

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



**This is to certify that**

352 WARREN AVENUE PROPERTIES LLC

**PERMIT ID:** 2012-49541

**Located at**

352 WARREN AVE

**CBL:** 303 G001006

has permission to **COU from Office to Gym; NO Construction**

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

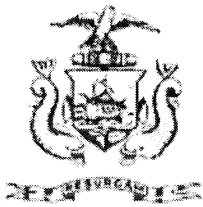
Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise clsoed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

\_\_\_\_\_  
**Fire Prevention Officer**

*Jeannie Bouke*  
\_\_\_\_\_  
**Code Enforcement Officer / Plan Reviewer**

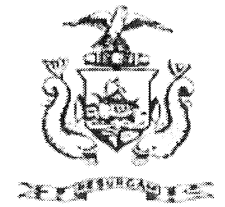
**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
THERE IS A PENALTY FOR REMOVING THIS CARD**



# Certificate of Occupancy

CITY OF PORTLAND, MAINE

Department of Planning and Urban Development  
Building Inspections Division



Location: 352 WARREN AVE

CBL: 303 G001006

Issued To: 352 Warren Avenue Properties Llc

Issued Date: 12/12/2012

**This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 201249541 has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.**

PORTION OF BUILDING OR PREMISES

UNIT #6

APPROVED OCCUPANCY

USE GROUP B  
TYPE 5B  
FITNESS CENTER  
MUBEC 2009

**LIMITING CONDITIONS:** This is a temporary occupancy certificate, which expires on January 4, 2013.

Approved:

*Inspector*

*Inspection Division Director*

**Notice:** This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

**BUILDING PERMIT INSPECTION PROCEDURES**  
Please call 874-8703 (ONLY)  
or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

**REQUIRED INSPECTIONS:**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

## BUILDING PERMIT INSPECTION PROCEDURES

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

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

### Certificate of Occupancy Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* • [www.portlandmaine.gov](http://www.portlandmaine.gov)

Director of Planning and Urban Development  
Jeff Levine

**Job ID:** 2012-10-5250-CH OF  
USE

**Located At:** 352 WARREN AVE  
UNIT 6

**CBL:** 303- G-001-006

## **Conditions of Approval:**

### Zoning

1. Separate permits shall be required for any new signage.

### Building

1. Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.
2. Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans.
3. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
4. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

### Fire

1. The occupancy shall comply with City Code Chapter 10 upon inspection.
2. A separate Fire Alarm Permit is required for new systems. Installation of a fire alarm system is not required by the *Life Safety Code* and this review does not include approval of fire alarm system design or installation. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department.
3. A separate Suppression System Permit is required for all new suppression systems. Installation of a suppression system is not required by the *Life Safety Code* and this review does not include approval of sprinkler system design or installation.
4. Installation of a sprinkler or fire alarm system requires a Knox Box to be installed per city ordinance.
5. Fire extinguishers are required per NFPA 1.

**City of Portland, Maine - Building or Use Permit Application**

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

Job No: 2012-10-5250-CH OF USE	Date Applied: 10/23/2012	CBL: 303- G-001-006	
Location of Construction: 352 WARREN AVE UNIT 6	Owner Name: 352 WARREN AVE PROPERTIES, LLC	Owner Address: 352 Warren Ave, Unit 5  Portland, ME 04103	Phone:
Business Name: WNY Gym	Contractor Name: Leasee	Contractor Address:	Phone:
Lessee/Buyer's Name: Nimeo Abdi	Phone: 207-766-1366	Permit Type: BLDG - Building	Zone:  B-4
Past Use:  Office Space	Proposed Use:  Fitness Center – change of use- tenant fit up	Cost of Work:	CEO District:
		Fire Dept:  11/29/12 <input checked="" type="checkbox"/> Approved w/ conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: SB MUBEC'09
Proposed Project Description: COU from Office to Gym; NO Construction		Signature: <i>[Signature]</i> (58)	Signature: <i>[Signature]</i> 11/15/12
Pedestrian Activities District (P.A.D.)			
Permit Taken By: Brad		<b>Zoning Approval</b>	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>___ Maj ___ Min ___ MM</p> <p>Date: <i>OK w/ condition</i> <i>10/23/12 ABM</i></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input checked="" type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>ABM</i></p>
	<b>CERTIFICATION</b>		

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

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

12-12-12 DWM/BKL/John Martell Len 233-1715

Bldg, ~~Fire~~, Elec OK Hold for Fire TCO OK

TCO issued

B-4.

Brnd.



# General Building Permit Application

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

2012-10-20

Location/Address of Construction: <u>352 Warren Ave - Unit 6</u>		
Total Square Footage of Proposed Structure/Area: <u>200</u>	Square Footage of Lot: <u>41,400</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>303</u> Block# <u>G001</u> Lot# <u>005</u>	Applicant * <b>must</b> be owner, Lessee or Buyer* Name <u>Nimco Abdi</u> Address <u>17 Godfrey St</u> City, State & Zip <u>Portland ME 04102</u>	Telephone: <u>706-1366</u>
Lessee/DBA (If Applicable) <u>WNY Gym</u>	Owner (if different from Applicant) Name <u>352 Warren Ave Len Anderson Properties, LLC</u> Address <u>Unit 5</u> City, State & Zip <u>Portland ME 04103</u>	Cost Of Work: \$ <u>NA</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>30.00</u>
Current legal use (i.e. single family) <u>office</u>		
If vacant, what was the previous use? <u>ret</u>		
Proposed Specific use: <u>Small gym</u>		
Is property part of a subdivision? <u>No</u> If yes, please name _____		
Project description: <u>Change use to allow use of treadmill, recumbent bike and aerobic activity. gym.</u>		
Contractor's name: <u>NA</u>		
Address: _____		
City, State & Zip: _____		
Who should we contact when the permit is ready: <u>Nimco Abdi</u>		Telephone: <u>706-1366</u>
Mailing address: <u>See above</u>		

RECEIVED  
OCT 23 2012  
Dept. of Building Inspections  
City of Portland, Maine

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

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

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

Signature:	Date: <u>9-24-12</u>
------------	----------------------

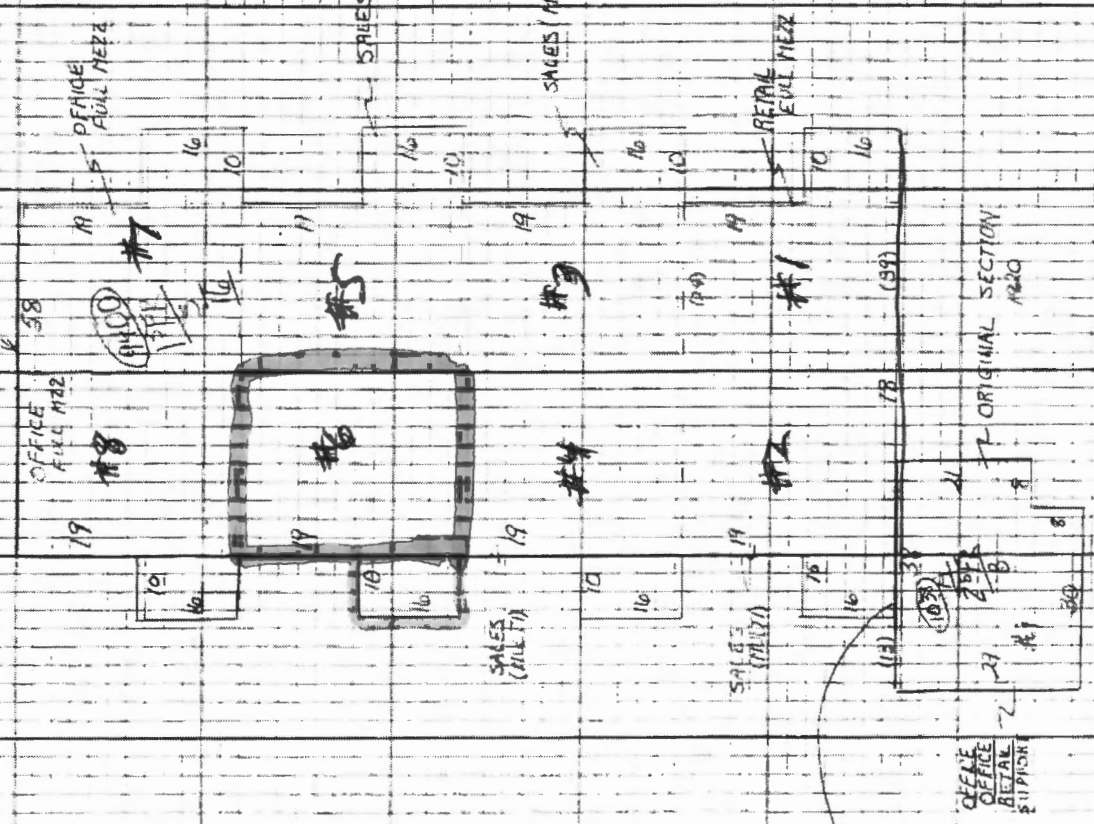
This is not a permit; you may not commence ANY work until the permit is issue



1200 ÷ 400 = 3 spaces required

MASTERCARD 303 6001

W.D. (EGRESS)



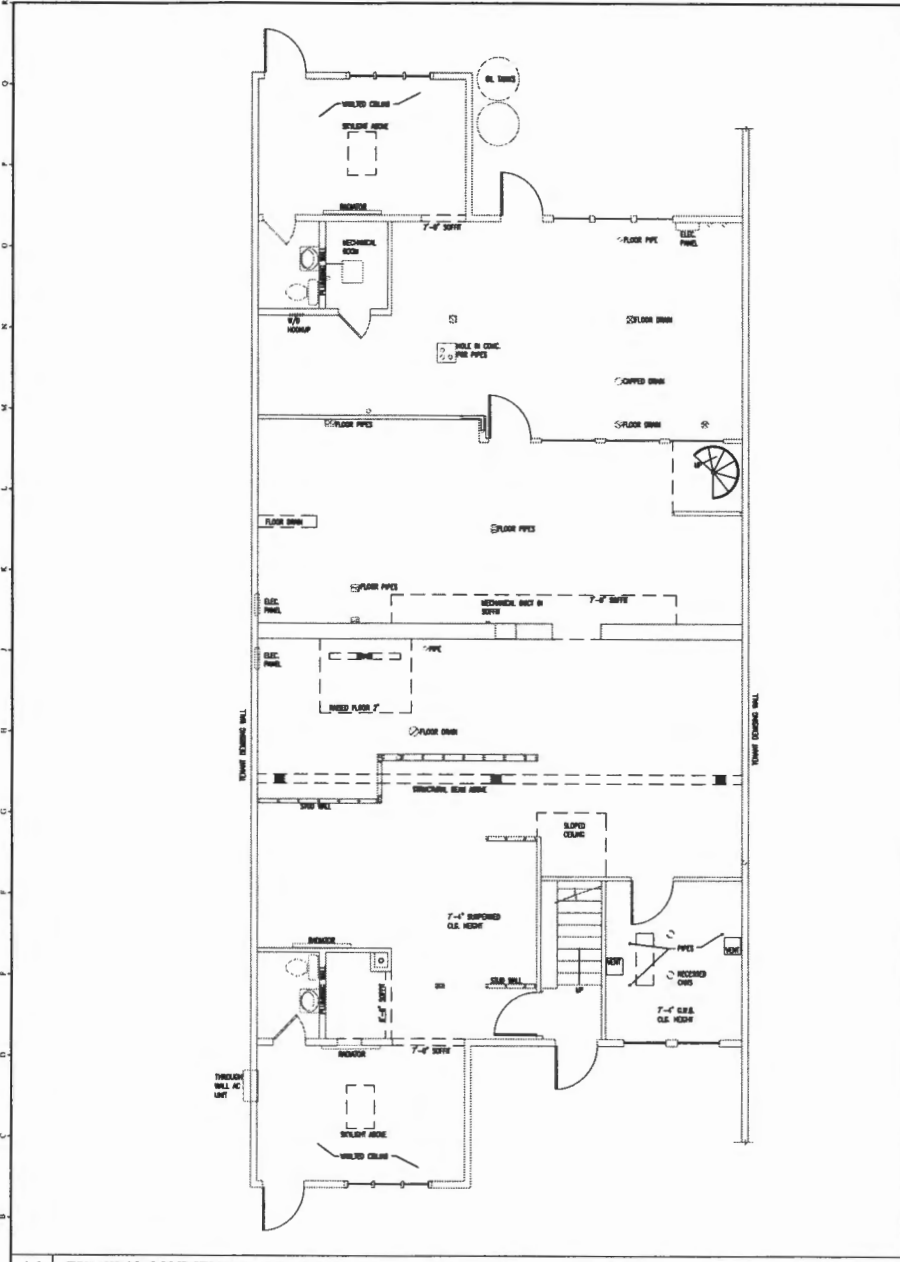
PEAKY - 6005  
 70438A  
 RETAIL = 213A - 276A 140  
 RETAIL (MULTI) = 5875 - 5948 374  
 OFFICE = 2350 - 2374 153

PERMETERS ON CARDS ARE ACTUAL  
 NOT PRO-RATED

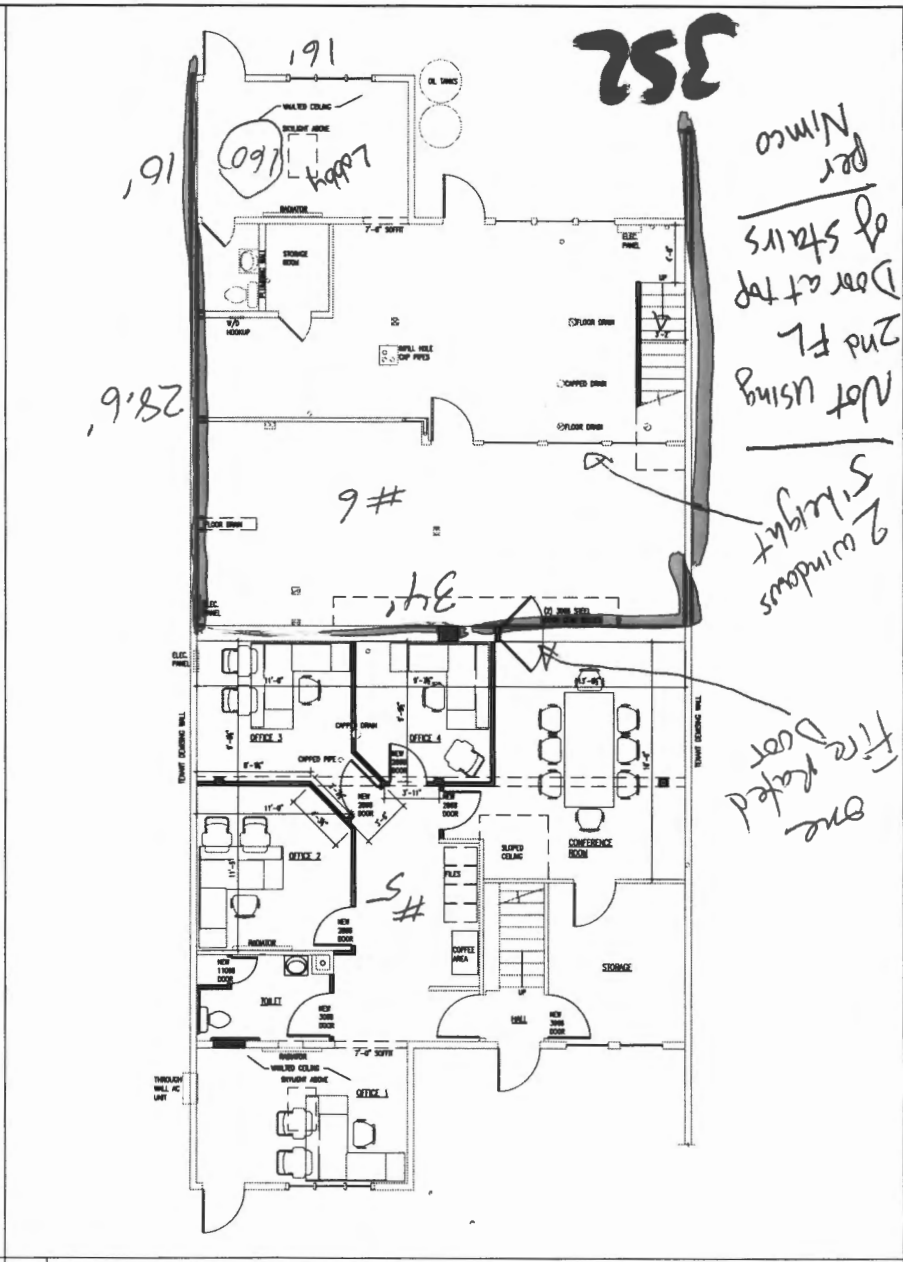
TELEPHONE 6/93  
 1 KIZ...  
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 3 STREET OFFICE...  
 4 JET...  
 5 DOWN...  
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 7 DOWN...  
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 100...

Water Ave

\* about 75 percent space for 8 business



A1 EXISTING CONDITION FLOOR PLAN



A1 PROPOSED FLOOR PLAN

Gawron Turgeon ARCHITECTS  
 27 Main Street  
 Scarborough, Maine 04074  
 www.gawronturgeon.com  
 603.882.1111 or 301.662.2111

352 WARREN AVENUE  
 SUITE #5  
 PORTLAND, MAINE

REVISIONS		
NO.	DATE	DESCRIPTION

DATE:	03.08.10
PROJECT #:	02010
DRAWN BY:	SLP
CHECKED BY:	SMG
DRAWING SCALE:	1/4"=1'-0"

SHEET TITLE  
 EXISTING CONDITION FLOOR PLAN  
 PROPOSED FLOOR PLAN

A100

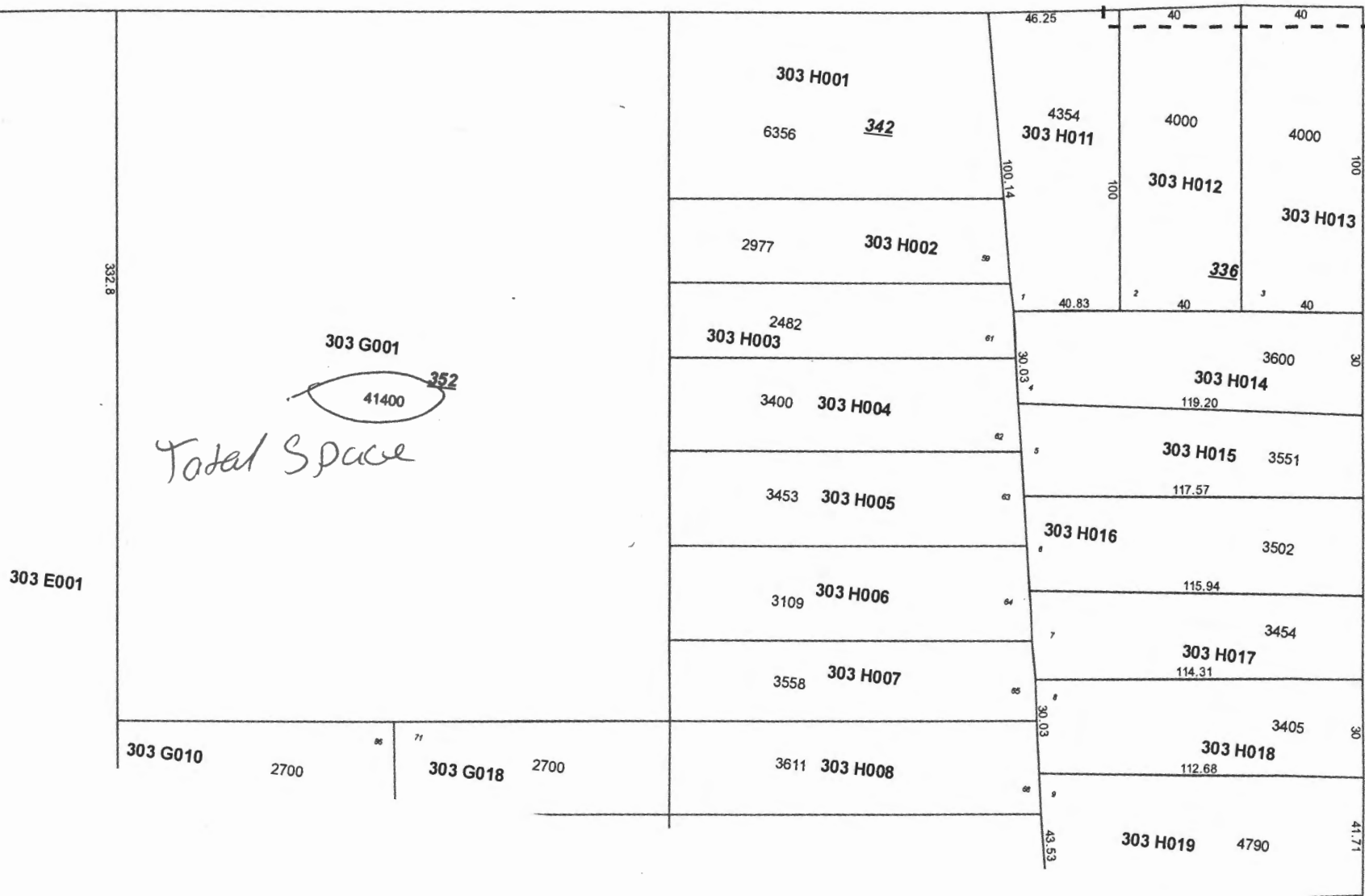
Copyright 1983-2008  
 Gawron Turgeon Architects, Inc.  
 All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Gawron Turgeon Architects, Inc.

per Len Anderson - 2nd Floor is storage used by unit #5 (his b2 office)

189 - 963  
365 - 687  
366 - 688

351 - 363  
352 - 364

# WARREN AVE





775-7363



# PORTLAND MAINE

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## Receipts Details:

**Tender Information:** Check , Check Number: 570323

**Tender Amount:** 75.00

## Receipt Header:

**Cashier Id:** bsaucier

**Receipt Date:** 10/23/2012

**Receipt Number:** 49543

## Receipt Details:

Referance ID:	8488	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-10-5250-CH OF USE - COU from Office to Gym; NO Construction			
Additional Comments: 352 Warren			

**Thank You for your Payment!**



# PORTLAND MAINE

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Receipts Details:

**Tender Information:** Check , Check Number: 556731

**Tender Amount:** 30.00

Receipt Header:

**Cashier Id:** bsaucier

**Receipt Date:** 10/23/2012

**Receipt Number:** 49542

Receipt Details:

Referance ID:	8489	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-10-5250-CH OF USE - COU from Office to Gym; NO Construction			
Additional Comments: 352 Warren Ave.			

Thank You for your Payment!

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 person or 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 or 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 submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a 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 provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not 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, other than Cardente Real Estate ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

30. OTHER  
PROVISIONS

It is also understood and agreed that:

**DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.**

31. OCCUPANCY

If the TENANT is unable to get its Certificate of Occupancy from the City of Portland, this CONTRACT will be deemed null and void.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

TENANT:

Nimco Abdi and Sanyah Aden  
Legal Name of Tenant:

[Signature]  
Signature

Nimco Abdi

WNY Gym owners  
NAME/TITLE

LANDLORD:

Leonard Anderson  
352 Warren Avenue Properties, LLC  
Legal Name of Landlord:

[Signature]  
Signature

Leonard Anderson Sole Manager  
owner  
NAME/TITLE

[Signature]  
Witness to Tenant

Istahit Mohamed

Pam Cummings / Pam Cummings  
Witness to Landlord

Pam Cummings

GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, \_\_\_\_\_ ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance 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. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action that shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

GUARANTOR:

\_\_\_\_\_  
Legal Name of Guarantor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness to Guarantor

\_\_\_\_\_  
NAME/TITLE



12. ALTERATIONS - ADDITIONS The TENANT shall not make any 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 of 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 - SUBLEASING The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised 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]. 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. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.
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 (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 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 molestation.
16. INDEMNIFICATION AND LIABILITY TENANT will defend and, except to the extent caused 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 and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorneys' fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement 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 any tenant of the building 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 One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 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.

19. DEFAULT  
AND  
BANKRUPTCY

In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within fourteen (14) days thereof; or
- (b) 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 three (3) days thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) 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 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 to 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, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may 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 with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.

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 provisions

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES            352 Warren Avenue Properties, LLC with a mailing address of 352 Warren Avenue Unit 5, Portland, ME 0410 ("LANDLORD"), hereby leases to WNY Gym, with a mailing address of 17 Godfrey St, Portland, ME 04102 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
  
2. PREMISES            The Premises are deemed to contain 1,200+/- square feet. The Premises are located at 352 Warren Avenue, Unit 6, Portland, ME 04013, together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary or access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
  
3. TERM                The term of this lease shall be for One (1) Year, unless sooner terminated as herein provided, commencing on October 1, 2012 and ending on September 30, 2013.
  
4. RENT                The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>2012-13</u>	<u>\$12,000</u>	<u>\$1,000</u>

payable in advance in equal monthly installments on the first day of each month during the term, 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: 352 Warren Avenue, Unit 5, Portland, ME 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.
  
5. RENEWAL            Assuming the TENANT is in good standing with the terms of the LEASE, TENANT shall have the right to exercise One (1) Two (2) year renewal term at up to 10% annual increase over previous base year rate to be mutually agreed to by TENANT and LANDLORD. TENANT must provide 60 day written notice of its intention to renew.
  
- OPTION
  
6. SECURITY DEPOSIT            Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount One Thousand Dollars (\$1,000.00), 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                N/A
  - A. TAX ESCALATION
  
  - B. OPERATING COST ESCALATION
  
8. UTILITIES            The TENANT shall pay Two Hundred Dollars (\$200) per month for utilities.
  
9. USE OF LEASED PREMISES            The TENANT shall use the leased premises only for the purpose of a Private Fitness Gym.
  
10. COMPLIANCE WITH LAWS            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

FITNESS CENTER

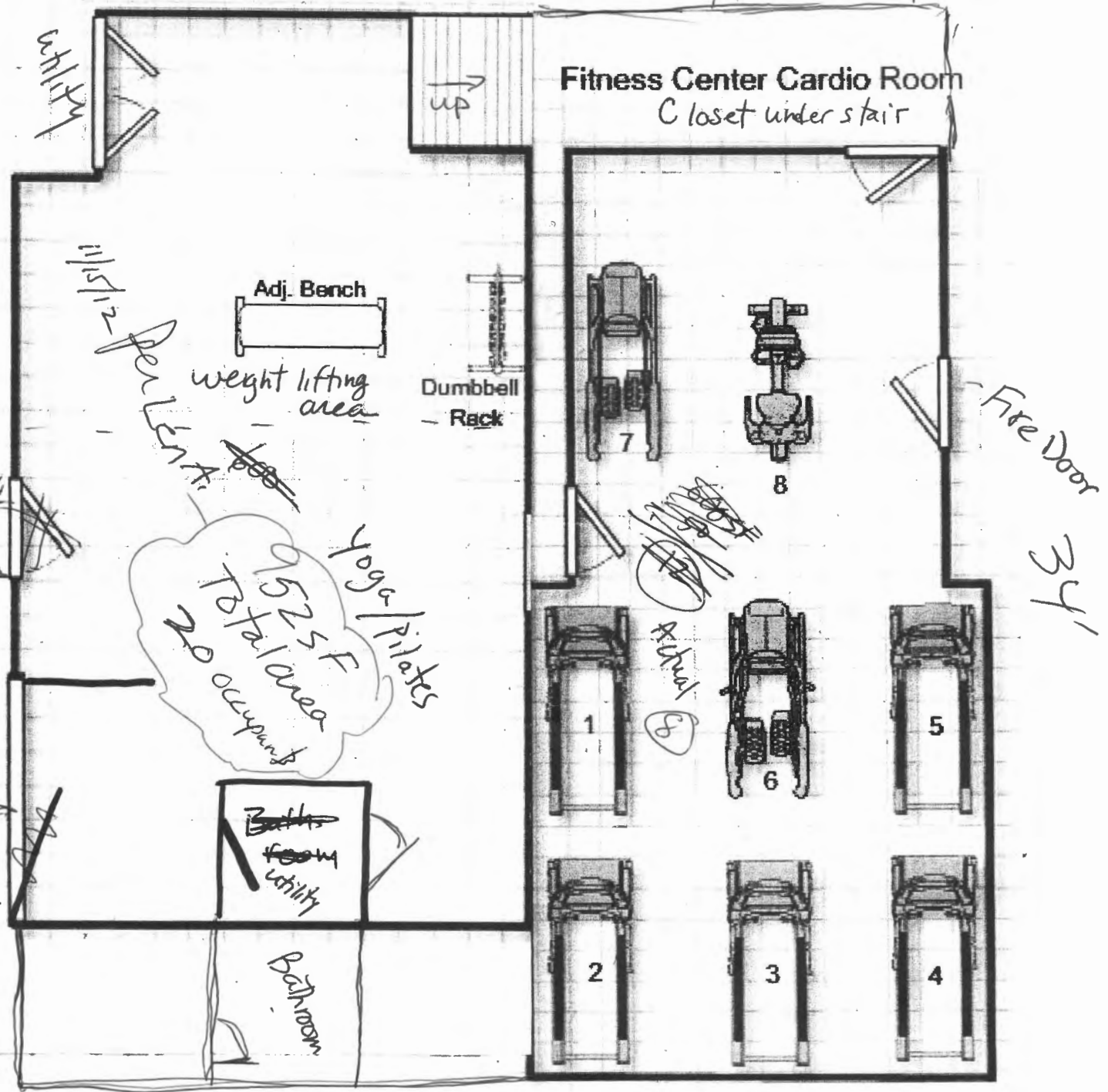
CARDIO ROOM FLOOR PLAN LEGEND

- 1-5. SPIRIT FITNESS XT685 TREADMILL
6. LIFE FITNESS 9100 CROSSTRAINER
7. TRUE FITNESS 750E ELLIPTICAL
8. LIFE FITNESS 9500R RECUMBENT BIKE

Fitness Center Strength Room

Finished with drywall  
all complete

Fitness Center Cardio Room  
Closet under stair



28.6'

inside of our unit

1st Floor is  
Slab on grade  
OK PSF ✓