

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK **CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached

BUILDING DEPARTMENT

**PERMIT**

Permit Number: 051115

**PERMIT ISSUED**

**AUG 19 2005**

**CITY OF PORTLAND**

This is to certify that JACKRABBIT LIMITED LIABILITY COMPANY/ Applicant

has permission to Change of use to / Pizza Dough Manufacturing

AT 144 FORE ST

019 A008001

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

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

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

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

**OTHER REQUIRED APPROVALS**

Fire Dept.

Capt. Greg Cass 8-16-05

Health Dept.

Appeal Board

Other

DepartmentName

Chris August 8/17/05  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

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

<b>Permit No:</b> 05-1115	<b>Date Applied For:</b> 08/12/2005	<b>CBL:</b> 019 A008001
------------------------------	--	----------------------------

<b>Location of Construction:</b> 144 FORE ST	<b>Owner Name:</b> JACKRABBIT LIMITED LIABILITY	<b>Owner Address:</b> 44 OAK ST	<b>Phone:</b>
<b>Business Name:</b> It'll be Pizza	<b>Contractor Name:</b> Applicant	<b>Contractor Address:</b> Portland	<b>Phone</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b> 207-934-4259	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Commercial Change of use to / Pizza Dough Manufacturing - considered to be a commercial kitchen	<b>Proposed Project Description:</b> Change of use to / Pizza Dough Manufacturing- considered to be a commercial kitchen
---	---

**Dept:** Zoning      **Status:** Approved      **Reviewer:** Marge Schmuckal      **Approval Date:** 08/16/2005  
**Note:**      **Ok to Issue:** ☒

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

**Dept:** Building      **Status:** Approved      **Reviewer:** Mike Nugent      **Approval Date:** 08/17/2005  
**Note:**      **Ok to Issue:** ☐

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Cptn Greg Cass      **Approval Date:** 08/16/2005  
**Note:**      **Ok to Issue:** ☐

- 1) Leased space to comply with NFPA 101 the life safety code.

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

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

<b>Location of Construction:</b> 144 FORE ST		<b>Owner Name:</b> JACKRABBIT LIMITED LIABILITY		<b>Owner Address:</b> 44 OAK ST		<b>Phone:</b>			
<b>Business Name:</b> It'll be Pizza		<b>Contractor Name:</b> Applicant		<b>Contractor Address:</b> Portland		<b>Phone:</b>			
<b>Lessee/Buyer's Name</b>		<b>Phone:</b> 207-934-4259		<b>Permit Type:</b> Change of Use - Commercial			<b>Zone:</b> B-6		
<b>Past Use:</b> Commercial		<b>Proposed Use:</b> Commercial Change of use to / Pizza Dough Manufacturing		<b>Permit Fee:</b> \$186.00		<b>Cost of Work:</b> \$10,000.00	<b>CEO District:</b> 1		
<b>Proposed Project Description:</b> Change of use to / Pizza Dough Manufacturing				<b>FIRE DEPT:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		<b>INSPECTION:</b> Use Group: F-2 Type: 30 8/17/05			
				Signature: Capt. Carr		Signature: [Signature]			
				<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>					
				Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____					
<b>Permit Taken By:</b> Idobson		<b>Date Applied For:</b> 08/12/2005		<b>Zoning Approval</b>					
<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>				<b>Special Zone or Reviews</b>		<b>Zoning Appeal</b>		<b>Historic Preservation</b>	
				<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM Date: 8/16/05		<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:		<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:	

## CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE

# All Purpose Building Permit Application

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

Location/Address of Construction: 144 Fore St Unit D2

Total Square Footage of Proposed Structure

Square Footage of lot space

Tax Assessor's Chart, Block & Lot

Chart#

Block#

Lot#

19

A

8

Owner: Marino Properties

Telephone:

Lessee/Buyer's Name (If Applicable)

Nathaniel Getchell

Applicant name, address & telephone:

632-1300

Nathaniel Getchell

4 Marion Cir

Cumberland Me

Cost Of

Work: \$ 10,000.00

Fee: \$ 186.00

Current use: Vacant / Prior USE Restaurant Equipment Dealer

If the location is currently vacant, what was prior use: Restaurant Equipment Dealer

Approximately how long has it been vacant: 5 Months

Proposed use:

Project description:

Pizza Dough Manufacture

install @ freezers -

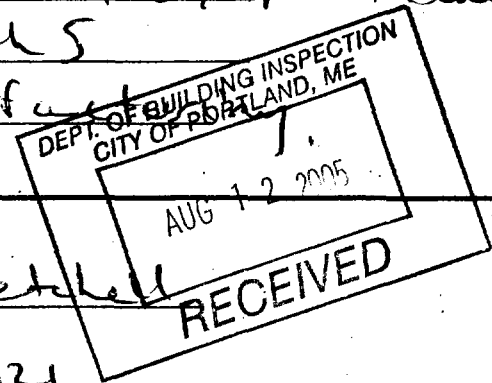
Contractor's name, address & telephone:

Who should we contact when the permit is ready:

Mailing address:

4 Marion Cir  
Cumberland, Me 04021

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 and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 632-1300



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 the 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:

Nathaniel Getchell

Date:

8-12

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 4<sup>th</sup> floor of City Hall

To: City of Portland Permits division  
From: Nat Getchell, It'llBe Pizza LLC  
Subject: Urgent request for Change of use permit and certificate of occupancy  
Date: 8/12/05

To Whom It May Concern:

I currently have a frozen pizza dough business in Old Orchard Beach, Maine. My business is 4 years old. Recently I have been asked to move immediately from my landlord. I have found a location on **144 Fore St. Unit D2**. This location is in move in condition. I just need to move my equipment in the space and restart production. My business is still very much in its startup stages. If my production is down for more than 72 hours it would be catastrophic in cash flow as well as customer service. I realize this is my situation. All I'm asking is for you to review my application **as** soon as possible. My electrical contractor and plumbing contractor will pull their permits on their part. The refrigeration and equipment is all portable. My move is scheduled for Thursday Aug. **18**. With production scheduled to restart Monday, Aug 22. I realize how close this is and appreciate your efforts to help me out. The good news is there will be a dozen new **jobs** in Portland in a couple of weeks. Any questions please call my cell phone **(207) 632-1300**.

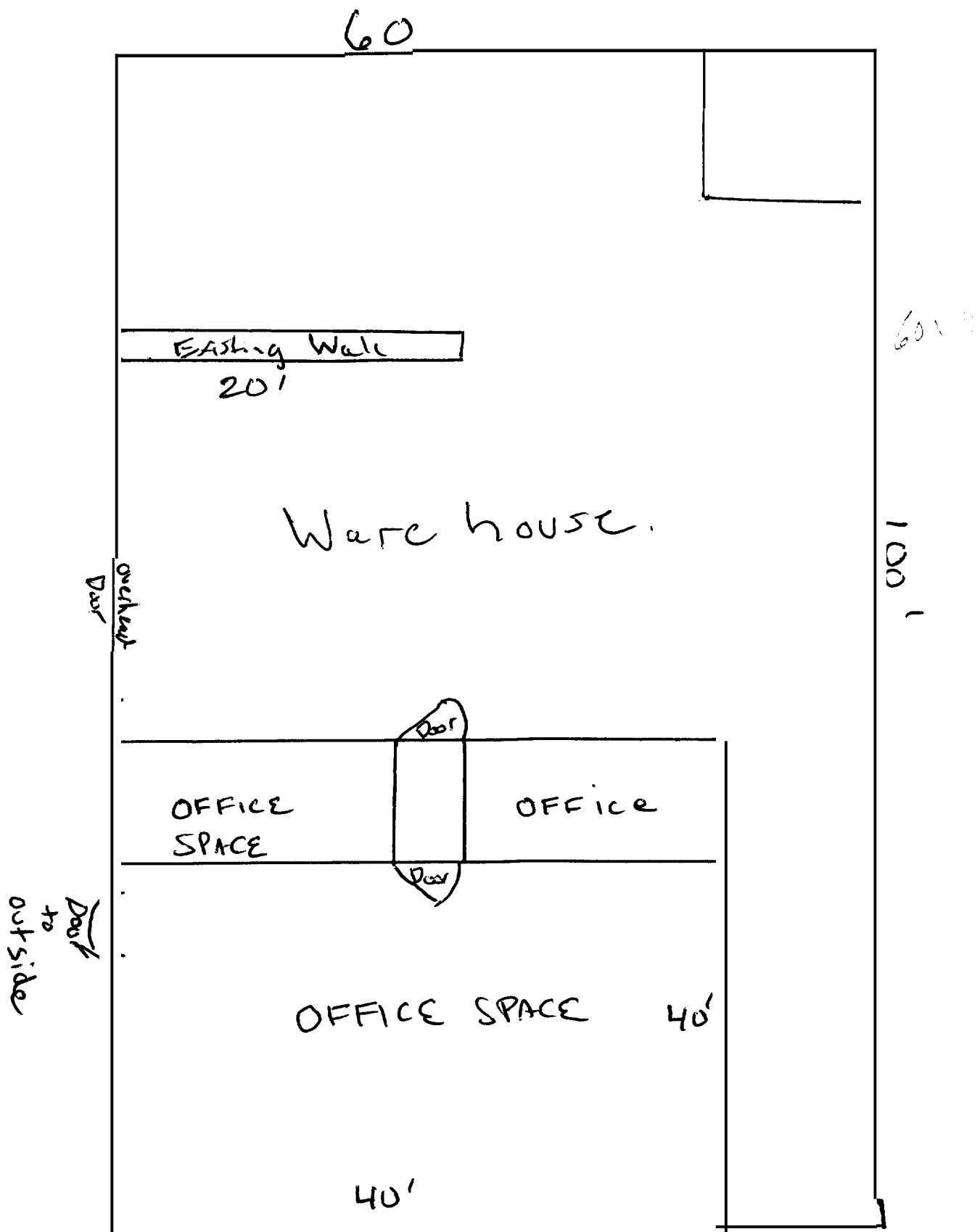
Thank you for your consideration,

Nathaniel S. Getchell

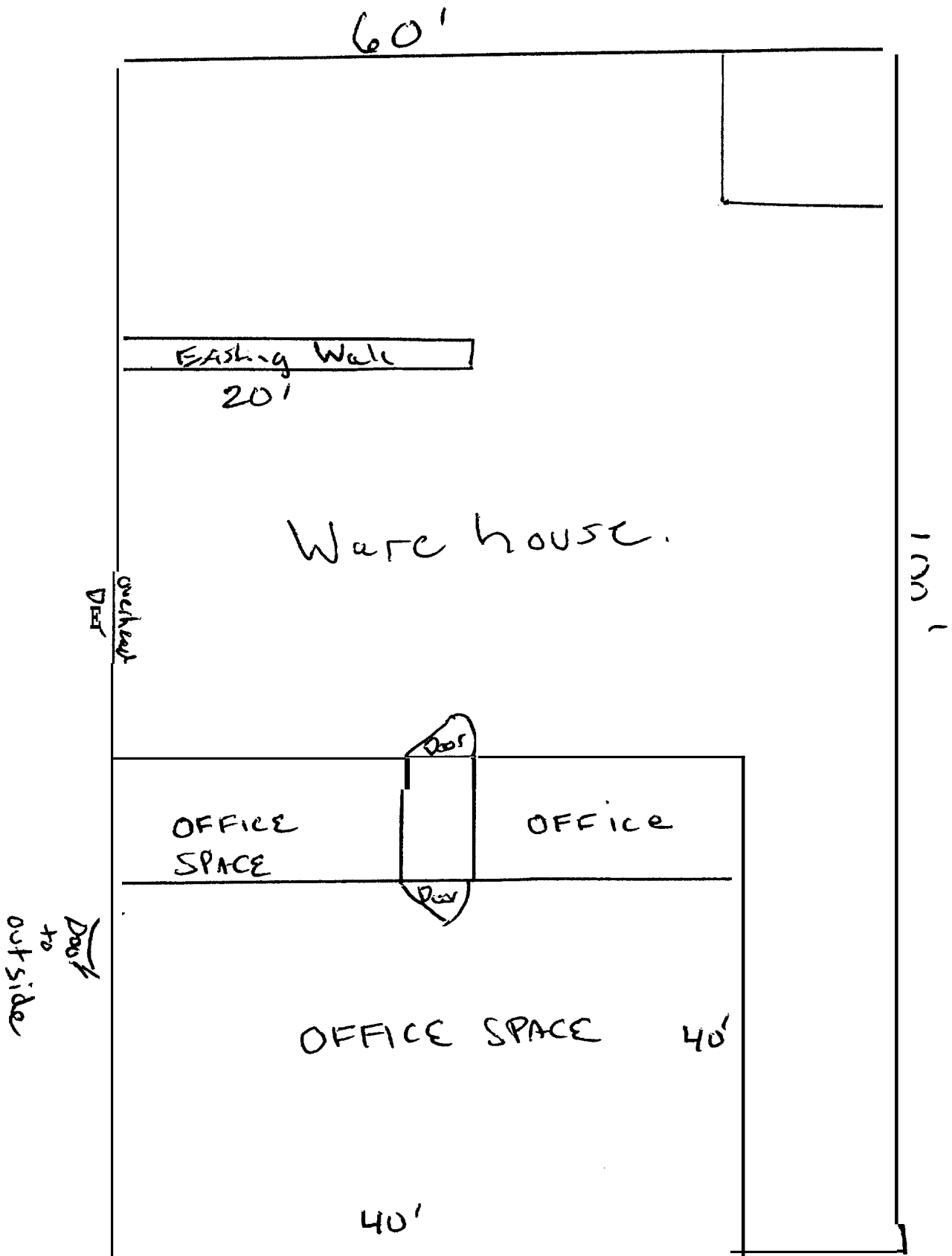
A handwritten signature in black ink, appearing to read 'Nat S. Getchell', with a stylized, cursive script.

It'llBe Pizza, LLC

SPACE Before use move in



SPACE Before use moved in



60'

Mixer

Table

Dough  
Divider

Dough  
Roller

SINK

Bath  
Room

Production Room.

Existing Wall

Freezer  
# 1

9'

22'

Warehouse

Freezer  
# 2

17'

21'

100'

overhead,  
100'

OFFICE  
SPACE

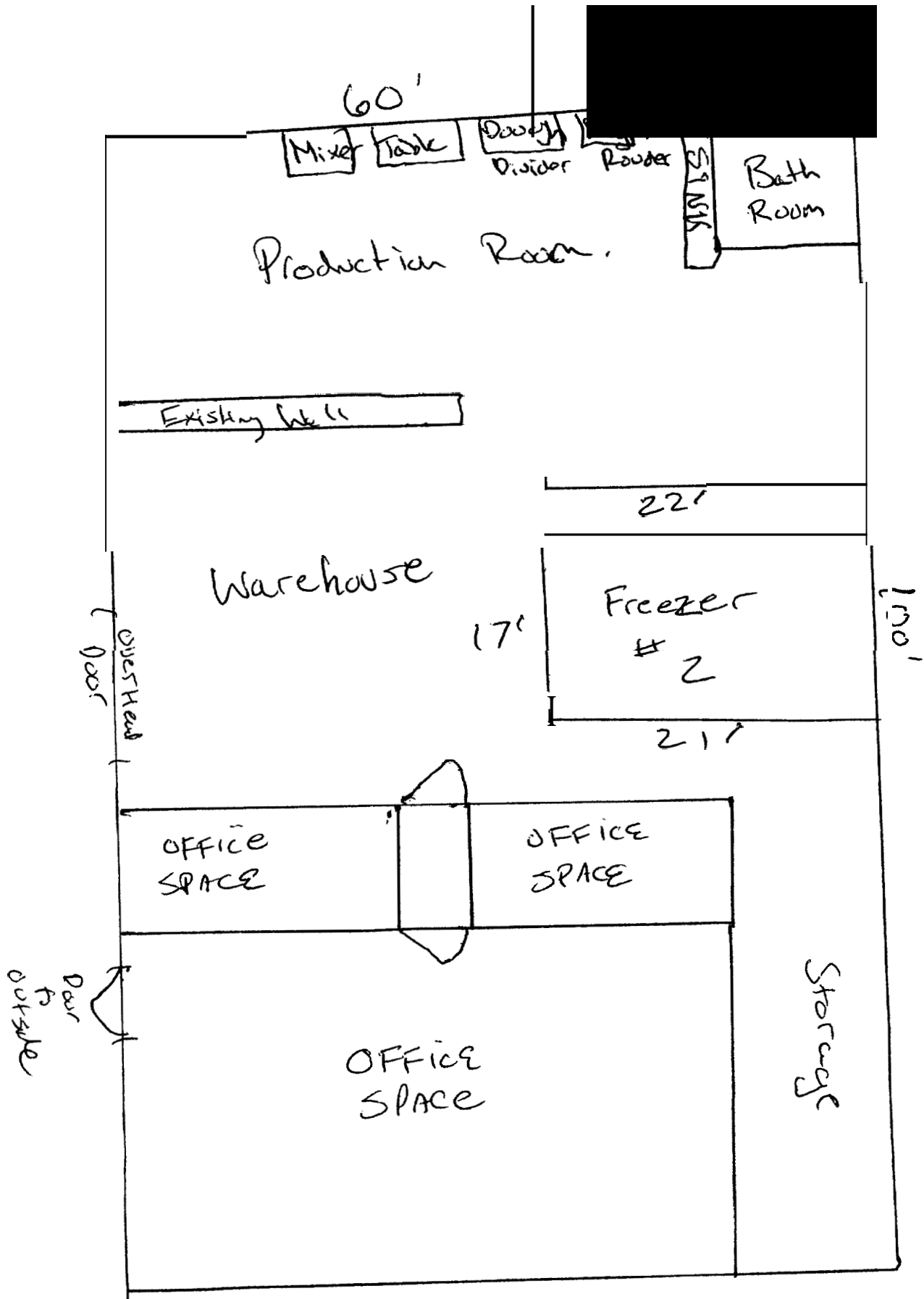
OFFICE  
SPACE

OFFICE  
SPACE

Storage

Door  
to  
outside

SPACE After we move in.



Sketch after ...

## LEASE AGREEMENT

between

**JACKRABBIT LIMITED LIABILITY COMPANY**

and

**IT'LL BE PIZZA, LLC**

THIS LEASE made this 6th day ~~of~~ June, 2005 by and between Jackrabbit Limited Liability Co. (hereinafter called the Lessor) and It'll Be Pizza, LLC (hereinafter called the Lessee) witnesseth;

01. PREMISES: Lessor hereby demises to Lessee and Lessee hereby hires from Lessor Space D2 ~~of~~ the premises located at 144 Fore Street, Portland, Maine, consisting of approximately 6,000 sq. *ft.*, of warehouse space and four (4) on-site parking spaces.

02. TERM: The term ~~of~~ this Lease shall be ~~for~~ a period of three (3) years commencing on ~~August 1, 2005~~ *September 13* to and including July 31, 2008.

Lessee shall ~~have one (1) three~~ (3) year option to extend the term ~~of~~ this lease. In the event that Lessee elects to exercise its option to extend as provided herein, Lessee shall give Lessor written notice thereof at least ninety (90) days prior to the expiration date ~~of~~ the original term ~~of~~ this Lease.

03. TITLE: The Lessor represents that it has the full right, power and authority to enter into this Lease for the term and all option periods herein granted. Lessee leases the premises "as is where is" and broom clean, except that the Lessor warrants that the premises are legally occupiable by Lessee and that basic utilities are in working order. Lessee agrees to return premises to the same condition with reasonable wear and tear at the end of lease period as received at beginning of lease unless otherwise agreed by both parties in writing.

### 04. RENT:

A. Base Rent: Lessee shall pay to the Lessor during the term of the Lease the following base rent:

	Monthly	Annually
Year 1	\$2,500.00	\$30,000.00
Year 2	\$2,575.00	\$30,900.00
Year 3	\$2,652.25	\$31,827.00

\* Lessee is able to occupy the premises immediately upon execution of the lease. *(m)*

All rent shall be paid without demand so as to be received by the Lessor on the first day of each month in advance, at Lessor's place of business at 44 Oak Street, Portland, Maine, 04101.

**B. Real Estate Taxes:** In addition to base rent, Lessee shall pay annually its pro rata share (15%) of the real estate taxes assessed against the land and building of which the Demised Premises are a part. Lessee's pro rata share of said taxes shall be due and payable 1/12 each month in advance with the rent, based on Lessor's good faith estimate of what the total taxes will be, with a final adjustment when actual tax has been determined. Either party shall, have the right to review or contest such real estate taxes at their own expense. Provided however that the Lessee's payments to Lessor for taxes shall be paid on or before the date due. If taxes are reduced, the Lessee shall be entitled to its prorated share of any refund or adjustment. The Lessor shall not permit any tax lien to mature, and the Lessee shall have the right to make payment to prevent the maturation of any tax lien, and to deduct the amount of such payment from amounts otherwise due to the Lessor.

**C. Insurance by Lessor:** Lessor shall maintain extended fire insurance protection for the Demised Premises. Lessee shall pay annually its pro rata share (15%) of the insurance premium. Lessee's pro rata share of said insurance premiums shall be due and payable 1/12 each month in advance with the rent, based on Lessor's good faith estimate of what total insurance premiums will be, with a final adjustment when actual cost has been determined.

**D. Water & Sewer:** Lessee shall pay to Lessor, as additional rent its pro rata share (15%) of water and sewer costs for the Building of which the Demised Premises are a part. Lessee's pro rata share of said water & sewer costs shall be due and payable 1/12 each month in advance with the rent, based on Lessor's good faith estimate of what total cost will be, with a final adjustment when actual cost has been determined.

**E. Common Area Maintenance:** Lessee shall pay to Lessor, as additional rent, its pro rata share (15%) of common area maintenance costs for the Building of which the Demised Premises are a part. Lessee's pro rata share of said common area maintenance costs shall be due and payable 1/12 each month in advance with the rent, based on Lessor's good faith estimate of what total costs will be, with a final adjustment when actual cost has been determined. Common area Maintenance which is arranged by the Lessor, includes but is not limited to, parking lot lighting and maintenance, snow removal, and management. Management fees will consist of actual charges for work performed, and is estimated to be three (3)% of gross rents received. Common area Maintenance shall not include capital improvements to the property such as repaving or roof replacement.

**F. Utilities:** Lessee shall pay directly to Utility Company, any and all charges for gas consumed within the leased premises. Lessee shall have the

right to view and copy any records relating to charges herein described, at Lessor's place of business, with a twenty-four (24) hour notice.

05. **ALTERATIONS:** Lessee may partition and make ~~such~~ alterations or improvements to the demised premises at its own expense as it may desire, provided, however, that no partitions, alterations or additions may be made without first obtaining the written consent of the Lessor, which approval shall not be unreasonably withheld. Lessor requires, as a condition of its consent, that Lessee agree to pay for the removal of any alterations to the demised premises prior to the expiration of the term or any extensions thereof.

06. **REPAIRS & MAINTENANCE:** Lessee shall not cause or permit any waste or damage to the premises. The Lessee, at its sole expense, shall keep the interior of the premises, with all improvements made thereto, in present condition, shall make all repairs, replacements and renewals necessary to maintain the premises, including all repairs for damages caused ~~by Lessee~~, and shall at its own cost and expense make alterations or improvements, or decorations to the interior as may be reasonably necessary or appropriate for Lessee's business, provided that prior to commencement of any such alterations the Lessor shall have approved in writing the plans and specifications therefore, which approval shall not be unreasonably withheld by Lessor. Notwithstanding the above, Lessee shall not be responsible for damage done the premises that are beyond the control of the Lessee or damages to the premises or common area caused by the Lessor, its agents, invitees, guest, or employees. Lessee ~~will~~ have semi-annual inspections and cleanings performed of the HVAC system, and will submit copies of inspection reports to Lessor on an annual ~~basis~~. Lessor shall maintain in good order, condition and repair, at Lessor's expense, exterior and structural portions of the premises.

07. **LANDLORD'S WORK:** Remove the existing oil tank and related parts. Install loading dock bumper to dock bay. Install new locks.

08. **SIGNS:** Lessee shall have the right to erect and maintain on the exterior portion of the said building signs advertising the business of the Lessee. Lessor shall approve the form and content of any proposed sign, which approval shall not be unreasonably withheld. Such signs shall be erected and maintained by the Lessee at its expense and responsibility in full compliance with all laws, ordinances and regulations of the municipality and Board of Fire Underwriters applicable thereto, and shall remove same upon Lease termination making repairs as needed. Lessor shall provide space on the monument sign for Lessee's signage. Lessor will pay and have installed Lessee's signage on the monument sign.

09. **LESSOR'S ACCESS:** Lessor shall have the ~~right~~ to enter the demised premises at reasonable times with twenty-four (24) hours notice to and accompanied by Lessee for the purpose of making repairs required of Lessor

hereunder, and for inspection; and during the last six (6) months of the term hereof at any time to show the same to prospective tenants.

**10. ASSIGNMENT:** Lessee may not assign this Lease or sublet the whole or any portion of the demised premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No such assignment of subletting shall in any way relieve or release the Lessee from liability hereunder.

**11. INDEMNIFICATION:** Each party (in the capacity of "Indemnitor") hereby agrees to indemnify and hold the other (in the capacity of "Indemnitee") harmless from all liability, loss and expense resulting from bodily injuries including death, or from injury or destruction of tangible property occurring in the Premises (in the case of Lessee), or, on the Land or on the Property owned or controlled by Lessor (in the case of Lessor), and arising out of such Indemnitor's use thereof except if caused by the negligent or intentional act or omission of the Indemnitee, its contractors, agents, employees, licensees provided, however, that the Indemnitor shall be notified with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Indemnitee requests indemnification and the Indemnitor shall have the right to assume the entire control of the defense, compromise or settlement thereof and Indemnitee shall cooperate fully with the Indemnitor in such defense.

**12. INSURANCE:** The Lessor shall keep the building containing the leased premises insured against loss or damage by fire. The Lessee shall at its sole expense, insure against claims for personal injury or property damage occasioned by its tenancy under a policy of general public liability insurance with limits of at least \$500,000 for bodily injury and \$100,000 for property damage. Such policies shall name Lessor as additional insured and Lessee shall provide Lessor with a certificate of such coverage at the commencement date of Lease. Lessee shall further assume sole responsibility and obligation of insuring its personal property and business fixtures. At all times during the term of this Lease, the Lessor shall maintain (i) commercial general liability insurance (including, without limitation, premises, independent contractors, contractual liability, and a broad form of comprehensive general liability endorsement) with limits of not less than \$2,000,000 (combined for personal injury, death and property damage) and (ii) all risk, extended fire and casualty insurance, written at replacement cost value with replacement cost endorsements, including the building and demised premises exclusive of the Lessee's personal property.

**13. USE OF PREMISES:** Lessee will use the demised premises as light manufacturing of pizza dough and related products. Lessee covenants not to damage, injure, deface or commit waste upon the demised premises and carry on no trade or occupation upon the demised premises which shall be unlawful or improper or contrary to any law of the United States, the State of Maine or

ordinance of by-law for the time being in force in the City of Portland and Lessee shall comply with all rules and regulations of any Board of Fire Underwriters relating to the use by it of the demised premises.

**14. FIRE. CASUALTY OR EMINENT DOMAIN:** If all or a substantial portion of the demised premises shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain, then this Lease and the term hereof shall terminate at the election of the Lessor. If so much of the demised premises shall be so damaged, destroyed or taken as shall prevent Lessee from operating its business in a reasonable manner after (in case of such damage or destruction) whatever restoration shall have been completed by Lessor within Ninety (90) days of such damage or destruction, Lessee shall have the right to terminate this Lease. Lessee shall **also** have the right to terminate this Lease, without regard to such ninety (90) day period, in the event of any such taking or in the event such damage or destruction shall occur within three (3) months of the end of the term hereof or the option period (if theretofore exercised). If this lease shall not be terminated by Lessor pursuant to the first sentence hereof or by Lessee pursuant to the third sentence hereof, then Lessor shall restore the demised premises, or what may remain thereof after such casualty or taking, with a reasonable period to the same condition they were in prior to such damage, destruction or taking. If such restoration shall not be completed within ninety (90) days after the date of such damage, destruction or taking, Lessee shall have the right to terminate this Lease, unless such completion shall be delayed (in the aggregate no more than ~~two~~ [2] months) by strikes, labor difficulties, inability to obtain supplies, fire or other casualty beyond the reasonable control of Lessor. In the event of any such damage, destruction or taking which shall render all or any part of the demised premises untenable, the rent and other charges hereunder shall be suspended or abated according to the nature and extent of the injuries suffered until the same shall have been restored by Lessor. All damages in case of such taking shall be the sole and exclusive property of the Lessor except as may be separately awarded to Lessee on its own petition for its fixtures, equipment, trade fixtures and/or for moving expenses and other items which may be compensable under any law or statute applicable thereto to Lessee without regard to Lessor's award.

**15. LESSEE'S DEFAULT:**

**A.** If Lessee shall neglect or fail to perform or observe any of its obligations herein for a period of ten (10) days from written notice of default in case of rent or other money payments, or for a period of thirty (30) days after notice in writing from Lessor in respect to all other defaults, or if the estate hereby created shall be taken on execution, or if Lessee shall be adjudicated

**15. LESSEE'S DEFAULT CONT'D:** insolvent according to law and such adjudication is not vacated or reversed within ninety (90) days, or if Lessee shall make an assignment of its property for benefit of creditors, or if a receiver, trustee or similar officer shall be appointed to take charge of all or any portion of Lessee's property and such appointment is not vacated within ninety (90) days, or if Lessee shall file a petition under any bankruptcy law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of

the benefit thereof or consent in a former instance), this Lease shall terminate. Lessor lawfully may immediately ~~after~~ expiration of any of the aforesaid periods or at any time thereafter and without further demand or notice enter into and upon the said demised premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Lessee and those claiming by, through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which otherwise may be used for arrears of rent or proceeding on a breach of covenant and upon entry as aforesaid, this Lease shall terminate. Lessee shall pay a late charge of 6% on any payments more than ten (10) days in arrears.

B. No termination of this Lease in the manner mentioned in paragraph 13A above shall relieve the Lessee of its obligations and liability under this Lease, and such obligation and liability shall survive any such termination. In the event of any ~~such~~ termination, the Lessee shall pay to the Lessor the equivalent of the aggregate rent remaining for the lease term, at the time of default, less the net proceeds of any ~~reletting of~~ the demised premises by Lessor, after deducting all Lessor's reasonable expenses in connection with such reletting.

C. In the event any proceedings are undertaken either by Lessee or by Lessor to enforce any obligation of this Lease, either shall reimburse the other for the expenses involved, including without limitation, court costs and reasonable attorney's fees, with the condition that the party bringing such action prevails.

**16. LESSORS DEFAULT:** If Lessor shall fail to perform any of its obligations under this Lease, which failure continues for a period ~~of~~ more than thirty (30) days after receipt of written notice from Lessee ~~specifying such failure~~ (thereupon constituting an Event of Default), or if by reason of the intrinsic nature of such failure it will require more than thirty (30) days to remedy and it continues beyond the time reasonably necessary to cure the same (provided Lessor had commenced to cure the failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity), then Lessee may, at its option, in addition to any other remedies available to Lessee at law or equity, upon written notice, incur any expense necessary to perform the obligations of Lessor specified in such notice and deduct such expense from the rent becoming due hereunder.

**17. QUIET ENJOYMENT:** Upon the payment of rent and performance of its other covenants and obligations on its part in this Lease contained, Lessor covenants that Lessee may have and enjoy said demised premises free from hindrance by or through Lessor.

**18. NOTICES:** Any notice required to be given under the terms hereof shall be given by mailing said notice, postage prepaid, if intended for the Lessor, to Jackrabbit Limited Liability Co., 44 Oak Street, Portland, ME 04101, or ~~such~~ other place as Lessor may designate from time to time in writing; and if intended for the Lessee, to 144 Fore Street, Space D2, Portland, ME 04101, or such other place as Lessee may designate from time to time in writing.

19. **CUMULATIVE RIGHTS:** Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said **party** may have.

20. **WAIVER:** One or more waivers of the breach of any covenant or condition by Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

21. **ENTIRE AGREEMENT:** This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

22. **MEMORANDUM OF LEASE:** The parties hereto agree that upon request by either party, the other party will **execute** a memorandum of lease in the usual form.

23. **RIGHT TO CONTEST PUBLIC ORDERS:** If under any provisions of this Lease either party shall be required to comply with any law, ordinance, order, regulation or rule, such party shall have the right to **contest** the validity of said public order and shall not be deemed to be in default for not performing the same until a final decision has been made as to the validity of said public order provided that no such action may be taken which shall substantially disturb or interfere with the quiet enjoyment of other tenants of said building.

24. **SUBORDINATION:** Lessee agrees to subordinate its interest as Lessee under this Lease to any mortgage now or hereafter existing concerning the Premises subject to a commercially reasonable attornment, subordination and nondisturbance agreement. If subordination is requested by Lessor, Lessor or Lessor's mortgagee will provide Lessee with a commercially reasonable attornment, subordination and non-disturbance agreement in recordable form, which shall be in effect so long as Lessee honors its lease commitments hereunder. Said subordination, non-disturbance, and attornment will be in a form which will not alter Lessee's rights under the Lease except to give such mortgagee notice and opportunity to **cure** any of Lessor's defaults under the Lease. Lessee shall deliver such subordination, attornment and non-disturbance agreement to Lessor, executed by Lessee, within ten (10) days of its being delivered to Lessee in acceptable form.

25. **CONSENT:** Lessor and Lessee each hereby agree with the other that, whenever under this Lease their consent or approval is required for any action by the other, such consent or approval will not unreasonably be withheld or delayed.

26. SUCCESSORS BOUND: The covenant, provisions and undertakings of the Lease shall extend to and be binding upon the heirs, personal representatives and successors of the parties hereto.

27. SECURITY DEPOSIT: Upon execution of this Lease, Lessee shall deposit with Lessor the sum of \$2,500.00 as security for the performance by Lessee of all of the conditions required herein. The Lessee agrees that this Security deposit shall not be applied as the last month rent payment. The Security deposit shall not accrue interest, but shall be returned to Lessee within thirty (30) days upon expiration of the Lease Term, provided the premises are in good condition, reasonable wear and tear excepted, and all rents and other conditions have been met.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Witness:


\_\_\_\_\_

**LESSOR:**

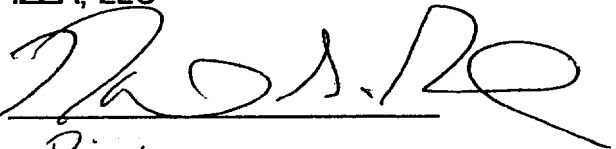
**JACKRABBIT LIMITED LIABILITY CO.**

By: \_\_\_\_\_  
Its

Witness:

  
\_\_\_\_\_

**LESSEE:**  
**IT'LL BE PIZZA, LLC**

By:   
Its  
President