

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

PERMIT

PERMIT ISSUED
Permit Number: 050148
FEB 22 2005
CITY OF PORTLAND

This is to certify that 424 Warren Avenue Llc /Owner
Wholesale with some
has permission to Retail-tool Company

AT 429 Warren Ave 304 B03200

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

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

Notification inspection must given and when permission procured before this building or part thereof lashed or closed-in.
HOURS NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

PERMIT ISSUED

Permit No: 05-0148	Issue Date: FEB 22 2005	CBL 304 B032001
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Location of Construction: 429 Warren Ave	Owner Name: 424 Warren Avenue Llc	Owner Address: 401 Warren Ave
Business Name:	Contractor Name: Owner	Contractor Address: CITY OF PORTLAND
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial
		Zone: B-4

Past Use: new	Proposed Use: company	Permit Fee:	Cost of Work:	CEO District:
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Proposed Project Description: Wholesale with some Retail- tool Company	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group S 1 Type 2B
	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action. <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____	

Permit Taken By: Idobson	Date Applied For: 02/09/2005
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do **not** include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Zoning Approval		
Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: 2/15/05	Date: _____	Date: <i>[Signature]</i>

CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0148	Date Applied For: 02/09/2005	CBL: 304 B032001
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Location of Construction: 129 Warren Ave	Owner Name: 424 Warren Avenue Llc	Owner Address: 401 Warren Ave	Phone:
Business Name:	Contractor Name: Owner	Contractor Address: Portland	Phone
Applicant/Owner/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Wholesale with some Retail - tool company	Proposed Project Description: Wholesale with some Retail- tool Company
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	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
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Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 02/16/2005
Note: **Ok to Issue:**
 1) the fire alarm system shall be maintained to NFPA 72 standards
 2) the sprinkler system shall be maintained to NFPA 13 standards

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 01/11/2005
Note: **Ok to Issue:**

All Purpose 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.

AVE	
Total Square Footage of Proposed Structure	Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 301 B 32	Owner: PETER HOLMES Telephone: 207 578 2121
Lessee/Buyer's Name (If Applicable) WESTERN TOOL Supply PO Box 13430 SALON, OR. 97309	Applicant name, address & telephone: cost Of Work: \$ <u> φ </u> Fee: \$ <u>105⁰⁰/00</u>
Approximately how long has it been vacant: <u>NEW</u> Proposed use: <u>Wholesale Primary with RETAIL - NEW TOOLS</u> per Peter Holmes 2/15/05 Project description: <u>Change of Use</u> Self-Shop owner	
Contractor's name, address & telephone: <u>φ</u> We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued	

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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 of applicant: <u>Wm. D. Keamy Jr.</u>	Date: <u>1/28/05</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	304 8032001
Location	429 WARREN AVE
Land Use	WAREHOUSE & STORAGE
 Owner Address	 424 WARREN AVENUE LLC 401 WARREN AVE PORTLAND ME 04103
 Book/Page	 17326/340
Legal	304-B-32 WARREN AVE 425-449 171159 SF

Valuation Information

Land	Building	Total
\$ 0.00	\$ 0.00	\$ 0.00

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	2004	1	37500	1
 Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
3.929	37500		WAREHOUSE	

Exterior/Interior Information

Section	Levels	Size	Use
1	01/01	14625	MINI-WAREHOUSE
1	01/01	4875	MULTI-USE OFFICE
2	01/01	13500	MINI-WAREHOUSE
2	01/01	4500	MULTI-USE OFFICE
 Height	Walls	Heating	A/C
18	METAL-LIGHT	HW/STEAM	
8	METAL-LIGHT	NONE	
18	METAL-LIGHT	HW/STEAM	
8	METAL-LIGHT	NONE	

Building Other Features

Line	Structure Type	Identical Units
1	OVERHEAD DOOR - WD/MT	14

Yard Improvements

Year Built	Structure Type	Length or Sq. Ft	# Units
2004	ASPHALT PARKING	60000	1

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Western Tool Supply

The Contractor's Choice



To: City of Portland / Inspections Dept. **Fax:** 207 725 4260

From: Chris Calise **Date:** 02108105

Re: Change of Use – 429 Warren Ave. **Pages:** 1

CC:

Urgent For Review Please Comment Please Reply Please Recycle

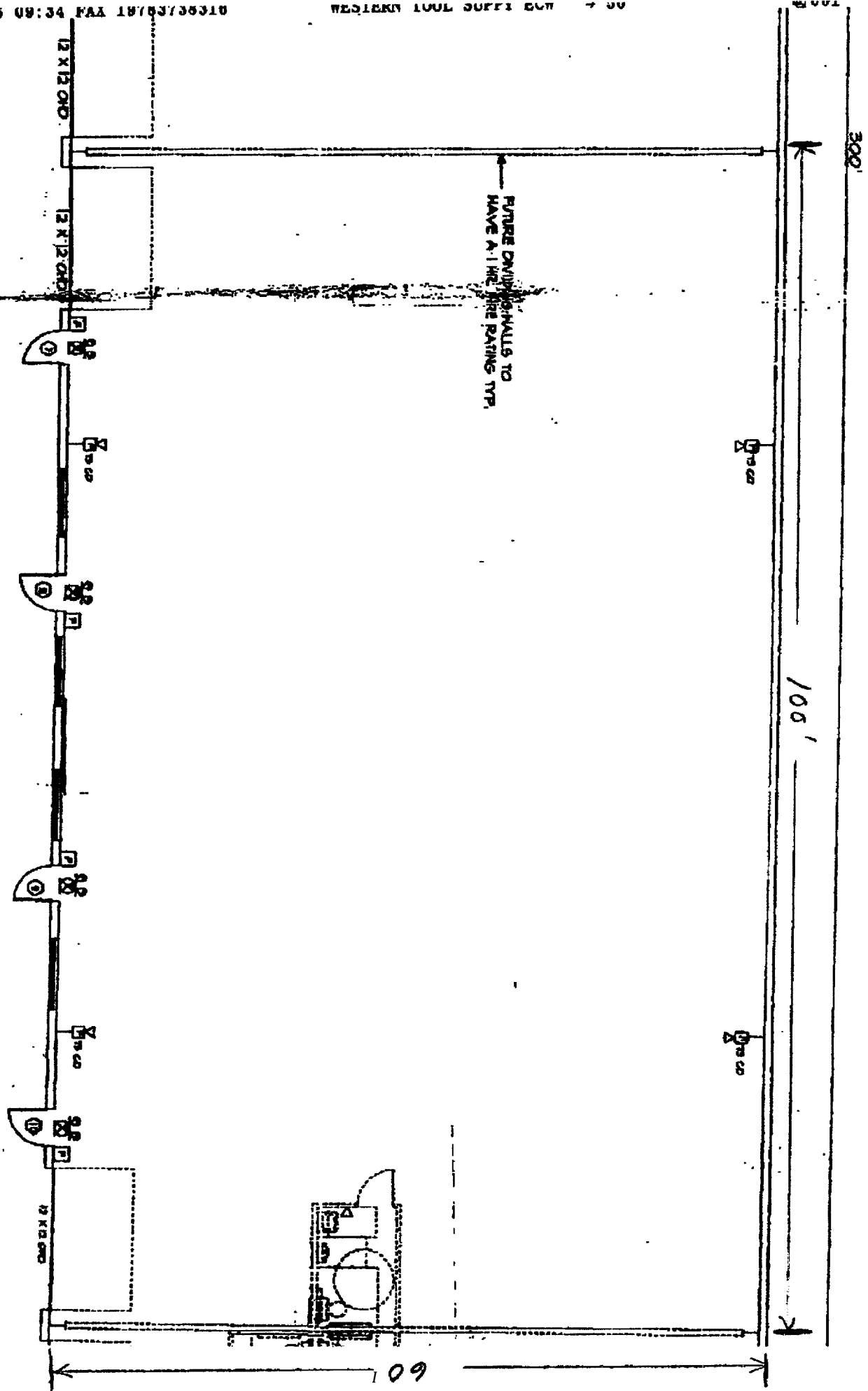
e e e • e e e • e e

I am requesting a change of use resulting in a certificate of occupancy. The requested space will be used as a retail space, selling tools and related supplies. I have attached all the requested paper work with which I have been provided.

Thank You for your consideration,

Chris Calise, Manager

FLOOR PLAN - 3/32" = 1'-0" ORIGINAL PLAN



100'

80'

60'

↑ Shelving

Metal Shelving

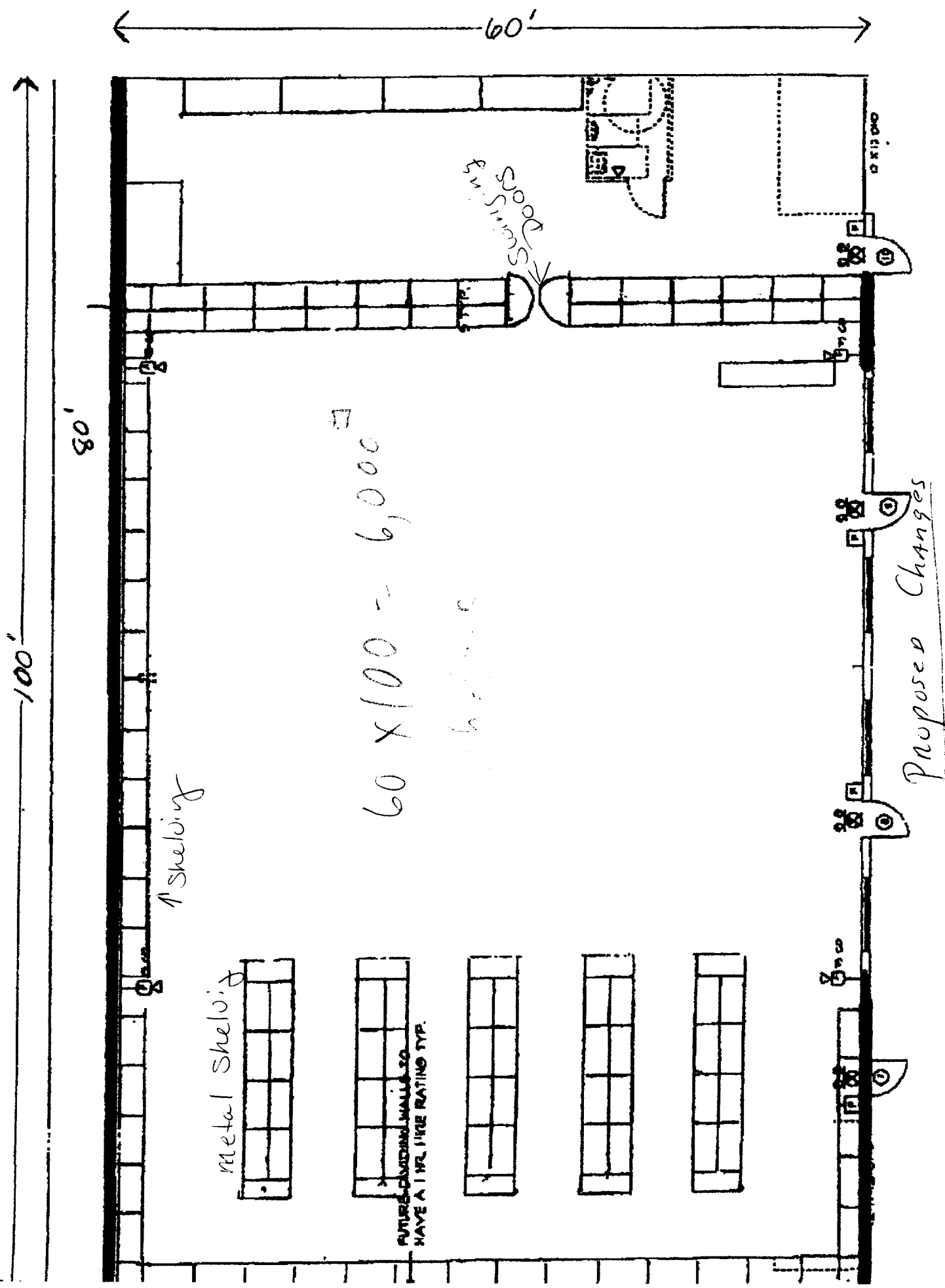
60 x 100 = 6,000

shelving

Wood Shelving

FUTURE DIVIDING WALLS TO HAVE A 1 HR. FIRE RATING TYP.

Proposed Changes



COMMERCIAL LEASE (NET LEASE)

1. PARTIES (fill in)

524 Western Avenue, LLC, with a mailing address of 401 Warren Avenue, Portland, ME 04103 ("LANDLORD"), hereby leases to Western Supply Corp. d/b/a Western Tool Supply with a mailing address of, 2917 N. Pacific Hwy., Medford, OR 97501. ("TENANT") and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES (fill in and include, if applicable, suite number, floor number and square feet)

The Premises are deemed to contain 6,000 square feet. The Premises are located at 429 Warren Avenue, Portland, Maine see exhibit A for exact location, 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. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease.

3. TERM (fill in)

The term of this Lease shall be for 3 years unless sooner terminated as herein provided, commencing on April 1, 2005 and ending on March 31, 2008.

*Tenant will have access to the site described in exhibit A on February 15, 2005 rent free until April 1, 2005.

4. RENT (fill in)

TENANT shall pay to LANDLORD the following base rent:

Table with 3 columns: Lease Year, Annual Base Rent, Monthly Rent. Rows for years 1, 2, and 3.

payable in advance in equal monthly installments on the first day of each month during the term of this lease without deduction or setoff, 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 401 Warren Avenue, Portland, Maine 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term 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 OPTION (fill in or delete)

So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for (2) two (3) three year option terms. 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 be as follows:

Table with 3 columns: Lease Year(s), Annual Base Rent, Monthly Rent. Rows for years 4-6 and 7-9.

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 (fill in)

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of _____ Dollars (\$ _____), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT

TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, sixteen percent (16.00%) of all real estate taxes on the land and buildings of which the leased premises are a part 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 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.

A. TAXES (fill in)

B. OPERATING COSTS (fill in)

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 16% percent of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said 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

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 condition seasons of each year, to furnish elevator service, if installed as a 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 building 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 LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED PREMISES (W/ W)

TENANT shall use the leased premises only for the purpose of: sale and distribution of tools

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 smotherable, 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 as 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.

11. MAINTENANCE

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as 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 which is damaged or destroyed.

A. TENANT'S OBLIGATIONS

B. LANDLORD'S OBLIGATIONS

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 same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

12. ALTERATIONS-ADDITIONS

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, serials 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 TENANT to use any part of the leased premises for deck space or for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT-SUBLEASING (w/ w if applicable)

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) (cross out if not applicable). 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 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 TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises. In addition, TENANT agrees to sign within ten (10) days of after they are requested, such estoppel certificates as they are required by LANDLORD'S lender.

LANDLORD or agents of 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, acrials 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 leasing 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 solely by the 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 attorney's 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 attorney's 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 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 TENANT or others.

17. TENANT'S LIABILITY INSURANCE (PH 14)

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 LANDLORD shall reasonably require and approve, but in amounts not less than one million Dollars (\$1,000,000.00) combined single limit with deductibles of not more 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 LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with 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 canceled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY- EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and 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 and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice 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:

- (a) 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
- (b) 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 ten (10) days after written notice 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 Waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instrument) TENANT (OR) shall be entitled to all remedies available to a landlord under the laws of the State of Maine.

21. **SURRENDER** TENANT shall at the expiration or other termination of this Lease peacefully 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 tenable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under 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 agents 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 and 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 and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) 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, ordinances or regulations, whether federal state or local.
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. Under no circumstances shall LANDLORD ever be liable for indirect or consequential damages.
24. **LANDLORD DEFAULT** LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein 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 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 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 other 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 LANDLORD for TENANT to holdover at the termination of this Lease and the 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. **JURY TRIAL WAIVER** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
29. **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 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.