


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

## Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up\*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist** (this form)
- Plot plan/site plan** showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
- Proof of Ownership or Tenancy** (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
- Key plan** showing the location of the area(s) of renovation within the total building footprint and adjacent tenant uses
- Life Safety Plan** drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
- Existing floor plans/layouts** drawn to scale, including area layout, removals, exits and stairs
- Proposed floor plans/layouts** drawn to scale, including dimensions, individual room uses and plumbing fixtures

*Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated [Policy on Requirements for Stamped or Sealed Drawings](#).*

**Additional plans may also require the following** (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information** including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story** including removal of walls and materials
- Construction and framing details** including structural load design criteria and/or non-structural details
- New stairs** showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types** including listed fire rated assemblies
- Sections and details** showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules** (include window U-factors)
- Accessibility features and design details** including the Certificate of Accessible Building Compliance
- Project specifications manual**
- A copy of the State Fire Marshal construction and barrier free permits.** For these requirements visit:

[http://www.maine.gov/dps/fmo/plans/about\\_permits.html](http://www.maine.gov/dps/fmo/plans/about_permits.html)

**Food service occupancies** require additional plans and details for review, such as occupant load per square foot area for tables and chairs, number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: [http://www.alphaonenow.org/userfiles/resto\\_access\\_sheet.pdf](http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf)

**Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.**

\*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.



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

# Certificate of Accessible Building Compliance

All facilities for the use of a public entity shall be readily accessible by individuals with disabilities.

Project Name: Sun Tiki Studios

Project Address: 375 Forest Avenue

Classification:  Title II (State/Local Government)

Title III (Public Accommodation/Commercial Facility)

**New Building**

- Americans with Disabilities Act (ADA)
- Maine Human Rights Act (MHRA)
  - Barrier Free Certification (\$75,000+ scope of work)
  - State Fire Marshal Plan Review Approval

**Alteration/Addition**

- Existing Building Completion date:
  - Original Building: 1975
  - Addition(s)/Alteration(s): ?
- Americans with Disabilities Act (ADA)
  - Path of Travel  Yes  No
- Maine Human Rights Act (MHRA)
  - Exceeds 75% of existing building replacement cost
  - Barrier Free Certification (\$75,000+ scope of work)
  - State Fire Marshal Plan Review Approval

**Occupancy Change/Existing Facility**

- New Ownership – Readily Achievable Barrier Removal: No changes (existing ground level access and ADA restrooms)

**Residential**

- Americans with Disabilities Act (ADA)
- Fair Housing Act (4+ units, first occupancy)
- Maine Human Rights Act (MHRA)
  - Covered Multifamily Dwelling (4+ units)
  - Public Housing (20+ units)
- Uniform Federal Accessibility Standards (UFAS)
- None, explain: \_\_\_\_\_

**Contact Information:**

Design Professional:

\_\_\_\_\_  
Signature  
*(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Maine Registration #: \_\_\_\_\_

Owner:

Ian H. Smith

\_\_\_\_\_  
Signature  
*(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)*

Name: Ian Smith

Address: 33 Turner Street

Portland, ME 04101

Phone: 207-329-5621



# DOOR SCHEDULE

**A**

**FRAME TYPES**

**2**  
STEEL

**NOTES:**

- ALL DOORS TO BE SOLID CORE
- ALL DOORS TO HAVE 'LEVER TYPE' ACCESSIBLE HARDWARE

**1** DOOR TYPES

DOOR SCHEDULE																	
DOOR								FRAME					GENERAL				
DOOR NO.	TYPE	SIZE			MATERIAL	FINISH	INSULATED	TYPE	MATERIAL	THRESHOLD	DETAILS			CLOSER	FIRE RATING (MINUTES)		HARDWARE KEY MLS - MORTISE LOCK SET LS - LOCK SET PR - PRIVACY SET PS - PASSAGE SET LP - LEVER PULL PH - PEEPHOLE LENSE
		WIDTH	HEIGHT	THICKNESS							HEAD	JAMB	SILL				
100	A	3'-0"	6'-8"	1-3/8"	WD	PTD	N	1	STL	-	-	-	-	N	-	-	-
101	A	3'-0"	6'-8"	1-3/8"	WD	PTD	N	1	STL	-	-	-	-	N	-	-	-
102	A	3'-0"	6'-8"	1-3/8"	WD	PTD	N	1	STL	-	-	-	-	N	-	-	-
103	A	3'-0"	6'-8"	1-3/8"	WD	PTD	N	1	STL	-	-	-	-	N	-	-	-

# PARTITION TYPE

GRAPHIC DEPICTION				
DESCRIPTION				
			<ul style="list-style-type: none"> <li>- LAYER OF 5/8" GWB</li> <li>- 3-5/8" METAL STUDS AT 16" O.C.</li> <li>- 3-1/2" SOUND BATT INSULATION</li> <li>- LAYER OF 5/8" GWB</li> </ul>	
TYPE	FIRE RATING	UL NUMBER	STC RATING	IIC RATING
<b>NA</b>	N/A	N/A	35-39	N/A



Nov 14, 2018

Reviewed for Code Compliance  
Permitting and Inspections Department

Approved with Conditions

01/03/2019

# Sun Tiki Studios

	IBC 2015		NFPA 101 2009	
Code Review				
1 floors above grade	502.1			
Sprinklers		None		None
Fire Alarm		Required		Required
Smoke and CO Detectors		Required		Required
Occupant Load	T 1004.1.1	Assembly (A-2) (standing) 302 sf / 5 = 61 occupants Assembly (un-concentrated - seats) 79 sf / 15 = 6 occ. Assembly (un-concentrated - stage) 166 sf / 15 = 12 occ. Business Area 1,095 sf / 100 = 11 occ. Storage and Utility 173 sf / 500 = 1 occ. Reception Desk = 1 occ.	7.3.1.2	Assembly (A-2) (standing) 302 sf / 5 = 61 occupants Assembly (un-concentrated - seats) 79 sf / 15 = 6 occ. Assembly (un-concentrated - stage) 166 sf / 15 = 12 occ. Business Area 1,095 sf / 100 = 11 occ. Storage and Utility 173 sf / 500 = 1 occ. Reception Desk = 1 occ.
		<b>Total Occupant load = 92 occ.</b>		<b>Total Occupant load = 92 occ.</b>
Use Group(s)	304.1	Business		
	303.2	(A-2) Assembly	12.1	Assembly (<100) Business
Construction Type	602.3	3B - mixed combustible unprotected		III (200) combustible unprotected
Building Height and Area	T505.4	A2 = 2 stories B = 3 stories		
Allowable Area	T506.2	A2 = 9,500 SF B = 19,00 SF		
Building Height	T504.3	55'		
Building Elements	T 601	0 hr Structural Frame	12.1.6	Assembly allowed on first floor only if under 1000 occ.



Reviewed for Code Compliance  
 Permitting and Inspections Department  
 Approved with Conditions

01/03/2019

	T 601	2 hr Bearing Walls Exterior		In type III (000) building
	T 601	0 hr Bearing Walls Interior		
	T 601	0 hr Non-Bearing Walls Interior		
	T 601	0 hr Floor Construction		
	T 601	0 hr Roof Construction		
	T 602	0 hr Non-Bearing Walls Exterior (sep. dist < 5')		
	T 602	1 hr Non-Bearing Walls Exterior (sep. dist < 5')		
	705.5	Exterior Wall with >10' sep. needs rating only from inside		
Separations	508.3	Non Separated Occupancies	6.1.14.3	Mixed Occupancies
Distances and Exits	1006.3.1	2 Exits required	7.4.1.1	2 Means of Egress required
	1017.2	200' Travel Distance to exits no sprinklers	12.2.6.2	200' Maximum Travel distance
		1/2 diagonal distance exit separation without sprinkler		
	1006.2.1	75' Common Path of Travel	12.2.5.1.2	20' Common Path of Travel for more than 50 occ.
	1020.4	20' Dead End	12.2.5.6.2	20' Dead End
Unprotected Openings	T 705.8	0% when exterior wall sep. dist. is 3'>5'		
	T 705.8	10% when exterior wall sep. dist. is 10'>15'		
	T 705.8	25% when exterior wall sep. dist. is 15'>20'		
	T 705.8	45% when exterior wall sep. dist. is 25'>30'		
	T 705.8	Unlimited when exterior wall sep. dist. is >30'		
Egress Corridors	1020.2	44" min. when Occ. > 50		
	1018.2	36" min. when Occ. <= 50		
	1018.2	24" min. at service corridors to mechanical equipment		
Accessibility		Must meet ADA 2010		



01/03/2019

## LEASE

LEASE made by and between **KAPLAN 375 LLC**, a Maine Limited Liability Company of 49 Ocean Avenue, Portland, Maine 04103-5722 ("Landlord") and JAN H. SMITH, a Maine DBA SUN TINI STUDIOS, of 375 Forest Avenue, Portland, Maine 04101 ("Tenant");

### WITNESSETH:

1. PREMISES LEASED. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, the following described real estate: land and building located at 375-377 Forest Avenue and 20-26 Grassmere Road, in Portland, Maine; Map 112, Block B, Lot 16, being the same Premises described in the attached Exhibit A. (the "Premises").

2. COMMENCEMENT AND ENDING DATE OF TERM. To have and to hold for an initial term of one (1) year, said term to commence on October 1, 2017 and to end at midnight on September 30, 2018. With the signing and execution of the Lease the Tenant will pay Landlord the first month's (October) base rent and NNN charges, last month's base rent and NNN charges and a security deposit equal to the last month's base rent and NNN charges. Tenant may begin their renovation work as soon as Tenant has an insurance policy that names Landlord as additional insured and listing Landlord as certificate holder and Landlord shall receive notification of cancelation and subject to all the other terms and conditions of this Lease including but not limited to providing proof of insurance. Tenant has right to occupancy the Premises at the signing of Lease subject to all the other terms and conditions of this Lease including but not limited to providing proof of insurance and naming KAPLAN 375 LLC as additional insured.

3. Base Rent. Tenant agrees to promptly pay to Landlord rent as specified in Exhibit B due on or before the first of each calendar month, at such place as may from time to time be designated by Landlord, and without notice or demand and without setoff or deduction of any kind.

In the event that any payment due hereunder is not received by Landlord by the tenth (10th) day after such payment is due, then Tenant shall also pay to Landlord on demand a late payment service charge (to cover Landlord's administrative and overhead expenses of processing late payments) equal to the greater of one hundred dollars (\$100.00) or six percent (6%) of such unpaid sum for each and every calendar month or part thereof after the due date that such sum has not been paid to Landlord. Such late payment service fee, which Tenant agrees is reasonable, shall be deemed liquidated damages and not a penalty.

In the event that any payment of rent or other sum due hereunder is not received by Landlord by the tenth (10th) day after such payment is due, then the amount of such rent or other sum due hereunder shall bear interest at an annual rate of eighteen percent (18%) (or the highest rate permitted under the laws of Maine, if less) from the date when originally due until paid.





4. ADDITIONAL RENT. Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with next installment of base rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable, or limit any other remedy of Landlord.

5. REAL ESTATE TAXES.

a. Tenant shall pay as additional rent all real estate taxes and fees, storm water fees and assessments levied upon or assessed against the Premises (including without limitation any snow removal, litter and other special assessments of the City of Portland) during the term of this Lease, not later than ten (10) days prior to the date said taxes are due without interest to the Landlord. A tax bill or bill of any taxing authority for other assessments and governmental charges submitted by Landlord to Tenant shall be sufficient evidence of the amount assessed or levied against the Premises.

b. For the purposes of this Lease, the term "real estate taxes" shall include all real estate taxes, betterment assessments, water and sewer taxes, and any other charges made by any public authority which upon assessment or upon failure of payment become a lien upon the Building or the personal liability of Landlord.

c. If at least ten (10) days prior to the last day for filing an application for abatement of real estate taxes for any tax year, Tenant shall give notice to Landlord that it desires to file an application for abatement of real estate taxes for said tax year and, if within ten (10) days after the receipt of said notice Landlord shall not give notice to Tenant that it shall file such application, Tenant shall have the right either in its own name or in the name of Landlord, but at its own expense, to file such application. If within ten (10) days after receipt by Landlord of such notice by Tenant, Landlord shall give Tenant notice that it shall file such application, Landlord shall file the same prior to the expiration of the time for the filing of the same at the cost and expense of Tenant. In any event, notwithstanding the foregoing, if any abatement by whoever prosecuted shall be obtained, the cost and expense of obtaining the same shall be a first charge upon the said abatement. If Tenant shall file an application for abatement pursuant to the provisions hereof, Tenant shall prosecute the same to final determination with due diligence and shall not, without Landlord's written consent, settle, compromise or discontinue the same except, however, Tenant may discontinue the prosecution of the same at any time after giving Landlord notice thereof and an opportunity to take over prosecution of the same. If Landlord shall file an application for abatement for any tax year after having received notice from Tenant that Tenant desires to file an application for abatement for said tax year, Landlord shall prosecute the same to final determination with due diligence and shall not, without Tenant's written consent, settle, compromise or discontinue the same except, however, Landlord may discontinue the prosecution of the same at any time after giving Tenant notice thereof and an opportunity to take over the



prosecution of the same. If either party shall prosecute and application for an abatement, the other party will cooperate and furnish any pertinent information reasonably required by the prosecuting party.

6. UTILITIES; OPERATING EXPENSES. Tenant shall be solely responsible for, and promptly pay all charges for sewer, water, gas, electricity, telephone or any other utility used or consumed in or about the Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Premises, and in no event, shall Landlord be liable for consequential damages resulting from such interruption or failure. In addition, Tenant shall be responsible for all operating expenses (including all insurance carried by Landlord with respect to the Premises) in connection with the Premises.

7. CONDUCT OF BUSINESS BY TENANT.

a. Tenant shall use the Premises solely for the purpose of conducting studio space for musicians and artists to practice and possibly in the future for a venue for bands to play and beer to be sold and the public to attend business. Tenant shall notify Landlord prior to the space being used as a venue for bands to play and the public to enter the Premises. Landlord shall notify his insurance company of the change in use and there most likely shall be a premium increase. Tenant shall occupy the Premises at the commencement of the term and shall continuously conduct the said business throughout the term of this Lease. Tenant will not use or permit or suffer the use of the Premises for any other business or purpose, without the prior written consent of Landlord, which consent will not be unreasonably withheld provided that such use does not result in any breach of the deed restrictions.

b. Tenant shall not perform any act or carry on any practice which may damage the Premises or constitute a nuisance.

c. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire or licensee without the prior written consent of Landlord, which consent will not be unreasonably withheld.

8. IMPROVEMENTS, FIXTURES, ALTERATIONS.

a. Tenant shall not make or cause to be made any alterations, additions or improvements or make any changes to the Premises, except for a sign advertising the business of Tenant upon the Premises, without first obtaining Landlord's written approval and consent, which will not be unreasonably withheld, provided Tenant shall present to Landlord plans and specifications for such work at the time approval is sought and in full compliance with all city, state and federal laws regulations, codes and ordinances. Tenant accepts the Premises in an as is condition. Landlord and Tenant both acknowledge and agree that the Premises are not presently suited for the operation of a studio practice space for musicians and/or artist and possibly in the future for a venue for bands to play and beer to be sold and the public to attend business, that the Tenant is





responsible for all improvements to adapt the building shell to use as a studio space for musicians and artists to practice and possibly in the future for a venue for bands to play and beer to be sold and the public to attend business in a good and workmanlike manner, free and clear of all liens and in full compliance with all city, state and federal laws, regulation, codes and ordinances, and for obtaining a certificate of occupancy for the Premises.

b. All readily removable alterations, trade fixtures, decorations, signs, awnings, canopies, fixtures, additions and improvements made by Tenant (the "Tenant Improvements") shall remain the property of Tenant, provided however that all alterations, building components, walls, doors, ceilings, HVAC, duct work, plumbing, electrical components and fixtures permanently affixed to the Premises by Tenant, which shall automatically become part of the Premises, free of any and all liens or claims of Tenant or any other person and shall not be considered a part of the Tenant Improvements. Prior to the expiration or termination of this Lease, Tenant may remove all Tenant Improvements and restore the Premises as provided in paragraph 9(c) below. If Tenant fails to remove such Tenant Improvements and to restore the Premises, prior to the termination of this Lease, then upon the expiration or termination of this Lease and, all such Tenant Improvements shall become the property of Landlord.

c. Tenant shall promptly pay all contractors and materialmen, so as to avoid any lien attaching to the Premises; should any lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

## 9. MAINTENANCE AND REPAIRS.

a. Tenant shall at all times keep the interior and exterior Premises and all partitions, doors, exterior trim around windows and doors, exterior and interior painting, graffiti removal, stairs, fire escape, plumbing, drainage systems, sewer systems, fixtures, equipment and appurtenances (including lighting, electrical, heating, ventilations, air conditioning systems, the life safety systems and plumbing fixtures) in good order, condition and repair, damage by casualty excepted. In addition, Tenant shall be solely responsible for breakage and damage to windows and glass and shall promptly replace all broken glass, and shall maintain the sidewalks and passageways abutting the Premises free from ice and snow, rubbish, trash, litter and cigarette butts. Tenant shall maintain the grass and/or plant growth in trim and neat order.

b. If Tenant refuses or neglects to promptly maintain and repair the Premises as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs and in so doing shall not unreasonably interfere with Tenant's business, but shall not be liable to Tenant for any loss or damage to Tenant's business by reason thereof, and upon completion, Tenant shall pay Landlord's cost for making such repairs plus ten percent (10%) for overhead, upon demand.



01/03/2019

c. Landlord agrees to maintain the foundations, roof and structural portions of the building in at least as good condition as they are at the commencement of the term of this Lease, other than for any improvements installed by Tenant, for any special requirements of Tenant and for any damage resulting from the acts or neglect of Tenant or its agents and contractors. Tenant shall at once report in writing to the Landlord of any defective condition known to Tenant, which the Landlord is required to repair, and the failure to so report shall make the Tenant responsible for damages resulting from defective condition. Tenant shall be responsible for the entire roof if Tenant shall make any modifications to the roof.

d. At the expiration or termination of this Lease, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear excepted, and damage by casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, alarms and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures and Tenant Improvements, and any alterations or improvements, as provided in paragraph 8(b) above, before surrendering the Premises and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe and perform this covenant shall survive the expiration or the termination of this Lease.

#### 10. INSURANCE AND INDEMNITY.

a. At Tenant's sole expense, Landlord or Tenant shall procure and maintain for the benefit of Landlord insurance policies issued by such insurance companies, in such amounts, in such form and substance, and with such coverages, endorsements, deductibles, and expiration dates as are acceptable to Landlord, providing the following types of insurance covering the Premises:

(i) "All Risks" Premises insurance on the Premises in an amount not less than one hundred percent (100%) of the full guaranteed replacement cost of the Improvements and the Premises, with deductibles not to exceed one thousand dollars (\$1,000.--) for any one occurrence, and if requested by Landlord, with a replacement cost coverage endorsement comprehensive boiler and machinery coverages, an agreed amount endorsement, a contingent liability from operation of building laws endorsement, a demolition cost endorsement and/or an increased cost of construction endorsement in such amounts as Landlord may require, naming Landlord as loss payee and coinsured and Landlord's mortgage holder, if any, as "mortgagee;"

(ii) Rent loss insurance in an amount sufficient to recover at least the total estimated gross receipts under this Lease of the Premises, including, without limitation, rental income, for a twelve month period;

(iii) Commercial general liability insurance against claims for personal injury (to include, without limitation, bodily injury and personal and advertising injury) and Premises damage liability, all on an occurrence basis, if available, with such coverages as



01/03/2019

Landlord may request (including, without limitation, contractual liability coverage, completed operations coverage for a period of two (2) years following completion of construction of any Improvements on the Premises, and coverages equivalent to as ISO broad form endorsement), with a general aggregate limit of not less than ~~two~~ <sup>one</sup> million dollars (\$1,000,000.00), naming Landlord as an additional insured, certificate holder and notify Landlord of cancellation of policy;

*Handwritten signature and initials*

*Handwritten signature and initials*

(iv) During the course of construction or repair of any Improvements on the Premises, owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the insurance required by clause (iii) above;

(v) Employers liability insurance;

*Handwritten signature and initials*

~~(vi) Umbrella liability insurance with limits of not less than five million dollars (\$5,000,000.00) to be in excess of the limits of the insurance required by above in a form satisfactory to Landlord, naming Landlord as a coinsured;~~

*Handwritten signature and initials*

*Handwritten signature and initials*

(vii) Workmen's compensation insurance for all employees of Tenant engaged on or with respect to the Premises; and

(viii) Such other insurance in such form and in such amounts as may from time to time be required by Landlord against other insurable hazards and casualties which at the time are commonly insured against in the case of properties of similar character and location to the Premises and the Improvements.

b. Tenant shall pay all premiums or reimburse Landlord on insurance policies. The insurance policies provided for in clauses (iii), (iv) and (v) and above shall name Landlord as the "additional insured." The insurance policies provided for in clauses (i) and (ii) and above shall name Landlord as "loss payee," shall be first payable In case of loss to Landlord, and shall contain mortgage clauses and lender's loss payable endorsements in form and substance acceptable to Landlord's mortgage holder. Tenant shall deliver proof of all such insurance to Landlord, and Tenant shall promptly furnish to Landlord all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of the policies, Tenant shall deliver to Landlord proof of renewal.

c. All policies of insurance required by this Lease shall contain clauses or endorsements to the effect that (i) no act or omission of either Tenant or anyone acting for Tenant (including, without limitation, any representations made by Tenant in the procurement of such insurance), which might otherwise result in a forfeiture of such insurance or any part thereof, no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policy, and no foreclosure or any other change in title to the Premises or any part thereof, shall affect the validity or enforceability or such insurance insofar as Landlord is concerned, (ii) the insurer waives any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of Tenant and Landlord, (iii) such insurance is primary and without right of contribution





01/03/2019

from any other insurance which may be available, (vi) such policies shall not be modified, canceled or terminated without the insurer thereunder giving at least thirty (30) days prior notice to Landlord by certified or registered mail, and (v) that Landlord shall not be liable for any premiums therein or subject to any assessments thereunder, and shall in all events be in amounts sufficient to avoid any coinsurance liability. All policies of insurance required by this Lease shall be issued by companies licensed to do business in the state of Maine and shall be acceptable to Landlord.

d. In the event of any loss or damage to the Premises, Tenant shall give immediate written notice to the insurance carrier and Landlord. Tenant hereby irrevocably authorizes and empowers Landlord, at Landlord's option and in Landlord's sole discretion, as attorney in fact for Tenant, to make proof of such loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Landlord's expenses incurred in the collection of such proceeds. Tenant further authorizes Landlord, at Landlord's option, to hold the balance of such proceeds to be used to pay the Premises expenses as they become due during the course of reconstruction or repair of the Premises and to reimburse Tenant, in accordance with such terms and conditions as Landlord may prescribe, for the costs of reconstruction or repair of the Premises.

e. Landlord shall not be liable to Tenant or to any persons claiming under Tenant by right of subrogation or otherwise for any damage to the personal Premises of Tenant from fire or any casualty usually included in the so-called standard "extended coverage" endorsements as contained in fire insurance policies written in the State of Maine, whether or not such damage was caused by the negligence of Landlord, its servants, agents, employees or others.

f. The aforesaid releases and waivers of subrogation shall be in effect only in the event that for both parties, said insurance policies would not thereby be invalidated. To the extent any insurance premiums would thereby be increased, the party benefiting from such release or waiver of subrogation, shall be afforded the opportunity to either pay such increase or not require the inclusion of such release or waiver.

g. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to Premises arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be a party to litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.



11. ESTOPPEL CERTIFICATE, 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 off-set 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 Premises by Landlord and, 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 Premises 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 Premises shall demand that this Lease be modified or amended in any respect (except for those provisions relating to the rent or term), 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.

12. LANDLORD SELF HELP. If Tenant shall at any time breach or default in the performance of any of the obligations of Tenant under this Lease, and if such breach or default remains uncured then (10) days after written notice thereof from Landlord to Tenant or at any time in an emergency, Landlord shall have the right to enter upon the Premises and to perform such obligation of Tenant including the payment of money and the performance of any other act. All sums paid by Landlord and all necessary incidental costs and expenses in connection therewith shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand with interest thereon at the rate of eighteen percent (18%) per annum (or the highest rate permitted under the laws of Maine, if Less) from the date expended by Landlord until the date Landlord is reimbursed by Tenant.

13. 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





01/03/2019

properly specifying wherein Landlord has failed to perform any such obligations. Further, if the holder of a mortgage on the premises 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.

14. LIMITATION OF LIABILITY. Anything in this Lease to the contrary notwithstanding, it is agreed that neither Landlord, nor any trustee, officer, director, employee or beneficiary of Landlord, nor any legal representative, heir, estate, successor or assign or any such trustee, officer, director, employee or beneficiary, whether disclosed or undisclosed, nor any person having a beneficial interest in the Premises or the building, shall be personally liable under this Agreement in any way whatsoever to Tenant, and Tenant shall be entitled to make claim for any liability it is alleged to have suffered, only against Landlord's interest in the Premises and against insurance proceeds, condemnation awards, sales proceeds and rents therefrom. Furthermore, if Landlord, or any successor in interest of Landlord, shall be a mortgagee in possession, or an individual, joint venture, trust, tenancy in common, corporation or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee in possession, or such individual or on the part of the stockholders of such corporation or the members of such partnership or joint venture or the beneficiaries of such trust with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the equity of Landlord, or such successor in interest, in the estate of Landlord in the Building and the lot on which it is located and against insurance proceeds, condemnation awards, sales proceeds and rents therefrom for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or by such successor in interest, of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever but which shall not prevent action by Tenant for specific performance or injunction.

15. ASSIGNMENTS AND SUBLETTING. Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord which consent will not be unreasonably withheld. The consent by Landlord to an assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, and if Tenant is in default, Landlord may collect the rent from the assignee, sub Tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subTenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from any or the terms covenants and conditions hereof.



16. GOVERNMENTAL REGULATIONS. Tenant shall faithfully observe in the use of the Premises all municipal, state and federal ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force.

17. DESTRUCTION OF THE PREMISES. If the Premises, or any part thereof, shall be damaged by fire, the elements, or other casualty, then Tenant shall give notice thereof to Landlord, and except as hereinafter otherwise provided, and subject to the provisions of any mortgage given by landlord encumbering the Premises, Landlord shall, within sixty (60) days after such notice, commence to repair the Premises and thereafter prosecute the completion of such repair with due diligence subject to delays resulting from any cause not within the control of Landlord. If the damage to the Premises shall render the whole or any part thereof unsuitable for Tenant's use, a just proportion of the rent, according to the nature and extent of the damage to the Premises, shall be abated from the date of such damage until the Premises or such part thereof shall be restored for the use and occupation of Tenant. Landlord's obligations to so repair shall be limited to the net amount of the proceeds from insurance (after deducting therefrom the costs of collecting said proceeds) which Landlord receives as a result of such casualty. Provided, however, that notwithstanding the foregoing, if the Premises shall be so damaged or destroyed the extent of twenty-five (25%) per cent or more of their insurable value, Landlord may, if it shall so elect, terminate this Lease by notice to Tenant within thirty (30) days after any such casualty, and this Lease shall thereupon terminate, and a just proportion of the rent shall be apportioned as of the time of termination; provided, further, that if any such casualty shall be caused directly or indirectly through the act or omission of Tenant, its agents, or employees, then notwithstanding the foregoing, the rent shall not abate during the period of repair.

18. EMINENT DOMAIN.

a. If the whole or the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or shall be acquired by private purchase in lieu thereof then this Lease shall cease and terminate as of the date of such taking or purchase and all rent shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value or any unexpired term of this Lease, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible personal property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures or other tangible personal property.

b. If any part of the Premises shall be acquired or condemned or purchased as aforesaid and in the event that such partial taking or condemnation or purchase shall render the Premises unsuitable for the business of Tenant, then this Lease shall cease and terminate as of the date of such taking or purchase. Tenant shall have no claim against Landlord or the condemning authority for the value or any unexpired term



01/03/2019

of this Lease, with the exception of the rights enumerated in subparagraph (a) above, and the rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation or purchase which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall use its best efforts to restore the Premises to a condition comparable to their condition at the time of such condemnation or purchase less the portion lost in the taking or purchase, and this Lease shall continue in full force and effect, and the rent payable hereunder from and after said taking or purchase shall bear the same proportion to the full rent due hereunder that the fair market value of the remaining part of the Premises bears to the fair market value of the Premises prior to the taking or purchase. If, during the course of such restoration, Tenant is deprived of the use of any or all of the Premises, the rent shall be abated during the period of deprivation in proportion to the portion of the Premises made untenantable. Landlord's obligation to restore hereunder shall be subject to the restrictions and regulations imposed or enacted by duly constituted public authority and to the availability of the condemnation proceeds. If such restoration is not substantially completed within six (6) months from the date of such acquisition, then this Lease shall terminate. Tenant shall have no claim against the Landlord nor the condemning authority for the value or any unexpired term of this Lease, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant or account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible personal property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures and other tangible personal property.

19. 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
- d. if Tenant or any Guarantor of this Lease shall become insolvent or make an assignment for the benefit of creditors or agree to a composition or creditors or file under any insolvency law, or
- e. file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for appointment of a receiver or trustee for all or substantially all of the assets of Tenant or such Guarantor and such





appointment shall not be vacated or set aside within sixty (60) days from the date of such appointment.

f. or if Tenant shall abandon the Premises or suffer the Lease to be taken under any writ of execution and such writ is not vacated or set aside 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, without 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 such effects at public auction or private sale and 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 no 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 may (1) 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 in its sole judgment considers advisable or necessary to relet the same and (2) make such alterations and repairs in the Premises as Landlord in its sole discretion considers advisable or necessary to relet the same, and no 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, all attorney costs 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.



01/03/2019

20. ACCESS OF LANDLORD. Landlord shall have reasonable access to the Premises for the purpose of examining and showing the Premises to prospective Tenants and/or other people involved with the Premises and/or Landlord, or to make any repairs or reconstruction deemed necessary by Landlord, but the making of such repairs or reconstruction or such examination and/or showing shall not unduly interfere with Tenant's use of the Premises nor the conducting of Tenant's business thereon.

21. 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.

22. 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 term hereof without hindrance or interruption by Landlord or any person or persons claiming by through or under Landlord.

23. WAIVER. The waiver herein contained shall not be deemed to be a waiver of such term, covenant or condition by Landlord of any breach of any 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.

24. RENEWAL OPTION. Tenant shall have the option to renew this Lease for one (1) additional one (1) year terms with the same conditions, terms and requirements. The annual and monthly rent will be as stipulated In Exhibit "B". In order to exercise these options, Tenant shall give written notice to Landlord not less than four (4) months prior to the end of the original one (1) year term. Tenant's option rights are canceled and void if Tenant is or has been in default of Lease.

25. HOLDOVER. If Tenant hold over after the expiration or earlier termination of the term hereof without the express written consent of Landlord, Tenant shall become a Tenant at sufferance only at a rent equal to two (2) times the Base Rent in effect upon the date of such expiration or earlier termination and prorated on a daily basis, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal. At the option of the Landlord, such holding over shall constitute a renewal of this Lease for a period of one (1) year at the rate determined by Landlord, as provided above, for such year. The foregoing provisions of this Article are in addition to and do not affect Landlord's right of reentry or any other rights of Landlord hereunder or as otherwise provided by law.





01/03/2019

26. HAZARDOUS WASTE. Tenant covenants and agrees that it will permit no hazardous or toxic waste, substance, material or matter, as those terms may be defined from time to time by applicable state, local or federal law to be brought, used, maintained or stored upon the Premises, except for cleaning and janitorial supplies and other items lawfully held for sale by Tenant. Tenant hereby covenants and agrees to protect, exonerate, defend, indemnify and save Landlord harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorney's fees and court costs, and including but not limited to, such loss, damage, cost, expense or liability based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the removal or cleanup of any such waste, substance, material or matter placed upon or within the Premises by Tenant or as the result of a breach by Sub-Tenant's obligations under this paragraph.

27. SECURITY DEPOSIT. Contemporaneously with the execution of this Lease, Tenant shall deposit with the Landlord a security deposit equal to the last month's base rent and NNN charges for the performance by Tenant of all Tenant's covenants and obligations hereunder. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for all damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant. Landlord may commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant any interest on the security deposit.

28. CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision hereof.

29. SEVERABILITY. 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 or 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.

30. CONFLICT OF LAWS. This Lease shall be governed by and construed pursuant to the laws of the State of Maine.

31. LIMITED LIABILITY COMPANY AUTHORITY. If Tenant executes this Lease as a limited liability company, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing limited liability company, that Tenant has and is qualified to do business in Maine, that the limited liability company has full right and authority to enter into this Lease, and that



each person signing on behalf of the limited liability company was authorized to do so, and that this Lease is binding on Tenant.

32. CORPORATION AUTHORITY. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in Maine, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation was authorized to do so, and that this Lease is binding on Tenant.

33. NOTICES. Any notice required to be given by the terms hereof shall be deemed duly served if sent by hand, by certified mail, return receipt requested, through the United State Postal Service, or by reputable overnight delivery service, to Landlord or Tenant as specified in herein or at such other address as Landlord or Tenant shall designate by written notice to the other party. Any such notice given in accordance with the provisions of this Article 41 shall be deemed delivered on (i) the date of actual delivery, if delivered by hand, (ii) four (4) business days after posting, if sent by certified mail, or (iii) the next business day if sent by overnight delivery service.

34. INDEMNIFICATION; BROKERS.

a. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to any persons or property and expenses incurred by Landlord on account thereof, including without limitation reasonable attorneys' fees and court costs (i) arising on the Premises and not due to negligence or willful misconduct of Landlord, its agents, employees, servants or contractors, and (ii) arising anywhere in or about the building, the lot in which the Building is located and due to the negligence or willful misconduct of Tenant, its agents, employees, servants, invitees or contractors.

b. Tenant agrees to indemnify and save harmless Landlord against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker(s) or agent(s).

35. RIGHT OF WAY FOR ABUTTING PROPERTY. Tenant shall always leave a right away for Tenants, customers and guests located at 371-373 Forest Avenue to enter and exit their parking area.

36. LANDLORD'S WORK. Landlord shall install a new roof on the Premises.

37. RIDERS AND EXHIBITS. The following riders and exhibits are hereby incorporated herein by reference and to the extent that any of such rider or exhibits conflict with any of the foregoing provisions, the provisions of such riders or exhibits shall prevail:



Exhibit A Description of Premises  
Exhibit B Rent  
Personal Guaranty of Tenant's principals

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of  
September 30, 2017.

**LANDLORD: KAPLAN 375 LLC**

signature \_\_\_\_\_  
Witness print

*Michael Kaplan*  
MICHAEL DAVID KAPLAN, its Member

**TENANT: IAN H. SMITH  
, INCORPORATED**

signature \_\_\_\_\_  
Witness print

by: *IHS*  
, Shareholder & President

**TENANT:  
, INCORPORATED**

signature \_\_\_\_\_  
Witness print

by: \_\_\_\_\_  
, shareholder & Vice President

*Michael Kaplan*  
shall the premises become a venue  
for the general public to attend  
performances <sup>OR EVENTS</sup> then the liability  
insurance limits shall increase  
to protect the tenant and landlord  
for the additional risk. *Michael Kaplan*







01/03/2019

## Personal Guaranty

In consideration of and as an inducement for the granting, execution and delivery of the Lease dated on or about September 30, 2017, (hereinafter called "Lease"), by and between **KAPLAN 375 LLC** ("Landlord"), and IAN H. SMITH ("Tenant"), and in further consideration of the sum of One (\$1) Dollar and other good and valuable consideration paid by Landlord to the undersigned,

CHARLTON S. SMITH ~~ASSAULT~~ ~~ED~~ Portland, ME 04102 and a social security number of 011-30-2507 (hereinafter called "Guarantor"), intended to be legally bound hereby, hereby jointly and severally guaranty to Landlord, its successors and assigns, the full and prompt payment of all rent and additional rent and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease and the full, faithful and prompt performance and observance of all the covenants, terms and conditions and agreements therein provided to be performed and observed by Tenant, its heirs and assigns, with respect to all of the aforesaid obligations of Tenant under this Lease.

Each Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such rent or other sums charges payable by Tenant under the Lease, or in the performance of any of the covants, terms, conditions or agreements contained in the Lease, Guarantor will forthwith faithfully perform and fulfill all of such covenants, term, conditions and agreements, and with forthwith pay to Landlord all damages and all costs and expenses that may arise in consequence of any default by Tenant, its successors and assigns, under the Lease (including without limitation, all reasonable attorneys' and paralegal fees incurred and disbursements in the enforcement and collection of amounts under this Guaranty and court costs resulting by any such default and/or enforcement of this Guaranty).

This Guaranty is an absolute and unconditional guaranty of payment and of performance. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right or remedy against Tenant and this Guaranty shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice, other than as specifically provided in the Lease, of non-payment, nonperformance or non-observation or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's intention to act in reliance hereon or of any other notice or demand to which Guarantor might other wise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, or impaired by reason of the assertion or delay or the failure to assert Landlord against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease.





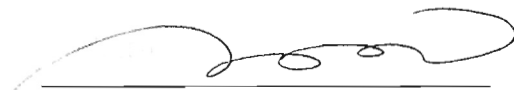
01/03/2019

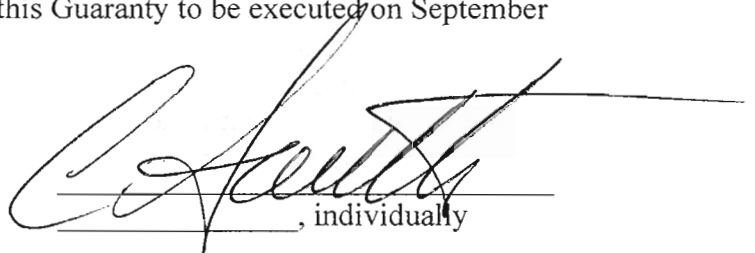
This Guaranty shall be a continuing Guaranty, and (whether or not the Guarantor shall have notice or knowledge of any of the following), the liability and obligation of Guarantor hereunder shall be absolute and unconditional and shall remain in full force and effect, and shall not be released, discharged or in any way impaired by: (a) any amendment or modification of or supplement to this Lease or the exercise of any right of extension or renewal modification of or supplement to this Lease or the exercise of any right of extension or renewal (as and to the extent such extension or renewal right was originally set forth in the Lease), or any assignment or transfer thereof, except to the extent of any such amendment, modification, etc.; (b) any exercise or nonexercise of any right, power, remedy or privileges under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions, or agreements contained in the Lease, or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, and for any length of time; (c) any bankruptcy, insolvency, reorganizations, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; (d) any limitation on the liability or obligation of Tenant under this Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provisions of any applicable bankruptcy law, or any other statute or from the decision of any court; or (e) any transfer by Tenant or any assignment of its interest under the Lease.

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative, except as specifically provided in the Lease, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of this Lease or taking or recovering of the Premises demised thereby shall deprive Landlord of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations under the Lease as extended, renewed, amended, modified or supplemented.

The Guaranty shall be legally binding upon Guarantor, and shall inure to be the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Guarantor, each intending to be legally and jointly and severally bound hereby, has caused this Guaranty to be executed on September 30, 2017.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_, individually



**For Lease:**  
**375 Forest Avenue**  
**Portland, ME 04101**

**Lessor:**  
**KAPLAN 375 LLC**  
**(207) 774-9492**

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

01/03/2019

**Location:**

- Corner of Forest Avenue and Preble Street Extension
- Less than 3/10 mile from Interstate 295 exit
- Within walking distance of the University of Southern Maine, Oakhurst Dairy, Key Bank, University Credit Union, Hannaford's grocery, Subway, Trader Joes, CVS, TD Bank, Burger King....
- 30,000+ daily traffic count on Forest Avenue with traffic light to allow easy access from both directions to parking lot
- Map Block Lot: 112-B-16

**Description:**

- Retail or office space with parking

**Building Size:**

- 3,055 square feet with 45' of frontage on Forest Ave. and 65' of frontage on Preble St.
- 16' high exterior building high
- 10' high interior ceilings
- There are no structural posts or columns holding the to encumber tenants floor plan

**Parking:**

- Parking lot accessed from Preble Street Extension with 10 to 14 spaces
- Total lot size: 7,379 square feet; 0.169 acres
- We own the property that abuts this property

**Zoning and Signage:**

- B-2
- Excellent exposure and signage from three sides of the property

**Building Features:**

- Heat and Air Conditioning: New High Efficiency, 7.5 ton roof top HVAC
- Handicapped Access from Forest Avenue
- Electric: Medium General Service Secondary 3 phase; 200 amp
- Windows: double hung arched windows, low E, with screens

**Real Estate Taxes (2016-2017):** \$7,586.16                      \$2.48 per square foot

**Insurance (2016-2017):** \$1,769.16                              \$ .58 per square foot

**Stormwater, City of Portland fee** \$360.00                      \$ .12 per square foot

**Lease Price:** Below market, NNN

Please call **(207) 774-9492** for more information or a tour of this property

or look on the internet at: **www.kapco.info**



Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

01/03/2019

EXHIBIT B

<u>YEAR</u>		<u>MONTHLY BASE RENT</u>	<u>TOTAL BASE RENT FOR YEAR</u>
1	10/1/17 to 9/30/18	\$ 3,055.00	\$ 36,660.00
Tenant must notify Landlord in writing a minimum of four (4) months prior to the end of the first year to act on option.			
2	10/1/18 to 9/30/19	\$ 3,207.75	\$ 38,493.00

A handwritten signature in blue ink, appearing to read "Michael K. Kasper".