

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
 Application And
 Notes, If Any,
 Attached

BU **PERMIT** ION

Permit Number: 081257

This is to certify that METROPOLITAN APARTMENTS LLC
 has permission to Commercial - Over Grow Org - Cafe / Beverage - Change of Use from Art Gallery to Juice Bar
 AT 439 CONGRESS ST 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 lath or other work is used-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.	<i>See City</i>
Health Dept.	
Appeal Board	OCT 21 2008
Other	
Department Name	
CITY OF PORTLAND	

Thomas H. Buckley 10/21/08
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee



Date



Signature of Inspections Official



Date

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

Permit No: 08-1257	Issue Date:	CBL: 027 B004001
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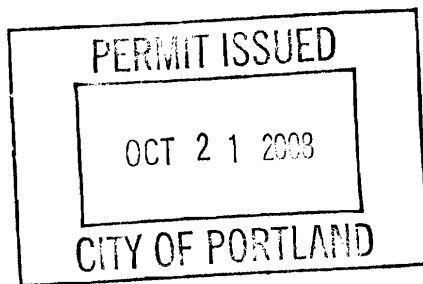
Location of Construction: 439 CONGRESS ST (437)	Owner Name: METROPOLITAN APARTMENTS	Owner Address: 104 GRANT ST	Phone:
Business Name: Over Grow Organic Cafe / Beverage	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name Igor Rakuz	Phone: 617-216-1661	Permit Type: Change of Use - Commercial	Zone: B-3

Past Use: Commercial - Retail - art gallery	Proposed Use: Commercial - Over Grow Organic Cafe / Beverage Bar - Change of use from Art Gallery to Juice Bar - Restaurant.	Permit Fee: \$165.00	Cost of Work: \$7,000.00	CEO District: 1
Proposed Project Description: Commercial - Over Grow Organic Cafe / Beverage Bar - Change of use from Art Gallery to Juice Bar restaurant.		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: 2B IBC 2003	
		Signature: <i>Greg Cass</i> Signature: <i>Jm 10/21/08</i>		
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) y/ci				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: Idobson	Date Applied For: 10/07/2008
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Zoning Approval

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. 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: 10/9/08 ABM	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:	Historic Preservation <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: ABM
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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



General Building Permit Application

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

Location/Address of Construction: <u>437 Congress</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot <u>7273'</u>	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>027</u> Block# <u>B004001</u> Lot#	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Igor Rakuz</u> Address <u>21 Cook RD</u> City, State & Zip <u>Windham ME 04092</u>	Telephone: <u>617-216-1661</u>
Lessee/DBA (If Applicable) <u>Over Grow LLC</u>	Owner (if different from Applicant) Name <u>Metropolitan Apartments, LLC</u> Address <u>104 Grant St</u> City, State & Zip <u>Portland ME 04101</u>	Cost Of Work: \$ <u>7,000.00</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>165</u>
Current legal use (i.e. single family) _____ Number of Residential Units _____ If vacant, what was the previous use? <u>Art gallery - Mainely Market Art Gallery</u> Proposed Specific use: <u>Cafe Juice bar</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>change of use from Art gallery to Juice bar</u>		
Contractor's name: <u>Igor Rakuz</u> <u>Igor@worldlitepro.com</u> Address: <u>21 Cook RD</u> City, State & Zip <u>Windham ME</u> Telephone: <u>617 216 1661</u> Who should we contact when the permit is ready: <u>Igor Rakuz</u> Telephone: _____ Mailing address: _____		

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

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

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

Signature: Igor Rakuz

Date: 10/5/08

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-1257	Date Applied For: 10/07/2008	CBL: 027 B004001
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Location of Construction: 439 CONGRESS ST	Owner Name: METROPOLITAN APARTMENTS	Owner Address: 104 GRANT ST	Phone:
Business Name: Over Grow Organic Cafe / Beverage	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Igor Rakuz	Phone: 617-216-1661	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Restaurant - Change of use from Art Gallery to restaurant (cafe/juice bar -Over Grow LLC)	Proposed Project Description: Change of use from Art Gallery to Restaurant - (cafe/Juice Bar)
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 10/09/2008

Note: Restaurant is an approved DAD district use.

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 with Conditions **Reviewer:** Tom Markley **Approval Date:** 10/15/2008

Note:

Ok to Issue:

- 1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved **Reviewer:** Capt Greg Cass **Approval Date:** 10/17/2008

Note: This is not a change of use per NFPA. Mercantile.

Ok to Issue:

- 1) Installation of a hood will require a separate permit.

Comments:

10/9/2008-amachado: Put permit in Jeanie's wire basket.



LEASE

This Lease Agreement made this 25th day of September 2008, 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 Igor Rakuz, D/B/A Overgrow, a sole proprietorship with a mailing address of 437 Congress Street, Portland, Maine, 04101 (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 on December 1, 2008 and terminating 1 year after on November 30, 2009. Tenant shall have the right to renew based on the terms defined in Article 3.1 below.

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 twenty (20%) 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, December 1, 2008 through November 30, 2009 shall be \$13,200 (\$1,100 monthly). Said rent shall be made payable in advance the first day of each and every calendar month during the term of the lease and rent payments should be made to Port Property Management, 104 Grant Street, Portland, ME., 04101. 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 Renewal: 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 its intent to renew minimum of 4 (four) months 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. If the Tenant exercises its option to renew the term of this lease Tenant agrees

to pay to Landlord, or its designee, rent on the terms described in Article 2 above in the amounts set forth below.

Article 3.2 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 \$2,200 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, free of rubbish and other items 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 installed in the premises prior to the lease commencement date that fail during the course of normal daily use its own expense, except those which failure is caused by the negligence of the Tenant. Tenant shall keep, at Tenant's sole expense, the Leased premises including, without limitation, all carpeting, flooring and window and door glass in good order and repair, and in at least as good order and repair as they are on the commencement date, reasonable use and wear accepted. Tenant shall be responsible for maintaining and keeping clear all drains and waste lines in the Premises at Tenants sole expense. 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 its own expense, for all maintenance and necessary repairs to HVAC system, provided the repairs are not a result of the Tenants negligent use. Tenant shall report any problems with the HVAC system to the Landlord in a timely manner. Tenant shall reasonably accommodate Landlords efforts to schedule HVAC maintenance and service.
 - e. Any alterations to the entry locks of said Premises must be done by Maine Locksmith Services, 207-892-8366, at Tenant's sole expense.

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. All improvements made to the Premises by Tenant must be done in accordance with local building codes and regulations and Tenant must obtain all necessary permits prior to commencing improvements. 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 of 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 and hot water in said Premises. Tenant shall pay for electricity, water and sewer in said Premises. Landlord shall install a sub meter to measure the Tenant's actual water and sewer consumption and invoice tenant monthly for its use. Tenant shall submit payment within 15 days of invoice date.

After Tenant has been open for business for 3 months in the Premises, Landlord shall prorate Tenant's water and sewer use on an annual basis and provide tenant, in writing, with a fixed estimated monthly cost. Tenant shall submit payment for this prorated monthly cost with its monthly rental payment. Landlord shall reconcile Tenant's actual use and payment annually on October 1st.

Supplemental heat is available to the Tenant from the HVAC system located in the Premises. Shall the Tenant use the HVAC system for supplemental heat, Tenant shall pay for electricity used to circulate said heat. Tenant shall be solely responsible for and pay the expenses for its telephone 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 it's 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) 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 or 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 food and beverage service only. Tenant shall attain all local, county and state permits and licenses required for this use including but not limited to a food service license and certificate of occupancy, 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 leases 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.

Article 22 Personal Guarantees: Tenant agree that all of it's officers, directors and shareholders shall personally and unconditionally guaranty Tenants 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 Landlords 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 facsimilie transmission with acknowledgement, to the following addresses, or to such other address or addresses as wither party shall from time to time designate by like notice to the other:

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

Tenant: Igor Rakuz, D/B/A Overgrow
437 Congress Street
Portland, ME 0410

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

Paula J. Mains
Witness

LANDLORD
Metropolitan Apartments, LLC
By: Russell Pierce
Russell Pierce, Vice President
Port Property Management, Inc.
Its Property Manager

Paula J. Mains
Witness

TENANT
Igor Rakuz, D/B/A Overgrow
By: Igor Rakuz
Its: Igor Rakuz
9/25/08
Date

STATE OF MAINE CUMBERLAND, SS.

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 Metropolitan Apartments, LLC.

PAULA J. MAINS
Notary Public, Maine
My Commission Expires July 16, 2010

Before me.

Paula J. Mains
Notary public/Attorney at Law

Paula J. Mains
Printed Name

STATE OF MAINE CUMBERLAND, SS.

09-25-08
Date

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

Before me.

Paula J. Mains
Notary public/Attorney at Law

Paula J. Mains
Printed Name

PAULA J. MAINS
Notary Public, Maine
My Commission Expires July 16, 2010

I, Igor Rakuz, hereby personally guaranty any and all obligations of Overgrow 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. I hereby assent to the terms of the lease.

Paula J. Mains
Witness

Igor Rakuz
Igor Rakuz

21 Cooks RD Windsor, ME
Address 04062

SS # 134-60-9367

STATE OF MAINE
CUMBERLAND, ss.

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

Before me,

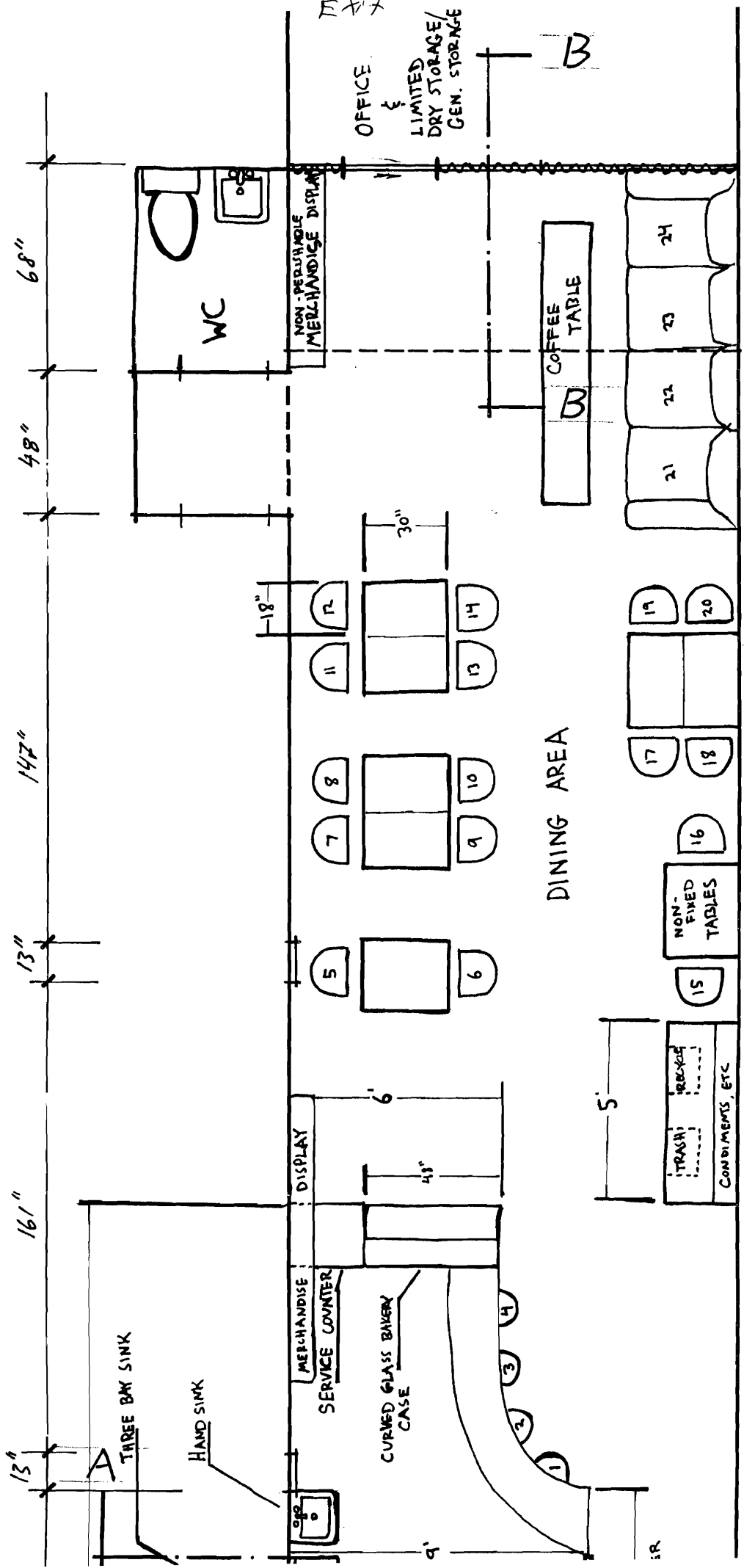
Paula J. Mains
Notary Public

Print Name: Paula J. Mains

My Commission Expires: 07-16-2010

PAULA J. MAINS
Notary Public, Maine
My Commission Expires July 16, 2010

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