



## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement made as of the 1<sup>st</sup> day of February, 2012, by and between FORE RIVER REALTY ASSOCIATES LLC, a Maine limited liability company ("Landlord"), and ORTHOPAEDIC ASSOCIATES OF PORTLAND, P.A. d/b/a OA CENTERS FOR ORTHOPAEDICS, a Maine corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease") dated May 26, 2005; and

WHEREAS, the parties have agreed to modify the Lease;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Landlord and Tenant agree as follows:

1. The date "May 31, 2019" in Section 2.1 of the Lease is hereby deleted and the date "January 31, 2021" is inserted in its place.

2. Section 5.1 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

"Section 5.1. Tenant agrees to pay to Landlord, without notice or demand, the following minimum annual rent for the Premises, which shall be payable in twelve (12) equal monthly installments due and payable by Tenant in advance on the first day of each calendar month during the term of this Lease, or any extension or renewal thereof, beginning on the Commencement Date at the address as designated in Section 21.1 of this Lease:

Commencement Date – January 31, 2012: \$1,345,080.00/year (\$112,090.00/month)

February 1, 2012 – Expiration Date: \$1,414,200.00/year (\$117,850.00/month)

In the event of any fractional calendar month(s) falling within the term of this Lease, Tenant shall pay rent for such period on a pro rata basis calculated on the ratio of the number of days of actual or constructive possession of the Premises by Tenant to the total number of days in the calendar month in question."

3. The Lease, as modified by paragraphs 1 and 2 above, remains in full force and effect, and the parties hereby ratify and affirm their respective obligations thereunder. This Amendment may be executed in counterpart originals. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Amendment as of the date first written above.

WITNESS:

FORE RIVER REALTY ASSOCIATES LLC

Collette B. Davis

By: [Signature]  
William Heinz, M.D., Manager

ORTHOPAEDIC ASSOCIATES OF  
PORTLAND, P.A. d/b/a OA CENTERS FOR  
ORTHOPAEDICS

Collette B. Davis

By: [Signature]  
Douglas W. Brown, M.D., President



# Portland Lease

## LEASE AGREEMENT

THIS AGREEMENT is made this 26<sup>th</sup> day of May, 2005, by and between FORE RIVER REALTY ASSOCIATES LLC, a Maine limited liability company ("Landlord"), and ORTHOPAEDIC ASSOCIATES OF PORTLAND, P.A., a Maine corporation ("Tenant"), who agree as follows:

### ARTICLE I

#### Premises

Section 1.1 In consideration of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the land and building located at 33 Sewall Street, Portland, Maine, more particularly described in Exhibit A attached hereto and made a part hereof. Said land and building are hereinafter called the "Premises."

### ARTICLE II

#### Term

Section 2.1 TO HAVE AND TO HOLD the Premises for a term commencing on the date first above written (the "Commencement Date"), and ending on May 31, 2019 (the "Expiration Date"), upon the rent and subject to the terms, covenants, and conditions set forth in this Lease.

### ARTICLE III

#### Condition; Approvals

Section 3.1 The Premises are leased "as is" and "where is" without warranty or representation as to condition or suitability for any purpose. Tenant shall have the obligation to obtain, and during the Lease term to maintain continuously in good standing and in full force and effect, any and all permits, approvals, licenses and the like necessary for the use or occupancy of the Premises and for the conduct of the permitted uses or any of them from time to time being made by Tenant in or within the Premises (hereinafter collectively called "Tenant's Approvals").

Tenant shall not conduct on or within the Premises any use or operation within the category of permitted uses being made by Tenant for which a Tenant's Approval shall not have been obtained, or if obtained which shall cease to be in full force and effect. Further, the failure of Tenant to obtain any Tenant's Approvals, or if obtained to maintain the same in full force and effect, shall not give rise to any right to a reduction in, setoff against or right to withhold any rent or any additional rent or other charges hereunder nor shall the same give rise to any claims for damages nor any right of termination by Landlord or Tenant, Tenant hereby covenanting and agreeing that this Lease shall remain in full force and effect for the conduct of those purposes within the permitted uses for which no approvals or permits beyond Tenant's Approvals shall have been obtained and remain in full force and effect.



#### ARTICLE IV

##### Use

Section 4.1. The Premises shall be used only for the purpose of operating a medical office, ambulatory surgical facility, physical therapy facilities and any other uses incidental thereto. With Landlord's consent, which shall not be unreasonably withheld, Tenant may use the Premises for other lawful purposes.

#### ARTICLE V

##### Rent

Section 5.1. Tenant agrees to pay to Landlord, without notice or demand, the following minimum annual rent for the Premises, which shall be payable in twelve (12) equal monthly installments due and payable by Tenant in advance on the first day of each calendar month during the term of this Lease, or any extension or renewal thereof, beginning on the Commencement Date at the address as designated in Section 21.1 of this Lease

Commencement Date - May 31, 2015:           \$1,345,080.00/year (\$112,090.00/month)

June 1, 2015 - Expiration Date:           An amount equal to the greater of  
(a) \$1,345,080.00/year (\$112,090.00/month) or  
(b) one hundred twelve percent (112%) of the principal payments with interest thereon then due from Landlord to TD Banknorth, N.A. pursuant to that certain promissory note of even date signed and given by Landlord to said TD Banknorth, N.A.

In the event of any fractional calendar month(s) falling within the term of this Lease, Tenant shall pay rent for such period on a pro rata basis calculated on the ratio of the number of days of actual or constructive possession of the Premises by Tenant to the total number of days in the calendar month in question.

Section 5.2. This is a "net" lease and Landlord shall not be required to provide any services or do any act in connection with the Premises except as specifically provided herein, and the rent reserved hereunder shall be paid to Landlord without any claim on the part of Tenant for diminution or abatement, and the fact that Tenant's use and occupancy of the Premises shall be disturbed or prevented from any cause whatsoever except Landlord's acts, shall not in any way suspend, abate or reduce the rent to be paid hereunder except as otherwise specifically provided in this Lease.

#### ARTICLE VI

##### Payment of Taxes, Assessments and Other Charges

Section 6.1. Tenant covenants and agrees to pay to Landlord, as additional rent, an amount equal to all real estate taxes, special assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, relating to any part of the Premises, which have been or shall become payable



with respect to any portion of the term of this Lease (each of which taxes, assessments and charges, and all of which collectively, are hereinafter referred to as "imposition"); provided, however, that any portion of any imposition payable with respect to a portion of a tax period during which the term of this Lease shall expire or terminate shall be adjusted between Landlord and Tenant as of such expiration or termination, so that Tenant shall pay only an amount which bears the same relation to the total imposition as the part of such tax period included within the term of this Lease bears to the entire tax period. Payment shall be made with respect to each tax/imposition period within ten (10) days after Tenant shall have received from Landlord a copy of Landlord's tax/imposition bill. Landlord shall pay all impositions against the Premises when due, provided Tenant has made its payment required under this Article VI, and provided further that if Tenant shall fail to make its payment as required under this Article VI and such failure by Tenant shall result in an assessment of interest or penalty by the taxing authority, then Tenant shall be responsible for the payment of such interest or penalty.

Section 6.2. Nothing contained in this Lease shall be deemed to require Tenant to pay any income taxes assessed against Landlord, or any franchise, capital levy, estate, succession, inheritance or transfer taxes of Landlord; provided, however, that if at any time during the term of this Lease any tax, assessment, or charge shall be measured by or based in whole or in part upon the Premises or the rents received therefrom (e.g., without limitation, an *ad valorem* tax on any of the said rents or on the Premises), and shall be imposed upon Landlord, then all such taxes, assessments, or charges shall be deemed an imposition, to the extent that such imposition would be payable if the Premises were the only property of Landlord subject to such imposition, and Tenant shall pay and discharge the same as herein provided in respect of the payment of impositions.

Section 6.3. In the event that any mortgagee of the Premises requires that installments of real estate taxes be paid into an escrow account managed by said mortgagee, upon request of Landlord, Tenant shall pay with each installment of the minimum rent, the required portion of the real estate taxes levied upon the Premises for the then-current year.

## ARTICLE VII Insurance; Waiver of Claims

Section 7.1. During the term of this Lease, Tenant shall keep the building and all improvements, together with Tenant's personal property at the Premises, insured with coverage for perils as set forth under the Causes of Loss - Special Form, and for such other risks and perils as Landlord in its reasonable discretion may require from time to time. The policy or policies of such insurance shall be in such form and shall be in such amounts as Landlord may reasonably require, shall be issued by a company or companies approved by Landlord, shall contain a standard mortgagee clause with loss payable to Landlord's mortgagee, and shall (unless otherwise approved by Landlord in writing) provide for payment of the full replacement value of the improvements upon the Premises, which replacement value insurance shall be an amount at all times sufficient to keep Landlord from becoming a co-insurer. In addition, Tenant shall maintain and keep in force with respect to the Premises business income coverage (including loss of rental value) as reasonably required by Landlord.



Section 7.2. During the term of this Lease, Tenant shall maintain and keep in force with respect to the Premises commercial general liability insurance with limits of not less than \$1,000,000.00 each occurrence and not less than \$3,000,000.00 general aggregate, which policy shall be written on an occurrence basis, together with an automobile liability policy with a combined single limit of not less than \$1,000,000.00 each occurrence, and an umbrella liability policy with limits of not less than \$1,000,000.00 each occurrence/aggregate, in each case naming Landlord and Landlord's mortgagee as additional insured. In addition, Tenant shall maintain (a) workers compensation insurance covering all employees associated with the Tenant's business at the Premises, (b) employer's liability insurance with limits of not less than \$500,000 by accident/each accident, \$500,000 by disease/each employee, and \$500,000 by disease/policy limit, and (c) such other insurance with respect to the Premises in such amounts and against such insurable exposures as may reasonably and customarily be required by any mortgagee holding a first lien upon the Premises. Such policies shall be carried with companies reasonably satisfactory to Landlord. If, at any time, Landlord's insurer or lender requires a limit for the aforementioned liability insurance that is higher than the limits required hereunder, then Landlord shall have the right to increase said limits to those required by Landlord's insurer or lender notwithstanding any prior increase, provided such increase is reasonable and consistent with amounts generally required by owners of comparable buildings in the Portland, Maine area.

Section 7.3. Prior to the commencement of construction of any addition to the building at the Premises, Tenant shall maintain, in force and effect, reasonable amounts of builder's risk insurance covering the Premises, and such other insurance as will protect Landlord, Tenant and their respective designees from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or in connection with such construction, whether performed by Tenant or by Tenant's contractors or subcontractors or anyone employed by any of them.

Section 7.4. All policies of insurance shall, to the extent obtainable, provide for not less than thirty (30) days written notice to Landlord (and, if applicable, to Landlord's mortgagee) prior to cancellation, nonrenewal, modification or expiration.

Section 7.5. Upon execution of this Lease, and not less than 10 days prior to the expiration of each policy, a copy of the aforementioned insurance policies or an acceptable insurance binder shall be delivered to Landlord. Upon Landlord's request, evidence of payment of all premiums on each policy shall be delivered to Landlord.

Section 7.6. Each of Landlord and Tenant hereby releases the other and its officers, directors, shareholders, members, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty covered by the insurance set forth in this Article, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.



**ARTICLE VIII**  
**Right to Perform Other Covenants**

Section 8.1. If either party shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, then the other party may, but shall not be obligated to, upon thirty (30) days' notice (unless in the case of an act, the party obligated to perform the same cannot, despite due diligence, complete such performance within such period in which case such period shall be extended appropriately) and without waiving or releasing the other party from any obligation under this Lease, make such payment or perform such other act to the extent said party may deem desirable, and in connection therewith may pay expenses and employ counsel. The party taking such action shall forthwith notify the other of any action so taken. All sums reasonably so paid and all reasonable expenses in connection therewith, together with interest thereon at the rate of 12% per annum from the date of such payment, shall be deemed additional rent hereunder in the case of Landlord or a deduction from rent in the case of Tenant, and be payable or deductible at the time of any installment of the minimum rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of minimum rent.

**ARTICLE IX**  
**Repairs and Maintenance of**  
**Premises - Surrender of Premises - Waste- Utilities**

Section 9.1. Tenant covenants, at Tenant's sole cost and expense, to take good care of the Premises and to keep the same in good order and condition, and to make promptly all necessary repairs, interior and exterior, ordinary as well as extraordinary, foreseen as well as unforeseen, and equal in quality and class to the original work. When used in this Section, the term "repairs" shall include replacements and renewals. The work of such repairs as Tenant is required to perform shall be done pursuant to the provisions of Section 14.1.

Section 9.2. Tenant covenants that upon termination of this Lease for any reason whatsoever Tenant will surrender to Landlord the entire Premises, together with all improvements, changes, alterations, replacements, building equipment and machinery, in good order, condition and repair except for reasonable wear and tear.

Section 9.3. Tenant covenants not to do or suffer any waste or damage or disfigurement or injury to the Premises.

Section 9.4. Tenant shall arrange and provide for all water, sewer, oil, gas, electricity, and other utilities used on the Premises. Tenant shall pay all costs of such utilities directly. Tenant shall at all times arrange, provide and pay directly for all telephone, telecommunications and other services used on the Premises. Landlord shall be under no obligation to furnish any utilities or other such services, and shall not be liable for (nor suffer any reduction in any rent on account of) any interruption or failure in the supply of the same.



ARTICLE X  
Compliance With Law And Insurance Requirements

Section 10.1. Tenant covenants, at Tenant's sole cost and expenses, to comply promptly, and pursuant to the provisions of Section 14.1, with all laws and ordinances and the orders, regulations and requirements of all federal, state and municipal governmental agencies (including, but not limited to, environmental laws) and the reasonable recommendations of any insurer issuing any policy procured pursuant to Article VII, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or to the use thereof.

Section 10.2. Tenant shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, regulation or requirement of the nature referred to in Section 10.1, and if compliance therewith may legally be held in abeyance without the incurrence of any lien, charge or liability of any kind against the fee of the Premises or Tenant's leasehold interest in the Premises, and without subjecting Tenant or Landlord to any liability for failure to comply therewith, Tenant may postpone compliance until the final determination of any such proceeding.

ARTICLE XI  
Changes And Alterations By Tenant

Section 11.1. Tenant shall have the right at any time and from time to time during the term of this Lease to make such changes and alterations of a structural or non-structural nature to the Premises as Tenant shall deem necessary or desirable in connection with the requirement of Tenant's business, provided that: (a) no change or alteration shall be of such a character as to affect adversely the value of the Premises; and (b) the work of any such change or alteration shall be performed pursuant to the provisions of Section 14.1.

Section 11.2. All repairs, improvements, changes, alterations, and replacements made or installed by Tenant shall immediately upon the completion or installation thereof be and become the property of Landlord, without payment therefor by Landlord.

ARTICLE XII  
Damage or Destruction

Section 12.1. Tenant covenants and agrees that in case of damage to or destruction of the building upon the Premises, or of any building equipment, by fire or other casualty, Tenant will promptly give written notice thereof to Landlord, and Tenant, to the extent of available insurance proceeds, and pursuant to the provisions of Section 14.1, will promptly repair, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as may be made in conformity with Section 11.1. Under no circumstance will Landlord have an obligation to rebuild or restore in the event of damage by casualty.





### ARTICLE XIII Condemnation

Section 13.1. If as a result of the exercise of the power of eminent domain (hereinafter in this Article referred to as a "Proceeding"), the entire Premises shall be taken by any governmental authority, this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title in such governmental authority pursuant to such proceeding, the minimum rent shall be apportioned as of the date of such vesting, Landlord shall be entitled to and shall receive the total award made in such proceeding and Tenant hereby assigns its interest, if any, in such award to Landlord.

Section 13.2. If less than the entire Premises shall be taken in any proceeding, this Lease shall terminate as to the portion of the Premises so taken upon the vesting of title in such governmental authority pursuant to the proceeding; and in, but only in, the event that (a) the remainder of the Premises not so taken is not reasonably fit or suited to being used and employed by Tenant to enable Tenant to satisfy the purposes for which the Premises are hereby leased and to carry on its business as conducted thereon at the time of such taking, and (b) Tenant is not in default under this Lease, Tenant may in such event terminate this Lease as to the remainder of the Premises by giving a notice in writing not later than 30 days after the date of such vesting, specifying as the date for termination a date not later than 30 days after the giving of such notice. Upon the date for termination specified in such notice, the term of this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end, provided Tenant is not in default under this Lease on such date, and the minimum rent and additional charges hereunder shall be apportioned as of the date of such termination.

Section 13.3. If less than the entire Premises shall be taken in a Proceeding and this Lease is not terminated as permitted by, and in accordance with, Section 13.2, Tenant covenants and agrees at Tenant's sole cost and expense (subject to reimbursement to the extent hereinafter provided), promptly, and pursuant to the provisions of Section 12.1, to the extent of the funds received from Landlord as hereinafter provided, to restore that portion of any building constructed by Tenant not so taken to a complete architectural unit for the use and occupancy of Tenant. Landlord agrees to pay to or at the direction of Tenant, in the manner and to the extent provided in Section 14.2, the net amount of any award (after the deduction of all reasonable costs and expenses) that may be received, and only if, as and when received by Landlord in any such proceeding.

### ARTICLE XIV Conditions of Work for Repairs, Alterations or Restoration - Disbursement of Deposit

Section 14.1. All work to be performed by or on behalf of Tenant for the making of repairs as required by Section 9.1, for complying with laws, ordinances, orders, regulations or requirements as required by Section 10.1, for making changes or alterations as permitted by Section 11.1, and for repairing, restoring or rebuilding as required by Sections 12.1 and 13.3 (each hereinafter in this Article called the "Work") shall be done in all cases subject to the following conditions which Tenant covenants to observe and perform:



A. No Work of any nature involving a cost of One Hundred Thousand Dollars (\$100,000.00) or more shall be undertaken until detailed plans and specifications have first been submitted to and approved by Landlord, which approval will not be unreasonably withheld.

B. All Work shall be commenced only after all required municipal and other governmental permits and authorizations have been obtained (Landlord agreeing to join in any application therefor, at Tenant's expense, whenever necessary) and shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, regulations and requirements of all federal, state and municipal governmental agencies, and in accordance with the recommendations of any insurer issuing any policy required to be carried by Tenant pursuant to Article VII. The Work shall be prosecuted with reasonable dispatch, except for unavoidable delays.

Section 14.2. All proceeds of insurance and the amount of any award which Landlord is obligated, pursuant to Section 13.3, to pay to or at the direction of Tenant (hereinafter in this Section called "the Deposit") shall be paid out or caused to be paid out by Landlord from time to time as the Work progresses upon the written request of Tenant, subject to the applicable requirements of Landlord's mortgagee of the Premises, and provided that Landlord shall be entitled to receive reasonably satisfactory evidence

- (i) that the sum requested is justly due to the contractors, materialmen, laborers, engineers, architects, or other persons (whose names and addresses shall be stated) who have furnished services or materials for the Work, or is justly required to reimburse Tenant for expenditures made by Tenant in connection with the Work,
- (ii) the progress of the Work,
- (iii) that the Work reasonably appears to have been done pursuant to all plans and specifications required by Subsection A of Section 14.1, and
- (iv) that the remaining amount of the Deposit will be reasonably sufficient upon the completion of the Work to pay for the same in full.

Tenant shall furnish Landlord at the time of any such payment with evidence reasonably satisfactory to Landlord that there has not been filed with respect to the Premises any mechanic's or other lien which has not been discharged of record. Landlord shall not be required to pay out any such sum when the Premises shall be encumbered with any such lien or agreement, or when Tenant is in default in the payment of the minimum rent or any item of additional rent or other charge payable by Tenant hereunder. Upon submission of proof satisfactory to Landlord that the Work has been paid for in full, Landlord, shall turn over to Tenant the balance of the Deposit, except that the balance of any insurance proceeds or of any award remaining after applying the same to the payment of any Work required by Section 11.1 or Section 12.3 respectively shall be paid to or retained by Landlord.



ARTICLE XV  
Mechanics' Liens

Section 15.1. Tenant shall not suffer or permit any mechanics' or other liens to be filed against the Premises or against Tenant's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Premises, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be necessary or advisable for the protection of Landlord and the Premises from mechanics' liens. If any such mechanics' lien shall at any time be filed against the Premises, Tenant shall cause the same to be promptly discharged of record (and in any event no later than 30 days after the date of filing). If Tenant shall fail to discharge such mechanics' lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure its discharge by paying the amount claimed to be due or by deposit in court or by bonding, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such mechanics' lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord, including reasonable counsel fees, in defending any such action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of 12% per annum from the date of payment, shall be repaid by Tenant to Landlord as additional rent on demand.

ARTICLE XVI  
Landlord's Right to Enter Premises

Section 16.1. Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Premises at all reasonable times during usual business hours or at any other time in case of emergency, to inspect the same and if Landlord shall desire, but without implying any obligation of Landlord so to do, to make any repairs reasonably necessary and to perform any work in the Premises reasonably necessary to comply with any laws, ordinances, orders, regulations or requirements of any governmental authority or the recommendations of any insurer. During the progress of any such work, Landlord may keep and store upon the Premises all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant, provided it be as little as may be reasonably possible in the circumstances, by reason of the performance of any such work or of the bringing of materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby in any manner whatsoever. Except in the event of such an emergency that, in the reasonable judgment of Landlord, it is impossible to notify Tenant or its representative, Landlord shall notify Tenant of the work Landlord intends to perform and shall give Tenant a reasonable



opportunity to perform said work, at Tenant's expense if Tenant is responsible therefor, otherwise at Landlord's expense, provided Tenant commences promptly and proceeds diligently.

Section 16.2. Provided that Landlord shall first give reasonable advance notice to Tenant, Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Premises at all times during usual business hours to exhibit the same for the purpose of sale or mortgage, and, during the final six months of the term of this Lease, for purposes of lease, during which such six-month period Landlord may display on the Premises in such manner as not to interfere unreasonably with Tenant's business the usual "For Sale" or "For Lease" signs.

## ARTICLE XVII Assignment and Subletting

Section 17.1. Tenant shall not, without Landlord's prior written consent, (a) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (b) allow any transfer thereof or any lien upon the Tenant's interest by operation of law; (c) sublet the Premises or any part thereof; or (d) permit the use or occupancy of the Premises or any part thereof by any one other than the Tenant. Such prior written consent shall not be unreasonably withheld or delayed by Landlord, provided that nothing herein shall limit Landlord's right to withhold its consent if Landlord shall have reasonable concerns about (i) the financial status of the proposed transferee or its ability to perform the obligations under this Lease, (ii) the proposed use or division of the Premises, or (iii) the reputation or identity of the proposed transferee. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. Notwithstanding the foregoing, Tenant may assign this Lease without Landlord's consent to any entity which acquires the business of Tenant which is operated in the Premises or which controls or is under common control with Tenant, or to any entity resulting from merger, consolidation, reorganization, or other change in Tenant's corporate structure or proprietary structure, provided the successor entity remains in control of or with Tenant and assumes, in full, the obligations of Tenant under this Lease.

Section 17.2. Notwithstanding anything to the contrary contained in this Lease, and in accordance with and to the extent permissible by applicable law and regulation, in the event that this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord. If Tenant proposes to assign this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment setting forth (i) the name and address of such person or entity, (ii) all of the terms and conditions of such offer and (iii) the adequate assurance to be provided by Tenant or such person or entity to assure such person's or entity's future performance under this Lease, including, without limitation, the assurance referred



to in Section 365(b)(3) of the Bankruptcy Code, or any such successor or substitute legislation or rule thereto, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make any application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption in accordance with and to the extent permissible by applicable law and regulation. Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person for the assignment of this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

#### ARTICLE XVIII Indemnification of Landlord

Section 18.1. Except to the extent arising out of the negligence or willful misconduct of Landlord, Tenant shall, from and after the Commencement Date and throughout the term of this Lease, defend, indemnify and hold harmless Landlord (together with officers, managers, members, employees and agents of Landlord and its affiliates) from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of damage to any property or death or injury to any person sustained on the Premises, or arising (directly or indirectly) out of or in connection with Tenant's possession, use, occupation or control of the Premises, and from and against all Liabilities arising out of damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of, or work performed by, Tenant, its agents, employees, licensees or contractors. Tenant's obligations under this Section 18.1 shall survive any expiration or termination of this Lease.

Section 18.2. In the event of any litigation between the parties in connection with this Lease, the unsuccessful party in such litigation covenants and agrees to pay and to indemnify the prevailing party against all legal costs and charges, including counsel fees, lawfully and reasonably incurred in enforcing any covenant or agreement herein contained.

#### ARTICLE XIX Tenant Default Provisions

Section 19.1 Events of Default. If any one or more of the following events (herein sometimes called "events of default") shall occur:

- (i) if default shall be made in the due and punctual payment of any rent due from Tenant under Article V of this Lease, or any taxes or imposition due from Tenant under Article VI of this Lease, when and as the same shall become due and payable; or



(ii) if Tenant shall fail to maintain in force and effect any of the insurance policies required of Tenant under this Lease, and such failure shall continue for a period of ten (10) business days after notice from Landlord specifying such failure; or

(iii) if Tenant shall file a petition in bankruptcy pursuant to the Bankruptcy Code or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act of bankruptcy as defined in any such law; or if a petition or answer shall be filed proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Code or any similar federal or state law, and either Tenant shall consent to the filing thereof or such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or if a receiver, trustee or liquidator (or other similar official) of Tenant or of all or substantially all of its business or assets or of the estate or interest of Tenant in the Premises shall be appointed and shall not be discharged within sixty (60) days thereafter or if Tenant shall consent to or acquiesce in such appointment; or

(iv) if default shall be made by Tenant in the performance or observance of any of the agreements, terms, covenants or conditions of this Lease other than those described in parts (i) and (ii) immediately above, and such default shall continue for a period of thirty (30) days after written notice of such default is given by Landlord, or in case of a default or contingency which cannot with due diligence be remedied within said thirty (30) day period, if Tenant fails to proceed within said thirty (30) day period to commence to remedy the same and thereafter to complete the remedying of such default diligently in good faith and within a period of time which shall be reasonable under all prevailing circumstances;

then and in any such event, Landlord, at any time while such default or failure shall continue, may give notice to Tenant specifying the event of default or events of default and stating that this Lease and the term hereby shall expire and terminate on a date specified in such notice, which date shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereof and all rights of Tenant under this Lease, including any renewal or extension privileges whether or not exercised, shall expire and terminate. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof, by summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossess, shall relieve Tenant of its liability and obligation under this Lease, whether or not the Premises shall be relet, and Tenant covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, reentry or dispossess, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would, under the terms of this Lease, become due and payable if this Lease had not so expired or been



12/13/2018

terminated, or if Landlord had not entered or reentered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, and for the whole thereof, up to but not exceeding the amount of any deficiency then existing after giving due credit for any net proceeds of any reletting after deducting all of Landlord's reasonable expenses in connection with such reletting, including reasonable brokers' and attorneys' fees and the reasonable costs of recovering possession of and refitting the Premises; and any suit brought to collect the amount of the deficiency for any month or other period shall not prejudice in any way the rights of Landlord to collect the amount of the deficiency for any subsequent month or other period by similar proceeding. Landlord shall use reasonable efforts to relet the Premises after any such expiration or termination of this Lease, provided that in the course of such reletting, Landlord shall be entitled to reasonably consider the credit-worthiness of prospective tenants. The foregoing provisions are intended to survive any termination of this Lease pursuant to this Section.

**Section 19.2 Acceptance of Rent.** No receipt of moneys by Landlord from Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the term of this Lease or affect any notice of termination theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of rent and other charges herein reserved and agreed to be paid by Tenant then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of a notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order of judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, suit, proceeding, order or judgment, except as herein otherwise specifically provided.

## ARTICLE XX

### Invalidity of Particular Provisions

**Section 20.1.** If any covenant, agreement, or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

## ARTICLE XXI

### Notices

**Section 21.1.** All notices given or required under this Lease must be in writing, and must be given by: (a) personal delivery to the other party, with receipt acknowledged; (b) U.S. certified mail, return receipt requested; or (c) a recognized overnight courier which provides a receipt of delivery. Notices shall be deemed given when delivered unless mailed by U.S. Certified Mail, in which event the notice shall be deemed given one (1) business day after postmarking. Notices shall be addressed as hereinafter set forth, or to such other place as either party may from time to time designate by written notice to the other:



If to Landlord: c/o Orthopaedic Associates of Portland  
Fore River Realty Associates LLC  
33 Sewall Street  
P.O. Box 1260  
Portland, Maine 04104-1260  
Attn: Raymond R. White, M.D.

If to Tenant: Orthopaedic Associates of Portland  
33 Sewall Street  
P.O. Box 1260  
Portland, Maine 04104-1260  
Attn: Practice Manager/Managing Partner

ARTICLE XXII  
Quiet Enjoyment

Section 22.1. Provided that Tenant pays the rent and all other charges due under this Lease on their respective due dates and the Tenant does not violate any agreement or covenant of this Lease, the Tenant may peacefully enjoy the use of the Premises during the term of this Lease without hindrance by Landlord or anyone claiming by, through or under Landlord.

ARTICLE XXIII  
Limitation of Liability

Section 23.1. The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, except a transfer by way of security, Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability as respects the performance of any covenants or agreements on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has any interest, shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Lease, shall be paid to Tenant; and provided further that upon any such transfer, the transferor shall be deemed to have assumed, subject to the limitations of this Section, all of the covenants, agreements and conditions in this Lease contained to be performed on the part of Landlord, it being intended hereby that the covenants and agreements contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership.





ARTICLE XXIV  
Estoppel Certificate by Tenant

Section 24.1. Tenant agrees that at any time and from time to time upon not less than 10 days' prior request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a statement in writing certifying (a) 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 modified and identifying the modifications or, if there are any exceptions to the statement that the Lease is in full force and effect, an explicit statement of each such exception), (b) the dates to which the minimum rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, Landlord is not in default under any provisions of this Lease (or, if there are any exceptions to the statement that Landlord is not in default, an explicit statement of each such exception). It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or by any prospective mortgagee of, or assignee of any mortgage upon, such interest.

ARTICLE XXV  
Cumulative Remedies - No Waiver - No Oral Change

Section 25.1. The specified remedies to which either party may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which such party may be lawfully entitled in case of any breach or threatened breach by the other of any covenant, agreement or condition of this Lease. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenants, agreement, condition or option. A receipt by Landlord of rent with knowledge of the breach of any covenant, agreement or condition hereof shall not be deemed a waiver of such breach, and no waiver by Landlord or Tenant of any covenant, agreement or condition of this Lease shall be deemed to have been made unless expressed specifically in writing and signed by Landlord or Tenant respectively. In addition to the other remedies in this Lease provided, each party shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, agreements or conditions of this Lease.

Section 25.2. This Lease cannot be changed orally, but only by agreement in writing signed by the party against whom or against whose successors and assigns enforcement of the change is sought.

ARTICLE XXVI  
Miscellaneous Provisions

Section 26.1. Independent Relationship. Nothing contained herein or in the actions of the parties hereto shall be construed to create or constitute a partnership, agency relationship or any other type of business or fiduciary relationship between the parties hereto, except that of a landlord and tenant. Tenant shall be solely responsible for all services it provides to its patients, including billing and collection for such services. Landlord and Tenant have structured this Lease so as to comply with the exceptions to or safe harbors from the so-called federal anti-



kickback law, 42 U.S.C. § 1320a-7b(b), and in the Ethics in Patient Referral Act (the “Stark” law), 42 U.S.C. § 1395nn, and all other laws, regulations, program instructions and Medicare Carrier policies governing Medicare and Medicaid reimbursement. It is not a purpose of this Lease to induce the referral of patients. The parties acknowledge that there is no requirement under this Lease or any other agreement between the parties to refer patients for products or services. Additionally, no payment under this Lease is in return for the referral of patients, or in return for the purchasing, leasing, or ordering of any products or services between the parties, and the parties will make such referrals, if any, consistent with their professional judgment and the needs and wishes of the individual patient.

Section 26.2. This Lease shall be construed and enforced in accordance with the laws of the State of Maine.

Section 26.3. This Lease supersedes that certain Lease Agreement for the Premises between Fore River Realty Associates (predecessor-in-interest to Landlord) and Tenant dated May 1, 1990.

## ARTICLE XXVII Hazardous Waste

Section 27.1. Tenant agrees duly to comply with all requirements of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et. seq. (“CERCLA”) and the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. §§ 1301 et. seq. (the “Maine Hazardous Waste, Septage and Solid Waste Management Act”) and agrees promptly to undertake and diligently to pursue to completion appropriate and legally authorized remedial containment and clean-up action in the event of any release of oil or hazardous waste on, upon, from or into the Premises that occurs during the term of this Lease as a result of any act or negligence of Tenant. Tenant shall have no responsibility whatsoever under this Article for any oil or hazardous material that may have been released upon or from the Premises prior to the date Tenant first took possession of the Premises or that may be released upon or from the Premises during the term of this Lease other than as a result of Tenant’s own act or negligence.

Section 27.2. Tenant agrees to provide Landlord with copies of any notifications of releases of oil or hazardous waste which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to Landlord concurrently with their being mailed or delivered to the governmental agencies or authorities.

Section 27.3. In the event that there shall be a release of oil or hazardous waste on, upon, from or into the Premises during the term of this Lease for which Tenant is responsible under Section 27.1, and Tenant shall not have promptly commenced and diligently pursued a remedy, Landlord shall have the right (but not the obligation), upon five (5) calendar days’ advance written notice to Tenant (or without notice in the case of emergency), to cause the release to be contained and/or removed on behalf of Tenant. The contractors selected by Landlord shall have the right to enter upon the Premises and to undertake such remedial containment and removal actions as either or both of said contractors and Landlord shall deem appropriate. Tenant agrees



to cooperate with any such contractors and to render such assistance to such contractors as may be requested to facilitate the remedial containment and clean-up actions. Tenant shall be liable to Landlord for all costs and expenses, including all attorneys' fees, incurred on account of such remedial action undertaken on Tenant's behalf and shall reimburse Landlord therefor on demand, together with interest thereon at twelve percent (12%) per annum. In the event that Tenant fails to so reimburse Landlord on demand, such failure shall constitute a default hereunder. All sums due to Landlord under this paragraph shall be additional rent. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all loss, liability, damage, claims and expense, including attorneys' fees, associated with administrative and judicial proceedings to which Landlord may become exposed, or which Landlord may incur in exercising, in whole or in part, or in not exercising any of its rights under this paragraph, but excluding any claims to the extent arising from the negligence or misconduct of Landlord. The foregoing indemnification obligations shall survive the termination of this Lease.

#### ARTICLE XXVIII Subordination

Section 28.1. Upon the request of Landlord, Tenant will subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or building of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof, so long as the instrument creating such lien, or an instrument executed in recordable form by the lienor thereunder in favor of Tenant, shall provide that upon any foreclosure or ensuing purchase of the Premises under such lien, the lienor or purchaser will, so long as Tenant shall fully perform the covenants assumed by it hereunder, not disturb Tenant during the term hereof in its use and occupancy of the Premises.

Section 28.2. Tenant, upon the request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Section 28.1 above as shall be reasonably requested by Landlord. Tenant hereby irrevocably appoints Landlord an attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates which Tenant shall fail to execute and deliver within ten days following the receipt of a written request.

#### ARTICLE XXIX Covenants to Bind and Benefit Respective Parties

Section 29.1. The parties hereto agree that the covenants and agreements herein contained respectively shall bind and inure to the benefit of Landlord, its successors and assigns, and of Tenant, any successors and assigns of Tenant permitted by the foregoing provisions.

#### ARTICLE XXX Lease Not to be Recorded

Section 30.1. This Lease shall not be recorded, and any such recording by Tenant shall constitute a default hereunder. At the request of either party, a memorandum of lease, not

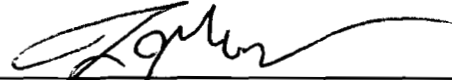


12/13/2018

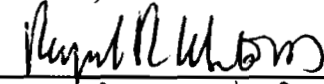
containing any of the financial terms of this Lease, shall be executed by Landlord and Tenant and recorded at the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, each of the parties respectively has caused these presents to be executed on its behalf a duly authorized officer on the day and year first above written.

FORE RIVER REALTY ASSOCIATES  
LLC

By:   
Print: Thomas F. Murray, MD  
Its: Manager

ORTHOPAEDIC ASSOCIATES OF  
PORTLAND, P.A.

By:   
Print: RAYMOND R WHITE MD  
Its: PRESIDENT



## EXHIBIT A

### Parcel One

A certain parcel of land situated on the westerly side of Sewall Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a 5/8" iron rod set on the westerly side of Sewall Street at the northeast corner of the land now or formerly of Rheumatology Realty Associates (See Book 6620, Page 170);

Thence, N 74° 36' W by Rheumatology Realty Associates 350.10 feet to a nail and cap set in a maple root at the land now or formerly of Howard W. Peterson;

Thence, N 15° 24' 00" E by the easterly line of the lots on the easterly side of Powsland Street as shown on Plan Book 9, Page 121, which line is the westerly line of the lots on the westerly side of Davis Street as shown on Plan Book 10, Page 65 and by the land now or formerly of Peterson, Burke, Bedard, Quincannon, Lee, Savard, across the east end of Greely Street and by the land now or formerly of Binette and Saunders, 408.65 feet to the land now or formerly of Peter J. Gillis (Book 6745, Page 82);

Thence, S 74° 36' 00" E by said land of Gillis 100.00 feet to Davis Street;

Thence, N 15° 24' 00" E by Davis Street 75.00 feet to a 5/8" iron rod set at the easternmost corner of said land of Gillis;

Thence, S 26° 35' 05" E across Davis Street 74.75 feet to a 5/8" iron rod set at the southeasterly sideline of Davis Street at the westernmost corner of the land now or formerly of Louis M. and Loretta I. Savard (Book 3063, Page 253);

Thence, S 68° 16' 10" E by said land of Savard 100.66 feet to a 5/8" iron rod set at the westernmost corner of the land now or formerly of Joseph F. Dugas (Book 3216, Page 507);

Thence, S 68° 16' 00" E by said land of Dugas 100.66 feet to a 5/8" iron rod set at Sewall Street;

Thence, S 15° 24' 00" W by Sewall Street 405.90 feet to the point of beginning.

### Parcel Two

Together with an appurtenant drainage easement twelve feet wide as set forth in that certain deed of Edward F. Gillis to Rheumatology Realty Associates dated November 16, 1984 and recorded at the Cumberland County Registry of Deeds in Book 6620, Page 169.

### Parcel Three

Together with an appurtenant driveway easement as set forth in that certain deed of Rheumatology Realty Associates to Donald M. Booth, et al. dated November 16, 1984 and recorded at the Cumberland County Registry of Deeds in Book 6620, Page 189.

### Parcel Four

Together with an appurtenant drainage easement as set forth in that certain deed from Fifty-One Sewall Street Condominium Association, et al. to Fore River Realty Associates dated September 8, 1988 and recorded at the Cumberland County Registry of Deeds in Book 8475, Page 211.

### Parcel Five

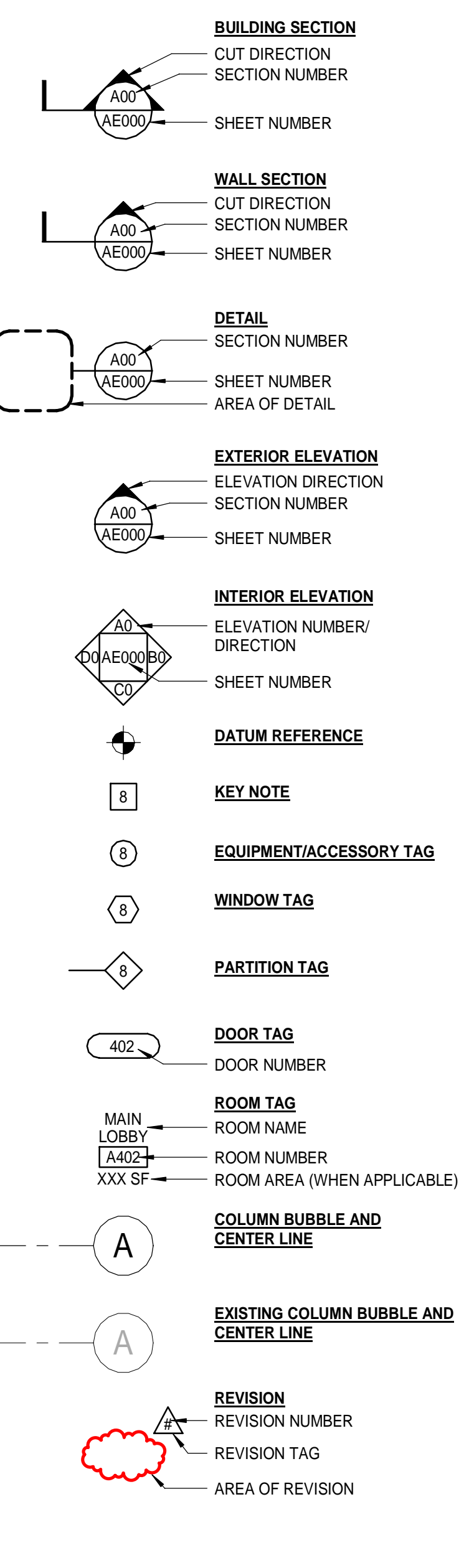
Together with an appurtenant drainage easement as set forth in that certain Indenture between Central Maine Power Company and Fore River Realty Associates dated September 6, 1990 and recorded at the Cumberland County Registry of Deeds in Book 9358, Page 63.

**ABBREVIATIONS:**

AB	ANCHOR BOLT	AF	ALTERNATE	AGG	AGGREGATE	AL	ALUMINUM	AP	ACCESS PANEL	APROX	APPROXIMATE	ARCH	ARCHITECTURAL
BCX	BOTTOM CORD EXTENSION BOARD	BD	BOARD	BIT	BITUMINOUS	BLDG	BUILDING	BLP	BORROWED LIGHT PANEL	BO	BOTTOM OF	BOF	BOTTOM OF FOOTING
BOS	BOTTOM OF STEEL	BOT	BOTTOM	BRDG	BRIDGING	BRG	BEARING	BS	BOTH SIDES	BSE	BRICK SHELF ELEVATION		
C	CHANNEL	CB	CATCH BASIN / CHALKBOARD	CEM BD	CEMENTITIOUS BACKER BOARD	CFM	CUBIC FEET PER MINUTE	CIP	CAST IN PLACE	CJ	CONTROL JOINT / CONSTRUCTION JOINT	CL	CENTER LINE
CLL	CONTRACT LIMIT LINE	CLR	CLEAR	CMU	CONCRETE MASONRY UNIT	COL	COLUMN	CONC	CONCRETE	CONT	CONTINUOUS	CT	CERAMIC TILE
CUH	CABINET UNIT HEATER	D	DIAMETER	DBL	DOUBLE	DF	DRINKING FOUNTAIN	DL	DEAD LOAD	DR	DISPLAY RAIL	DTL	DETAIL
DW	DISHWASHER	DWG	DRAWING	EA	EACH	EF	EXHAUST FAN / EACH FACE	EJ	EXPANSION JOINT	EL	ELEVATION	ELEC	ELECTRICAL
EOP	EDGE OF PAVEMENT	EPDM	ETHYLENE PROPYLENE DIENE MONOMER	EQ	EQUAL	EW	EACH WAY	EWC	ELECTRIC WATER COOLER	EXIST	EXISTING	EXP	EXPANSION
EXT	EXTERIOR	FB	FLAT BAR	FBO	FURNISHED BY OTHERS	FCO	FLOOR CLEA-OUT	FD	FLOOR DRAIN	FE	FIRE EXTINGUISHER	FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR / FAR FACE	FFE	FINISH FLOOR ELEVATION	FO	FRAMED OPENING	FRP	FIBER REINFORCED PLASTIC	FS	FAR SIDE	FTG	FOOTING		
GA	GAUGE	GALV	GALVANIZED	GB	GRAB BAR	GC	GENERAL CONTRACTOR	GDT	GYP SUM DROP-IN TILE	GV	GRAVITY VENT	GWB	GYP SUM WALL BOARD
H	HORIZONTAL	HC	HANDICAPPED / HOLLOW CORE	HORIZ	HORIZONTAL	HM	HOLLOW METAL	HRU	HEAT RECOVERY UNIT	HRV	HEATING AND VENTILATING	HVAC	HEATING, VENTILATING AND AIR CONDITIONING
I	INCLUDED ANGLE	ID	INSIDE DIAMETER	IF	INSIDE FACE	IJ	ISOLATION JOINT	IMP	IMPACT RESISTANT	INS	INSULATED	INV	INVERT
JS	JOINT SUBSTITUTE	K	KIPS										

L	ANGLE / LENGTH	LF	LEFT	LINO	SHEET LINOLEUM	LL	LIVE LOAD	LLH	LONG LEG HORIZONTAL	LLV	LONG LEG VERTICAL	LP	LIGHTING PANEL / LIQUIFIED PROPANE
MAX	MAXIMUM	MB	MARKER BOARD	MDO	MEDIUM DENSITY OVERLAY	MECH	MECHANICAL	MFR	MANUFACTURER	MIN	MINIMUM	MISC	MISCELLANEOUS
MO	MASONRY OPENING	MR	MOISTURE-RESISTANT	MUA	MAKE-UP AIR	N	NOSING	NCB	NEW CATCH BASIN	NDMH	NEW DRAIN MANHOLE	NFM	NEW FORCE MAIN
NIC	NOT IN CONTRACT	NS	NEAR SIDE	NSD	NEW STORM DRAIN LINE	NSS	NEW SANITARY SEWER LINE	NTS	NOT TO SCALE	NW	NEW WATER LINE		
OC	ON CENTER	OF	OUTSIDE FACE	OH	OVERHEAD	PA	PUBLIC ADDRESS	PAF	POWER-ACTUATED FASTENER	PDU	POOL DEHUMIDIFICATION UNIT	PL	PLATE / PROPERTY LINE
PLAM	PLASTIC LAMINATE	PLF	POUNDS PER LINEAR FOOT	PP	POWER PANEL	PSF	POUNDS PER SQUARE FOOT	PSI	POUNDS PER SQUARE INCH	PT	PRESSURE-TREATED	PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT	R	RISER / RADIUS	RB	RESILIENT BASE	RD	ROOF DRAIN	REINF	REINFORCED	REQD	REQUIRED	RT	RIGHT
RO	ROUGH OPENING	ROW	RIGHT OF WAY	RR	RUB-RAIL	RTU	ROOF TOP UNIT (HVAC)	SACT	SUSPENDED ACOUSTIC TILE CEILING	SC	SOLID CORE	SF	SQUARE FOOT / SUPPLY FAN
SFRM	SPRAYED FIRE-RESISTIVE MATERIAL	SHT	SHEET	SIM	SIMILAR	SK	SHEAR KEY	SN	SANITARY NAPKIN (DISPENSER)	SP	SPECIAL	SS	STAINLESS STEEL
STA	STATION	STL	STEEL	STRUC	STRUCTURAL	T	TREAD	TB	TACKBOARD	T&B	TOP AND BOTTOM	TBM	TEMPORARY BENCHMARK
TCE	TOP CHORD EXTENSION	TJ	TIE JOIST	TO	TOP OF	TOC	TOP OF CONCRETE	TOF	TOP OF FOOTING	TOM	TOP OF MASONRY	TOP	TOP OF PIER
TOS	TOP OF STEEL	TOW	TOP OF WALL	TP	TOILET PAPER (DISPENSER) / TEST PIT	TS	TUBE STEEL	TYP	TYPICAL	UH	UNIT HEATER	UNO	UNLESS NOTED OTHERWISE
V	VENT PIPE / VERTICAL	VB	VAPOR BARRIER	VCT	VINYL COMPOSITION TILE	VERT	VERTICAL	VP	VISION PANEL	VTR	VENT THROUGH THE ROOF	W	WITH
WC	WATER CLOSET	WD	WOOD	WF	WIDE FLANGE	WH	WATER HEATER	W/O	WITH OUT	WP	WORKING POINT	WS	WEB STIFFENER
WWF	WELDED WIRE FABRIC												

**SYMBOL LEGEND:**



**TYPE S3a NON-RATED**  
(STC 45) ONE LAYER 5/8" GWB EACH SIDE OF 3 5/8" METAL STUDS.

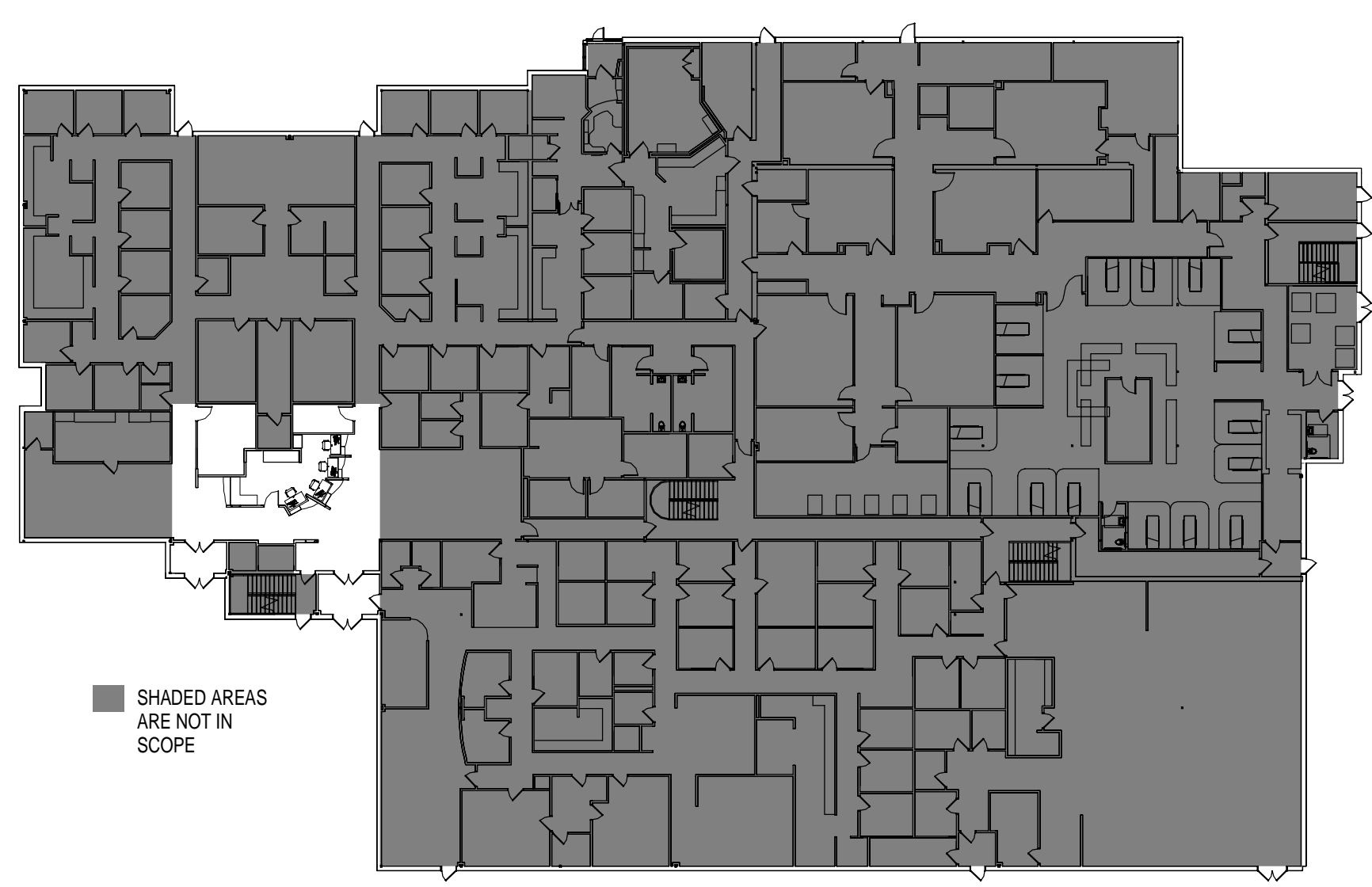
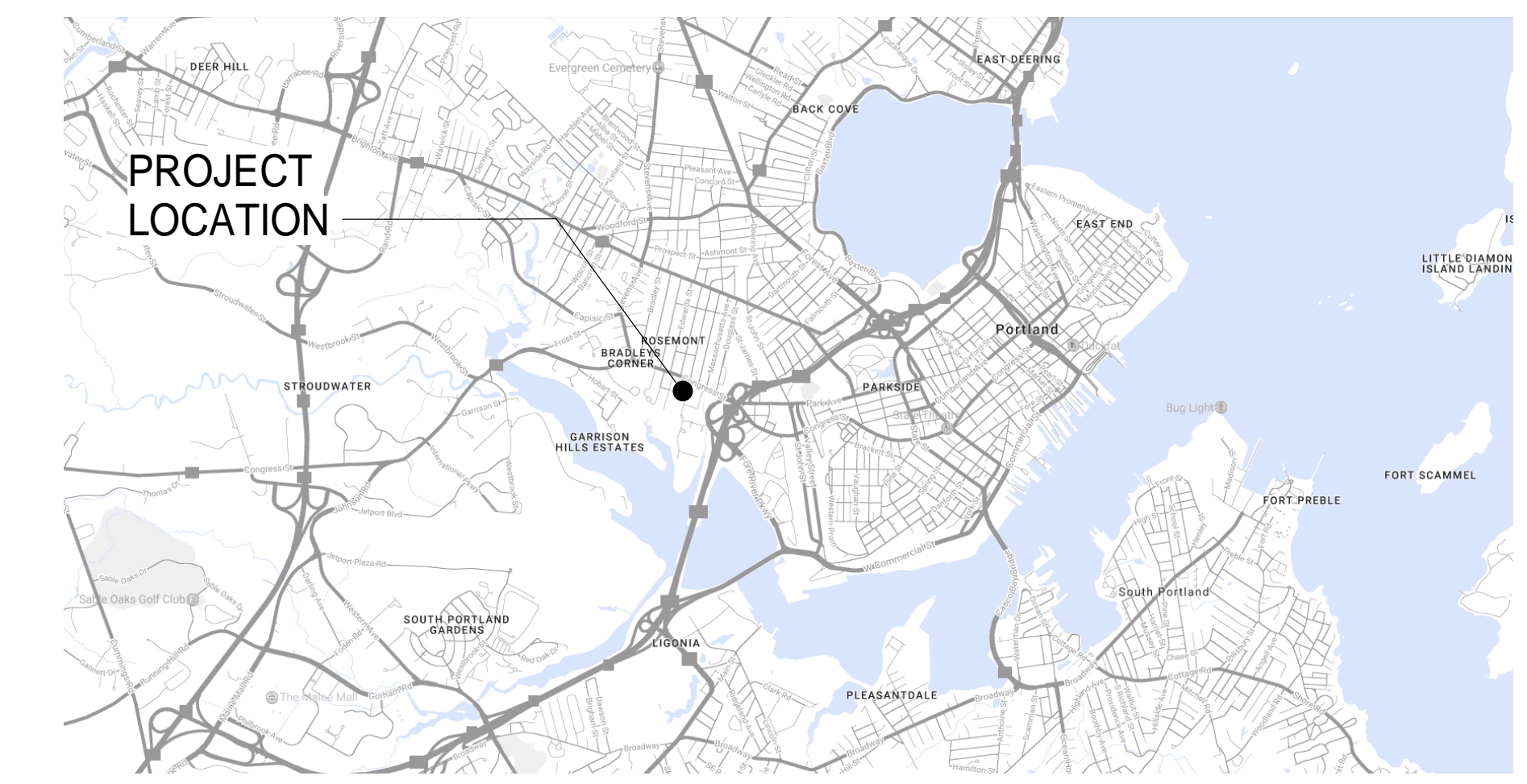
**TYPICAL PARTITION TYPE G7**  
1 1/2" = 1'-0"

**SOFFIT DETAIL 1**  
1 1/2" = 1'-0"

**TYP. MOUNTING HEIGHTS J5**  
1/4" = 1'-0"

**DOOR LEAF TYPES G4**  
1/4" = 1'-0"

**LOCATION MAP:**



**CODE COMPLIANCE PLAN A6**  
1/32" = 1'-0"

**DRAWING LIST:**

- GENERAL**  
G1001 COVER SHEET, GENERAL INFO, AND CODE COMPLIANCE
  - ARCHITECTURAL**  
AE100 DEMOLITION PLAN, FLOOR PLAN, REFLECTED CEILING PLAN, AND ELEVATIONS
  - INTERIORS**  
ID100 FLOOR AND WALL FINISH PLAN
- MECHANICAL, ELECTRICAL & PLUMBING BY OTHERS.

**CODE COMPLIANCE SUMMARY:**

**USE & OCCUPANCY:**  
BUILDING: BUSINESS & HEALTHCARE, MIXED USE, SEPARATED.  
AREA OF WORK: BUSINESS (EXISTING)

**TYPE OF CONSTRUCTION: TYPE IIB, UNPROTECTED**

SEE PLAN, ADJACENT: SHADED AREAS ARE NOT IN SCOPE.

THIS RENOVATION / REPAIR AT THE RECEPTION AREA DOES NOT CHANGE ANY OF THE EXISTING CORRIDORS, ENTRIES OR MEANS OF EGRESS BEYOND THE DOORS TO INDIVIDUAL OFFICE SPACES. ANY WORK EXTENDING INTO SHADED AREAS SHALL BE LIMITED TO FINISHES REPAIR AND REPLACEMENT.

LIFE SAFETY PLANS BY OWNER; ANY CHANGES TO BE FIELD VERIFIED AND SUBMITTED BY THE DESIGN-BUILD SUB-CONTRACTOR.

**APPLICABLE CODES & REGULATIONS:**  
MUBEC/IBC 2015  
PORTLAND FIRE CODE CH. 10/NFPA 1, NFPA 101 2009  
ADA 2010

**GENERAL NOTES:**

- FIELD VERIFY ALL DIMENSIONS AND LAYOUT PRIOR TO PROCEEDING WITH WORK. NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES OR INCONSISTENCIES. FAILURE TO REPORT ANY DISCREPANCIES WITHIN THESE CONSTRUCTION DOCUMENTS TO THE ARCHITECT WILL NOT BE GROUNDS FOR ADDITIONAL COST OR CHANGE ORDERS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS (UNLESS NOTED OTHERWISE), AND WORKMANSHIP IN ACCORDANCE WITH FEDERAL, STATE, CITY, AND LOCAL BUILDING CODES AND THEIR REQUIREMENTS.
- CONTRACTOR AND ALL TRADES SHALL NOTE REQUIREMENTS OF "GENERAL NOTES" ON ALL SHEETS.
- EACH TRADE TO PROVIDE SMOKE OR FIRE SEALANT AT PENETRATIONS AS REQUIRED FOR WALL TYPE (UNLESS NOTED OTHERWISE). ALL SEALANT, FIRE STOPPING AND SMOKE STOPPING ASSEMBLIES SHALL BE U.L. RATED.
- REFER TO ALL CONSTRUCTION DOCUMENTS FOR REQUIREMENTS WHICH MAY AFFECT THE WORK IN ANOTHER AREA AND/OR DISCIPLINE AND COORDINATE.
- PROVIDE BLOCKING IN WALLS AS NECESSARY WHERE CASEWORK, FURNITURE, SHELVES, HANDRAILS, AND/OR OTHER MISC. EQUIPMENT IS LOCATED.
- REFER TO G-002 SHEETS FOR GENERAL MOUNTING HEIGHTS.
- DO NOT SCALE CONSTRUCTION DOCUMENTS.
- PROVIDE MEANS "FURNISH AND INSTALL".

**ALTERNATES:**  
#1 & #2: PRICE SEPARATELY TO REPLACE FLOORING IN THESE AREAS.  
#3: PROVIDE PRICING & SCHEDULE IMPLICATIONS TO FABRICATE LOW WALLS AND DIVIDER WALLS AT CHECK-IN DESK AS MILLWORK IN LIEU OF GWB PARTITIONS.

REV	DESCRIPTION	DATE
0	ISSUE FOR CONSTRUCTION	10-29-18

**ISSUE FOR CONSTRUCTION**  
10-29-18

CURRENT ISSUE STATUS:

SMRT Architects and  
144 Fore Street/P.O. Box  
Portland, Maine

ARCHITECTURE [ENGINEERING] PLANNING [INTERIORS] ENERGY **SMRT**

**ORTHOASSOCIATES PT**  
**OA PORTLAND RECEPTION**

PORTLAND, ME

**COVER SHEET, LEGEND AND ABBREVIATIONS**

SHEET TITLE:

SCALE: AS NOTED

PROJECT MANAGER:	RAC	PROJECT NO.:	18164
A/E OF RECORD:	RAC		
JOB CAPTAIN:			
DRAWN BY:	JCH		
SMRT FILE:	GI001-18164	SHEET No.:	<b>GI001</b>

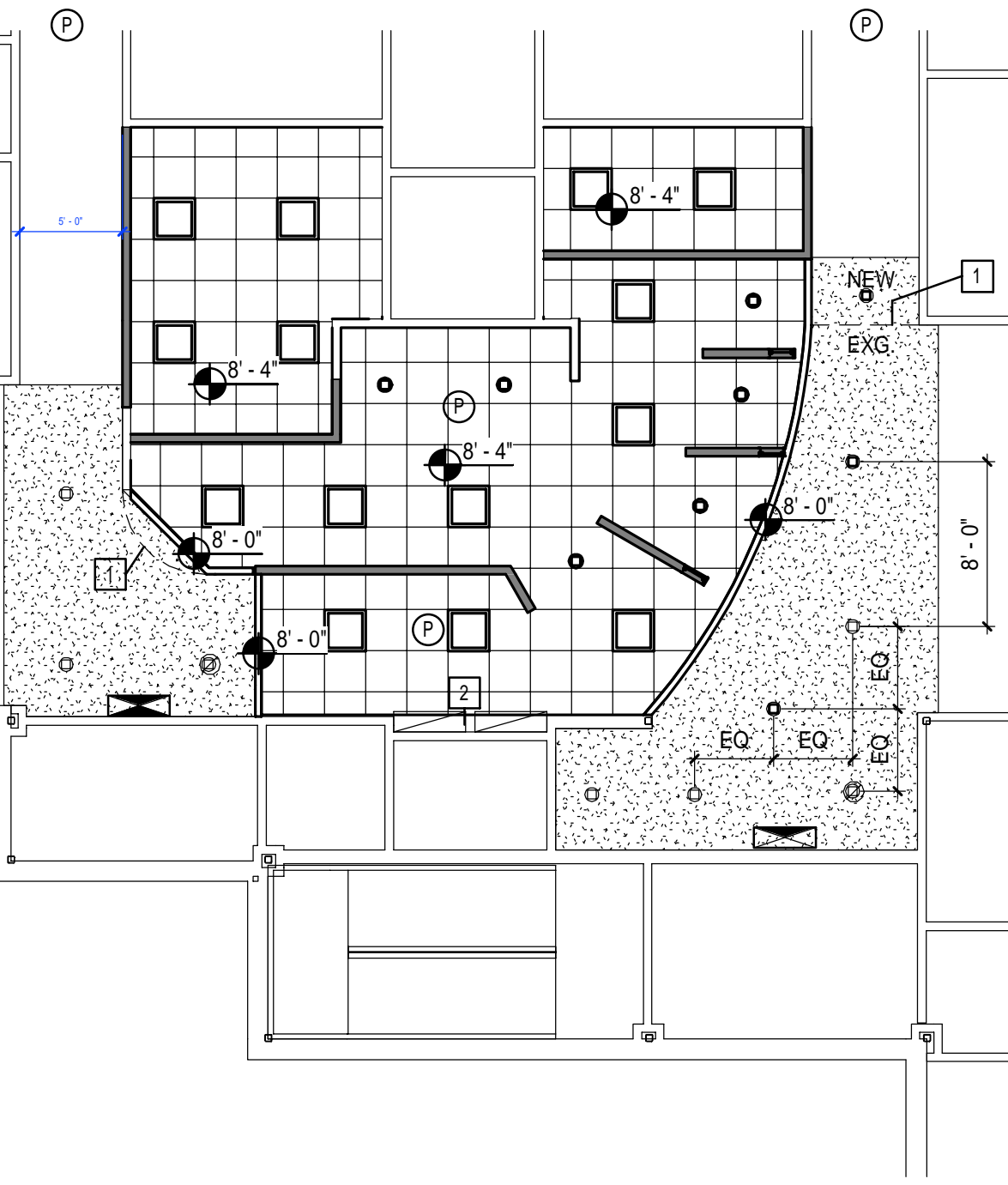
**OA Centers for Orthopaedics**  
**Spectrum Healthcare Partners**

**CEILING NOTES:**

- SEE G1001 FOR GENERAL PROJECT NOTES.
- SEE FINISH SCHEDULE FOR CEILING AND CEILING GRID TYPES.
- EXCEPT WHERE INDICATED, CENTER CEILING GRIDS IN ROOMS. USE HALF TILES OF GREATER @ PERIMETERS WHEN POSSIBLE.
- ALIGN CEILING ITEMS AS SHOWN, WITH COMMON CENTERLINES TYPICALLY. CENTER ITEMS IN CEILING, OR IN AREAS UNLESS INDICATED OTHERWISE.
- WHERE REGULAR OR BEVELED TILE IS USED, PAINT ALL CUT EDGES TO MATCH.
- CAULK JOINT BETWEEN CEILING GRID (WALL ANGLE) AND WALL WHERE GAPS ARE LARGER THAN 1/8" OR GREATER. PROVIDE ACCESS PANELS AS REQUIRED IN GWB CEILINGS FOR ACCESS AS REQUIRED BY ALL TRADES.
- FIRE SPRINKLERS SHALL BE CENTERED IN CEILING TILE OR HALF TILE AS SHOWN. FIRE SPRINKLERS SHALL BE LOCATED IN ALIGNMENT WITH OTHER CEILING ITEMS AND SHALL BE PLACED IN COORDINATION WITH LIGHT FIXTURE POSITIONS INDICATED, TYPICAL.
- WHERE ARCHITECTURAL DRAWINGS DEPICT MECHANICAL OR ELECTRICAL ITEMS OR EQUIPMENT (LIGHTS, DIFFUSERS, ETC.) INSTALLATION OF SUCH ITEMS SHALL BE COORDINATED WITH EACH RESPECTIVE TRADE SUB-CONTRACTOR.
  - EXIT SIGNS & OTHER LIFE SAFETY DEVICES ARE EXISTING TO REMAIN, OR SHALL BE RE-INSTALLED IN EQUIVALENT LOCATION IN THE EVENT OF CONFLICT WITH SCOPE OF WORK.
  - LIGHTING BASIS OF DESIGN:
    - NEW 2X2 LED DIR-INDIRECT FIXTURES AS SHOWN OR SIMILAR TO PROVIDE EVEN LIGHT LEVELS.
    - DOWNLIGHTS ARE EXISTING OR RELOCATED EXISTING. PROVIDE LED BULBS IN AREA OF WORK.
  - RELOCATE EXISTING DIFFUSERS FOR EVEN DISTRIBUTION OF HVAC.
- WHERE DRAWINGS DO NOT ACCESS INSTALLATION METHODOLOGY, THE CONTRACTOR SHALL BE BOUND TO PERFORM IN STRICT COMPLIANCE WITH THE MANUFACTURER'S SPECIFICATIONS, AND STANDARD INDUSTRY STANDARDS.

**CEILING KEYED NOTES:**

- EXTENTS OF NEW GWB CEILING. MATCH HEIGHT OF EXISTING GWB.
- EXISTING LIGHT COVE - REPLACE W/ LED.



LEVEL 1 - CEILING PLAN (G9)  
1/8" = 1'-0"

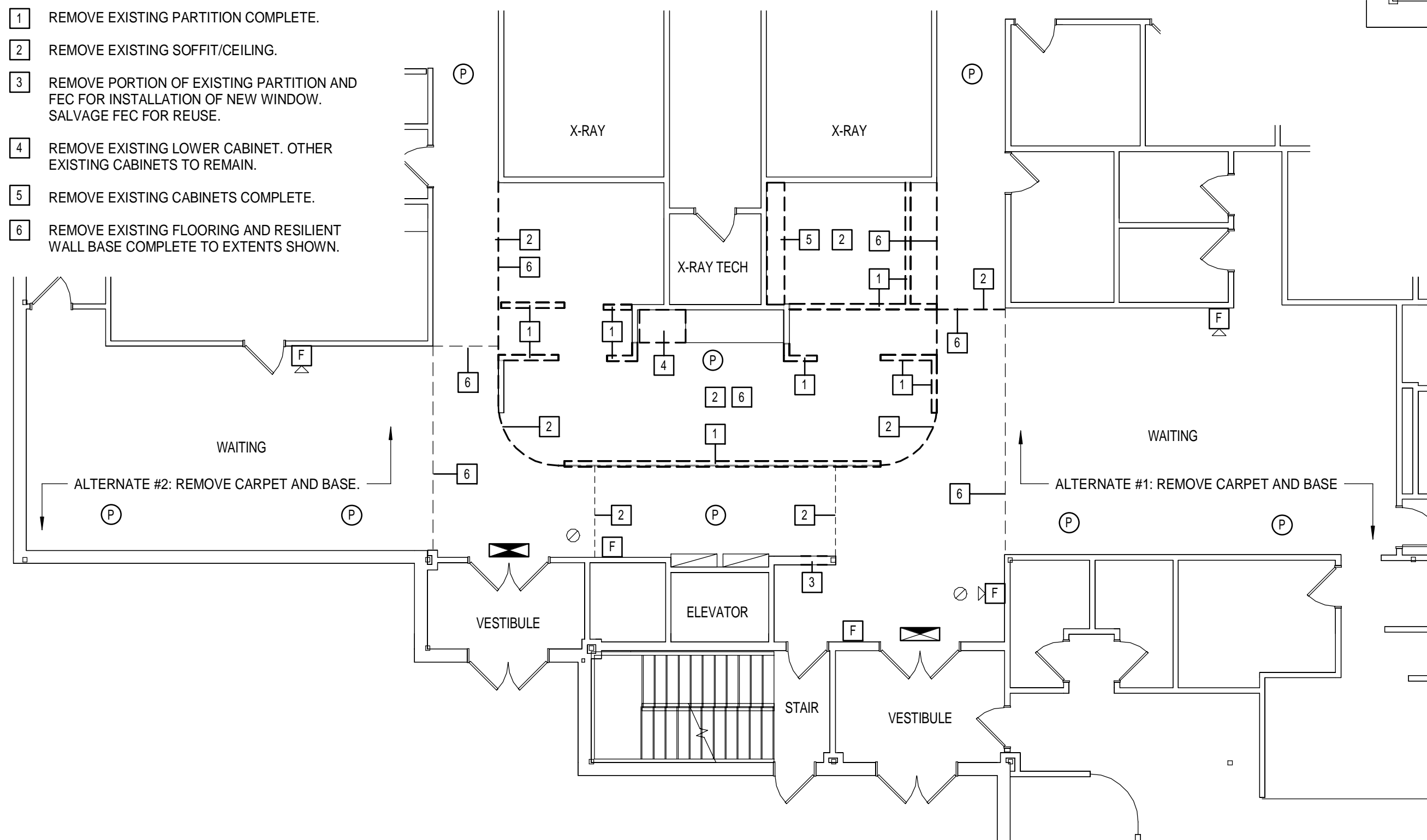
**LIFE SAFETY LEGEND:**

- F FIRE ALARM PULL STATION.
- P FIRE ALARM PHOTOELECTRIC SMOKE DETECTOR.
- F FIRE ALARM HORN/STROBE.
- FAA FIRE ALARM ANNUNCIATOR.
- ⊙ EMERGENCY LIGHT (DOWNLIGHT)
- ◻ EMERGENCY LIGHT (RECESSED, LINEAR)
- EXIT SIGN

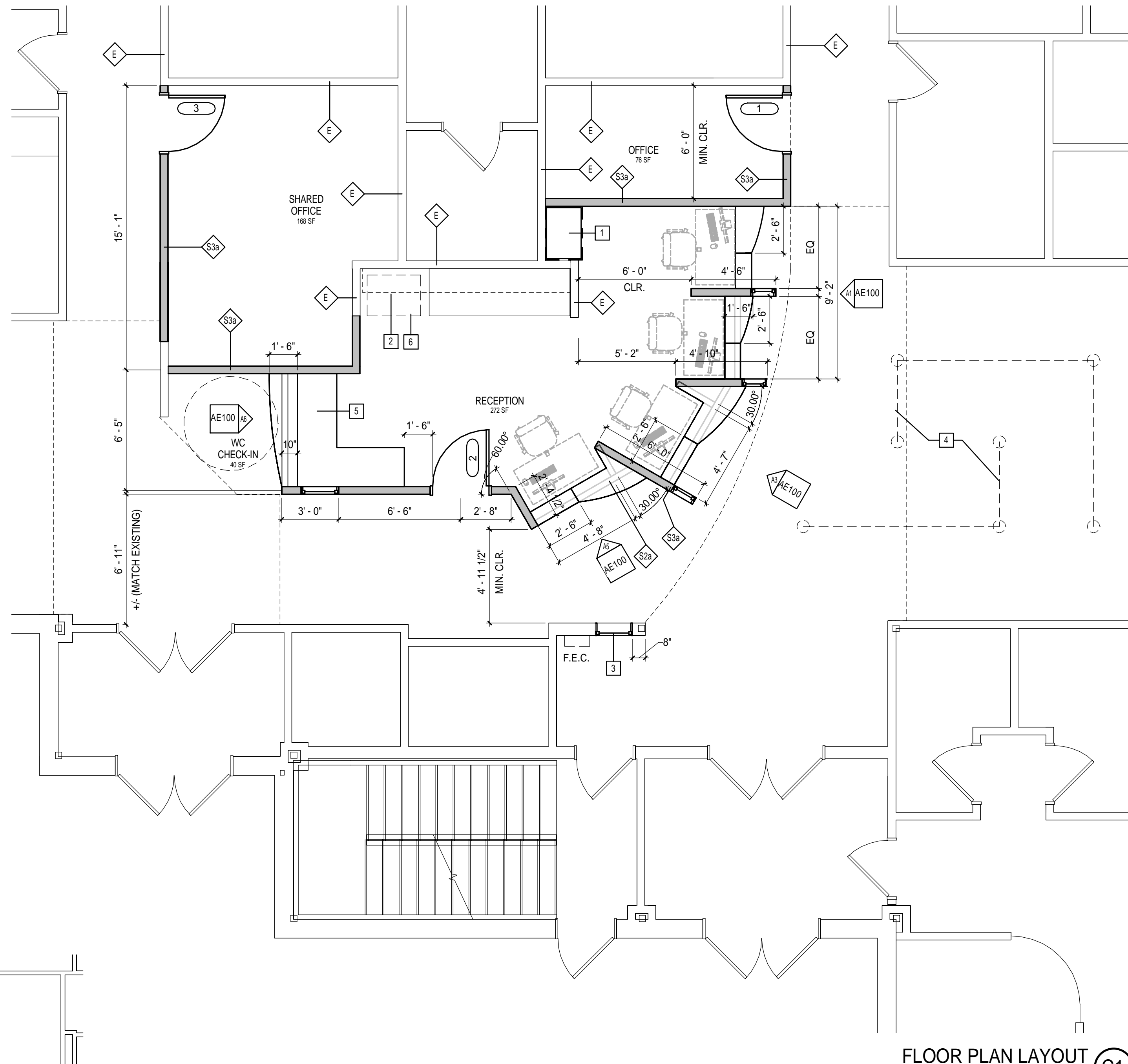
PROTECT EXISTING ELEMENTS/FINISHED TO REMAIN. ANY DAMAGE TO ETR WALLS, CASEWORK, CEILING, FINISHES, AND OTHER ARCHITECTURAL ELEMENTS DURING DEMOLITION AND CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST.

**DEMOLITION KEYED NOTES:**

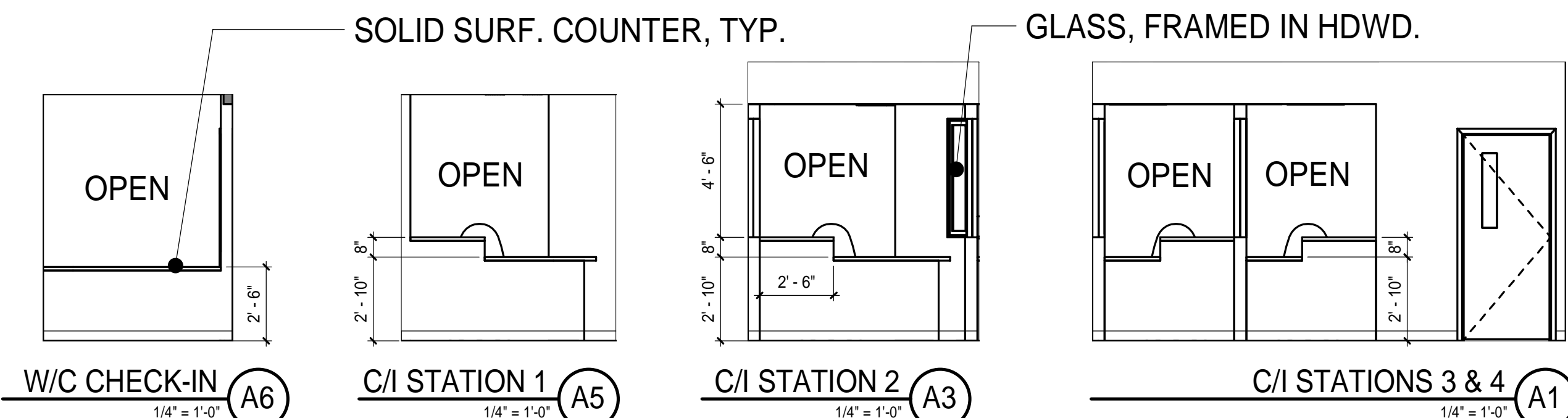
- REMOVE EXISTING PARTITION COMPLETE.
- REMOVE EXISTING SOFFIT/CEILING.
- REMOVE PORTION OF EXISTING PARTITION AND FEC FOR INSTALLATION OF NEW WINDOW. SALVAGE FEC FOR REUSE.
- REMOVE EXISTING LOWER CABINET. OTHER EXISTING CABINETS TO REMAIN.
- REMOVE EXISTING CABINETS COMPLETE.
- REMOVE EXISTING FLOORING AND RESILIENT WALL BASE COMPLETE TO EXTENTS SHOWN.



LEVEL 1 - DEMOLITION PLAN (A8)  
1/8" = 1'-0"



FLOOR PLAN LAYOUT (C1)  
1/4" = 1'-0"



**PLAN NOTES:**

- SEE G-001 FOR GENERAL PROJECT NOTES, LEGENDS AND ABBREVIATIONS.
- SEE G-002 FOR GENERAL MOUNTING HEIGHTS, TOP OF WALL DETAILS AND PARTITION TYPES.
- CONTRACTOR IS RESPONSIBLE FOR REVIEWING CODE COMPLIANCE PLANS AND NOTIFYING THE ARCHITECT OF CONFLICTS BETWEEN WHAT IS IN THE FIELD AND ON THE CODE DOCUMENTS.
- DIMENSIONS ARE FACE OF CONCRETE, FACE OF MASONRY AND CENTERLINE OF STUD, UNLESS NOTED OTHERWISE.
- DOOR JAMS (HINGE SIDE) SHALL BE 6" FROM CORNER IN STUD PARTITIONS AND 8" FROM CORNER IN MASONRY PARTITIONS UNLESS NOTED OTHERWISE.
- REFER TO DETAILS FOR ADDITIONAL DIMENSIONING INFORMATION.
- REFER TO ENLARGED PLANS FOR PARTITION TYPES AND DIMENSIONS IN AREAS WHICH ARE DETAILED AT A LARGER SCALE.
- FURNITURE AND OWNER PROVIDED EQUIPMENT ARE INDICATED BY DASHED LINE TYPE.
- CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF OWNER PROVIDED EQUIPMENT INCLUDING BUT NOT LIMITED TO DIMENSIONAL INFORMATION, AND MECHANICAL, ELECTRICAL AND PLUMBING REQUIREMENTS.

**PLAN KEYED NOTES:**

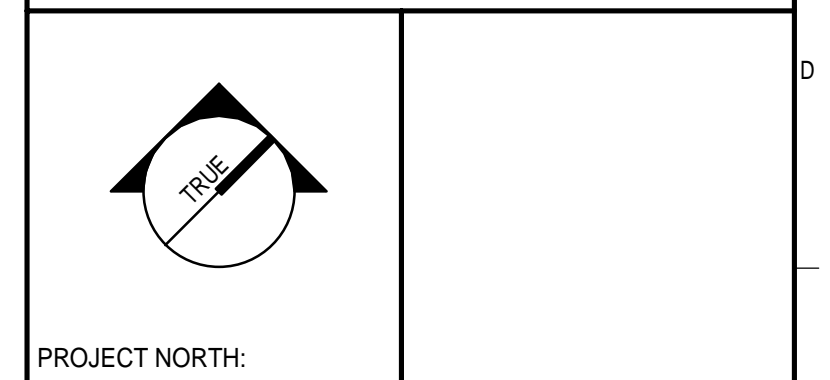
- NEW COAT CLOSET CABINET.
- REMOVE LOW SECTION, OTHER EXIST. CABINETS TO REMAIN.
- ADD WINDOW, SILL @ 42" AFF. REUSE EXISTING ALUM. FRAME. FIELD VERIFY DIMENSIONS FROM SALVAGED STOREFRONT FRAMING.
- PORTABLE QUEUE BY OWNER.
- 2'-0" PLAM COUNTER, 2'-6" AFF ON MTL. BRACKETS. NO BACKSLASH, PROVIDE COLOR-MATCHED CAULKING BETWEEN TRANSACTION COUNTER AND WORK COUNTER.
- OWNER-PROVIDED PRINTER.

ALTERNATES:  
#1 & #2: PRICE SEPARATELY TO REPLACE FLOORING IN THESE AREAS.  
#3: PROVIDE PRICING & SCHEDULE IMPLICATIONS TO FABRICATE LOW WALLS AND DIVIDER WALLS AT CHECK-IN DESK AS MILLWORK IN LIEU OF GWB PARTITIONS.

REV	DESCRIPTION	DATE
0	ISSUE FOR CONSTRUCTION	10-29-18

ISSUE FOR CONSTRUCTION  
10-29-18

CURRENT ISSUE STATUS:



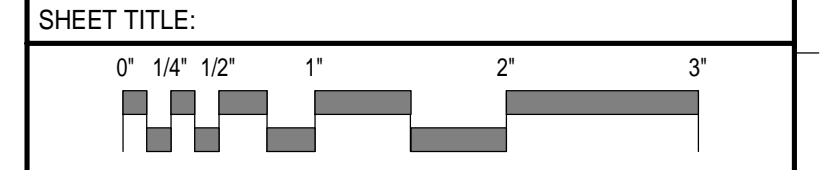
PROJECT NORTH:  
SMRT Architects and  
144 Fore Street/P.O. Box  
Portland, Maine

ARCHITECTURE [ENGINEERING] PLANNING [INTERIORS] ENERGY  
**SMRT**

ORTHOASSOCIATES PT  
OA PORTLAND RECEPTION

PORTLAND, ME

DEMOLITION PLAN, FLOOR PLAN,  
REFLECTED CEILING PLAN, AND  
ELEVATIONS



SCALE: AS NOTED

PROJECT MANAGER: RAC	PROJECT NO: 18164
A/E OF RECORD: RAC	
JOB CAPTAIN:	
DRAWN BY: JCH	
SMRT FILE: AE100-18164	SHEET No. <b>AE100</b>



Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions  
12/13/2018

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

# Certificate of Accessible Building Compliance

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

Project Name: OAPortland Reception Reno

Project Address: 33 Sewall Street

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: 1989
  - Addition(s)/Alteration(s): Various
- 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

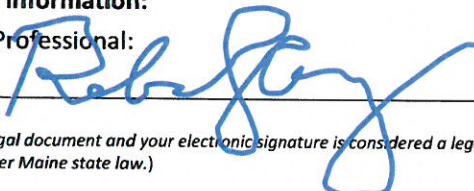
- New Ownership – Readily Achievable Barrier Removal: \_\_\_\_\_

### 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.)*

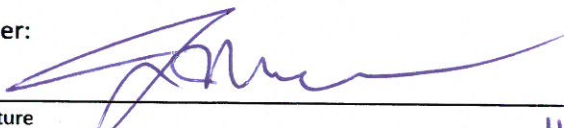
Name: Rebecca S Casey

Address: SMRT, Inc.  
144 Fore St, Portland 04101

Phone: 207-321-3846

Maine Registration #: ARC2915

Owner: \_\_\_\_\_

Signature  11/5/2018  
*(This is a legal document and your electronic signature is considered a legal signature per Maine state law.)*

Name: T. Marra, MD

Address: Spectrum Medical Group  
33 Sewall St. Portland, ME 04105

Phone: (207) 828-2100