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Inspections Division
Approved with Conditions

Date: 11/14/14

COMMERCIAL LEASE
(MODIFIED GROSS LEASE)

1. PARTIES: **1717 CONGRESS STREET, LLC**, a Maine limited liability com mailing address at One Horseshoe Drive, Scarborough, Maine 04074, **("Landlord")**, hereby leases to **CREATING SPACE YOGA, LLC**, a Maine limited liability company with a mailing address of 1717 Congress Street, Portland, Maine (**"Tenant"**), and the Tenant hereby leases from Landlord, the following described premises:

2. PREMISES: The Premises are deemed to contain approximately 2,045 square feet of space. The Premises are located on the 1st floor at 1717 Congress Street, Portland, Maine, together with the right to use, in common with others entitled thereto, the hallways, stairways, and elevators necessary for access to said Leased Premises, and lavatories nearest thereto. Tenant shall have access to use driveways and parking areas. Tenant shall have access to parking on-site in common with other tenants of Landlord and additional parking as permitted by the adjacent church/lot owner pursuant to Section 33 below. The Leased Premises are accepted in "as is" condition, except for 'Landlord's Work" as defined in Section 11 below.

3. TERM: The term of this Lease shall be for **FIVE (5) years**, unless sooner terminated as herein provided, commencing on December 1, 2014 and ending on November 30, 2019. Notwithstanding the foregoing, the Tenant shall be entitled to occupy the Premises upon substantial completion of Landlord's Work, as hereinafter defined, but in no event later than October 31, 2014.

4. BASE RENT: The Tenant shall pay to Landlord the following base rent:

A. Lease Year
Year 1

Within ten (10) days after the full execution of this Lease by the parties, Tenant shall pay ($5,000.00) to Landlord which shall be applied to the first five (5) months of base rent commencing on December 1, 2014 at One Thousand Dollars ($1,000.00) per month for the period December, 2014 through April, 2015. Beginning in the sixth month, Tenant shall pay rent in advance in the amount of One Thousand Six Hundred Dollars ($1,600.00) per month for the next seven months for the period May, 2015 through November, 2015.

B. Lease Year	**Annual Base Rent**	**Monthly Rent**
Year 2	$21,775.00/yr. modified gross	$1,814.58/mo. modified gross
Year 3	$22,210.50/yr. modified gross	$1,850.87/mo. modified gross
Year 4	$22,654.71/yr. modified gross	$1,887.89/mo. modified gross
Year 5	$23,107.80/yr. modified gross	$1,925.65/mo. modified gross

Tenant shall pay rent in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate, the following being now so designated: **1717 CONGRESS STREET, LLC: One Horseshoe Drive, Scarborough, Maine 04074**. If Tenant

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does not pay base rent, supplemental and additional rents, or other fees and charges v pursuant to the terms of this Lease, then Landlord, in its sole discretion, may charge, any other remedies it may have, a late charge for each month or part thereof that Ten the amount due after seven (7) days following the due date. The late charge shall be percent (4%) of the amount due Landlord each month in addition to the rent then due. Late charges shall accrue monthly each month that they are outstanding.

5. RENEWAL OPTION: So long as Tenant is not in default of this Lease at the time of its exercise of the option to renew, Tenant shall have the option to renew this Lease for one (1), five (5) year term. In order to exercise Tenant's option, Tenant shall notify Landlord in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall increase as follows.

Lease Year	**Annual Base Rent**	**Monthly Rent**
Year 6	$23,569.96/yr. modified gross	$1,964.16/mo. modified gross
Year 7	$24,041.36/yr. modified gross	$2,033.45/mo. modified gross
Year 8	$24,522.19/yr. modified gross	$2,043.52/mo. modified gross
Year 9	$25,012.63/yr. modified gross	$2,084.39/mo. modified gross
Year 10	$25,512.88/yr. modified gross	$2,126.07/mo. modified gross

In the event that Tenant fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT: Upon the execution of this Lease, the Tenant shall pay to the Landlord the amount of One Thousand Eight Hundred Fifteen Dollars ($1,815.00) which shall be held as a security for the Tenant's performance as herein provided and refunded to the Tenant without interest at the end of this Lease subject to the Tenant's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT

A TAX ESCALATION: If in any tax year commencing with the fiscal year **2015**, the real estate taxes on the land and buildings, of which the Leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year **2014** (hereinafter called the "Base Year"), Tenant will pay to Landlord as additional rent hereunder, in accordance with subparagraph C of this Article, fifty percent (50%) of any such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to Tenant.

B. OPERATING COST ESCALATION: Tenant shall pay to Landlord as additional rent hereunder in accordance with subparagraph C of this Article, fifty percent (50%) of any increase in operating expenses over those incurred during the calendar year **2014**. Operating

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expenses are defined for the purposes of this Lease as operating expenses per building and its appurtenances and all exterior areas, yards, plazas, sidewalks and the like then (i.e. as of said last day of the calendar year concerned) locat the building but related thereto and the parcels of land on which they are loca building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by Landlord related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, ~~non-capital roof repairs~~ and all other repairs, improvements and replacements required by law or necessary to keep the building in a well-maintained condition; (v) ~~all costs of snow and ice removal, landscaping and grounds care~~; (vi) all other costs of the management of the building, including, without limitation reasonable, property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by Landlord. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year except in the last year of the term of the lease or any extension thereof, in which case all monies shall be refunded to the Tenant.

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C.C.

C. During each year of the term of this Lease, Tenant shall make monthly estimated payments to Landlord, as additional rent for Tenant's share of such increases in real estate taxes and Operating Expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of Tenant's annualized share of Landlord's projected increases for the current year. After the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of such increases and also showing Tenant's share of the same. Tenant shall within thirty (30) days after such delivery, pay Tenant's share to Landlord, as additional rent, less any estimated payments. If the estimated payments exceed Tenant's share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES: The Tenant shall pay, as they become due, all bills for electricity and other utilities (excluding water, which Landlord agrees to pay), whether they are used for furnishing heat or other purposes, that are furnished to the Leased Premises, including but not limited to electricity costs, HVAC costs, lights, plugs, and internet/cable. The Tenant shall also be responsible for janitorial services for its premises. The Landlord agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the Leased Premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as part of the structure of the building, and to light 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 the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Landlord's control.

RESURGAM CITY OF PORTLAND, MAINE
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Landlord shall have no obligation to provide utilities or equipment other than the util equipment within the premises as of the commencement date of this Lease. In the ev requires additional utilities or equipment, the installation and maintenance thereof sh Tenant's sole obligation, provided that such installation shall be subject to the written consent of the Landlord.

9. USE OF LEASED PREMISES: The Tenant shall use the Leased Premises only for the purpose of operating a heated yoga studio. Notwithstanding the foregoing, Landlord reserves the right to approve and/or disapprove any proposed use.

10. COMPLIANCE WITH LAWS: The Tenant agrees to conform to the following provisions during the entire term of this Lease: (i) Tenant shall not injure or deface the Leased Premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Leased Premises; (iii) Tenant shall not permit the use of the Leased Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. Tenant shall observe and comply with all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Leased Premises, the building, its facilities and approaches. Tenant agrees to keep the Leased Premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in Tenant's use thereof required by law or any public authority as a result of Tenant's use or occupancy of the premises or Tenant's alterations or additions thereto, which alterations, improvements and installations shall be subject to Landlord's consent as provided in this Lease. Landlord warrants that at the commencement of the term of this Lease there are no hazardous materials on or about the Premise and will indemnify and hold the Tenant harmless for any loss or damage incurred by Tenant, including attorneys fees, in connection with enforcement of same.

11. MAINTENANCE:

A. TENANT'S OBLIGATIONS: Tenant acknowledges by entry thereupon that the Leased Premises are in good an satisfactory order, repair and condition, and covenants during said term and further time as the Tenant holds any part of said premises to keep the Leased Premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if Tenant has leased ground floor space, Tenant covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed. Tenant will be responsible for its pro-rata share of any increases in operation and real estate expenses, and for all expenses covering common area maintenance, management, insurance and common area utilities, etc.

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B. LANDLORD'S OBLIGATIONS: The Landlord agrees to maintain and repair the roof, exterior walls and structure of the building of which the Leased Premises are a part in the

C.C. from the inside.

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same condition as they are at the commencement of the term or as it may be p term of this Lease, reasonable wear and tear, damage by fire and other casualt excepted, unless such maintenance or repair is made necessary by fault or neg Tenant or the employees, contractors, agents, or invitees of Tenant, in which maintenance or repair shall be at the expense of the Tenant and Tenant shall pay all costs thereof. Prior to the Tenant's occupancy of the Premises, the Landlord agrees to strip the existing floor in the Premises and remove the bench and countertop in the studio area of the Premises (the "Landlord's Work").

12. ALTERATIONS-ADDITIONS: Other than Tenant's Work as defined in Section 30 below, the Tenant shall not make any further alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside the Leased Premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except the Tenant to use any part of the Leased Premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the Landlord. Tenant shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the building, the premises, or any portion thereof.

13. ASSIGNMENT-SUBLETTING: The Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Leased Premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance, which consent shall not be unreasonably withheld.

14. SUBORDINATION AND QUIET ENJOYMENT: 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 Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the Tenant performs all of its obligations under this Lease, the Tenant shall be entitled to the quiet enjoyment of the Leased Premises.

15. LANDLORD'S ACCESS: The Landlord or agents of the Landlord may, at all reasonable times during the term of this Lease, enter the Leased Premises after reasonable notice, except in the case of an emergency which shall require no notice, (i) to examine the Leased Premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by the Landlord in writing; (ii) to show the Leased Premises to prospective purchasers and mortgagees, and (iii) to show the Leased Premises to prospective tenants during the six (6) months preceding the expiration of this Lease. Landlord also reserves the right at any time within six (6) months before the expiration of this Lease to 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 to keep the same so affixed without hindrance or

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molestation. Landlord shall have the right, at all times during the term of this Lease, Premises for mold or other heat related issues.

16. INDEMNIFICATION AND LIABILITY: Tenant will defend and, except to the extent caused solely by the gross negligence or willful conduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Leased Premises. Tenant shall also pay Landlord's expenses, including reasonable attorneys' fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the Leased Premises or due to any act or neglect of Tenant or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Leased Premises, whether owned by the Tenant or others.

17. TENANT'S LIABILITY INSURANCE: Tenant shall (i) insure Tenant and Landlord, as their interests appear, with general public liability coverage on the Leased Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve, but in amounts not less than **Three Million Dollars ($3,000,000.00)** combined single limit/aggregate with deductibles of not less than $5,000.00 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Leased Premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE, CASUALTY - EMINENT DOMAIN: Should a portion of the Leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises unfit for use and occupation and the Landlord does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use

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and occupation. Landlord reserves and excepts all rights to damages to the Leased P building and leasehold hereby created, accrued or subsequently accruing by reason of lawfully done in pursuance of any public, or other, authority; and by way of confirma grants to Landlord all Tenant's rights to such damages and covenants to execute and further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the Leased Premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

19. DEFAULT AND BANKRUPTCY. In the event that:

The Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or

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

The leasehold hereby created shall be taken upon execution, or by other process of law; or

Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by Tenant under any bankruptcy, insolvency, or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord shall be entitled to all remedies available to Landlord at law and equity, including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the Tenant, or, if permitted by law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately be liable for and pay to Landlord the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, Tenant agrees to pay Landlord, as damages for any above-described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE: Any notice from the Landlord to the Tenant relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the Tenant, or if mailed to the Leased Premises, registered or certified mail, return receipt requested,

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postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlo the Leased Premises or to the occupancy thereof, shall be deemed duly served, if ma Landlord by registered or certified mail, return receipt requested, postage prepaid, ad Landlord at Landlord's address set forth in Article 1, or at such other address as the l from time to time advise in writing.

21. SURRENDER: The Tenant shall at the expiration or other termination of this Lease peaceably yield up the Leased Premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Leased Premises, repairing all damage caused by such removal, and leaving the Leased Premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the Leased Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.

22. HAZARDOUS MATERIALS: Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agent or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Leased Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will with advance notice at all reasonable times permit Landlord or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from Landlord copies of all records which Tenant may be obligated by federal, state, or local law to obtain and; (iv) that upon termination of this Lease, Tenant will, at its expense, remove all Hazardous Materials from the Leased Premises which came to exist on, in or under the Leased Premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) Tenant further agrees to deliver the Leased Premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinance or regulations, whether federal, state or local. Landlord warrants that at the commencement of the term of this lease there are no hazardous materials on or about the premise and will indemnify and hold the Tenant harmless for any loss or damage incurred by Tenant, including attorneys fees, in connection with enforcement of same.

23. LIMITATION OF LIABILITY: Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

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24. LANDLORD DEFAULT: Landlord shall in no event be in default in the per any of its obligations hereunder unless and until Landlord shall have failed to perforr obligations within thirty (30) days of such additional time as is reasonably required t such default after written notice by the Tenant to the Landlord properly specifying wl Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Leased Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim.

25. WAIVER OF RIGHTS: No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any breach of the same or other condition or duty.

26. SUCCESSORS AND ASSIGNS: The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person, except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER: If Tenant fails to vacate the Leased Premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover at the termination of this Lease and terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Leased Premises at the termination of this Lease.

28. MISCELLANEOUS: If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Landlord and Tenant agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the

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provisions hereof. This Lease shall be governed exclusively by the provisions hereo: laws of the State of Maine. The headings herein contained are for convenience only, be considered a part of this Lease.

29. BROKERAGE: Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises, and in the event of any brokerage claims against Landlord by anyone claiming to have acted as broker for Tenant, Tenant agrees to defend and indemnify Landlord against any such claim. Landlord warrants and represents to Tenant that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises other than CBRE/The Boulos Company (Landlord's Broker). Landlord agrees to pay Landlord's Broker any commission due upon execution of this Lease, and in the event of any brokerage claims against Tenant by Landlord's Broker, Landlord agrees to defend and indemnify Tenant against any such claim.

30. TENANT'S WORK: The term "Tenant's Work" as used herein shall mean the improvements listed on Exhibit A attached hereto and made a part hereof. Tenant shall not commence construction of Tenant's Work until Landlord has approved all plans and specifications of Tenant's Work. Tenant shall complete Tenant's Work at Tenant's sole cost and expense and in a good and workmanlike manner, using good materials. The design and construction of Tenant's Work shall conform to any and all requirements of applicable building, plumbing, electrical and fire codes and shall comply with all applicable laws, orders, and regulations of any governmental authority having jurisdiction over same. Tenant shall not suffer any mechanics' lien to be filed against the Premises by reason of Tenant's Work, or labor, services or materials performed or furnished to Tenant in connection with Tenant's Work. Landlord and Tenant to mutually agree on specifics of Tenant's Work prior to commencement of such work.

31. ZONING: It shall be the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its intended use of the Premises and for Tenant's Work. Landlord makes no representations or warranties as to the suitability of, or the ability of Tenant to obtain, regulatory approval for the tenant's intended use of the Premises.

32. SIGNAGE: All signage for the Premises shall be provided at Tenant's sole cost and expense and subject to the prior written approval, which shall not be unreasonably withheld or delayed, of design and location by Landlord prior to installation and also subject to any local or municipal rules and regulations regarding same.

33. SHARED PARKING CONTINGENCY: Prior to Nov., 2014, Tenant shall have obtained approval from the adjacent church/lot owner for the use of up to 30 additional vehicle parking spaces during yoga classes. Such approval for additional parking must be mutually agreeable to the church/lot owner, the Tenant, and the Landlord. The contingencies provided for in this paragraph must be satisfied prior to Tenant's occupancy. See Attached Letter from Church.

[Signatures on Next Page]

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 11/14/14

IN WITNESS WHEREOF, the said parties hereunto have set their hands and 15th day of October, 2014.

TENANT	LANDLORD
CREATING SPACE YOGA, LLC	**1717 CONGRESS STREET, LLC**
Signature	Signature
member	Member
Title	Title
Amy S O'Connor	Nancy Flynn
Witness to Tenant	Witness to Landlord

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 11/14/14

GUARANTY

For value received, and in consideration for, and as an inducement to Landlord to ent foregoing Lease with **CREATING SPACE YOGA, LLC,** Tenant, **CAROL COLS** ("Guarantor") does hereby unconditionally guaranty to Landlord the complete and du of each and every agreement, covenant, term and condition of the Lease to be performed by Tenant, including without limitation the payment of all sums of money stated in the Lease to be payable by Tenant. The validity of this guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, or impaired by reason of the granting by Landlord of any indulgences to Tenant. All of the terms and provision of this guaranty shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of Guarantor

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 15 day of October, 2014.

GUARANTOR:

Carol Colson

Carol Colson

o:\lawoffice\realty\johnson, glenn\lease modified gross commercial.doc

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/14/14

Exhibit A

Tenant's Work

- Install one (1) additional restroom with shower (ADA Compliant), and addin existing bathroom.
- Install one (1) private office/changing room per attached floor plan.
- Install leveling compound in center of flooring & install a base floor (bamboo)
- Paint throughout (moisture preventing paint)
- Install moisture barrier ceiling tiles on ceiling
- Install heating system to keep space heated to 80 degrees during class time

Landlord and Tenant to mutually agree on specifics of Tenant's Work prior to Lease signing

Landlords Work (to be completed by Oct. 31, 2014)
Strip existing flooring
Remove bench and countertop in studio area

PORTLAND
CHRISTIAN CHURCH

Pastor Don Drake
Deering Center C
4 Brentwood St., 1
Office (207)773-2
Stroudwater Bapti
1729 Congress St.
Office (207)773-2

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/14/14

October 10, 2014
Mr. Glenn Johnson

Hi Glenn,

I wanted to point out some overlapping schedules that may cause the need for shared use of the parking spaces at the Stroudwater Baptist Church lot.

Please rest assured that your tenant, *Creative Yoga* is welcome to use the spaces as needed when the Church is not being used. Our projected use is Sundays for worship service, Wednesday evenings for a Bible Study and Friday evenings for use by a Community Group.

During the Sunday times, there will probably be no spaces available. Wednesday and Friday evenings the lot is typically half full and we would require that our guests would have priority to open spaces.

Congratulations on your new tenant, I hope it is a long and fruitful business relationship for you both. Please do not hesitate to call to discuss any questions or concerns you or your tenant may have.

Warmest regards,

Jack McInerny
Board of Elders
Portland Christian Church
207-773-2211
207-318-7526 (Cell)

Reviewed for Code Compliance
Inspections Division
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se: from A-3 church space to A-3 Dance
um
usiness)
tion 1 story 6,000sf
on 2 stories 9,000sf
2 hour separation (between A & B) (Fire Barriers)
be on first floor.
isting)

903.2.1.3 A-3 No sprinkler system required
903.2.2 B No sprinkler system required
907.2.1 A No Fire Alarm required
907.2.2 B No Fire Alarm required
1004.1.1 Occupant Load:
2nd Floor Business Areas 2244sf 100 gross 23 people
1st Floor Exercise rooms 2244sf 50 gross 45 people
1014.3 Common path of travel limit: 75'

Detailed NFPA 101 Code Review:
3.3.25.5 Existing Building
6.1.2.1 Assembly Occupancy
6.1.11.1 Business Occupancy
6.1.14.4.1 1-hour separation (between Assembly<300 & Business)
6.2.2.3 Ordinary Hazard contents
7.3.1.2 Occupancy Load:
Exercise w/o equipment: 2244sf 15 gross 150 people
13 Existing Assembly
13.1.6 V(000) permitted for occupancy under 300 on 1st floor
13.3.4.1.1 No alarm system required
13.3.5.1 No sprinkler system required

Detailed ADA Code Review:
36.402 Alterations
36.403 Path of Travel (disproportionality: 20%)
Priority List:
Entrance
Route to altered Area
Restroom
Phones
Drinking Fountains
Parking, storage, alarms etc

Plumbing Code:
Table 4-1 only applies to changes of use resulting in an increased occupancy load

Code Summary:

Existing Use:	Group A-3
Proposed Use:	Group A-3
Existing fire protection:	Not sprinklered
Proposed fire protection:	Not sprinklered
Existing fire alarm:	No fire alarm in tenant space
Proposed fire alarm:	No fire alarm in tenant space
Gross Area:	2244sf (per floor)
Occupancy Load IBC:	45 Occupants
Occupant Load NFPA 101:	150 Occupants

APPLICANT:
CREATING SPACE YOGA
CAROL COLESON
PO BOX 10801
PORTLAND, ME 04104
yogaforme2@yahoo.com
207-671-5972

HATCH KEY
EXISTING WALLS
DEMOLISHED WALLS
PROPOSED WALLS
EXISTING FIXTURES
PROPOSED FIXTURES

Bild Architecture
PO Box 8235
Portland, ME 04104
207-408-0168
evan@bildarchitecture.com

PROJECT NO. 14029
PROJECT Yoga Studio
DRAWN BY EAC
DESCRIPTION Plan
ISSUE 10.10.14
SCALE 1/8"=1'-0"

A
1.0