee parking ; LANDLORD shall use good faith efforts to obtain those employee parking spaces in a parking lot on the same side of Forest Avenue and reasonably near the building;
- b) the lease and all obligations hereunder are conditioned completely upon Candy, Inc. obtaining an occupancy permit for the premises;
- c) TENANT shall have the right to place business signs on the existing sign pylon, the door to the premises and on the sides of the building at second floor level with LANDLORD'S approval of sign location and design, which approval shall not be unreasonably withheld;
- d) the LANDLORD has reviewed and approved the TENANT'S plans and specs for the "fit up" of the premises;
- e) the locks to the premises will be changed at the LANDLORD'S expense;
- f) LANDLORD shall separate the electrical service to the demised premises and ensure egress issues are in compliance

with code at the time of occupancy.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 24~~th~~ day of April, 1998.

TENANT:

LANDLORD:

Candy, Inc., a Maine Corporation
Legal Name of Tenant
By: Candace Fitzgerald
Signature

University Credit Union
Legal name of Landlord
By: [Signature]
Signature

Candy Fitzgerald as its President
NAME/TITLE
Duluth S. Ane
Witness to Tenant

Kevin Smith as its Vice President
NAME/TITLE
Duluth S. Ane
Witness to Landlord

GUARANTY (fill in or delete) For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Candy, Inc. TENANT, Candy Fitzgerald and Thomas Fitzgerald ("GUARANTORS") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money due under in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTORS hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTORS under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTORS and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTORS.

IN WITNESS WHEREOF, the following GUARANTORS have executed this Guaranty this 24~~th~~ day of April, 1998.

GUARANTOR:
Candy Fitzgerald
Legal Name of Guarantor
Signature
Candace Fitzgerald
NAME/TITLE

Duluth S. Ane
Witness to Guarantor

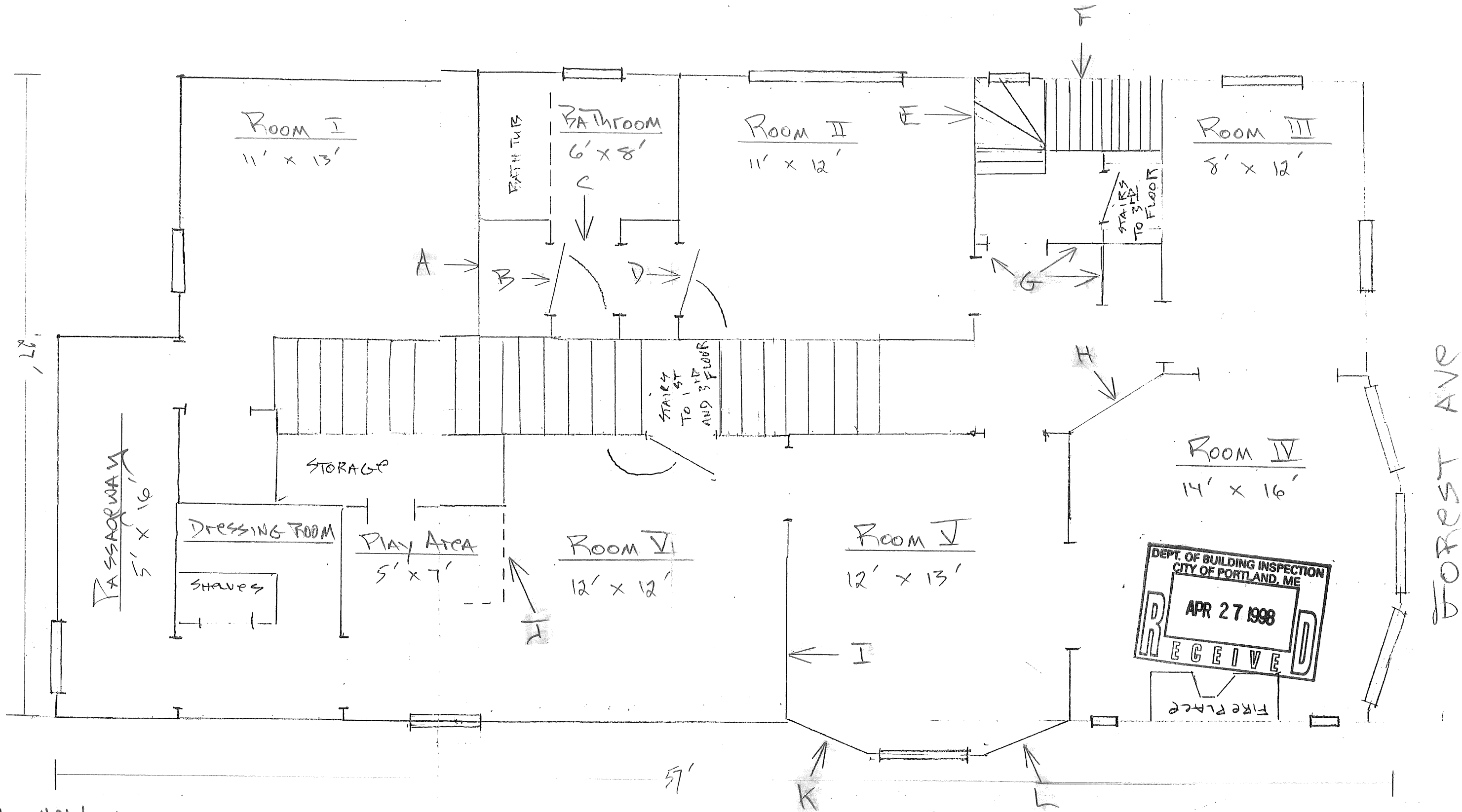
GUARANTOR:
Thomas Fitzgerald
Legal Name of Guarantor
Signature
Thomas Fitzgerald
NAME/TITLE

Duluth S. Ane
Witness to Guarantor

Floor Plan / Building Plan for second floor space at 415 Forest Ave, Portland, Me 04101

ANY QUESTIONS PLEASE CALL: TOM FITZGERALD

799-4052 (H)
883-9515 (W)



Plans submitted by:
CANDY, INC. d/b/a THE DANCING ELEPHANT
CANDACE AND THOMAS FITZGERALD
415 FOREST AVE. 2ND FL.
PORTLAND, ME 04101

DEERFIELD ROAD

Building Owner:
UNIVERSITY CREDIT UNION
391 FOREST AVE
PORTLAND, ME 04101