



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 45 DARTMOUTH ST CBL 127 A004001
Issued to 49 Dartmouth Llc Date of Issue 01/14/2010

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 09-1037, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Left Half 1 Story Structure

APPROVED OCCUPANCY

Recreation Assembly (A-3)
Use Group A3
IBC 2003

See down

Limiting Conditions: This is a change of use only permit and is not intended to certify building code compliance.

This certificate supersedes
certificate issued

Approved:

1-14-2010 *Samuel Hous*
(Date) Inspector

Penney Witt
Inspector of Buildings

SMH
per *K.G.* 1-14-2010
For P.F.D.

1/14/10

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or leasee for one dollar.

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING PERMIT

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 091037
OCT 15 2009

This is to certify that 49 DARTMOUTH LLC
has permission to Change of use from Office to interior play space (Recreation/Assembly) Create an indoor playspace based for children
AT 45 DARTMOUTH ST City 127 A004001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS:
Fire Dept. CAPT. K. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

[Signature] 10/15/09
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

SCANNED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-1037	Issue Date:	CBL: 127 A004001
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Location of Construction: 45 DARTMOUTH ST	Owner Name: 49 DARTMOUTH LLC	Owner Address: 715 BOYLSTON ST	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-2b

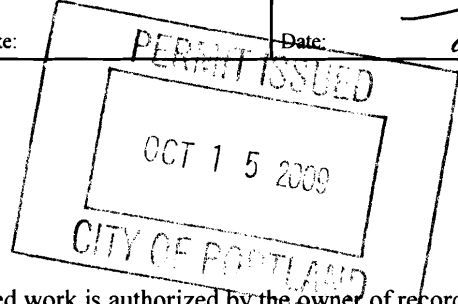
Past Use: Commercial - Office <i>(REAL ESTATE) Keller Williams</i>	Proposed Use: <i>Green Light Studio LLC</i> Commercial - Personal Service / Assembly - Change of use from Office to indoor playspace (Recreation/Assembly) Create an indoor playspace based for children to 6 yrs & Parents Not a daycare	Permit Fee: \$115.00	Cost of Work: \$2,000.00	CEO District: 3
Proposed Project Description: Change of use from Office to indoor playspace (Recreation/Assembly) Create an indoor playspace based for children to 6 yrs & Parents Not a daycare		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>*See Conditions</i>	INSPECTION: Use Group: <i>A-3</i> Type: <i>IBC-2003</i> Signature: <i>JMB 10/15/09</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: Ldobson	Date Applied For: 09/21/2009	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>9/27/09</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____	

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 provision of the code(s) applicable to such permit.

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



BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**
NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

WJ Mose
Signature of Applicant/Designee

10/15/09
Date

Sam Banka
Signature of Inspections Official

10/15/09
Date

City of Portland, Maine - Building or Use Permit

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

Permit No: 09-1037	Date Applied For: 09/21/2009	CBL: 127 A004001
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Location of Construction: 45 DARTMOUTH ST	Owner Name: 49 DARTMOUTH LLC	Owner Address: 715 BOYLSTON ST	Phone:
Business Name:	Contractor Name: ▪	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Personal Service / Assembly - Change of use from Office/gym to indoor playspace (Recreation/Assembly) Create an indoor playspace based for children to 6 yrs & Parents Not a daycare	Proposed Project Description: Change of use from Office to indoor playspace (Recreation/Assembly) Create an indoor playspace based for children to 6 yrs & Parents Not a daycare
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 09/22/2009

Note: **Ok to Issue:**

- 1) Separate permits shall be required for any new signage.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 10/15/2009

Note: **Ok to Issue:**

- 1) This approval is for use as an assembly (A-3 recreation) due to the children being accompanied by a parent or caregiver. This occupancy is not approved to be a day care or school (education use). Separate permit is required for any change to this use.
- 2) Maximum occupant load is 70 based on IBC 2003, Table 1004.1.2 for exercise rooms.
- 3) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
- 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 09/25/2009

Note: **Ok to Issue:**

- 1) Sprinkler protection shall be maintained.
Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
- 2) All means of egress to remain accessible at all times
- 3) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 4) Occupancies with an occupant load of 100 persons or more require panic hardware on all doors serving as a means of egress.
- 5) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 6) All construction shall comply with NFPA 101



General Building Permit Application

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

Location/Address of Construction: <u>49 Dartmouth St Portland</u>		
Total Square Footage of Proposed Structure/Area <u>3500 sq feet</u>	Square Footage of Lot	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>127</u> Block# <u>A</u> Lot# <u>004</u>	Applicant * must be owner, Lessee or Buyer * Name <u>Nicole Gilbert/Jo Moser</u> Address <u>1159 Broadway</u> City, State & Zip <u>S.P. 04106 ME</u>	Telephone: <u>207 329-4489</u>
Lessee/DBA (If Applicable) <u>Greenlight Studio</u>	Owner (if different from Applicant) Name <u>49 Dartmouth LLC</u> Address <u>40 Gould + Company</u> City, State & Zip <u>715 Boylston St Boston MA 02116</u>	Cost Of Work: \$ <u>2000</u> C of O Fee: \$ <u>175.00</u> Total Fee: \$ <u>40.00</u>
Current legal use (i.e. single family) <u>Commercial / office S</u>	Number of Residential Units _____	
If vacant, what was the previous use? <u>mortgage company</u>	Proposed Specific use: <u>Indoor playspace for children 0-6 + their care-givers</u>	
Is property part of a subdivision? _____	If yes, please name <u>Assembly</u>	
Project description: <u>Create an indoor playspace (recreation/activity based for children to 6 years of parents Not a daycare)</u>		
Contractor's name: <u>N/A</u>	<u>Change of use non load bearing walls</u>	
Address: _____	City, State & Zip _____	Telephone: _____
Who should we contact when the permit is ready: _____	Telephone: _____	
Mailing address: _____	SEP 18 2009	

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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

Signature: Jo Moser Date: 9/19/09

This is not a permit; you may not commence ANY work until the permit is issue



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

Sept 18 2009

Received from Jo Mosser

Location of Work 49 Dartmouth

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: 75.00

Total: 40.00

Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other _____

CBL: _____

Check #: CC **Total Collected \$** 115.00

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy
YELLOW - City of Portland

September 17, 2009

COMMERICAL CHANGE OF USE PERMIT
GREENLIGHT STUDIO, LLC
49 DARTMOUTH STREET, PORTLAND, MAINE
W Jo Moser and Nicole Wolf Gilbert, proprietors

3500 ÷ 334 = 10.57
11 pkg spaces
req

To Whom it May Concern:

We are applying for a change of use permit for the property at 49 Dartmouth Street in Portland, Maine.

Most recently the space was used as a mortgage company and before that had been a karate studio. We are requesting change of use for the proposed space GREENLIGHT STUDIO. The purpose of this space is to provide an indoor play option for children birth to six and their caregivers/parents

The interior will be set up much like a preschool with activities for play and recreation with supervision provided by the caregiver. In addition to art, reading, music and imaginative play areas, there will be room for physical movement activities. The space will have 'wi-fi' and offer coffee for parents in a comfortable 'living room' like setting. The change of use will include ten parking spaces and 4 toilets (ADA approved) as required. The flow of the space will be open and provide easy entrance and exit with appropriate signage. *The tenant fit-up will be applied for separately*
This space will be much like any preschool or daycare center with the exception that in this case, a parent or other adult will be supervising their child at all times. Staff will be available to assist and keep the environment clean, safe and running smoothly.

Hours of operations will be daytime hours Monday through Saturday.

use similar to Day Care & gymnasiums
for kids (play area)

STANDARD FORM COMMERCIAL LEASE

1. PARTIES 49 Dartmouth, LLC, LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Green Light Studio, LLC
2. PREMISES LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following premises consisting of approximately 3,500 square feet located in the building upon the property owned by lessor and known as and numbered 49 Dartmouth Street, Portland, Maine, together with the right to use in the common, with others entitled thereto, the hallways, stairways, and the elevators, necessary for access to aid leased premises, and lavatories thereto.
3. TERM The term of this lease shall be for five (5) years commencing on October 1, 2009 and ending on September 30, 2014. The lease term shall begin on the commencement date and end on the last day of the initial term. The LESSEE is granted two (2), three (3) year options with 180 days prior written notice to LESSOR,
4. RENT The LESSEE shall pay to the LESSOR rent at the rate of \$31,500.00 for the first three years of the lease payable in advance in monthly installments of \$2,625.00, payable on the first day of each month. The rent for the fourth year of the lease will be \$32,445.00 payable in monthly installments of \$2,703.75. The rent for the fifth year of the lease will be \$33,418.35 payable in monthly installments of \$2,784.86. If LESSEE exercises the option the rent will increase 3% annually for each year of the option.
5. LAST MONTH RENT Upon signing this lease LESSEE shall pay to LESSOR \$2,784.86 to be held as a prepaid last month rent. LESSOR is not required to pay interest on the prepaid last month rent.
6. RENT ADJUSTMENT LESSEE shall pay their proportional share of all costs and expenses incurred by Landlord to (1) supervise, insure, administer, police, secure and control the common areas (2) utilities for the common areas (3) repair maintain and replace common areas (4) real property taxes and assessments, rental business taxes, environmental surcharges and insurance premiums. The LESSEE shall pay \$365.00 monthly toward these costs monthly along with the minimum monthly rent and then an actual adjustment shall be made annually.
7. UTILITIES The LESSEE shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises and presently separately metered. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators and lavatories during normal business hours on regular days of business of heating and air conditioning seasons of each year, to furnish elevator service and to light the passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to making repairs alterations, or improvements to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of

this lease. In the event LESSEE requires additional utilities or equipment, the installation and the maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, such consent shall not be unreasonably withheld, conditioned or delayed.

8. USE OF LEASED PREMISES Tenant covenants and agrees that during the term of the lease, the Demised Premises will be used only for the purposes of an activity & recreation center.
9. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy, offensive, or contrary to any law or municipal by-law or ordinance in force in the city or town in which the premises are located.
10. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premise are a part, or on the contents of the 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. The LESSEE shall within ten (10) days after receipt of invoice from LESSOR reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.
11. MAINTENANCE The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premise to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premise.
- A. LESSEE'S OBLIGATIONS
- B. LESSOR'S OBLIGATIONS The LESSOR agrees to maintain the structure of the building of which the leased premise are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
12. ALTERATIONS-ADDITIONS The LESSEE shall not make structural alterations or additions to the leased premise, but may make non- structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the LESSEE's expense and shall be in the quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by LESSEE shall become a property of the LESSOR at the termination of occupancy as provided herein.
13. ASSIGNMENT-SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which shall not be unreasonably withheld. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for payment of all rent and for the full performance and covenants and conditions of this lease.

14. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE 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 and other instruments in the nature of a mortgage.
15. LESSOR'S ACCESS The LESSOR or the agents of the LESSOR may, at reasonable times, upon reasonable notice and so long as Lessee's business is not reasonably disrupted, enter view the leased premises and may remove placards and signs not approved and fixed as herein provided, and make repairs and alterations as the LESSOR shall elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from the neglect in not removing snow or from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the roof of the building and the sidewalks bordering upon the leased premises shall be LESSOR's responsibility.
17. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of one million dollars with property damage insurance in limits of one hundred thousand dollars per person/occurrence in responsible companies qualified to do business in Maine and in good standing therein insuring the LESSOR, if such names and addresses are provided to LESSEE as well as the LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificate for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured name therein.
18. FIRE, CASUALTY-EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, either party may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves and the LESSEE grants to the LESSOR, all rights which the LESSEE may have from damages or injury to the leased premises by any taking of eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT

In the event that:

AND BANKRUPTCY

(a) The LESSEE 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 LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected after thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE's property for benefit of creditors, then the LESSOR shall have the right thereafter, while such defaults continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended and to remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any provisions in any article of this lease, the LESSOR, without being under obligation to do so and without thereby waiving such default, may remedy such a default for the account and at the expense of the LESSEE. If the LESSOR 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 insured, with interest at the rate of _____ per cent per annum per costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to Green Light Studio, LLC, 49 Dartmouth Street, Portland, ME 04101 registered or certified mail, return receipt requested, postage prepaid, or by any nationally recognized overnight carrier addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at:

49 Dartmouth, LLC
c/o Gould & Company
715 Boylston Street
Boston, MA 02116

21. SURRENDER

The LESSEE shall at expiration or at any other termination of this lease remove all goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and the keys and the, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty and reasonable wear and tear excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store the property at the LESSEE's expense, or to retain same under LESSOR's control or to sell at a 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.

22. QUIET
ENJOYMENT

LESSOR hereby covenants that if Lessee shall keep and perform all the covenants and terms of this Agreement, LESSOR will guarantee the quiet, peaceful, and uninterrupted possession of the Premises, except as against taking by public authority under power of eminent domain through the term of the lease.

23. SIGNAGE

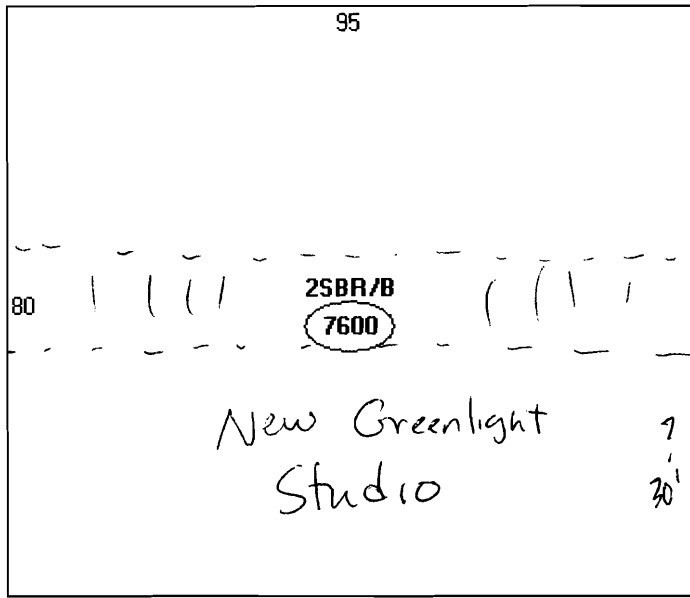
Signage will be at LESSEE's sole expense, however, subject to the prior written approval of design and location by LESSOR prior to installation and also subject to any standards in use at the property. Such approval shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, 2009.

Green Light Studio, LLC

49 Dartmouth. LLC

James L. Gould
Manager



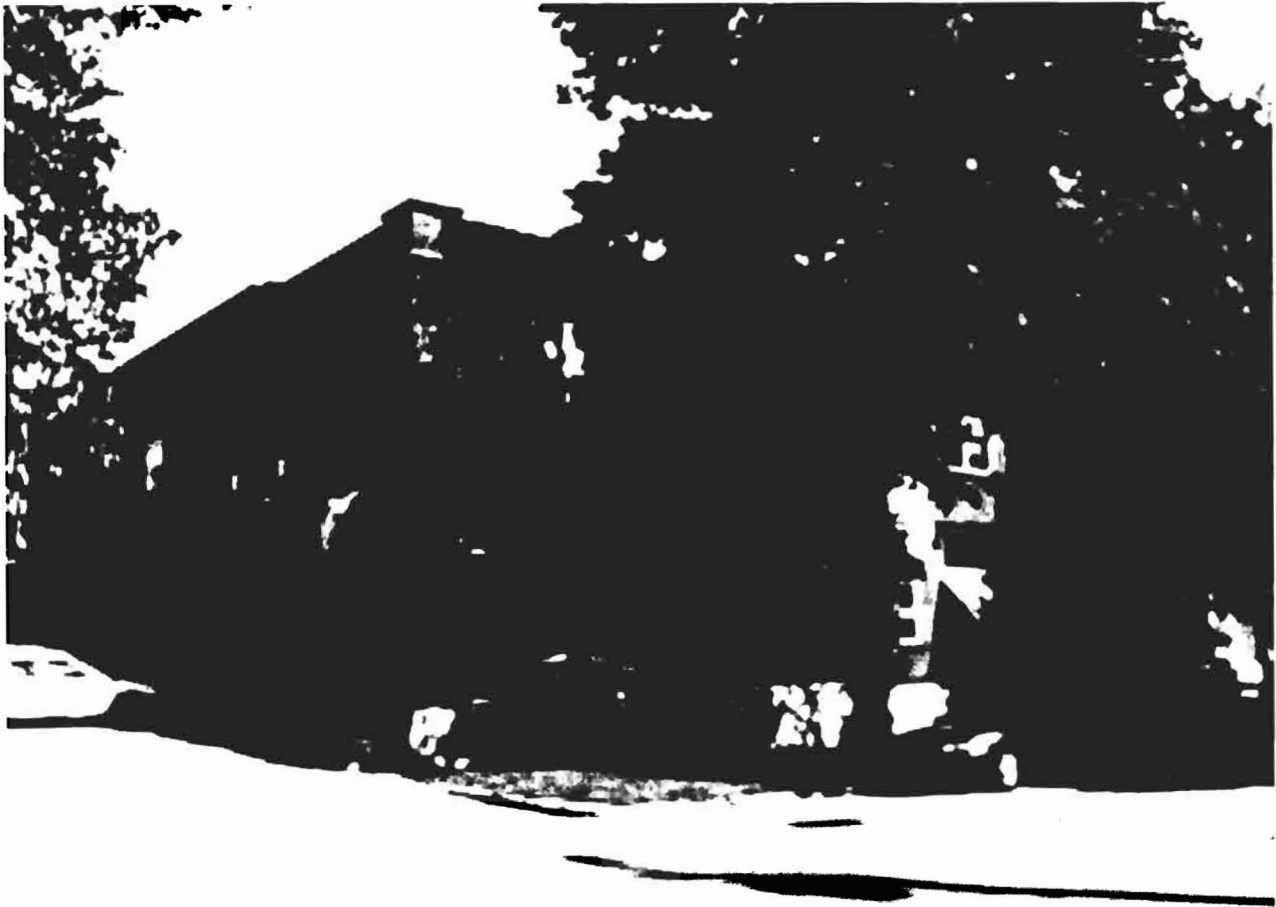
Descriptor/Area

A: 2SBR/B
7600 sqft

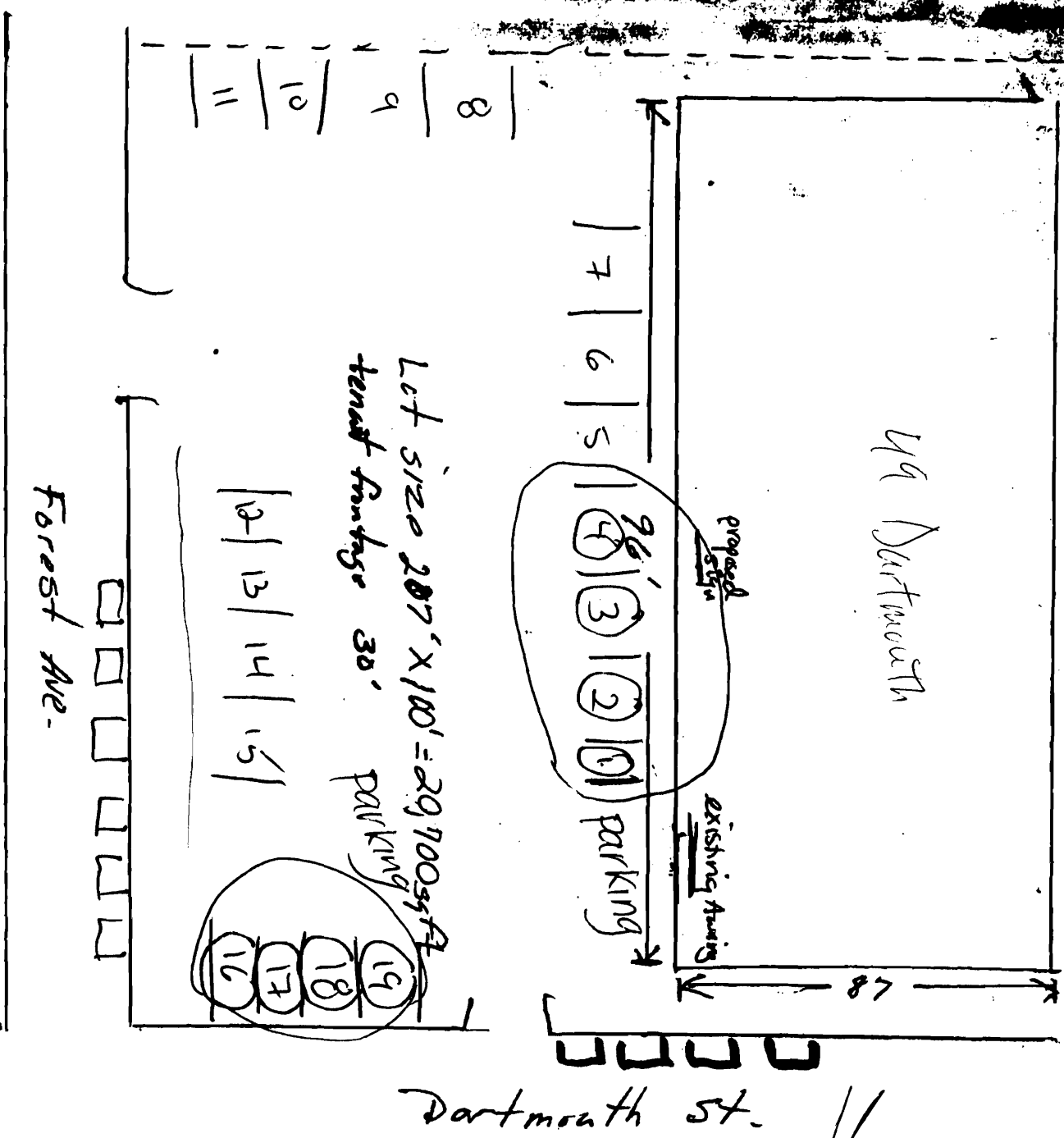
Dartmouth

States 3500^{sqft}
~~30' x 95 = 2,850^{sqft}~~

Forest



Plot Plan



map 127

10 spaces + 1 = 11

overflow & additional parking

TD BANK-NORTH

APPROX 25 SPACES

designated parking

OTHER PARKING

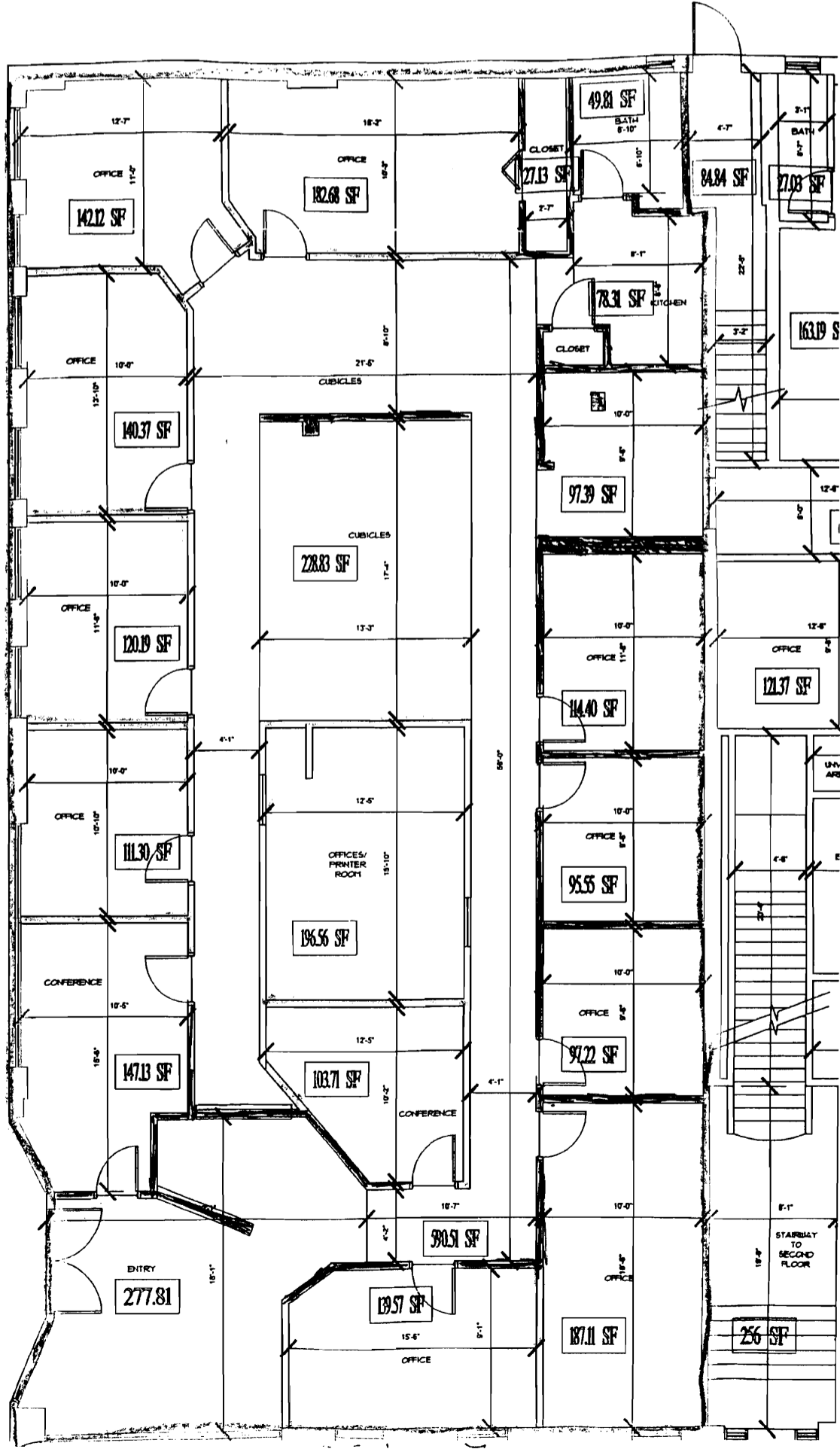
THE DANCOES CO.

Denis C. J. Dancoes
 P.O. Box 6166 • Falmouth, ME 04105
 Direct: 207.838.6207 • Fax: 207.221.1195
 ddancoes@maine.rr.com

Licensed since 1971
 Sales & Leasing of Commercial and Retail Property

~~Forest Ave~~
 Forest Ave
~~Parking lot~~
 Parking lot

Sprinklered



- Remaining walls - staying
 - No walls taking down
 - Support Beams
 - Outline of space (3500 sq ft)
- Existing layout
 Change of use only
 All work to be applied on separate permit for Tenant Fit-up