



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

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

02/25/2019

## 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)
  - Impact Fee Form and documentation from Portland Water District** (refer to form for details and applicability)
  - 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 location of the area(s) of renovation within the 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 *N/A*
- 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) *N/A*

**Food service occupancies** require additional plans and details for review, such as occupant load per square foot area for tables and chairs (**both inside and outside**), 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.



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## Certificate of Accessible Building Compliance

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

 Project Name: LifeStance Health Project Address: 53 Baxter Blvd, Unit 3

 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: approx. 1968  
 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: \_\_\_\_\_

### 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: Michael CrislipAddress: 25001 Emery Rd. #400Warrensville Heights, OH 44128Phone: 216-223-3223Maine Registration #: AN 2377

Owner:

Signature

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

Name: Williams Johnson (31 Court St Associates LLC)Address: P.O. Box 559Old Orchard Beach, ME 04064Phone: 207-577-3486



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### PARKS & RECREATION, TRANSPORTATION, AND WASTEWATER IMPACT FEE FORM

Please note that impact fees will not be assessed for projects that have been granted site plan approval prior to December 19, 2018.

Under the City's adopted ordinance, impact fees apply to any building permit application which results in: (a) an increase in the number of residential dwelling units or hotel rooms; (b) an increase in non-residential building square footage; (c) an increase in the number or size of water meters, or (d) a change of use which results in an increase in impact on municipal facilities, based on the use types below.

**You do not need to complete the form below if all of the following apply to the project:**

1. There is no proposed change to the total non-residential floor area;
2. There is no change to the use category (as listed below in the Land Use Information table);
3. There is no net increase in number of residential dwelling units or hotel rooms; and
4. There is no change to the number or size of water meters.

**Applicant Name** LifeStance Health (impact fee form not required)

**Project Address** 53 Baxter Blvd #3, Portland ME 04101 **Chart/Block/Lot (CBL)** \_\_\_\_\_

1. Is this building permit application for an affordable housing project?  Yes  No  
If yes, what percentage of the units in the project are workforce or affordable units? \_\_\_\_\_ %
2. Has the site been occupied by a legally established and operating use in the last 12 months?  Yes  No
3. Have you previously requested or received an impact fee modification for this project?  Yes  No  
*Note: A fee modification may only be granted in certain circumstances as defined in the Impact Fee Ordinance. For more information, see here.*

**4. Existing and Proposed Land Use Information**

If this building permit application involves a new use or change of use, please complete the following table. If no new use or change of use is proposed, then indicate not applicable/no change in the column at the right.

Use	Unit of Measure	Total Existing	Total Proposed for Project*	N/A No Change
Single- or two-family residential	Units			<input type="checkbox"/>
Multi-family residential	Units			<input type="checkbox"/>
Retail/Services	SF of Gross Floor Area			<input type="checkbox"/>
Office	SF of Gross Floor Area			<input type="checkbox"/>
Industrial	SF of Gross Floor Area			<input type="checkbox"/>
Institutional	SF of Gross Floor Area			<input type="checkbox"/>
Hotel	Rooms			<input type="checkbox"/>

\*Total Proposed shall include any existing units or floor area to remain and any additional units or floor area to be created or converted.



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5. **Existing and Proposed Water Meter Information** - Submit capacity letter or other documentation from Portland Water District regarding water meter size, with this form. If you have questions about the water meter size needed for your project, please contact the Portland Water District at 761-8310.

Meter size (in inches)**	Capacity Ratio	NUMBER OF METERS	
		Total Existing	Total Proposed for Project*
5/8	1.00		
3/4	1.50		
1	2.50		
1 1/2	5.00		
2	8.00		
3	16.00		
6	50.00		
8	80.00		

\*Total Proposed shall include any existing water meters to remain and any additional water meters to be added.

\*\*If your water meter is of a size not listed on the table above, please contact the Permitting and Inspections Department at 874-8703.

6. I hereby certify that the details furnished on this form are true and accurate to the best of my knowledge and I undertake to inform you of any changes therein.

Applicant Signature Bethany Roman Date 29 JAN 2019  
 BETHANY C ROMAN



02/25/2019

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective this 30th day of November, 2018 ("Effective Date"), by and between 31 Court Street Associates, LLC, a Maine limited liability company with a mailing address of P.O. Box 559, Old Orchard Beach, ME 04064 ("Landlord") and The Counseling Center of Nashua, Inc., with a mailing address of 10655 NE 4<sup>th</sup> Street, Suite 901, Bellevue WA 98004 ("Tenant").

### RECITALS

WHEREAS, Landlord is the owner of land and improvements located at 53 Baxter Boulevard, Portland, Maine 04101 (the "Building"); and

WHEREAS, Landlord desires to lease Suite 3 in the Building, which the parties agree consists of approximately 3,622 square feet (the "Premises"), which is depicted on the floor plan attached hereto as Exhibit "A"; and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the Term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, it is agreed:

1. **Lease and Term.** Landlord hereby leases to Tenant the Premises. This Lease shall be for a term (hereinafter referred to as the "Initial Term") of eighty four (84) months commencing on March 1, 2019 (the "Commencement Date") and terminating on February 28, 2026. Tenant shall have access to the Premises beginning on December 1, 2018 (the "Access Date") for purposes of performing any fit-up work desired by Tenant. All of the provisions of this Lease other than Tenant's obligation to pay Base Rent, property taxes or Common Area Charges shall apply beginning on the Access Date.
2. **Renewal.** Tenant shall have two options to renew this Lease for a renewal term of five (5) years (each, a "Renewal Term"). Tenant shall provide Landlord with written notice of its election to renew this Lease at least nine (9) months prior to the expiration of the Initial Term or first Renewal Term, if applicable. In addition to timely exercise, it shall be conditions to renewal that: (a) Tenant is not in default at the time notice of renewal is given or upon expiration of the then current Term; and (b) Tenant shall have elected the first Renewal Term in the case of the second renewal. Any renewal of this Lease shall be upon the same terms and conditions as are set forth herein. The Initial Term, together with any Renewal Terms shall be referred to herein as the "Term".
3. **Acceptance of Leased Premises.** Tenant hereby stipulates and agrees that Landlord is not required to do or perform any work in connection with the commencement of this Lease, and that as to Tenant, the Premises are in satisfactory condition and in conformity, in all respects, with the provisions of this Lease and are accepted AS IS. Tenant shall be responsible for constructing any desired fit-up work to the Premises. All such work shall be subject to Section 10. Notwithstanding the foregoing, Landlord will require that a restroom be installed in the area shown on Exhibit A for the use of Tenant and its clients. Landlord shall provide Tenant with an



allowance of Fifteen Thousand Dollars (\$15,000), in which case Tenant shall be responsible for such installation of a bathroom. *To be completed By 3/1/2019* ~~03/21/2019~~

4. **Rental.** Tenant shall pay to Landlord during the first year of the Initial Term (such year and each succeeding year being a "Lease Year" hereunder), Base Rent (herein so called) as follows:

<u>Lease Year</u>	<u>Base Rent psf</u>	<u>Total Base Rent</u>	<u>Monthly Base Rent</u>
1	\$ 16.48	\$ 59,690.56	\$ 4,974.21
2	\$ 16.80	\$ 60,849.60	\$ 5,070.80
3	\$ 17.15	\$ 62,117.30	\$ 5,176.44
4	\$ 17.49	\$ 63,348.78	\$ 5,279.07
5	\$ 18.02	\$ 65,268.44	\$ 5,439.04
6	\$ 18.38	\$ 66,572.36	\$ 5,547.70
7	\$ 18.74	\$ 67,876.28	\$ 5,656.36

The Base Rent shall increase for each Lease Year in a Renewal Term to an amount equal to the product of: (A) the Base Rent payable in the preceding Lease Year; and (B) 1.02. Base Rent is due in advance on or before the fifth (5th) day of each calendar month during the Term. The Base Rent for any partial calendar months included in the Term shall be prorated on a daily basis.

5. **Security Deposit.** Tenant shall not be required to deposit a Security Deposit with Landlord.
6. **Use; Exclusivity.** Tenant shall use the Premises for mental health and behavioral counseling and related office purposes, which shall not include residential or inpatient treatment on site. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, or unlawfully or unreasonably disturb any other tenant in the Building. Without limiting the generality of the foregoing, Tenant shall respond in good faith to any issue or disturbances attributable to Tenant or any of Tenant's agents, servants, employees, contractors, invitees, visitors or licensees (Tenant and such persons collectively, "Tenant Persons") and in developing a response or plan to eliminate any such issues or disturbances in the future. Tenant shall not obstruct or use the sidewalks, entries, passages, vestibules, halls, elevators, or stairways of the Building for any other purpose than ingress and egress to and from the Premises, or throw or sweep or put anything out of, in or on the windows or doors, or in the passage or corridors of the Building. Landlord agrees not to rent any other space in the Building for mental health and behavioral counseling, provided that the foregoing restriction shall not preclude Landlord from continuing the existing tenancy at will relationship with Dr. Carl Voss.
7. **Hazardous Materials.** During the Term, Tenant will not cause or permit any Hazardous Materials (defined below) to be brought upon, kept or used in or about the Premises or the Building except that, if certain Hazardous Materials are necessary for Tenant's use as set forth in Section 6 above, Tenant may utilize, store and/or dispose of same upon written notice to Landlord if (i) such Hazardous Materials are used, kept and stored in a manner which complies with all applicable federal, state and local laws, ordinances, rules and regulations regulating such Hazardous Materials; and (ii) such presence and use of Hazardous Materials will be in quantities and applications normally found in general office use or the practice of Tenant's medical specialty. Tenant hereby agrees to indemnify, defend and hold Landlord free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses



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(excluding, without limitation, diminution in value of the Premises and the Building and consequential damages) that directly arise during or after the Term of this Lease as a result of Tenant's breach of the covenants and obligations set forth in this section. This indemnification by Tenant of Landlord includes, without limitation, any and all reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision thereof resulting by Tenant's breach of the covenants and obligations set forth in this section. If any state, federal or local governmental agency or political subdivision thereof imposes a lien on the Premises or the Building as a direct result of Tenant's breach of the covenants and obligations set forth in this Section, Tenant will cause such lien to be removed at Tenant's sole cost and expense. The provisions of this section will survive the expiration or termination of this Lease for one (1) year. As used herein, the term "Hazardous Materials" will mean and include any and all hazardous substances, any hazardous wastes or any pollutants or contaminants defined as such in or regulated by: (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., (iii) the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended; (iv) the Clean Air Act, 42 U.S.C. 7401 et seq., (v) the Toxic Substances Control Act, 15 U.S.C. 2501 et seq., or (vi) any amendments or statutory successors to the foregoing statutes and any now or hereafter existing federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as presently or hereafter in effect during the Term of the Lease.

8. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part, without Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord shall consent or withhold such consent by written notice to Tenant within fifteen (15) days of Tenant's written request for Landlord's consent. If Landlord fails to respond to Tenant's request within such 15-day period, Landlord shall be deemed to have consented to such assignment or subletting. Notwithstanding anything to the contrary in this section, the initial named Tenant herein may, without Landlord's consent, assign this Lease or sublease all or part of the Premises to any party (herein referred to as a "Tenant Affiliate") that directly or indirectly: (i) wholly owns or controls Tenant, (ii) is wholly owned or controlled by Tenant, (iii) is under common ownership or control with Tenant, or (iv) into which Tenant or any of the foregoing parties is merged, consolidated or reorganized, or to which all or substantially all of Tenant's assets or any such other party's assets are sold. No assignment or subletting shall relieve Tenant of any of its obligations hereunder.

9. **Repairs.**

a. **Landlord's Obligations.** Landlord agrees: (a) to properly maintain and make all necessary repairs and replacements to the roof (including roof coverings and roof skin), gutters, downspouts, foundation, floor slab, exterior walls (including the storefront), demising walls, door and window frames, and the structural portions of the Premises and the Building of which the Premises forms a part, and otherwise to keep the Premises in a watertight condition; (b) to make all necessary repairs and replacements to the electrical, plumbing, mechanical systems and devices serving the Premises and Building, including all water, sewer, gas, electrical and public utility lines and connections of the Building up to the point that they become exposed within the Premises if the same exclusively serve the Premises (and within the Premises to the extent the same run through the Premises but do not exclusively serve it); (c) to make all necessary repairs and replacements to the



sprinkler, fire alarm and other life safety systems serving the Premises (whether interior or exterior), and to perform all monitoring and pay all fees associated therewith; repair, maintain, and replace the heating, ventilating and air conditioning system which provides service to the Premises; and (e) to keep and maintain in good repair and working order, and make all necessary repairs and replacements to all common areas, landscaping, parking facilities, paved areas and drives. Landlord agrees that any such repairs and replacements will be done promptly in a good and workmanlike manner and that it will repair any and all damage which may result from its failure to make such repairs or replacements. To the extent that the Premises are rendered totally or partially untenable, as a result of Landlord exercising its rights under this Section 9(a), Rent shall be proportionately abated until Landlord has completed such repair, reconstruction or restoration. Costs incurred by Landlord in connection with its obligations under this Section 9(a) will be Common Area Charges subject to the provisions and limitation of Section 15.

- b. **Tenant's Obligations.** Other than the maintenance and repair to be performed by Landlord as set forth above or otherwise in the Lease, Tenant, at its sole cost and expense, will keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance within and upon the Premises, including any systems and devices in the Premises that serve only the Premises and are not the Building's base systems or devices (including, without limitation, telecommunications and computer systems), and all parts and appurtenances thereof, which are required in the normal maintenance, repair and operation of the Premises.
10. **Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right, upon obtaining the consent of the Landlord (which consent will not be unreasonably withheld, conditioned, or delayed and shall be deemed given if the Landlord does not respond within 5 business days), to alter, remodel, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. All plans, designs or models for any such alteration, redecorating, additions, improvements or replacements must be submitted for review and approval of Landlord (which approval will not be unreasonably withheld, conditioned, or delayed and shall be deemed given if the Landlord does not respond within 5 business days) prior to the commencement of any such work or build-out. Tenant agrees to give good faith consideration to retaining any Landlord preferred contractor for the performance of any such work. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises. All personal property, equipment, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease Term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property. Tenant shall have the right to remove the same at any time during the Term of this Lease provided all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Any personal property remaining at the Premises after termination of this Lease shall be deemed abandoned to Landlord, which may keep or otherwise dispose of such property in any fashion it desires.
11. **Property Tax.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Term on the Building of which the Premises are a part, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises. Tenant shall be responsible for taxes or assessments with regard to Tenant's personal property, if any, on the Premises, and, in addition, Tenant agrees to reimburse





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Landlord for Tenant's Proportionate Share (defined in section 15(f) below) of any real estate taxes (but not any penalty or interest thereon by reason of late or nonpayment) which shall be due and payable against the Building and related land. Tenant's Proportionate Share shall be due and payable to Landlord in monthly installments with its payment of Rent. For the tax years in which the Term commences and terminates, Tenant's liability for Tenant's Proportionate Share of any real estate taxes for such years shall be prorated over a 365-day year based on the number of days of said years during which the Term of this Lease is in effect. If a discount is available by reason of prompt or early payment, Tenant's Proportionate Share shall be based upon such discounted amount, if such prompt or early payment is made. In the event a refund or reduction is obtained for any year in which Tenant contributed towards the payment of real estate taxes, Landlord promptly shall pay to Tenant its Proportionate Share of such refund, after first deducting Tenant's Proportionate Share of the reasonable cost of obtaining the refund or reduction.

12. **Insurance.**

- a. **Landlord's Insurance.** During the term of this Lease and, if coverage is not provided on an "occurrence" basis, for the applicable statute of limitations thereafter (for which statute of limitations Landlord's liability may be satisfied by Landlord purchasing appropriate "tail" coverage), Landlord shall carry and maintain comprehensive general liability insurance on the Building and the common area with a combined single limit for bodily injury and property damage in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than a combined single limit of \$1,000,000.00 per occurrence. Landlord shall also maintain building property and casualty insurance covering the Building, the common area and the Leased Premises covering "All Risks" of physical loss, for an amount not less than one hundred percent (100%) of the full replacement cost of the Building. Landlord may provide the insurance herein required in any blanket policy or policies which it carries. At the request of Tenant, Landlord shall furnish appropriate evidence to Tenant of the existence of such insurance and the payment of premiums by Landlord for the term of this Lease. At the request of Tenant, Landlord shall furnish Tenant with a certificate of insurance reflecting each policy of insurance required to be maintained by Landlord. Notwithstanding anything herein to the contrary, Landlord and Tenant shall, after notice with documentation of adequate financial responsibility, have the right to self-insure all or any portion of the amounts of insurance required to be maintained hereunder. The costs of insurance maintained by Landlord pursuant to this Section 12 shall be Common Area Charges.
- b. **Tenant's Insurance.** During the term of this Lease and, if coverage is not provided on an "occurrence" basis, for the applicable statute of limitations thereafter (for which statute of limitations Tenant's liability may be satisfied by Tenant purchasing appropriate "tail" coverage), Tenant shall, at its sole expense, carry and maintain comprehensive general liability insurance insuring Tenant against claims for injury, wrongful death, or property damage occurring in the Leased Premises with minimum policy limits \$1,000,000.00 per occurrence / \$3,000,000.00 aggregate on account of bodily injuries or death of one or more persons and property damage insurance. Landlord shall be named as an additional insured on each of said policies. At the request of Landlord, Tenant shall furnish Landlord with a certificate of insurance reflecting each policy of insurance required to be maintained by Tenant, which shall provide that, as to Landlord, such coverage shall not be terminated or modified except after 30 days' notice.



13. **Indemnification.** Tenant shall save, defend, indemnify and hold Landlord harmless from and against any expenses, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by any Tenant Person of any covenant or condition of this Lease, or as a result of any act or omission of any said Persons within or about the Premises or the Building, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, servants, employees, customers, visitors or licensees. For purposes of the foregoing indemnity, Tenant waives any immunity under any workers' compensation laws.

Landlord shall defend and indemnify Tenant against any expenses, loss, cost, damage, claim, action, or liability paid, suffered or incurred as a result of any breach by Landlord, Landlord's agents, servants, employees, customers, visitors or licensees of any representation, warranty, covenant or condition of this Lease or as a result of activities of Landlord occurring in the Building or the common areas, except to the extent caused by the gross negligence or willful misconduct of Tenant, its agents, servants, employees, customers, visitors or licensees.

14. **Utilities/Services.** Landlord shall, to the extent reasonably possible and at its own cost, provide separate metering for all utilities that serve the Premises. Tenant shall pay to the public utility companies all charges for gas, electricity, and other utility services consumed on the Premises. If a separate gas or water meter is not provided by Landlord, Tenant shall pay its Proportionate Share, based upon relative square feet of ground floor area under a common meter, of any water or gas consumed in the Premises, but Landlord shall separately meter any heavy water user(s) in the Building. Tenant shall have the right to designate the source of electric service (if there shall be more than one source), provided that Landlord shall not be obligated to construct any improvement to the Premises or to the Building in connection therewith. Tenant shall not be responsible for hookup charges, tap-in or tie-in fees or any special assessments in connection with any utility, including any sewage disposal system. If any utility company or governmental authority requires additions to, or replacement of, capital improvements (by way of example and not by limitation, sanitary sewer lines or water lines) to serve the Premises or the Building, the cost of the same shall be borne solely by Landlord. Landlord shall not be liable to Tenant and there shall be no abatement of Rent for interruption in or cessation of any utility service rendered to the Premises, except and to the extent the cause of such interruption in or cessation of utility service was within Landlord's reasonable control.

15. **Common Area Maintenance.**

- a. Landlord shall continuously furnish, manage and maintain in good operating condition and repair, and use commercially reasonable efforts to keep free from rubbish, debris, snow and ice, adequately drained, striped, and lighted in a safe and sanitary condition, the parking area(s) and the loading areas, sidewalks, landscaped areas, lighting facilities and other common areas of the Building (the "Common Areas"). The manner in which the Common Areas shall be maintained and operated and the expenditures therefor shall be at the reasonable discretion of the Landlord commensurate with the standards of the Building maintenance and operation, provided Landlord agrees to provide Tenant with adequate parking facilities and to keep the parking area lights on each night until no earlier than two (2) hours after sunset.
- b. Tenant and its concessionaries, officers, employees, contractors, agents, customers and invitees (collectively, "Invitees") shall have the non-exclusive right, in common with Landlord and all other tenants and their Invitees to use the Common Areas, subject to reasonable and uniformly enforced rules and regulations consistent with the provisions of



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this Lease as Landlord may impose. Tenant may maintain a trash dumpster within twenty (20) feet of the rear of the Premises. Landlord may at any time close temporarily any Common Area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking; and Landlord may do such other acts in the Common Areas as in its reasonable judgment may be desirable to improve its convenience.

- c. Landlord will pay all of the costs related to the ownership, maintenance and operation of the Building and Common Areas including lawn services, elevator services, waste collection services, cleaning services, lighting, sweeping, snow and ice removal, security, striping and insurance (not otherwise paid or provided for in Section 12). Tenant will reimburse Landlord for Tenant's Proportionate Share of such costs incurred by Landlord during or relating to the Term (the "Common Area Charges") as provided in section 15(g) below. Landlord shall be permitted to include within the Common Area Charges a management fee in an amount not to exceed five percent (5%) of the total Base Rent. Notwithstanding the foregoing, during the first three Lease Years, Tenant's Proportionate Share of Common Area Charges (not including property taxes) shall not exceed \$14,488 per year.
- d. There shall be excluded from Common Area Charges (i) the original capital costs of the Building and the original equipment serving the same, (ii) the capital costs of improvements, replacements, additions and alterations of the Common Areas and/or the capital costs for any expansion or remodeling of the Building, (iii) administrative charges or management fees except as permitted above, leasing commissions and professional fees and disbursements, (iv) expenses incurred due to the gross negligence or willful misconduct of Landlord, its agents or employees, (v) expenses related to or reimbursable by an individual occupant of the Building or to a particular occupant's space, (vi) reserves for repairs or replacements, (vii) costs incurred for repairs or replacements due to faulty construction or workmanship or due to the utilization of improper equipment or materials, (viii) costs and interest thereon related to violations by Landlord or the Building or any occupant of the Building (other than Tenant) of any governmental law, rule, regulation or order (including, without limitation, all environmental laws and regulations), (ix) advertising and promotional expenditures, (x) costs incurred for repairs or replacements necessitated by fire or other casualty, (xi) costs incurred by Landlord in complying with its obligations under Section 14, and (xii) principal and interest payments related to any financing of the Building. There shall be deducted from Common Area Charges the amount of any contributions for such charges paid by anyone having the right to use the Common Areas but not a tenant of the Building.
- e. Landlord and Tenant hereby agree that Tenant's Proportionate Share shall be 23.14%. Tenant's Proportionate Share is used to determine the amount of Tenant's payment of Common Area Charges, real estate taxes, and insurance under Sections 11, 12, and 15. Notwithstanding the foregoing, if any portion of Common Area Charges, real estate taxes or insurance costs are furnished or directly payable by an individual tenant as opposed to Landlord, the cost of the item(s) furnished or payable by such tenant shall not be included in Common Area Charges, real estate taxes or insurance costs, as the case may be, and the square footage of the tenant furnishing or paying for such item(s) shall not be included in the calculation of Tenant's Proportionate Share of such item(s). Tenant's Proportionate Share of Common Area Charges shall be apportioned for any period of less



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than twelve (12) calendar months so that Tenant's liability shall be only for such portions contained within the Term.

- f. On or before the first day of each month, Tenant shall pay to Landlord one-twelfth (1/12<sup>th</sup>) of its Proportionate Share of Common Area Charges. Within sixty (60) days following each calendar year, Landlord shall present Tenant with an annual itemization of all Common Area Charges for such calendar year and shall, upon Tenant's written request, furnish to Tenant copies of any paid bills for said expenses. If Tenant's Proportionate Share of Common Area Charges is less than the estimated payments for such year, Landlord shall refund the excess to Tenant simultaneously with Landlord's delivery of the annual statement. If Tenant's Proportionate Share of Common Area Charges is greater than the estimated payments for such year, Tenant shall remit the balance due to the Landlord within thirty (30) days after receiving said statement. Notwithstanding the foregoing, Tenant shall have no obligation to remit any such balance if Tenant does not receive the annual itemization within one hundred twenty (120) days following the end of such year, or if Landlord does not furnish tenant upon Tenant's request with copies of any paid bills evidencing Common Area Charges. After receipt of each such annual statement, Tenant shall make estimated payments of its Proportionate Share of Common Area Charges based upon the most recent annual itemization of Common Area Charges furnished to Tenant.
- g. Tenant and its agents shall be entitled to examine, copy, and audit Landlord's books upon fifteen (15) days prior notice to Landlord given within sixty (60) days after Landlord's delivery of the annual itemization required by Section 15(f) and shall have sixty (60) days from the date of such notice to make written objection to any such itemization. If Tenant shall fail to make timely request for audit or an objection, Tenant shall have waived any right thereafter to contest the same. Tenant may not refrain from payment pending receipt of any such audit results. If an audit reveals an overpayment by Tenant, the overpayment shall be promptly refunded to Tenant. If the audit shows that any statement rendered by Landlord is overstated by more than five percent (5%), Landlord shall pay Tenant, in addition to any overpayment, the costs of such audit. If any amount payable under this Section 15(g) is not paid by Landlord within thirty (30) days after receipt of an invoice, Tenant may offset such amount against Rent.
16. **Signs.** Landlord shall provide, at Tenant's expense, Tenant's name in the directory signage in the lobby of the Building and building standard suite entry signage. Tenant may install on the Premises, at Tenant's expense, its standard signage. Tenant may also install, at Tenant's expense, a tenant panel, on the monument signage located in front of the Building. Tenant may also install, at Tenant's expense, Tenant's logo, hours of operation and emergency contact information on the door or glass of the Premises. All signage shall be subject to Landlord's approval, such approval shall not be unreasonably withheld, conditioned or delayed.
17. **Entry.** Landlord shall notify Tenant 24 hours in advance of entry to Premises; provided, however, that no such notice shall be required in the event of an emergency. Nothing herein shall waive, modify, or obviate Landlord's obligations pursuant to Section 38.
18. **Parking.** During the Term of this Lease, Tenant shall have (i) four reserved parking spaces, and (ii) the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.



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Landlord reserves the right to designate parking areas for Tenant Persons. There will be no additional charges for parking.

19. **Building Rules.** The Tenant agrees to comply with all laws, ordinances, orders, rules and regulation (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Premises. Except to the extent that the rules may conflict with this Lease, the Tenant will comply with the reasonable rules of the Building adopted and altered (so long as such rules are applied consistently to all tenants within the Building) by the Landlord from time to time for the safety, care and cleanliness of the Premises and Building and for preservation of good order therein, if copies of which are delivered to Tenant.
  
20. **Damage and Destruction.** If the Premises, common areas or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, and such damage either cannot reasonably be repaired within six (6) months or occurs within one year of the expiration of the Term, then each of Landlord and the Tenant shall have the right, within ninety (90) days following damage, to elect by written notice to the other party to terminate this Lease as of the date of such notice. In the event neither Landlord nor Tenant elect to terminate this Lease pursuant to the preceding sentence, and in all events in the case of minor damage to any part of the Premises or common areas, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays, whether resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which may cause delay to such repairs, unless such delays are caused by Landlord. Tenant shall be entitled to an abatement of rent during any portion of the Lease Term that the Premises, or any portion thereof, are unusable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes based on the portion so unusable or unfit. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Landlord's or Tenant's reasonable control and which renders the Premises, common areas, or any appurtenance thereto, unusable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.
  
21. **Default by Tenant.** If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord or shall occur more than twice in any twelve month period, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for more than thirty (30) days after receipt by Tenant of notice thereof in writing from Landlord specifying in detail the nature of such default and fail to commence and thereafter diligently prosecute a cure to such default, Landlord may declare the Term of this Lease ended and terminated and collect any unpaid rentals by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said Premises and take possession thereof. Notwithstanding the foregoing, if the nature of the default is such that it cannot be cured within said thirty (30) day period, Tenant shall not be in default hereunder if Tenant shall commence to cure such breach and thereafter rectify and cure such breach with due diligence. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.



22. **Default by Landlord.** If Landlord shall default in fulfilling any of the covenants or provisions of this Lease on its part to be performed and shall fail to remedy the default within thirty (30) days after Landlord shall have received written notice from Tenant of such default, then, in addition to all rights, powers and remedies permitted to Tenant by law and in equity, Tenant shall have, without limiting the generality of the foregoing, the right to: (a) remedy Landlord's default and charge Landlord for the cost of remedying the default by withholding Rent or otherwise; or (b) terminate this Lease upon written notice to the Landlord effective either on the date of such notice or on any later date specified in such notice. Tenant's obligation under this Lease including, without limitation, Tenant's obligation to pay Rent or make any other payments to Landlord under this Lease shall cease, and this Lease shall terminate on the date specified in the notice. Notwithstanding anything to the contrary herein, if a Landlord default occurs consisting or amounting to dispossession of the Tenant, Tenant may immediately elect to exercise its remedies hereunder irrespective of any Landlord cure period hereunder. All of Tenant's rights, as stated in this Lease, are cumulative and additional to any other remedy that the Tenant might have at law or in equity.
23. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term of this Lease. ~~Landlord further warrants that the building is in compliance with the Americans with Disabilities Act.~~ *3f* *[Signature]*
24. **Surrender.** Prior to termination of this lease, Tenant shall, if requested by Landlord, remove or tag for future use any and all wiring and cabling installed and/or used by Tenant. Tenant shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the lease or any prior lease between the parties for the Premises, or as they were modified during said term with Landlord's written consent, reasonable wear and tear only excepted, and Tenant shall be deemed to be encumbering the Premises until it delivers the Premises to Landlord in the condition required under this lease. Any of Tenant's property that remains in the Premises upon termination of the lease shall be deemed abandoned and shall be disposed of as Landlord sees fit, with no liability to Tenant for loss or damage thereto, and at the sole risk of Tenant. Landlord may remove and store any such property at Tenant's expense; retain same under Landlord's control; sell same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to Landlord until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Landlord.
25. **Holding Over.** If Tenant continues to occupy, control or encumber all or any part of the Premises after the expiration or earlier termination of the Term, without the execution by Landlord and Tenant of a new Lease or an extension of this Lease, then Tenant shall be deemed to be holding over the Premises on a month-to-month basis and shall remain subject to all of the covenants and obligations of the Lease, except that Base Rent shall be 125% of the Base Rent most recently in effect for the first three months after expiration of the Term and 150% of the Base Rent commencing on the first day of the fourth month after expiration of the Term. Tenant shall have the right to holdover for a period of three months after expiration of the Term with Base Rent as provided in the preceding sentence except in the event this Lease is terminated due to default on the part of Tenant. LESSEE's control, occupancy or encumbrance of all or any part of the Premises beyond noon on the last day of any such monthly rental period shall constitute LESSEE's occupancy for an entire additional month, and increased payment as provided in this



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29. **Brokers.** Landlord and Tenant represent and warrant to the other that they have dealt only with SVN/The Urbanek Group and CBRE/The Boulos Company (“**Broker**”) in connection with this Lease and that, insofar as they know, no other person negotiated or is entitled to any commission in connection with this Lease. Landlord will pay any commission owed to Broker, and each of Landlord and Tenant will save, indemnify, defend and hold the other harmless from and against all claims (and costs of defending against and investigating such claims) of any broker or other person in connection with this Lease based on the acts of the indemnifying party.
30. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
31. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
32. **Successors.** The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.
33. **Final Agreement.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by the written consent of the parties hereto.
34. **Governing Law.** This Lease shall be governed, construed and interpreted by, through and under the laws of the State of Maine.
35. **Miscellaneous Provisions.**
- a. The fact that this Lease may have been prepared by either Landlord or Tenant, or by the attorneys for either party, shall not justify the resolving of whatever, if any, doubt there may be against said party.
  - b. If any provision of this Lease shall be or become prohibited under any applicable law(s), then the remaining provisions of the Lease shall remain in full force, unless an essential purpose of this Lease would be defeated by the loss of any such prohibited provision.
  - c. In the event that it shall become necessary for Landlord or Tenant to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the other party the prevailing party in any such action shall be entitled to recover all reasonable attorney’s fees.
  - d. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER (“FED”) ACTION OR OTHER PROCEEDING BROUGHT BY LANDLORD OR LANDLORD’S



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section shall be due and payable immediately in advance. LESSOR's acceptance of any payments from LESSEE during such extended occupancy shall not alter LESSEE's status as a tenant at sufferance beginning on the first day of the fourth month after expiration of the Term, or immediately in the case of termination for default.

26. **Condemnation.** If any legally, constituted authority condemns the (i) Building or such part thereof which shall make the Premises unsuitable for leasing, (ii) any part of the parking areas serving the Building such that the parking ratio provided for in Section 18 is not available to Tenant or (iii) any part of the common areas, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

27. **Subordination and Estoppel.** The parties hereby acknowledge and agree that this Lease shall be subordinate to any current or future mortgages on the Building and Tenant shall execute any instrument requested by Landlord or any mortgagee of Landlord provided that in the event of foreclosure, or any similar proceeding, of any mortgage encumbering the property upon which the Premises are located, or any conveyance in lieu of such foreclosure, which foreclosure or conveyance occurs prior to the expiration date of this Lease, including any extensions or renewals hereof, and so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease beyond any applicable grace or cure period, Tenant shall not be disturbed in the quiet and peaceful possession of the Premises.

The parties agree that they will from time to time upon request by the other party (the "Requesting Party") execute and deliver to such persons as the Requesting Party shall request an estoppel stating that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that the Requesting Party is not in default hereunder (or stating the nature of any alleged default).

28. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

31 Court Street Associates, LLC  
c/o Bill Johnson  
P.O. Box 559  
Old Orchard Beach, ME 04064

If to Tenant to:

The Counseling Center  
c/o LifeStance Health  
Attn: Danish Qureshi  
10655 NE 4th Street  
Suite 901  
Bellevue WA 98004

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.





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SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

36. **Force Majeure.** Neither Landlord nor Tenant shall incur liability to the other with respect to, and shall not be responsible for any failure to perform, any of their respective obligations hereunder if such failure is caused by any reason beyond the control of either party, and shall also include, but not be limited to, reason of strike, other labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for either party to perform any of its respective obligations shall be extended by the amount of time the responsible party is delayed in performing such obligation by reason of any such occurrences.
37. **Exhibits.** All exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein. The exhibits attached hereto are listed as follows:
- Exhibit A – Floor Plan
38. **Confidentiality of Medical Records.** Inasmuch as the nature and practice of Tenant’s business involves the use and maintenance of private and confidential medical records and other individually-identifiable health information, Landlord hereby covenants, warrants, and agrees that neither Landlord, its employees, agents, contractors, invited guests, or assigns shall view, inspect, observe, read, examine, document, copy, disseminate, distribute, or otherwise disclose confidential medical records and/or other individually-identifiable health care information that may be located, stored, or otherwise maintained at or on the Premises, regardless of the nature, source, or storage medium of said confidential information. Landlord shall notify Tenant of any entry into the Premises made by Landlord and/or its employees, agents, contractors, invited guests, or assigns. In the event that Landlord and/or its employees, agents, contractors, invited guests, or assigns enters the Premises, Landlord covenants, warrants, and agrees that said party shall at all times maintain the confidentiality of any and all medical records and/or other individually-identifiable health care information to which said party may have access, and Landlord shall ensure that any and all persons entering the Premises at its request or acquiescence, by its authority, or on its behalf shall strictly abide by the terms of this section. Landlord further agrees to immediately notify Tenant of any violation of this section or other compromise of private and confidential medical records and/or other individually-identifiable health information belonging to Tenant of which Landlord becomes aware. Landlord also agrees to execute any additional confidentiality agreement(s) subsequently requested by Tenant as required by the federal government under the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). Notwithstanding the foregoing, Landlord shall have no liability in respect of or arising out of any information, records or other material Tenant shall leave at the Premises after expiration of the Term. Tenant shall, prior to expiration, remove all such information, records and other material and shall save, defend, indemnify and hold Landlord harmless from and against all cost, expense or liability arising out of Landlord’s possession, handling, destruction, storage or other actions in respect of any information, records or other material not so removed.



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39. **No Remuneration for Referrals.** Nothing in this agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient to Tenant. This agreement is not intended to influence the judgment of any person in choosing the provider appropriate for the proper treatment and care of the patient. No party to this agreement shall receive any compensation or remuneration for arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or which otherwise may be deemed to violate any federal or state law.
40. **Tenant Expansion Right; Exclusivity.** Provided that (a) Tenant is not in default beyond any applicable notice or cure period under any of the terms and conditions of this Lease at the time of Landlord's notice regarding the ROFO Space (defined hereinbelow) and (b) Tenant has not assigned this Lease or sublet any portion of the Premises (except as consented to by Landlord), during the term hereof, Tenant shall have the right of first offer to lease any space that becomes available on the second (2<sup>nd</sup>) floor of the Building (the "ROFO Space"). Landlord shall give Tenant written notice of the availability of the ROFO Space and Landlord's good-faith estimate of the fair market rent (based on the then remaining Term and any Renewal Term (s)) at which such space will be offered. Tenant shall have fifteen (15) business days from the receipt of Landlord's notice to notify Landlord in writing whether it will lease the ROFO Space at the rent and term specified in Landlord's notice ("Offered Terms"). In the event that Tenant declines the offer to lease the ROFO Space or fails to notify Landlord within said ten (10) business days, Landlord shall be free, for a period of nine (9) months to rent the ROFO Space on terms no less favorable to Landlord than the Offered Terms. If Landlord does not enter into a lease of the ROFO Space within such nine (9) period, or if the same or other space subsequently becomes available on the second (2<sup>nd</sup>) floor of the Building during the term hereof, the same shall be ROFO Space subject to the provisions of this Section 40. In addition, provided that the Tenant is not in material default beyond any applicable cure periods, Landlord shall not permit any mental health or behavioral health service providers tenancy in the Building during the term of this Lease or any extensions thereof

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the day and year first above written.

**Landlord**  
31 COURT STREET ASSOCIATES, LLC

By:   
William Johnson

**Tenant**  
THE COUNSELING CENTER OF NASHUA,  
INC.

By:   
\_\_\_\_\_

Name: Danish Qureshi  
Title: Chief Growth Officer

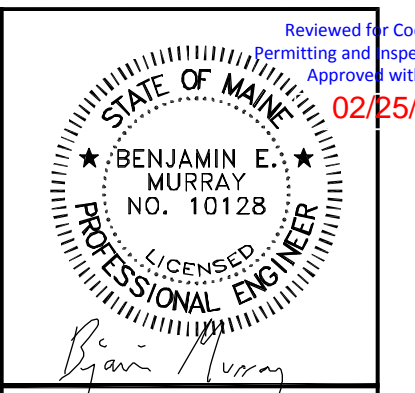


Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

**02/25/2019**

**EXHIBIT "A"**

**FLOOR PLAN**



**ENGINEERING SURVIVING**  
**E.S. COFFIN**  
 E.S. COFFIN ENGINEERING & SURVEYING, INC.  
 432 Com. Road, P.O. Box 4687, Augusta, Maine 04310  
 Ph. (207) 623-9475 Fax (207) 623-9016 Toll Free 1-800-244-9475

- ### PLAN SUBMISSION NOTES
1. THIS PLAN IS FOR CITY OF PORTLAND BUILDING CODE, LIFE SAFETY CODE, ADA, FIRE MARSHAL AND OCCUPANCY APPROVAL ONLY.
  2. PLAN BASED ON PLAN PROVIDED BY THE OWNER.
  3. THE PLUMBING, ELECTRICAL, AND MECHANICAL DESIGN OF THE BUILDING IS BY THE OWNER.
  4. IBC 2009 USE GROUP: BUSINESS (B)
  5. 2009 NFPA LIFE SAFETY OCCUPANCY: BUSINESS
  6. CONSTRUCTION TYPE: TYPE III (UNPROTECTED)
  7. EXISTING BUILDING EQUIPPED WITH A NFPA 13 FIRE SUPPRESSION SYSTEM. SYSTEM TO BE MODIFIED AND TESTED AS NEEDED FOR THE PROPOSED RENOVATION.
  8. MAP 112 LOT E007
  9. ZONE B2: NO SETBACK REQUIRED ABUTTING NON-RESIDENTIAL USE.

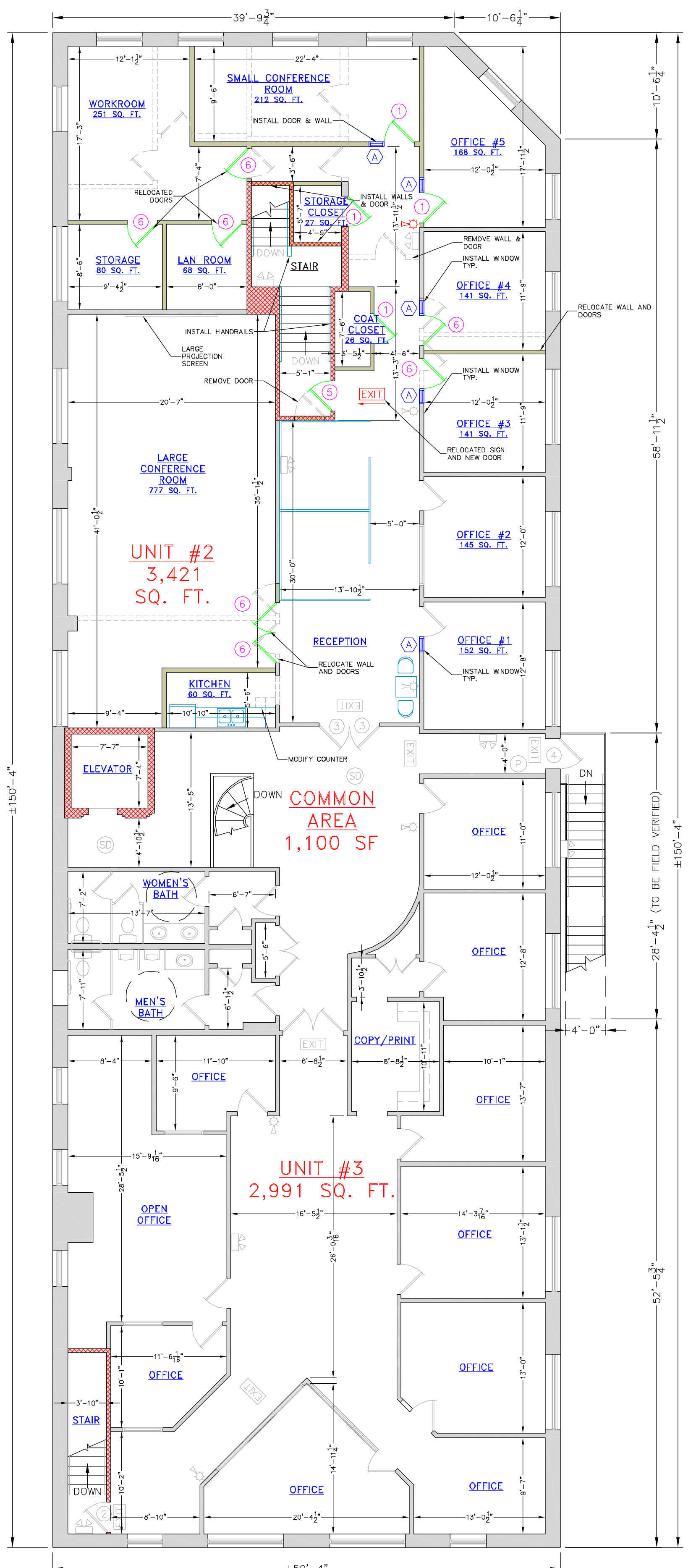
- ### LEGEND
- EXISTING WALL
  - EXISTING 1-HR. FIRE RATED WALL
  - EXISTING WALL TO BE REMOVED
  - PROPOSED WALL
  - PROPOSED 1-HR. FIRE RATED WALL
  - EXISTING EXIT SIGN
  - EXISTING EMERGENCY LIGHTING
  - EXISTING SMOKE DETECTOR
  - EXISTING FIRE ALARM PULL HANDLE
  - PROPOSED EXIT SIGN
  - PROPOSED EMERGENCY LIGHTING
  - PROPOSED FIRE EXTINGUISHER
  - PROPOSED FIRE ALARM PULL HANDLE

### DOOR SCHEDULE

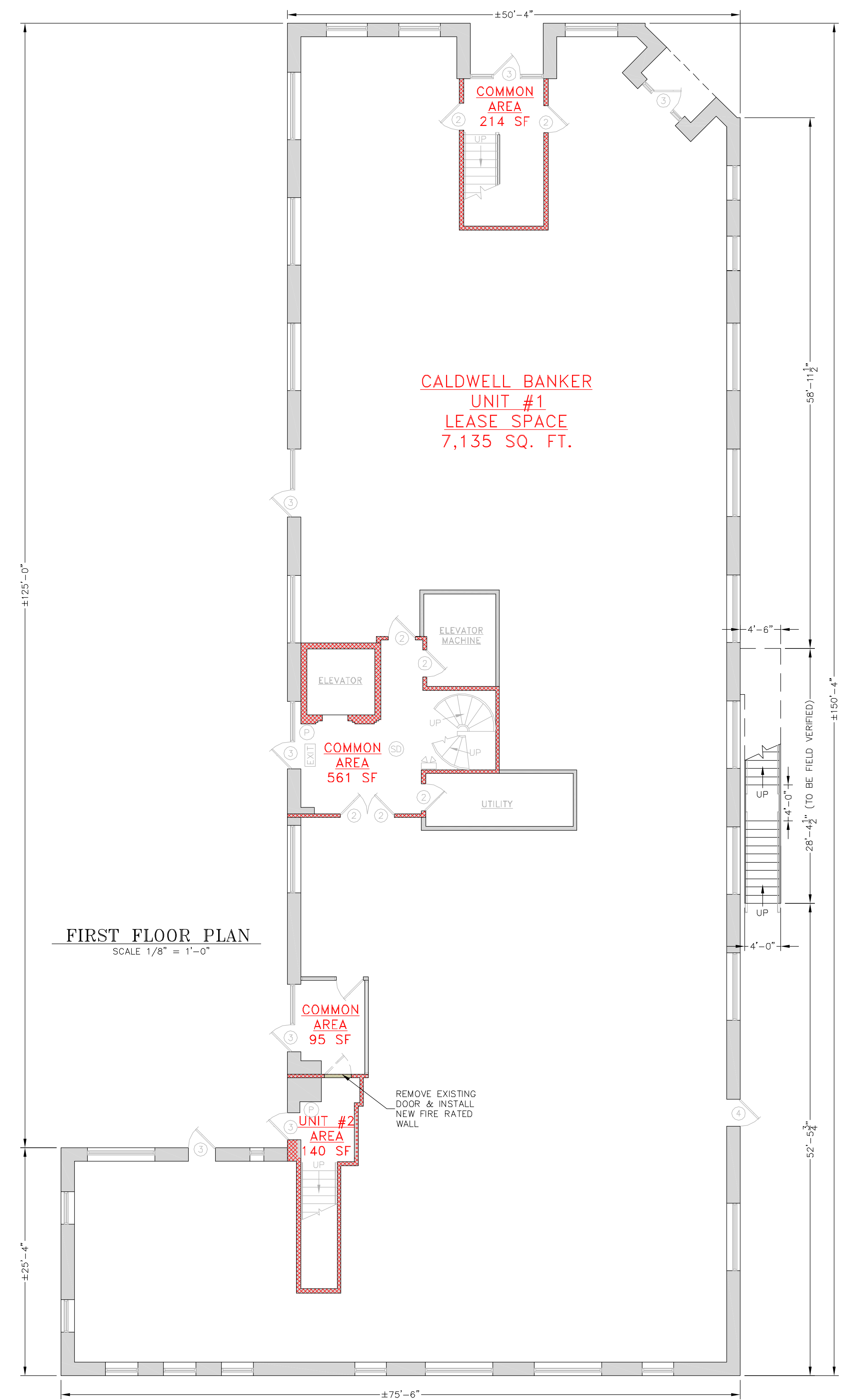
NO.	QTY.	SIZE	TYPE	FRAME	REMARKS
1	4	3'-0" x 6'-8"	NEW SOLID WOOD	METAL	HINGES, LEVER HARDWARE, ENTRY LOCKSET
2	8	3'-0" x 6'-8"	EXISTING SOLID WOOD FIRE RATED	METAL	HINGES, LEVER HARDWARE, CLOSER, 60-MIN. FIRE RATED
3	9	4'-0" x 6'-8"	EXISTING FULL GLASS STOREFRONT	METAL	HINGES, D-RING HANDLE, PUSH-BAR, CLOSER, ENTRY LOCKSET
4	2	3'-0" x 6'-8"	EXISTING METAL INSULATED	METAL	HINGES, LEVER HARDWARE, CLOSER, PANIC HARDWARE, ENTRY LOCKSET
5	1	3'-0" x 6'-8"	NEW SOLID WOOD FIRE RATED	METAL	HINGES, INTERIOR PANIC HARDWARE, EXTERIOR LEVER HARDWARE, ENTRY LOCKSET, CLOSER, 60-MIN. FIRE RATING
6	7	3'-0" x 6'-8"	RELOCATED SOLID WOOD	METAL	HINGES, LEVER HARDWARE, ENTRY LOCKSET

### WINDOW SCHEDULE

NO.	QUANTITY	UNIT DIMENSION	TYPE	FRAME
A	5	1'-6" x 6'-8"	FIXED TEMPERED SIDE LITE	METAL



SECOND FLOOR PLAN  
 SCALE 1/8" = 1'-0"



FIRST FLOOR PLAN  
 SCALE 1/8" = 1'-0"

NO.	REVISIONS	DATE
5	REVISED WORKROOM WALL	10/03/14
4	REVISED LAYOUT PER COMMENTS	09/29/14
3	REVISED LAYOUT	07/10/14
2	REVISED STAIRWELL	06/24/14
1	REVISED PER COMMENTS	06/06/14

CLIENT & PROJECT: 53 BAXTER BOULEVARD 51 BAXTER LLC  
 LOCATION: 53 BAXTER BOULEVARD  
 TOWN: PORTLAND COUNTY: CUMBERLAND STATE: MAINE  
 PROJ. NO. 2014-119