

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

PERMIT ISSUED

Permit Number: 050963

JUL 21 2005

CITY OF PORTLAND

This is to certify that Metropolitan Apartments LLC
 has permission to Change of Use to an Art and Antique Shop
 AT 439 Congress St Permit No. 027 B004001

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 occupied or closed-in. **NO 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 7-
 Health Dept. _____
 Appeal Board _____
 Other _____
 Department Name

Neighborhood
 group
 board
 approval
 required

[Signature] 7/22/05
 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 No: 05-0963	Issue Date: PERMIT ISSUED JUL 2 2005	Obj: 027 B004001
Owner Address: 429 Elmwood Rd	Phone:	
Contractor Address:	Phone:	
Permit Type: Change of Use Home Occupation		Zone: B-3

Location of Construction: 439 Congress St	Owner Name: Metropolitan Apartments Llc
Business Name:	Contractor Name:
Lessee/Buyer's Name	Phone:

Past Use: Commercial Portland Opera Repitory Co	Proposed Use: Commercial Change of Use Arts and Antique Shop
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Permit Fee: \$84.00	Cost of Work: \$105.00	CEO District: 1
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>with conditions</i>	INSPECTION: Use Group: <i>M1</i> Type: <i>3B</i> <i>7/20/05</i> Signature: <i>[Signature]</i>
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Proposed Project Description:
Change of Use to an Art and Antique Shop

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: dmartin	Date Applied For: 07/14/2005
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Zoning Approval

- 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..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>OK 7/18/05</i>	Zoning Appeal <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: _____
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Separate permits for any new sign age

Historic Preservation <input 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: <i>requires a separate review & approved</i>
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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: 05-0963	Date Applied For: 07/14/2005	CBL: 027 B004001
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Location of Construction: 439 Congress St	Owner Name: Metropolitan Apartments Llc	Owner Address: 429 Elmwood Rd	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use Home Occupation	

Proposed Use: Commercial Change of Use Arts and Antique Shop	Proposed Project Description: Change of Use to an Art and Antique Shop
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 07/18/2005
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 07/29/2005
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
Dept: Fire	Status: Approved with Conditions	Reviewer: Cptn Greg Cass	Approval Date: 07/18/2005
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Retail space to be in compliance with NFPA 101 prior to occupancy			

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 ^{Structure} Construction: 437 Congress St.

Total Square Footage of Proposed Structure 1000 sq. ft. existing structure		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# 027 Block# B Lot# 004		Owner: Russell Pierce Metropolitan Apts. LLC 104 Grant St.	
Lessee/Buyer's Name (If Applicable) Elizabeth Hickey		Applicant name, address & telephone: Elizabeth Hickey 419 Preble St. So. Portland 207-799-1887	
Current use: _____		Cost Of Work: \$ 0 Fee: \$ 30 City 75	
If the location is currently vacant, what was prior use: Portland Opera Repertory Co.		105.00	
Approximately how long has it been vacant: ?			
Proposed use: Art and Antiques Shop		change of use	
Project description: none			
Contractor's name, address & telephone: none			
Who should we contact when the permit is ready: Erin Elizabeth Hickey			
Mailing address: 419 Preble St So. Portland, Me 04106			
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: 207-799-1887			

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: _____ Date: _____

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
JUN 14 2005
RECEIVED

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

LEASE

This Lease Agreement made this June 20, 2005, by and between Metropolitan Apartments, LLC, a Limited Liability Corporation with a place of business at 104 Grant St., Portland, ME 04101 (hereinafter called "Landlord") and Blue Moose Emporium, a sole proprietorship with a mailing address of 419 Preble Street, South Portland, ME 04106 (hereinafter called "Tenant").

WITNESSETH

Article 1 PREMISES: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord the premises of the first floor retail space located at 437 Congress Street, Portland, ME 04101 consisting of approximately 1000 square feet of retail space (the "Premises"). The premises shall include the basement area directly beneath said retail space, provided that the Landlord and its duly authorized agents shall have access to and the right to enter said basement for purposes of reading, maintaining and services utility meters and other mechanical systems, and in the event of an emergency.

Article 2 Term: The Premises are leased for a term commencing July 1, 2005 and terminating 2 years after on June 30, 2007. Tenant shall have the right to renew this lease for 1 (one), 2 (two) year term at a new "market rate" monthly rent at as determined by Landlord at its reasonable discretion. The renewal term shall commence the day following the expiration of the initial term of the lease. In order to exercise its right to renew, Tenant must give Landlord written notice of such exercise 90 (ninety) days prior to the expiration of the initial term, provided, however, that the Tenant may not exercise its right to renew the Lease if Tenant is in default of any of its obligations under the lease.

In the event Tenant shall continue in occupancy of the demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of the lease, but occupancy shall, at the option of the landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect during the last year of the term, increased by fifteen (15%) percent prorated and payable month to month on the first of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the term thereof.

Article 3 Rent: The annual base rent for Year 1, July 1 2005 through June 30, 2006, shall be \$12,000 (\$1000 monthly). The annual base rent for Year 2, July 1, 2006 through June 30, 2007, shall be \$13,200 (\$1100 monthly). Said rent shall be payable in advance the first day of each and every calendar month during the term of the lease. The first month's rent shall be due in full at lease signing. Any rent payment received by the Landlord after the 10th of the month shall be subject to a 5% surcharge.

Article 3.1 Additional Rent: Tenant shall, as Additional Rent, pay promptly upon receipt of Landlord's invoice therefore, additional charges as provided in this Lease Agreement. Tenant agrees to pay as additional rent, without limitation, Tenant's proportionate share of any increase over the base year in municipal real property taxes assessed by the City of Portland against the Building. Tenant's proportionate share is hereby agreed to be 3.13%

of the taxes charged or chargeable with respect to the Building. The “Base Year” is defined to mean the fiscal year in effect for the City of Portland upon the date of execution of this Lease. Landlord shall invoice this additional rent twice annually, once in April and once in October.

Article 4: Security Deposit: The security deposit shall be \$1 000 and shall be due in full at lease signing. No interest shall be paid upon this security deposit. After expiration of this lease, Tenant shall be entitled to the return of any unused portion of the Security Deposit provided that upon expiration, Tenant shall not be in default under the terms and conditions of this Lease and the Premises are left in good repair, normal wear and tear excepted, and broom clean condition.

Article 5 Quiet Enjoyment: The tenant upon payment of rent herein, and upon performance of all terms of this lease, shall at all times during the lease term, peacefully and quietly enjoy the leased property without disturbance from the Landlord.

Article 6 Maintenance: –

- a. The Tenant shall keep the leased Premises in a neat, clean, and sanitary condition and in as good order and repair as at the commencement of the lease, reasonable wear and tear excepted, and Tenant shall be responsible for all “day to day” repairs and maintenance to all plumbing fixtures, and electrical systems and fixtures, other than that ~~as~~ specified in paragraph b below. Landlord shall replace any fixtures that fail during the course of normal daily use its own expense, except those caused by the negligence of the Tenant. Tenant shall keep, at Tenant’s sole expense, the Leased premises including, without limitation, all carpeting and window glass in good order and repair, and in at lease ~~as~~ good order and repair ~~as~~ they are on the Commencement date, reasonable ~~use~~ and wear accepted. Tenant shall not do anything to cause the leased Premises or the activities therein to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of any officer of competent authority. The tenant shall permit no waste with regard to the leased Premises.
- b. The Landlord shall keep the structural portions of the Building which shall be defined to include exterior walls (including doors, windows), foundation, floors, and roof, and in good order and repair, provided, however, that any such maintenance made necessary by fault or neglect of the Tenant or it’s employees or visitors, shall be at the expense of the Tenant and Tenant shall pay all costs therefore.
- c. Tenant shall be responsible at its expense for snow and ice removal in front of the Premises, in accordance with applicable regulations and ordinances. Tenant shall apply sand and salt as needed to sidewalks and entryway to make them safe for all forms of pedestrian traffic.
- d. The Landlord shall be responsible, at it’s own expense, for all maintenance and necessary repairs to HVAC system, provided the repairs ~~are~~ not a result of the Tenants negligent use.

Article 7 Improvements/Alterations: Any and all improvements or alterations to the

Premises by the Tenant, which materially change the retail space, shall be submitted by written specifications and drawings satisfactory to Landlord for Landlord's approval and Landlord shall not unreasonably withhold approval of such improvements or alterations. With the exception of Tenant's personal and trade fixtures, any and all improvements or alterations made to Premises shall become property of the Landlord. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Premises and shall provide the Landlord with evidence of the same. Should Landlord be subjected to any materialman's suit(s) for any services or materials associated with Tenant improvements or alterations to the Premises, Tenant shall pay any and all costs incurred by Landlord in defense or prosecution of such actions.

Article 8 Utilities: Landlord shall provide, and pay for heat, hot water, water and sewer in said premises. Shall the Tenant use the Premises HVAC system for supplemental heat, it shall be at the Tenant's sole expense. Tenant shall be solely responsible for and pay the expenses for its telephone, electricity, and any other utilities used or consumed by it in or about the Premises. In no event shall the Landlord be liable for an interruption or failure in the supply of any utilities to the Premises.

Article 9 Common Areas: Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use Common Areas, on ground floor only, in common with others during the Term subject to the exclusive control and management thereof at all times by Landlord and subject further to the right of the Landlord set forth herein.

Article 10 Insurance: At all times after the execution of this lease, Tenant will take out and keep in force:

- a. Public liability insurance, at the Tenant's expense, including insurance against assumed or contractual liability with respect to the Premises, to afford protection to the limit. Metropolitan Apartments, LLC., shall be listed on this policy as a "named insured". A copy of this insurance policy shall be provided to landlord upon the execution of this lease. Tenant shall also provide Landlord a copy of any renewal policy within 30 days of the renewal commencement date.
- b. For each occurrence, of not less than one million dollars(\$1,000,000.00) with respect to personal injury or death, said insurance shall also provide for coverage in equal amount for and of all parties, including but not limited to other tenants in the Landlord's building, who might be harmed or injured, or suffer property damage, as a result of activities caused by or occurring on Tenant's Premises. The insurance policy shall protect and hold harmless Landlord from any and all claims of such third parties and/or other tenants of the building who are harmed as described below.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent landlord from procuring such policies in companies acceptable to Landlord.

Article 11 Damage or Destruction: In case the buildings upon **said premises**, or any **part** thereof, during said term be damaged or destroyed, the Landlord may, at its option, proceed to repair and/or rebuild the same, including any improvements or betterments made by Tenant, upon the same plan **as** immediately before such damage or destruction occurred, and until said premises are rebuilt and put in good and tenantable order, the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until said premises have been restored to the same condition **as** before such damage and destruction occurred, be suspended. In the event that the Landlord chooses not to proceed to repair or rebuild the leased premises, then this Lease may be terminated by the Landlord by giving the Tenant written notice of the Landlord's intention not to rebuild within thirty (**30**) days of the casualty causing the damage of destruction.

Either party shall have the right to cancel this Lease if the damage to the building is so substantial that it cannot be reasonably repaired within a period of one hundred twenty (120) days; the intent to cancel shall **be** sent by either party within ten (10) days of the occurrence of the damage.

Article 12 Condemnation: If the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. In the event that a substantial portion of the leased Premises itself is taken **or** condemned, both Landlord and Tenant shall have the right to terminate this Lease upon giving notice in writing ten (10) days in advance of proposed termination date. In **the** event the Lease shall not be terminated as provided herein, rent shall abate proportionally **as** to the part so taken.

Article 13 Assignment and Subletting: Tenant shall not assign this Lease, nor sublet the premises in whole or part, without the prior written consent **of** the Landlord, which consent Landlord agrees not to withhold unreasonably. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease, and in case of an assignment, the Assignee shall agree in writing with Landlord to be bound by, and assume all obligations of Tenant under this lease.

Article 14 Use: Tenant shall not use or occupy or permit the leased Premises to be used or occupied, nor do or permit anything to be done in or on the leased Premises, in a manner which will in any way violate any present or future laws or regulations of any governmental authority. Tenant shall use the Premises for the retail sale of antiques, **art** work, jewelry and clothing. Tenant shall not use nor sublease the Premises **so** as to cause a violation of any statute, ordinance or restriction of record.

Article 15 Subordination: Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the Premises, and to any renewal, modification, replacement or extension of such mortgage of security indenture.

Article 16 Default: This Lease is made on the condition that if the Tenant shall fail to pay any rental or additional rental payment provided hereunder, or shall fail to pay any

other monetary obligation on its due date to Landlord **as** provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for five (5) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant **shall** be declared bankrupt or insolvent according to law, or if Tenant shall die, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make assignment for the benefit of its creditor's, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of the Lease as herein provided, then and in any of said cases, notwithstanding any license of any former breach of covenants or waiver of consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing forthwith or on a date stated in said notice; (b) with **or** without process of law, enter into and upon leased Premises or any **part** thereof and repossess the same as **of** the Landlord's former estate; and (c) expel the Tenant and those claiming through or under the Tenant and remove its 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 preventing a breach of covenant, and upon entry **as** aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the then-current term exceed the fair rental value of said Premises for the remainder of the original term and of any extensions thereof, and in addition to thereto, will during the remainder of then-current term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, additional rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the leased Premises, if any, and the application prorated amount of damages previously paid to Landlord. The Landlord shall make reasonable effort to secure a rental equal to the then-prevailing local rate for the Premises concerned. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs **of** reletting the Premises including real estate commissions, costs of renovation the Premises to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges, including counsel fees reasonably incurred, in obtaining possession of the leased Premises after a default of the Tenant or after the Tenant's default in surrendering possession upon expiration or earlier termination of the term of the Lease or of enforcing any covenant or obligation of the Tenant herein contained.

Article 17 Access: Landlord shall provide at least **24** hours advance notice of intention to enter the Premises, except in the case of an emergency.

Article 18 Signs: Tenant shall not erect, install or place any signage upon the exterior Premises of building housing except with the written approval of Landlord. Tenant shall pay any and all costs associated with any such signage which signage has been approved

by Landlord.

Article 19 Self-Help: In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by the Landlord for a lesser amount with and endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Article 20 Miscellaneous Provisions:-

- a. Subject to the foregoing, the covenants and agreements of the 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, expressed or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon fiduciary or any beneficiary under any trust.
- b. 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 representatives, heirs, administrators, executors, successors, and assigns.

Article 21 Financial Information: Tenant agrees that it will supply to Landlord, all relative financial information deemed appropriate by Landlord in its sole discretion to assess Tenant's financial condition and its creditworthiness. Landlord agrees to hold all such financial information in confidence. All financial statements shall be in accordance with generally accepted accounting principles.

Guarantees: Tenant agrees that all of its officers, directors and shareholders shall personally and unconditionally guaranty Tenant's obligations under this Lease in form acceptable to Landlord. Said officers, directors and shareholders shall provide such financial information as Landlord shall require to establish their financial condition and creditworthiness to Landlord's sole satisfaction.

Article 23 Notices: Any and all notices required to be given or served by the terms and provisions of this Lease, shall be delivered in person or shall be sent by U.S. mail or by hand delivery with receipt, or by facsimile transmission with acknowledgement, to the following addresses, or to such other address or addresses as either party shall from time to time designate by like notice to the other:

Landlord: Metropolitan Apartments, LLC
104 Grant Street
Portland, ME 04101

Tenant: Blue Moose Emporium
419 Preble Street
South Portland. ME 04106

Article 24 Limitations of Liability: Tenant agrees to look solely to the Landlord's interest in 439 Congress Street, for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in 439 Congress Street (except to the extent that insurance proceeds may be available to satisfy 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 the Landlord.

Article 25: Estoppel Certificates: Tenant shall, within ten (10) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that the Lease is unmodified and in full force or effect (or if there had been modifications, that the same is in full force and effect as modified, in stating the modifications), (b) specifying dates to which the annual rent has been paid, (c) stating whether or not Landlord **is** in default in performance or observance of **its** obligations under the Lease, and, if **so**, specifying each such default, (d) stating whether or not to the best of the knowledge **of** the Tenant, any event has occurred which, with giving of notice **or** passage of time, or both, would constitute default by Landlord under Lease, and, if **so**, specifying each such event, and (e) certifying that Tenant, **as** of the date of the statement, **has** no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become thereunder. **Any** such statement delivered pursuant to this Article may be relied upon by any perspective assignee. transferee or mortgagee of the Premises or any interest therein.

Article 25 Waiver of Trial by Jury: LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION **IS** A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THIS LEASE AGREEMENT.

This lease may be executed in counterpart originals.

IN WITNESS THEREOF, the parties have hereunder set their hands and seals all on the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

LANDLORD
Metropolitan Apartments, LLC

Christine E. Tanguay
Witness

By: Russell Pierce
Manager

TENANT
~~Metropolitan Apartments~~ Blue Moon Emporium

[Signature]
Witness

By: _____
Trustee

STATE OF MAINE CUMBERLAND, SS.

July 1, 2005
Date

Personally appears the above-named, Russell Pierce, Manager of Metropolitan Apartments, LLC and acknowledged the execution of the foregoing instrument to be his/her free and deed. ~~and the free act and deed of said~~ _____

Before me.

CHRISTINE E. TANGUAY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
OCTOBER 4, 2005

Christine E. Tanguay
Notary public/Attorney at Law

Printed Name

STATE OF MAINE CUMBERLAND, SS.

Date

Personally appeared the above-named, _____, Trustee of _____ and acknowledges the execution of the foregoing instrument to be **his** free act and deed.

Before me.

Notary public/Attorney at Law

Printed Name

I, Elizabeth Hickey, hereby personally guaranty any and all obligations of Blue **Moon** Emporium under the foregoing lease, and without limiting the general nature of the foregoing, I guaranty timely payment of all amounts due to Landlord under the lease. I understand that landlord **is** relying on my guaranty in entering into this lease agreement. **1** hereby assent to the terms of the lease.

Sam Higgins
Witness

Elizabeth Hickey
Elizabeth Hickey

725 Virginia Ave Hammonden NJ
Address

SS# 155 404 319

~~STATE OF MARYLAND~~ STATE OF NEW JERSEY
~~CUMBERLAND CO.~~ ATLANTIC COUNTY

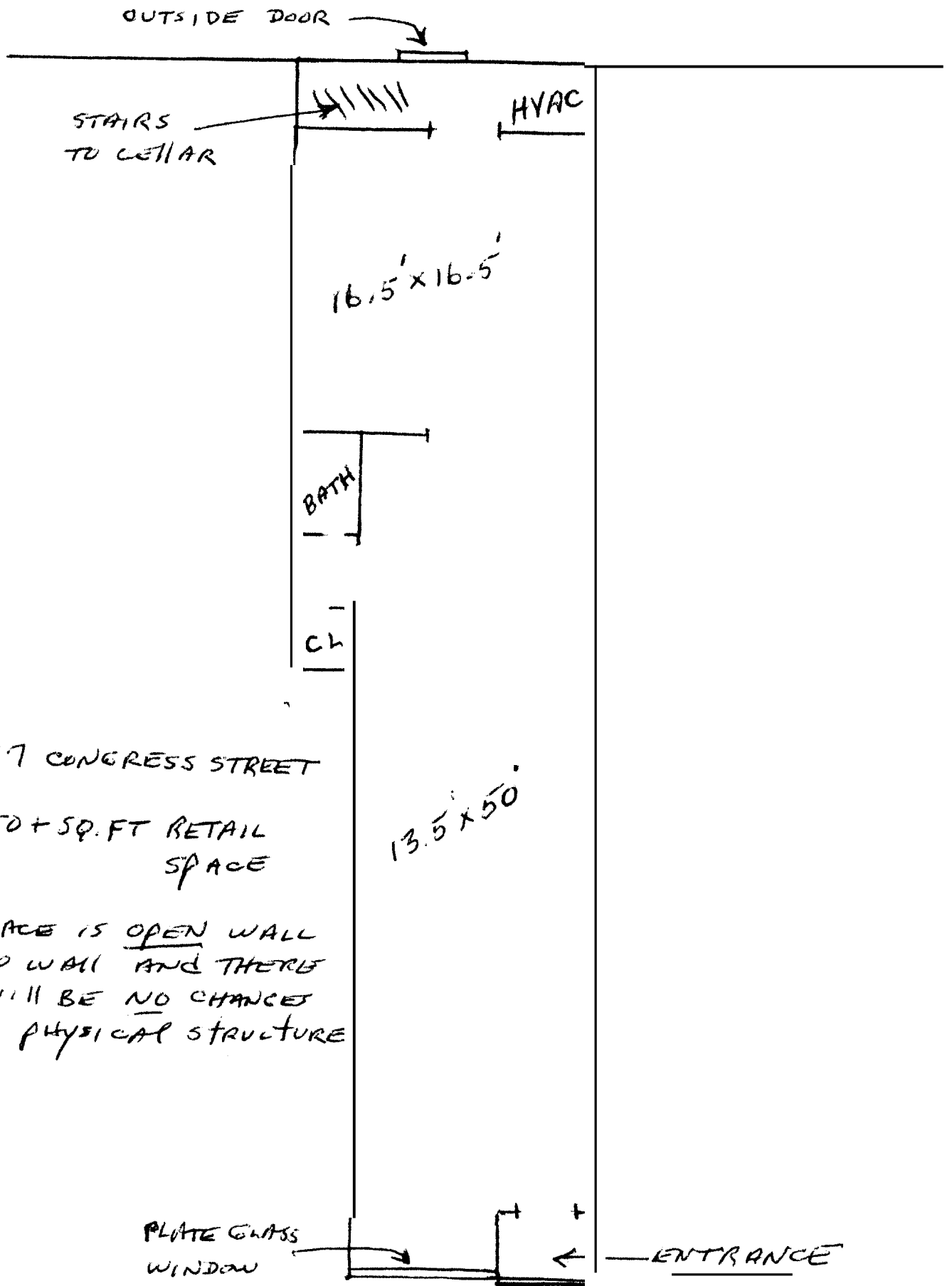
Personally appeared the above-named Elizabeth Hickey and acknowledged the foregoing instrument to be his free act and deed

Before me,

Eleanor Crane
Notary Public

Print Name: ELEANOR CRANE

My Commission Expires: 6/19/2006



To-Portland Code Office

From-Elizabeth Hickey

Re-437 Congress St.

In reference to the use of the rental property at 437 Congress Street, I have leased this property as a retail space for the purpose of selling art and antiques (copy of lease included). I will be using this site in its existing state, without making any structural changes. There will be no new walls, modifications or permanent counters added. I have included a copy of the existing floor plan for your review. Additionally, I have filled out the "All Purpose Building Permit Application" with all the appropriate information available to me.

Any help that you can provide in quickly opening my small business would be greatly appreciated.