

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

Location of Construction: 629 Forest Ave		Owner: Shekinah Co. LLC		Phone:		Permit No: <b>000871</b>	
Owner Address: P.O. Box 1088 Windham, ME 04062		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: Bruce Hurber		Address: 444 St. John's St, Portland		Phone:		Permit Issued:  AUG 14 2000	
Past Use:  Commercial / Office space		Proposed Use:  Commercial / Hair Salon		COST OF WORK: \$0.		PERMIT FEE: \$30.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <b>B</b> Type: <b>35</b> <b>BOCA 99</b>	
Proposed Project Description:  Create small box to hold beauty salon sink				Signature:		Signature: <i>Huffman</i>	
				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Zone: <b>B-2b</b> CBL: 125- N-005	
				Action: Approved <input type="checkbox"/>		Zoning Approval: <i>of with conditions</i>	
				Approved with Conditions: <input type="checkbox"/>		Special Zone or Reviews: <input type="checkbox"/> Shoreland <i>S d/100</i>	
				Denied <input type="checkbox"/>		<input type="checkbox"/> Wetland	
Permit Taken By: <b>Gayle</b>		Date Applied For: <b>July 28, 2000 GG</b>		Signature:		Date:	
						<input type="checkbox"/> Flood Zone	
						<input type="checkbox"/> Subdivision	
						<input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	

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

\*\*\* Call Jean Claude @ 774-1693

**PERMIT ISSUED WITH REQUIREMENTS**

**CERTIFICATION**

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

July 28, 2000

SIGNATURE OF APPLICANT ADDRESS: DATE: PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:

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

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

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

Date: *S*

**PERMIT ISSUED WITH REQUIREMENTS**  
**CEO DISTRICT**

2

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

**Building or Use Permit Pre-Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto**

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

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

Location/Address of Construction (include Portion of Building): <u>624 Forest Avenue Portus</u>			
Total Square Footage of Proposed Structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# <u>125</u> Block# <u>N</u> Lot# <u>005</u>		Owner: <u>Jean Claude Poulin</u> agent <u>Elizabeth Magnessan</u>	Telephone: <u>507-774-1693</u> <u>Magnessan Realty</u>
Owner's Address: Name & Address <u>Shekinah Co. LLC</u> <u>PO 1088 Windham me</u> <u>04062</u>	Lessee/Buyer's Name (If Applicable)		Cost Of Work: <u>\$0</u> Fee: <u>\$3000</u>
Proposed Project Description: (Please be as specific as possible) <u>To creat small Box to hold Beauty Salon sink</u>			
Contractor's Name, Address & Telephone <u>Bruce Hurley 444 St John's St Pat</u>			Rec'd By <u>GP</u>
Current Use: <u>office space</u>		Proposed Use: <u>Hair Salon</u>	

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

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

You must Include the following with you application:

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

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

-4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

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

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

**Certification**

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

Signature of applicant: <u>Jean Claude Poulin</u>	Date: <u>8/28/2000</u>
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.  
Additional Site review and related fees are attached on a separate addendum

**RECEIVED**  
8/28/2000  
IF available also submit Plans on ADOBE in CAD format

\*\* Call Jean Claude 774-1693



BUILDING PERMIT REPORT

DATE: 29 July 2008 ADDRESS: 629 Forest Ave. CBL: -12.5-N-005

REASON FOR PERMIT: Build cabinet for salon sink

BUILDING OWNER: Shekinah Co. LLC

PERMIT APPLICANT: CONTRACTOR Bruce Herber

USE GROUP: B CONSTRUCTION TYPE: 5B CONSTRUCTION COST: PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: \*1 \*27 \*36 #31

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, T into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.



19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

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

20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)

21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.

22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.

23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)

24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".

25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.

26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).

\* 27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.

28. All requirements must be met before a final Certificate of Occupancy is issued.

29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).

30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)

31. Please read and implement the attached Land Use Zoning report requirements.

*Separate permits are required for any new signage.*

32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.

33. Bridging shall comply with Section 2305.16.

34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)

35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).

\* ~~36. This permit does not authorize any change of use. If a change of use is required a new permit shall be applied for.~~

P. Samuelson, Building Inspector

Cc: Lt. McDougall, PFD

Marge Schmuckal, Zoning Administrator

PSH 1/2600

\*\*On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.

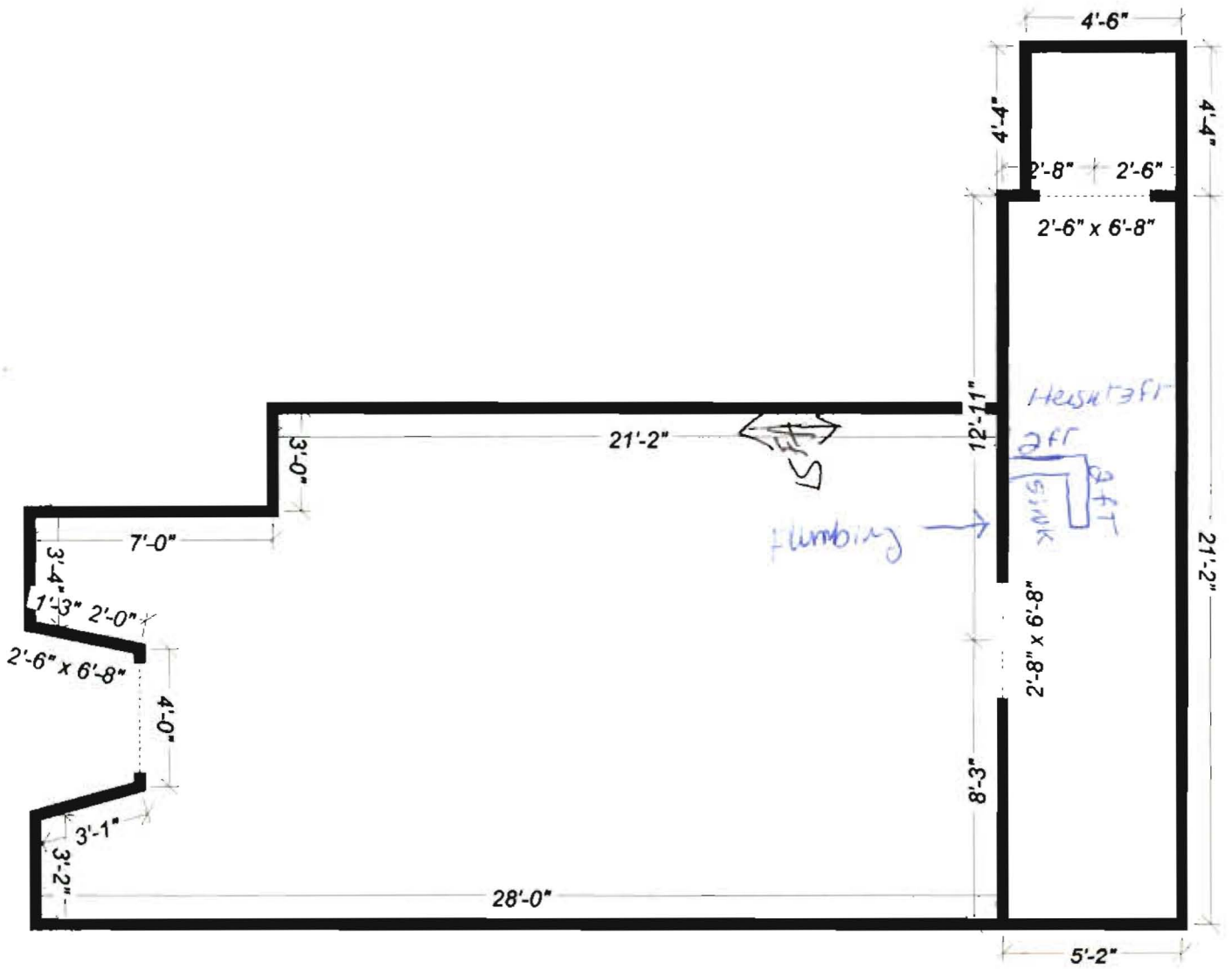
...THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD.

\*\*\*\*CERTIFICATE OF OCCUPANCY FEE \$50.00

\*\*\*\* ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE ) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT.2000, OR EQUIVALENT.

A small Box will be created to house a salon stamped sink

uses the same plumbing requirements



Buen  
2333746

LEASE

This Lease made this 7 th day of April, 2000, and between Shekinah Co., LLC, having a principal place of business at P.O. Box 1088, Windham, Maine 04062, (hereinafter referred to as the "Landlord"), and Jean-Claude Poulin, with a home address of 19 Cumberland Road, South Portland, Maine 04106 (hereinafter referred to as the Tenant).

WITNESSETH AS FOLLOWS:

1. PREMISES. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this Lease, premises as described: Approximately 622sf retail space at 629 Forest Avenue, Portland, Maine 04101.

2. TERM. The term of this Lease shall be for a period of five(5) years beginning on August 1, 2000, and ending on July 31, 2005.

3. BASE RENT. The Tenant during the term of this Lease shall pay to the Landlord rent for the demised premises at the following described rent. Said rent shall be paid in advance without notice or demand on the first day of each month. Base rent shall commence on August 1, 2000. The first months rent shall be paid upon Lease signing.

RENT PERIOD	RENT PAYMENT	
August 1, 2000 – July 31, 2001	\$7,200.00/yr	\$600.00/mo.
August 1, 2001 – July 31, 2002	\$7,416.00/yr	\$618.00/mo.
August 1, 2002 – July 31, 2003	\$7,638.48/yr	\$636.54/mo.
August 1, 2003 – July 31, 2004	\$7,867.63/yr	\$655.64/mo.
August 1, 2004 – July 31, 2005	\$8,103.66/yr	\$675.31/mo.

Tenant will have option to renew for one (1) additional five(5) year term with same terms and conditions except for base rent. Tenant will give Landlord six (6) months written notice of intent to renew. Prior to the date Tenant is required to give such notice, the base rent will be renegotiated to reflect the current market rent.

This is a GROSS LEASE. No additional rent shall be charged for real estate taxes, insurance or operating expenses. Tenant will be responsible for costs of separately metered utilities

There shall be a late charge of \$10.00 per day for monthly rentals paid more than ten days after due date.

4. IMPROVEMENTS.

The Landlord shall provide the following improvements to the space: None

The Tenant is authorized to make the following improvements to the space: Install all necessary wiring and plumbing in order to conduct its business.

Tenant shall not make any major alterations or additions to the demised premises without the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. All such allowed alterations, additions or other improvements shall be at the Tenant's sole expense, shall be constructed in good and workmanlike manner, and shall conform to all building and other codes and regulations applicable thereto. The Tenant shall not permit any mechanics' liens, or

4. IMPROVEMENTS. (CONTINUED)

similar liens, to remain upon the demised premises for labor and material furnished to the Tenant or claimed to have been furnished to the Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant, and shall cause any such lien to be released of record forthwith without cost to the Landlord. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

5. UTILITIES AND TAXES. The Tenant, during the term of this Lease, shall pay, before delinquency, all charges or assessments for: Electric and any other utilities contracted by Tenant. Tenant will pay all personal property taxes assessed with respect to all personal property in and at the premises.

6. PERMITTED USES. The Tenant shall use the demised premises only for the purpose of a Hair Salon, including retail sales and Photography Studio.

7. COMPLIANCE WITH LAWS. The Tenant acknowledges that no trade or occupation shall be conducted in the demised premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city in which the premises are situated.

8. HAZARDOUS MATERIALS. Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products ( the "Hazardous Materials" ) which Tenant its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises Tenant will : (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials ; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off - site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state, or local law; (iv) that Tenant will at all reasonable times permit Landlord or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, Tenant will at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) tenant further agrees to deliver the leased premises to landlord at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. Tenant further agrees to hold harmless and indemnify Landlord for and against any and all claims, loss, cost, damages and expenses, including attorneys' fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this article. The terms of this article shall expressly survive the expiration or earlier termination of this lease.



9. FIRE INSURANCE. The Tenant shall not permit any use of the demised premises which will make voidable any insurance on contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. It is acknowledged and understood by Tenant and Landlord that such fire insurance for fire and extended coverage as Landlord elects to purchase shall be for the sole benefit of the Landlord, and that such insurance shall not cover Tenants' personal property, trade fixtures, leasehold improvements, and other appurtenances, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same.

10. ACCEPTANCE OF PREMISES, REPAIRS, ALTERATIONS, MAINTENANCE. The Tenant by taking possession of the Premises, shall accept and shall be held to have accepted same as suitable for the use intended by the Tenant. Tenant shall, at its own expense, keep and maintain the Premises and appurtenances and every part thereof in good order. Building mechanicals and exterior of the Premises will be repaired by the Landlord. For purposes of this Lease, all glass, including but not limited to door and window glass, shall be deemed part of the Premises, and not part of the exterior. Tenant shall at once report in writing to the Landlord any defective condition known to him which the Landlord is required to repair, and the failure to so report shall make the Tenant responsible for damages resulting from such defective condition. Provided, however, any such repair made necessary by the fault or neglect of the Tenant, or its employees, visitors, agents or contractors shall be made by Tenant at Tenant's expense. The Tenant shall not permit the demised premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant will institute a no smoking policy.

11. ASSIGNMENTS. Tenant shall not, without the prior written consent of Landlord, assign this Lease, or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the tenant. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only on the prior written consent of the Landlord. Subtenants or assignees shall be liable to the Landlord for all obligations of the Tenant hereunder, including, but not limited to, any increase in Landlord's insurance premium previously or thereafter charged because of such change in Tenant. Such payment shall be made thirty (30) days after payment by Landlord and shall be considered additional rent hereunder. Provided, however, that notwithstanding any consent at any time given, the Tenant shall remain as fully liable hereunder as if no subletting had taken place. Provided further, that Landlord, prior to such subletting shall have the right to require that all (or any portions) of the Premises which Tenant proposes to sublease or as to which Tenant proposes to assign this Lease (if interest which controls Tenant) be surrendered to Landlord for the term of the proposed sublease or assignment in consideration of the appropriate pro rata adjustment of, or cancellation of, the Tenant's obligations hereunder.

12. TERMINATION NOT TO AFFECT LIABILITY FOR RENT. No abandonment of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to the termination thereof.

13. SIGNS. Tenant shall not paint or place any signs, displays, advertising devices, or other things upon the windows of the Premises or at any other location in, upon or about the Premises or the Building, without first obtaining written approval from the Landlord, approval not to be unreasonably withheld.



14. SUBORDINATION. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments or liens on the property of which the demised premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LANDLORD'S ACCESS. The Landlord or agents of the Landlord, may at reasonable times, with prior notice, enter to view the demised premises and may make repairs and alterations as the Landlord should elect to. Landlord may at any time within six (6) months before the expiration of the term, show the demised premises to others and may affix for lease signs to any suitable part of the demised premises or property of which the demised premises are a part and keep the same so affixed without hindrance or molestation.

16. TENANTS' LIABILITY INSURANCE. The Tenant shall maintain with respect to the demised premises and the property of which the demised premises are part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000.00) with property damage insurance in limits of One Hundred Thousand Dollars (\$100,000.00) in responsible companies qualified to do business in Maine and in good standing therein insuring the Landlord as well as the Tenant against injury to persons or damage to property as provided. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policy shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

17. FIRE, CASUALTY, EMINENT DOMAIN.

(a) If at any time during the term of this Lease, the Premises shall be damaged or destroyed in whole or in part by fire or other cause, or taken in whole or in part under the power of eminent domain, then Landlord, at its own cost and expense, may at its option, repair and restore the Premises to the extent possible within the limits of insurance proceeds or condemnation award made available for such repair within a period of time, which, under all prevailing circumstances shall be reasonable. In such event and only if space remaining is useable for Tenant's business, this Lease shall remain in full force and effect except rent payable hereunder, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs shall interfere with the business carried on by Tenant in the Premises. The foregoing notwithstanding, if the Premises are damaged due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. In no event shall Landlord be required to repair any injury or damage by fire or other cause, or to make repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant. All damages awarded for such taking under the power of eminent domain shall belong to Landlord. If Landlord shall elect not to restore the Premises, as evidenced by written notice to Tenant, this Lease and the term hereof shall terminate.

(b) If this Lease is terminated pursuant to any provision of this Section, Tenant shall surrender to Landlord the Premises in accordance with the provisions of Section 18. All rent and other sums payable hereunder shall be apportioned as of the date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

18. DEFAULT AND BANKRUPTCY. In the event that:

a. The Tenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof or,

b. The Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice hereof; or,

c. The Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to reenter and take complete possession of the demised premises, to declare the term of this Lease ended, and remove the Tenant's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions of any paragraph of this Lease, the Landlord without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

19. NOTICE. Any notice from the Landlord to the Tenant relating to the demised premises or to the occupancy thereof, shall be deemed duly served, if left at the demised premises addressed to the Tenant, or, if mailed to the demised premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord relating to the demised premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices shall be paid and sent to the Landlord at P.O. Box 1088, Windham, Maine 04062.

20. SURRENDER. The Tenant shall at the expiration of this Lease remove all of the Tenant's goods and effects from the demised premises within fourteen (14) days. The Tenant shall deliver to the Landlord all keys, locks thereto; and other fixtures which Landlord does not request Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the premises, the Landlord is hereby authorized, without liability to the Tenant for loss or damage thereto, and at the sole risk of the Tenant, to remove and store any of the property at the Tenant's expense, or to retain the same under the Landlord's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.



21. NO WAIVER. No failure of the Landlord to exercise any power conferred hereunder, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those otherwise provided by law.

22. ATTORNEYS' FEES. If it is necessary for the Landlord to institute legal proceedings against the Tenant for breach of any covenant or condition of this Lease, then, in such event, the cost of such proceeding, including attorneys' fees shall be deemed to be an additional rent as hereby reserved, and the Landlord shall have the same rights and remedies as though such additional rent were part of the base rental due the Landlord under this Lease.

23. DEPOSIT. The Landlord acknowledges receipt from the Tenant of a security deposit of \$600.00. At the end of the lease terms the deposit will be returned to Tenant provided the premises are left "broom clean" and provided Tenant has not been in default of this Lease.

24 DEFINITION. The terms "Landlord" and "Tenant" as used herein shall include their respective successors, assigns, agents and servants, where the context so admits.

IN WITNESS WHEREOF, The Landlord and Tenant have caused this Lease to be executed in duplicate on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In The Presence Of:

\_\_\_\_\_

  
Landlord P.O.A.

\_\_\_\_\_

  
Tenant