

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that ONE MONUMENT WAY LLC – ROOST Located At 1 MONUMENT WAY
HOUSE OF JUICE

CBL: 027- F-011-001

Job ID: 2012-04-3659-CH OF USE

has permission to Change the Use, from retail to juice/smoothie bar, add ADA bathroom , bar, plumbing & electrical fit up 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 the buildings and structures, and of the application on file in the department.

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

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

Fire Prevention Officer

 4/30/12

Code Enforcement Officer / Plan Reviewer

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

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-04-3659-CH OF USE	Date Applied: 4/2/2012	CBL: 027- F-011-001	
Location of Construction: 11 FREE STREET/ 1 MONUMENT WAY	Owner Name: ONE MONUMENT WAY LLC	Owner Address: ONE MONUMENT WAY PORTLAND, ME 04101	Phone:
Business Name: Roost House of Juice	Contractor Name: Ryan Wallace	Contractor Address: 37 Maine Ave., Portland, ME 04103	Phone: 807-1771
Lessee/Buyer's Name: Jeanette Richelson -271 Deering Ave., Apt 2 Portland, ME 04103	Phone: 518-9477	Permit Type: CH of USE	Zone: B-3
Past Use: 11 Free Street: Retail - Portmaneau	Proposed Use: Change of use from retail to restaurant use with alterations	Cost of Work: \$15,000.00	CEO District:
		Fire Dept: 4/24/12 Signature: <i>[Signature]</i> (58)	Inspection: Use Group: B Type: 3B IBC 2009 Signature: <i>[Signature]</i> 4/30/12
Proposed Project Description: change of use, reail to juice/smoothie bar		Pedestrian Activities District (P.A.D.) within - <i>[initials]</i>	
Permit Taken By: Gayle	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 informatin may invalidate a building permit and stop all work.

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Date: <i>04/14/12</i>	<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	- <i>Within</i> - <input type="checkbox"/> Not in Dist 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 <i>Any exterior work requires a separate review & approval</i>

CERTIFICATION

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

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

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

Close In Elec/Plmb/Frame prior to insulate or gyp

Certificate of Occupancy Inspection, including health inspection

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

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



PORTLAND MAINE

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Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-04-3659-CH OF USE

Located At: 1 MONUMENT WAY

CBL: 027- F-011-001

Conditions of Approval:

Zoning

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.
3. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
4. This property at 11 Free Street shall remain a restaurant use. Any change of use shall require a separate permit application for review and approval.
5. This property is located in a Pedestrian Activities District (PAD) that regulates first floor uses to that of retail-like. A restaurant use is an allowable PAD use.

Fire

1. The occupancy shall comply with City Code Chapter 10 upon inspection.
2. Any Fire alarm or Sprinkler systems shall be reviewed by a licensed contractor(s) for code compliance. Compliance letters are required.
3. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model. This review does not include approval of fire alarm system design or installation.
4. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads. This review does not include approval of sprinkler system design or installation.
5. Fire extinguishers are required per NFPA 1.
6. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
7. Any cutting and welding done will require a Hot Work Permit from Fire Department.
8. New walls in structure are to be labeled according to fire resistance rating. IE; 1 hr. / 2 hr. / smoke proof.
9. A single source supplier should be used for all through penetrations.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.

Job ID: 2012-04-3659-CH OF USE

Located At: 1 MONUMENT WAY

CBL: 027- F-011-001

3. New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes.
4. Approval of City license is subject to health inspections per the Food Code.
5. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

2012 04 3659

68

B-3



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>11 Monument Way</u> <u>11 Free Street Portland, Maine 04101</u>		
Total Square Footage of Proposed Structure/Area <u>1302</u>	Square Footage of Lot <u>Building 1-47, 497 sq.ft</u>	<u>Monument Way 1</u> <u>Free St. 13-21 12738 SF</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>Please see attached Tax Assessor Information on Folio 11-18</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Jeanette Richelson and Kathleen</u> Address <u>271 Deering Ave., Apt 2 Flanagan</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>617.645.6757</u> or <u>207.518.9477</u>
Lessee/DBA (If Applicable) RECEIVED <u>APR 02 2012</u> Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>Michael and Lucy Casey</u> Address <u>Woodlands Drive</u> City, State & Zip <u>Falmouth, Maine 04105</u>	Cost Of Work: \$ <u>15,000</u> C of O Fee: \$ <u>7500</u> <u>318 170.00</u> Total Fee: \$ <u>17500</u> <u>MP 7500</u> <u>8245.00</u>
Current legal use (i.e. single family) <u>retail Handbags</u> If vacant, what was the previous use? <u>Pormanteau</u> Proposed Specific use: <u>Robst House of Juice - an artisan juice/smoothie cafe</u> Is property part of a subdivision? <u>n/a</u> If yes, please name _____ Project description: <u>Artisan juice and smoothie bar. We will offer freshly pressed organic juices and smoothies prepared with local and organically grown produce. We will also offer some other treats, merchandise, and wine.</u> <u>Change of Use</u>		
Contractor's name: <u>Ryan Wallace</u> Address: <u>37 Maine Ave.</u> City, State & Zip <u>Portland, Maine 04103</u> Telephone: <u>207.807.1771</u> Who should we contact when the permit is ready: <u>Jeanette Richelson</u> Telephone: <u>617.645.6757</u> Mailing address: <u>271 Deering Ave., Apt 2 Portland, ME 04103</u> <u>207.518.9477</u>		

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: Jeanette Richelson Date: 4.2.12

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



Commercial Interior & Change of Use Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

One (1) complete set of construction drawings must include:

Note: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

- n/a Cross sections w/framing details
- Detail of any new walls or permanent partitions
- Floor plans and elevations n/a
- n/a Window and door schedules
- Complete electrical and plumbing layout. Estimates Attached
- n/a Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment or other types of work that may require special review
- n/a Insulation R-factors of walls, ceilings, floors & U-factors of windows as per the IEEC 2003
- Proof of ownership is required if it is inconsistent with the assessors records. Lease
- Reduced plans or electronic files in PDF format are required if originals are larger than 11" x 17".
- Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal and external plumbing, HVAC & electrical installations.

For additions less than 500 sq. ft. or that does not affect parking or traffic, a site plan exemption should be filed including:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance from the actual property lines.
- Location and dimensions of parking areas and driveways, street spaces and building frontage.
- Dimensional floor plan of existing space and dimensional floor plan of proposed space.

A Minor Site Plan Review is required for any change of use between 5,000 and 10,000 sq. ft. (cumulatively within a 3-year period)

Fire Department requirements.

The following shall be submitted on a separate sheet: *Please see attached.*

- Name, address and phone number of applicant **and** the project architect.
- Proposed use of structure (NFPA and IBC classification) *National Fire Protection Association + International building code*
- Square footage of proposed structure (total and per story)
- Existing and proposed fire protection of structure.
- Separate plans shall be submitted for
 - a) Suppression system
 - b) Detection System (separate permit is required)
- A separate Life Safety Plan must include:
 - a) Fire resistance ratings of all means of egress
 - b) Travel distance from most remote point to exit discharge
 - c) Location of any required fire extinguishers
 - d) Location of emergency lighting
 - e) Location of exit signs
 - f) NFPA 101 code summary
- Elevators shall be sized to fit an 80" x 24" stretcher.

For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

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.

Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.

Fire Department Requirements Application

ROOST HOUSE OF JUICE LLC

Address of Business:

11 Free St. Portland, Maine 04101

Applicants:

Kathleen Flanagan – 917.699.9733 – 214 Varney Mill Road, Windham, Maine 04062

Jeanette Richelson – 207.518.9477 or 617.645.6757 – 271 Deering Avenue #2, Portland, Maine 04101

Proposed use of Structure:

Roost House of Juice will be an artisan juice bar, serving juices, smoothies, some raw food treats, and wine.

Square Footage of Proposed Structure:

1,302 sq. feet

Suppression System Plan:

SEE ATTACHED – Appendix A

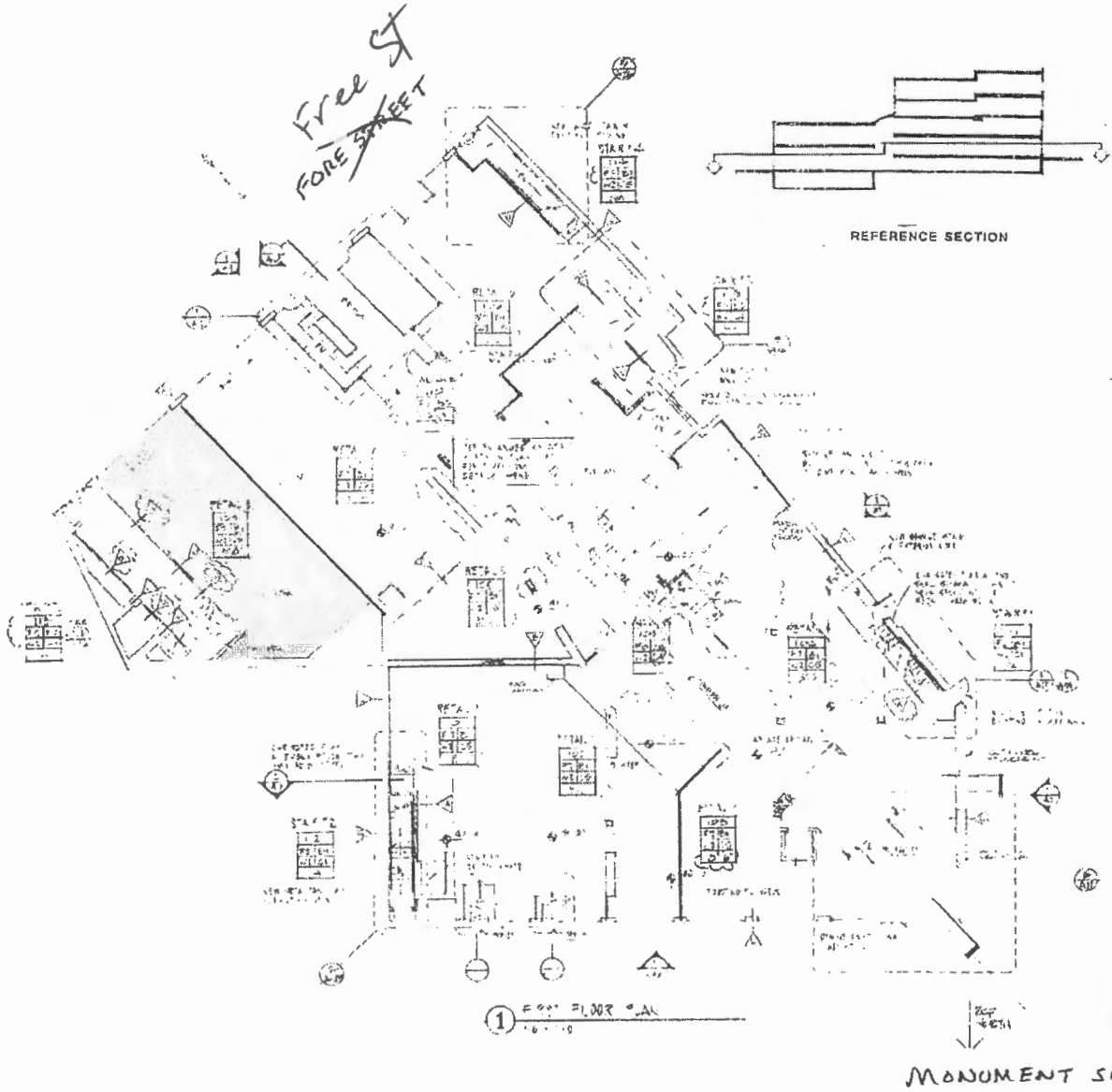
Life Safety Plan:

*Note: there will be no baking, or use of an oven.

- a) Fire resistance ratings of all means of egress- *Illegible on door Frame*
- b) Travel distance from most remote point to exit discharge- 43 feet back wall to exit (see attached scalable floor plan)
- c) Location of any required fire extinguishers- behind existing bathroom door (see attached scalable floor plan)
- d) Location of emergency lighting- 16 feet from door/front wall (see attached scalable floor plan)
- e) Location of exit signs-Above the only egress

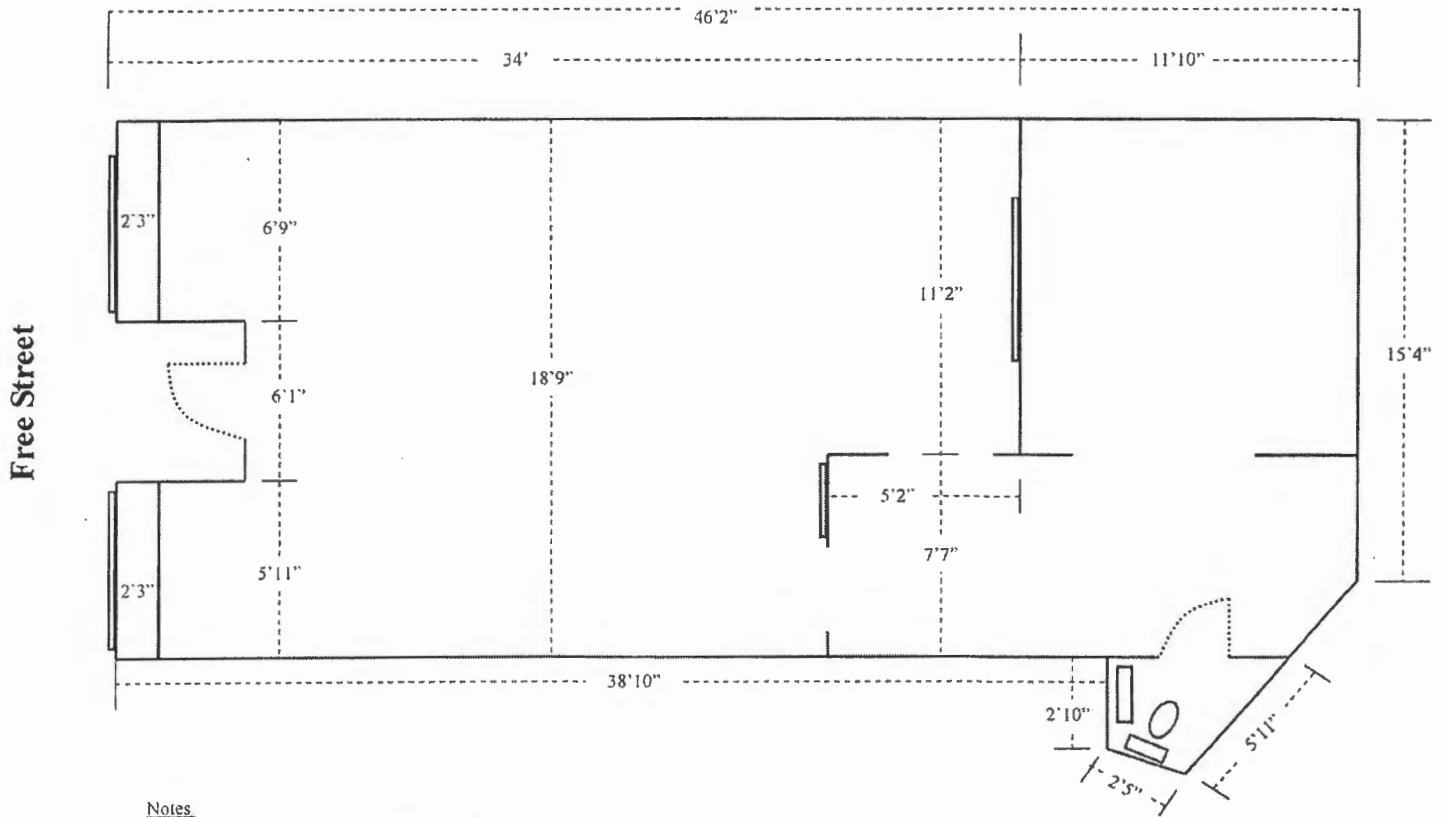
Note: "Per Drew E. Swenson, CPA, LLM, Paragon Management, Authorized Agent for Landlords: The building is fully sprinkled and has the most current fire alarm systems. The building was inspected by Lt. Ben Wallace last year and they have all of the current information."

Appendix A



FIRST FLOOR PLANS	NO. 222-232	STANDBY CORP
	NO. 232-234	P.O. BOX 3074 PORTLAND, ME 04104
NO. 234-236	ARCHITELIC	
NO. 236-238	ARCHITELIC	
NO. 238-240	MONUMENT WAY	
NO. 240-242	MONUMENT SQUARE	
NO. 242-244	PORTLAND, MAINE	

11 Free Street
Approximate Floor Plan



Notes
This plan is not to scale and measurements are approximate.

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City Home Departments City Council E-Services Calendar Jobs

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

Current Owner Information:

Services

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

browse city services a-z

browse facts and links a-z

CBL 027 F011001
Land Use Type RETAIL & PERSONAL SERVICE
Property Location 1 MONUMENT WAY
Owner Information ONE MONUMENT WAY LLC
 ONE MONUMENT WAY
 PORTLAND ME 04101
Book and Page 16873/336
Legal Description 27-F-11-18
 MONUMENT WAY 1
 FREE ST 13-21 CITY CENTER PL 32-38
 12738 SF
Acres 0.348

Current Assessed Valuation:

TAX ACCT NO. 3742 **OWNER OF RECORD AS OF APRIL 2011**
 ONE MONUMENT WAY LLC
LAND VALUE \$598,100.00 **ONE MONUMENT WAY**
BUILDING VALUE \$2,859,700.00 **PORTLAND ME 04101**
NET TAXABLE - REAL ESTATE \$3,457,800.00
TAX AMOUNT \$63,208.58

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](mailto:treasury@portlandmaine.gov).



Best viewed at 800x600, with Internet Explorer

Building Information:

Building 1
Year Built 1926
Style/Structure Type DOWNTOWN ROW
Units 1
Building Num/Name 1 - MOUSSE CAFE
Square Feet 47497

[View Sketch](#) [View Map](#) [View Picture](#)



Exterior/Interior Information:

Building 1
Levels B1/B1
Size 6684
Use SUPPORT AREA
Height 10
Heating HOT AIR
A/C CENTRAL

Building 1
Levels 01/01
Size 8242
Use RETAIL STORE
Height 12
Walls MASNRY/FRAME
Heating HOT AIR
A/C CENTRAL

Building 1
Levels 01/01
Size 1776
Use RESTAURANT
Height 12
Walls MASNRY/FRAME
Heating HOT AIR
A/C CENTRAL

Building 1
Levels 01/01
Size 2214
Use COVERED MALL
Height 12
Walls MASNRY/FRAME

Heating HOT AIR
 A/C CENTRAL

Building 1
 Levels 02/02
 Size 12407
 Use OFFICE BUILDING
 Height 10
 Walls MASNRY/FRAME
 Heating HOT AIR
 A/C CENTRAL

Building 1
 Levels 03/03
 Size 5884
 Use OFFICE BUILDING
 Height 10
 Walls MASNRY/FRAME
 Heating HOT AIR
 A/C CENTRAL

Building 1
 Levels 04/04
 Size 5884
 Use OFFICE BUILDING
 Height 10
 Walls MASNRY/FRAME
 Heating HOT AIR
 A/C CENTRAL

Building 1
 Levels B1/B1
 Size 4406
 Use MULTI-USE SALES
 Height 8
 Heating HOT AIR
 A/C CENTRAL

Other Features:

Building 1
 Structure STORE FRONT - ELABORATE
 Size 166X0

Building 1
 Structure SPRINKLER - WET
 Size 46198X1

Building 1
 Structure ELEVATOR - HYD. PASSENGER
 Size 1500X125

Building 1
 Structure PORCH - COVERED
 Size 480X1

Outbuildings/Yard Improvements:

Building 1
 Year Built 1970
 Structure ASPHALT PARKING
 Size 1X2530
 Units 1
 Grade C
 Condition 3

Sales Information:

Sale Date	Type	Price	Book/Page
10/23/2001	LAND + BUILDING	\$0.00	16673/336
10/23/2001	LAND + BUILDING	\$4,250,000.00	16673/302
10/23/1998	LAND + BUILDING	\$0.00	14239/341
3/1/1992	LAND + BUILDING	\$1,950,000.00	9985/336

[New Search](#)



T.A. NAPOLITANO, INC.

Electrical Contractor

Commercial • Residential • Industrial
Tel: 207-799-0538 Fax: 207-799-1525
Email: tnapelec@maine.rr.com

February 23, 2012 (revised March 5, 2012)

One Monument Way LLC
Attn: Drew Swenson
P O Box 17536
Portland, ME 04112

PROPOSAL: NEW ELECTRICAL FOR HOUSE OF JUICE SPACE

Includes the following:

1. Permit:
 - a. Obtain necessary electrical permit.
2. Office:
 - a. Installation of 2 – 20amp circuits for computers and copier machine.
3. Maine Bar
 - a. Installation of 1 – TBD circuit for dishwasher near 3 bay sink front wall.
 - b. Installation of 4 – 20amp circuits below counter for 3 coolers and 1 freezer under back wall counter.
 - c. Installation of 6 – 20amp circuits above counters for appliances, register and refrigerator.
4. New Bathroom:
 - a. Installation 1 - fan/light with 1 switch, and 1 GFI receptacle.
 - b. Fan to be connected to existing duct piping.
 - c. Fan/light allowance \$100.00.

TOTAL ELECTRICAL: \$ 4,500.00

****Payment Terms: 60% payment due upon signing of contract; remaining balance due day of job completion.**

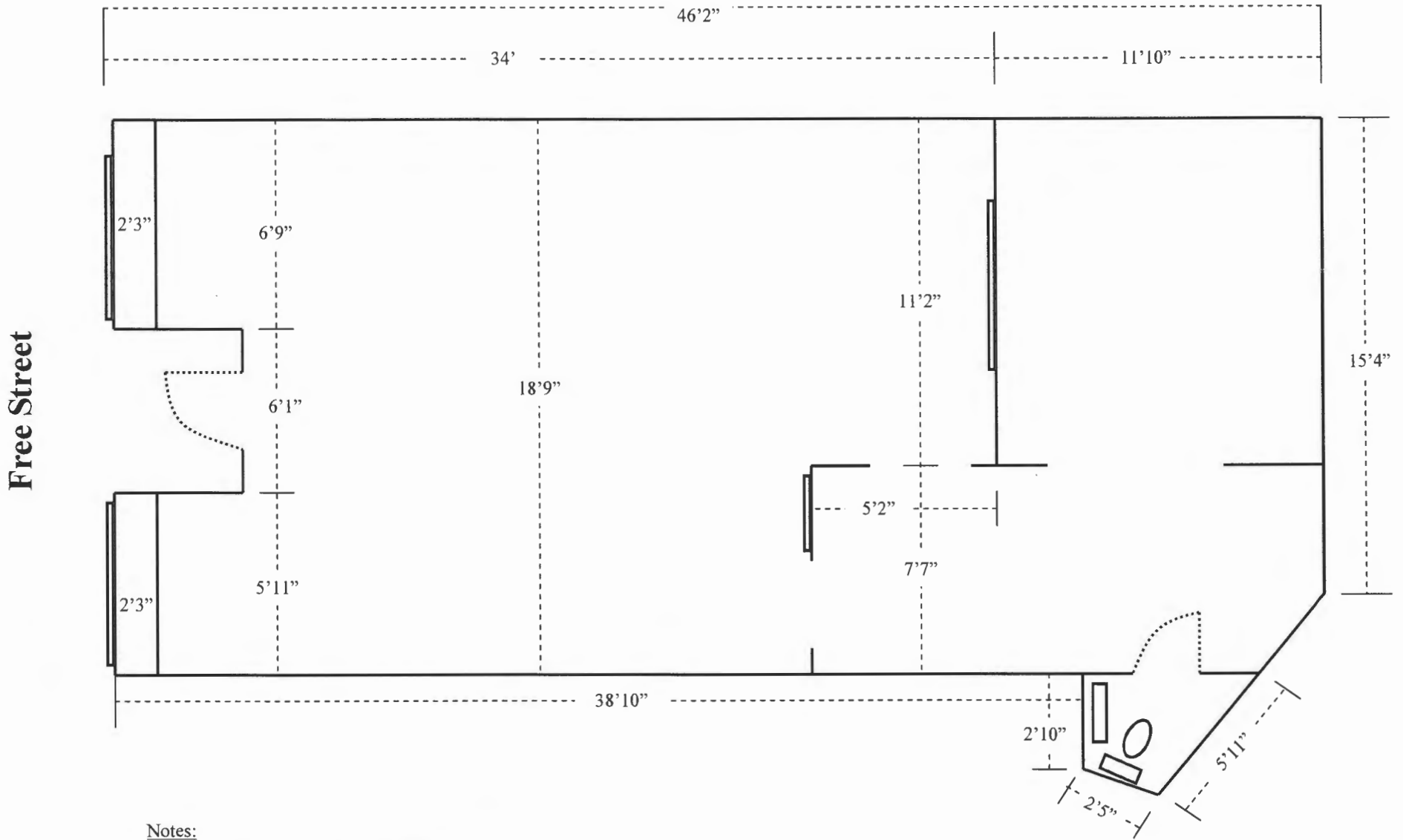
Timothy A. Napolitano

One Monument Way

This proposal is good for 30 days from the date above, after 30 days, pricing is subject to change.

P O Box 2301, South Portland, ME 04116-2301

11 Free Street
Approximate Floor Plan



Notes:
This plan is not to scale and measurements are approximate.



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , BusinessName: mastercard, Check Number: 71180

Tender Amount: 245.00

Receipt Header:

Cashier Id: gguertin

Receipt Date: 4/2/2012

Receipt Number: 42424

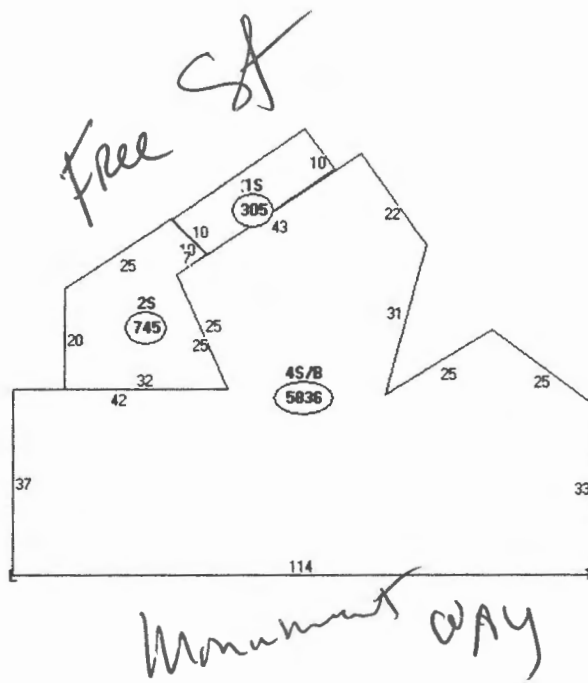
Receipt Details:

Referance ID:	5904	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-04-3659-CH OF USE - change of use, reail to juice/smoothie bar			
Additional Comments: 1 Monument Way			

Referance ID:	5905	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	170.00	Charge Amount:	170.00
Job ID: Job ID: 2012-04-3659-CH OF USE - change of use, reail to juice/smoothie bar			

Additional Comments:

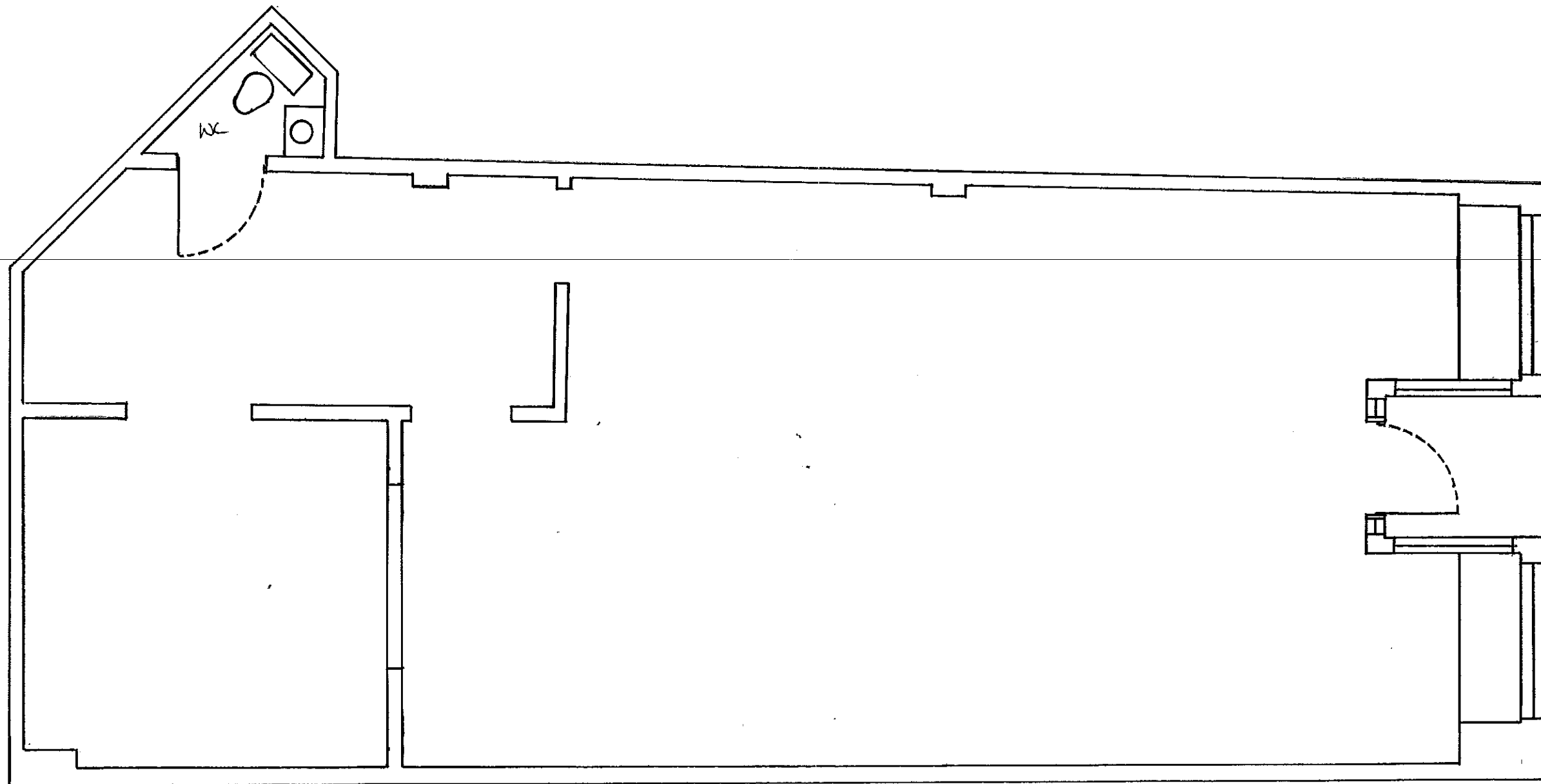
Thank You for your Payment!



Descriptor/Area	Area
A: 086	6684 sqft
B: 034	8242 sqft
C: 031	1776 sqft
D: 095	2214 sqft
E: 053	12407 sqft
F: 053	5884 sqft
G: 053	5884 sqft
H: 083	4406 sqft
I: PORCH COVERED	480 sqft
J: STORE FRONT/ELABORATE	sqft
K: SPRINKLER SYS WET	46198 sqft
L: ELEVATOR MECHANICAL ROOM	

11 FREE STREET

EXISTING CONDITIONS

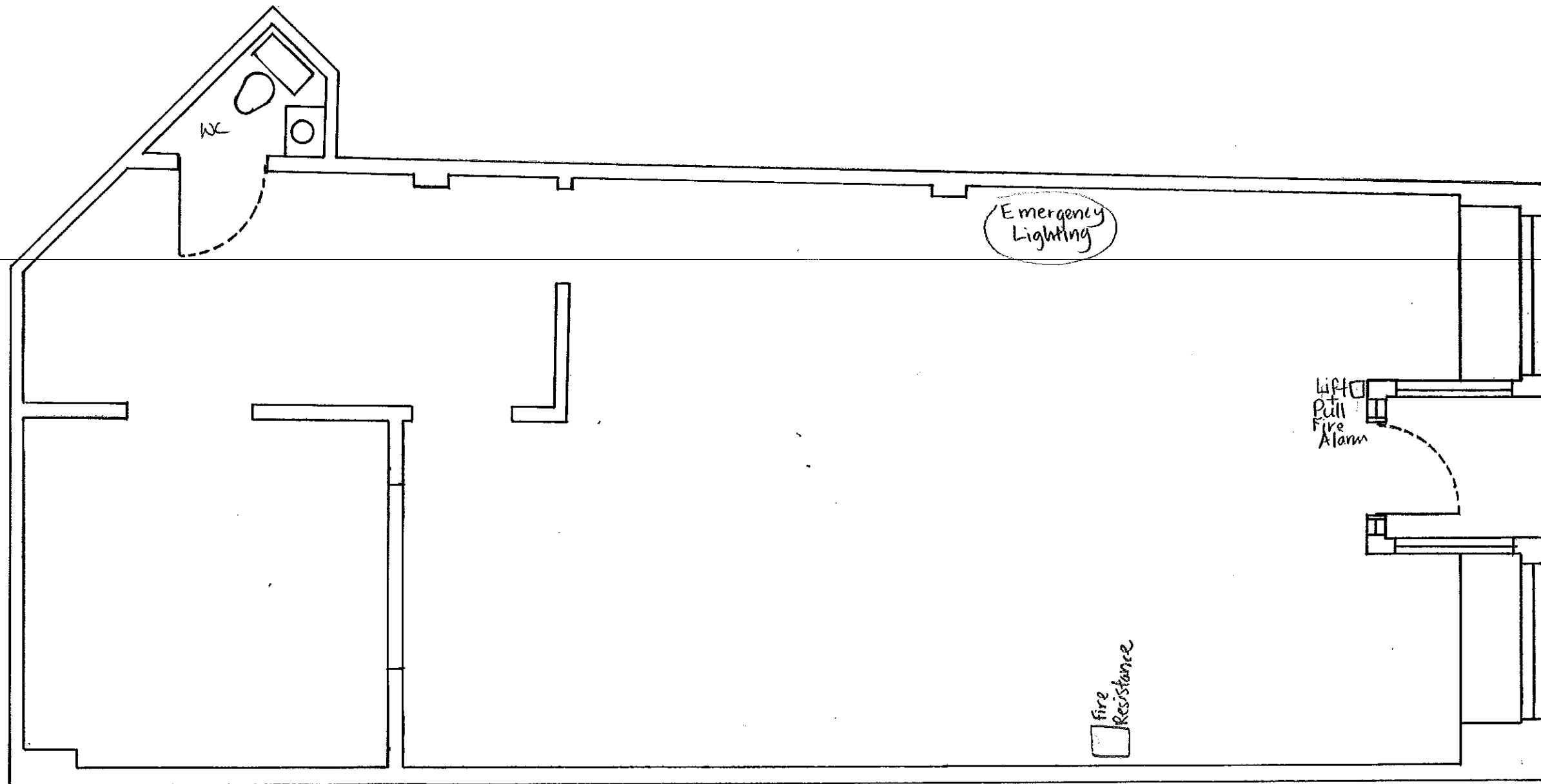


FREE STREET

1/4" = 1 FOOT

11 FREE STREET

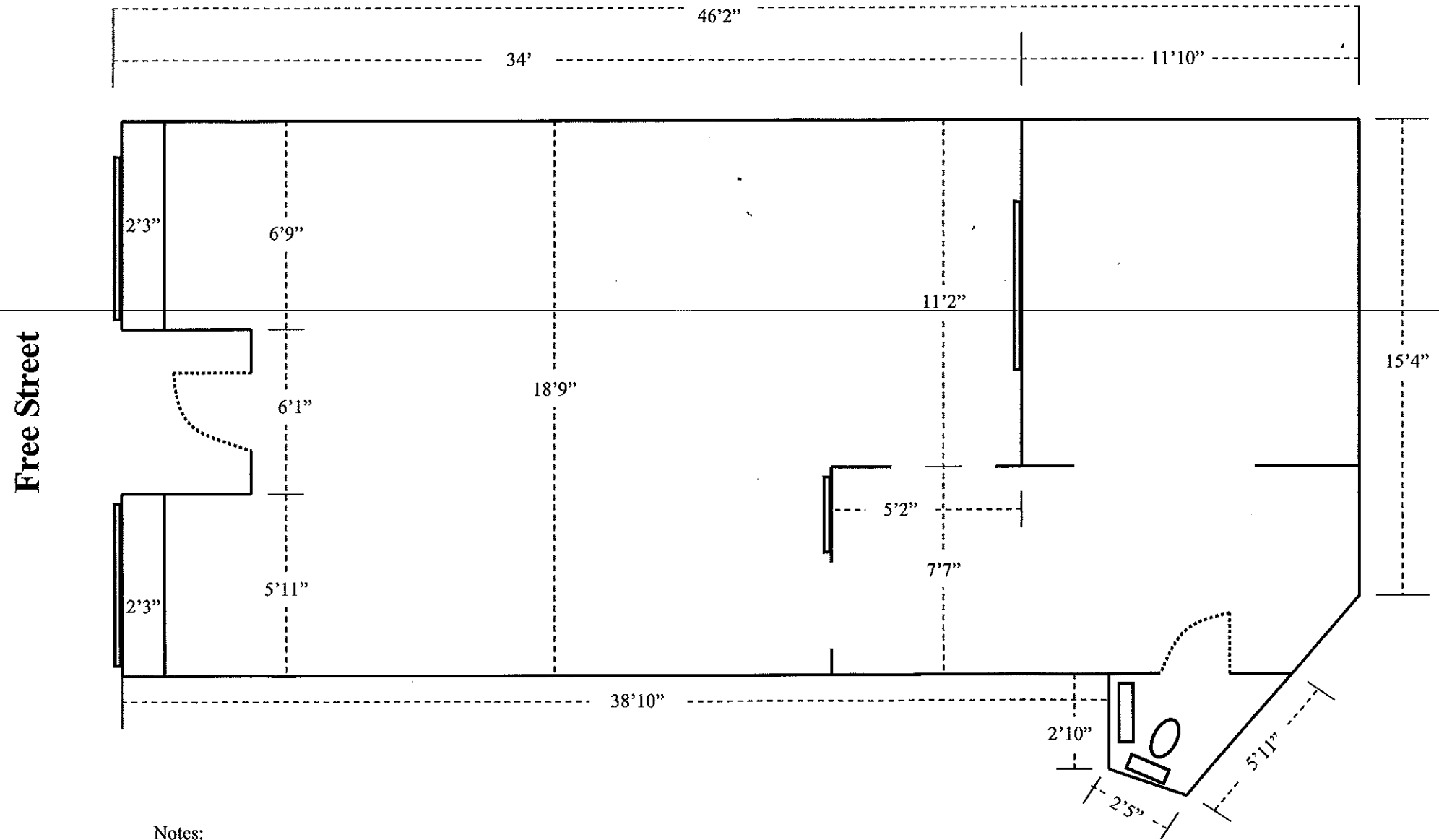
EXISTING CONDITIONS



1/4" = 1 FOOT

FREE STREET

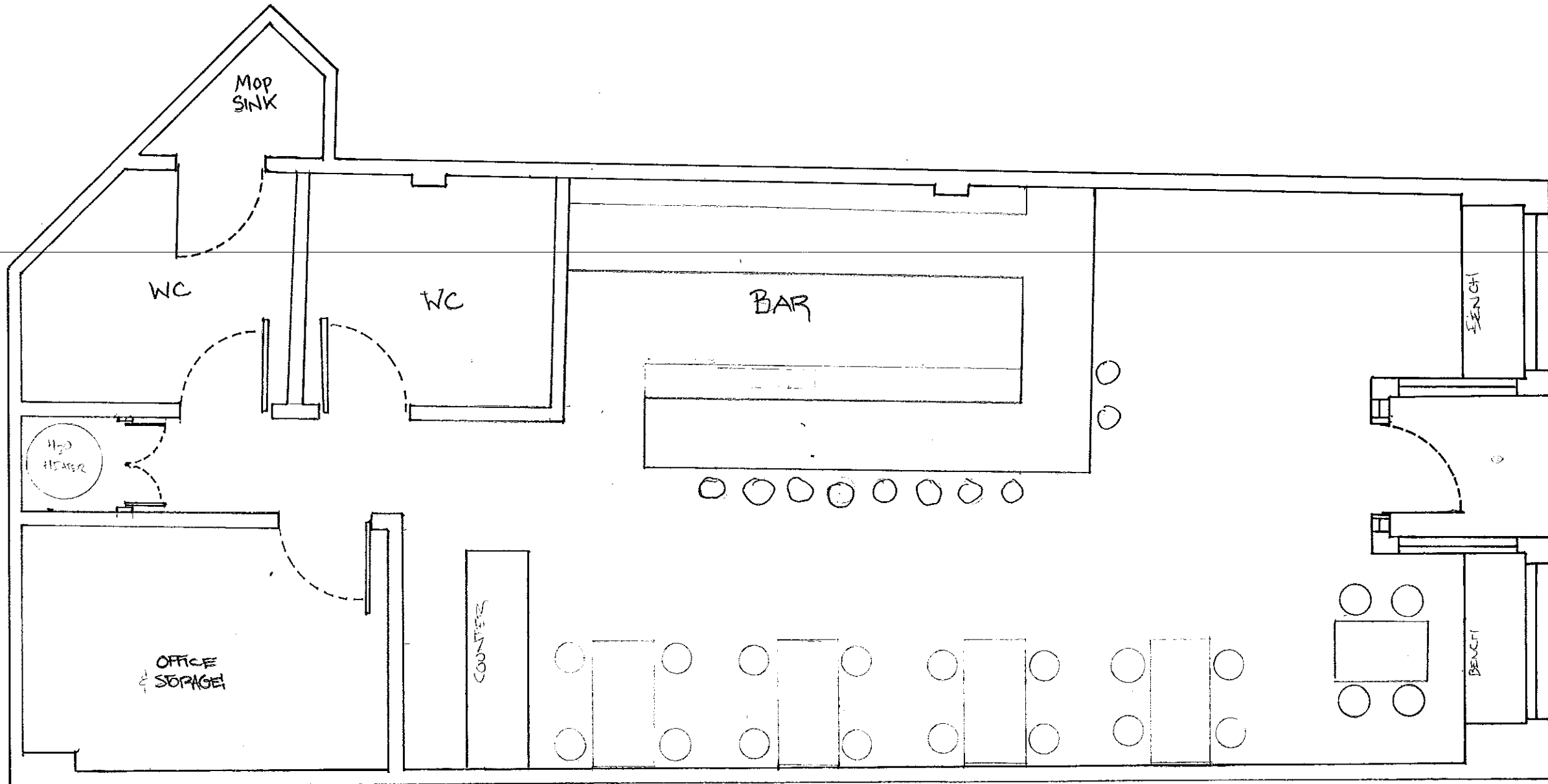
11 Free Street
Approximate Floor Plan



Notes:
This plan is not to scale and measurements are approximate.

ROOST HOUSE of JUICE

4/30/12
Most up dated plan



$\frac{1}{4}'' = 1 \text{ FOOT}$

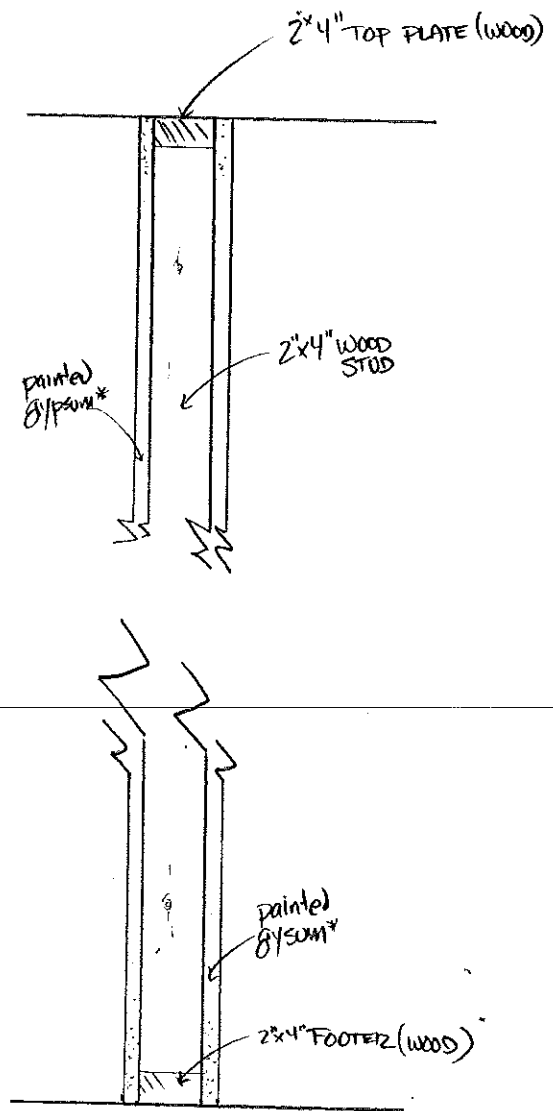
30'

19'

FREE STREET

NEW INTERIOR CURTAIN WALLS SECTION

1" = 1 FOOT

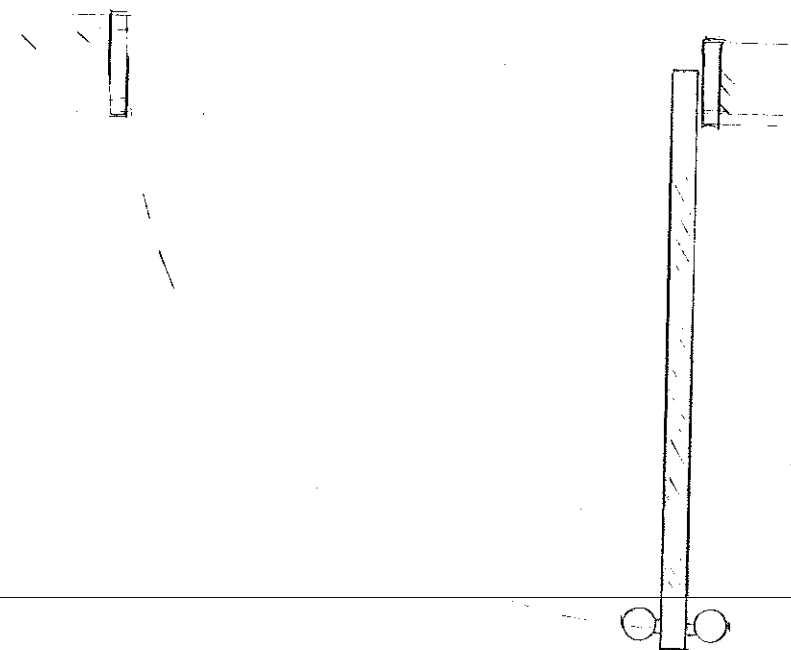


*diverack where needed

ROOST HOUSE OF JUICE · 11 FREE ST.

NEW INTERIOR DOORS PLAN

1" = 1 FOOT



ALL NEW INTERIOR DOORS WILL BE SOLID-CORE, FIRE-PROOF MATERIAL WHERE CALLED FOR



RICHARD P. WALTZ PLUMBING & HEATING CO., INC.

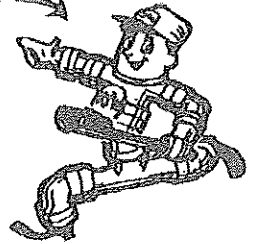
Family Owned & Operated Since 1936

179 Presumpscot Street, Portland, ME 04103

772-2801

www.richardpwaltz.com

YOUR SIGN OF QUALITY →



March 7, 2012

One Monument Way, LLC
c/o Paragon Management, LLC
PO Box 17536
Portland, Maine 04112

(207) 221-2359

Work to be performed at: Roose House Of Juice, 1 Monument Way, Portland, Maine

The Richard P. Waltz Plumbing & Heating Co. is celebrating 76 years of business and takes pride in providing only the highest quality workmanship and material.

Scope of work: The anticipated date that work will commence and be completed will be determined upon acceptance of contract. The parties agree that the estimated date of commencement of work and the completion date may be changed if work cannot begin or end due to circumstances beyond the control of the company, including, but not limited to, the lack of readiness of the job site or the unavailability of materials. The company agrees to perform construction, alteration, or repair work as follows:

- Pull necessary permits
- Disconnect and remove existing toilet, lavatory and water heater in present restroom
- Furnish labor and materials to run drainage piping and water piping for new toilet, lavatory, mop sink, dishwasher, 3-bay wash sink and hand sink. Mop sink to be installed in previous restroom
- Test system and call for inspection by City of Portland
- Furnish and install a new A. O. Smith 40 gallon electric water heater
- Furnish and install a new water heater pan under new water heater
- Furnish and install a new Kohler ADA toilet, Kohler white 21" x 18" lavatory with Zurn Z8746 faucet
- All bar fixtures to be supplied by others and is not included in this scope of work or contract price
- Furnish and install all shut off valves, supply tubes and traps for all new fixtures
- Test all fixtures for proper operation
- Call City of Portland for final inspection of job

Price: The cost for work as described above is \$7,758.00 and is subject to additions or deductions by written or oral change order.

Exclusions: This project does not include: (1) work not specified above; (2) delays due to unforeseen conditions or unusual circumstances; (3) work before/after business hours; (4) delays due to encountering unanticipated materials.

Payment Schedule & Terms:

- Down payment of \$2,586.00 representing one-third is due with the return of signed contract.
- Final payment of \$5,172.00 representing the balance is due at the end of the last day of work and shall be made by completing either the credit card and/or ACH deduction form that is attached at the end of this contract. This form is due with the return of the signed contract.
- The company accepts cash, checks, VISA, MasterCard, American Express or Discover card.
- Late fees of 1.5% per month apply to balances over 30 days from the date on the invoice.

Failure to Pay:

- If the owner fails to pay any sum within ten days of demand, the company may stop work and terminate this contract. The customer agrees to then pay for all work to date and the company's reasonable profits and damages.
- The customer agrees to be responsible for all costs associated with collections including reasonable attorneys fees; paralegal fees; administrative costs; filing fees; and fees assessed by collections agencies ranging from 20% - 50% of the balance.

Cancellation of Work: If the customer cancels work, signatures on this contract represent an agreement that any and all special order materials will be delivered to the customer and billed for at list price. Any and all work performed prior to cancellation is billed on a time and material basis, at the standard labor rates in effect at the time of cancellation. The company is entitled to cancel work and terminate this contract, for any reason or no reason, with immediate notice to the customer of its decision to do so. To the extent that the company exercises its option to cancel work and terminate this contract, then the customer shall be obligated to pay to the company sums then due for work and materials provided up to and including the date of the cancellation of work and termination of this contract.

Insurance: We maintain insurance required by Worker's Compensation Laws for the State of Maine; and property damage and/or bodily injury coverage in the amount of \$5,000,000.00.

Warranty: Workmanship for all new installations, with company supplied materials, is warranted for a period of 1 year. Workmanship for all repair work, with company supplied materials, is warranted for a period of 30 days. Sewer and/or drain cleaning is not warranted. Defective company supplied materials are warranted according to manufacturer specifications. Installation of customer supplied materials carries no workmanship or material warranty, and is expressly excluded from any other warranties set forth. All work is done in accordance with all local and national codes and will be constructed according to standards of the building code applicable for this location in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

Energy Standards: Title 10, Chapter 214 of the Maine Revised Statutes Annotated establishes minimum energy efficiency building standards for new residential construction. The work contemplated within this contract will meet or exceed those standards.

Dispute Resolution: If a dispute arises concerning the provisions of this contract or the performance by the parties that may not be resolved through a small claims action, then the parties agree to settle this dispute by jointly paying for one of the following (initial only one):

_____ Binding arbitration as regulated by the Maine Uniform Arbitration Act
Company Customer with the parties agreeing to accept as final the arbitrator's decision.

_____ Non-binding arbitration with the parties free to reject the arbitrator's
Company Customer decision and to seek a solution through other means, including a lawsuit;

_____ Mediation in which the parties negotiate through a neutral mediator in order
Company Customer to attempt to resolve their differences in advance of filing a lawsuit.

Maine Attorney General: Consumers are strongly advised to visit the Attorney General's publicly accessible website to gather current information on how to enforce their rights when constructing or repairing their homes. The Attorney General's website address is <http://www.maine.gov/ag/>; the Attorney General's phone number is (207) 626-8800.

Respectfully submitted,



Dana L. Collins
Operations Manager

Acceptance of Proposal: I accept the above as a contract and specifically acknowledge that I meaningfully understand this contract.

Date

Authorized Signature

This proposal may be withdrawn if not accepted within 10 days.

RICHARD P. WALTZ PLUMBING & HEATING CO. INC.
CHECKING OR SAVINGS CREDIT/DEBIT AUTHORIZATION FORM

I/we hereby authorize Richard P. Waltz Plumbing & Heating Co. Inc., (The Company) to initiate entries to my/our checking/savings account at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until The Company is notified by me (us) in writing to cancel it in such time as to afford The Company and The Financial Institution a reasonable opportunity to act on it.

(Email address so we may send you pre-notification of transaction)

(Name of Financial Institution)

(Address of Financial Institution – Branch, City, State & Zip)

(Signature)

(Date)

(Name – PLEASE PRINT)

(Address – PLEASE PRINT)

Down Payment Set Amount: _____ (a paper check may be remitted for down payment)

Interim Payment Set Amount: _____

Final Payment Set Amount: _____

Financial Institution Routing Number: _____

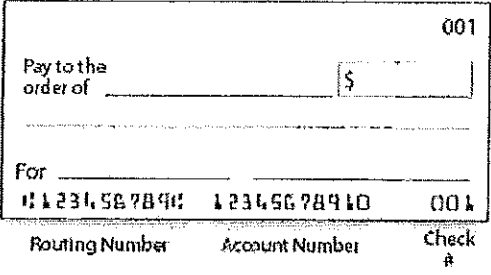
Checking/Savings Account Number: _____

Please attach copy of voided check or savings slip for accuracy.

What type of account is this: (check one below)

Checking Savings Other - specify account type _____

These numbers are located on the bottom of your check as follows:



LEASE AGREEMENT

ARTICLE I - PREMISES

1.01 One Monument Way, LLC, a Maine limited liability corporation, with a place of business at One Monument Way, Second Floor, Portland, Maine 04101 (hereinafter called "Lessor"), hereby leases unto Roost House of Juice LLC, with a place of business at 11 Free Street, Portland, Maine 04101 (hereinafter called "Lessee" and, collectively with Lessor, the "Parties")), and Lessee hereby takes the following described premises:

The portion of the 1st floor of the building at One Monument Way, Portland, Maine (the 'Building') which is shown as 11 Free Street, on the plan attached which plan is made a part hereof and marked Exhibit A (the "Premises"). Said Premises shall be used by Lessee as a retail establishment for the production, sale and consumption of juice and vegetable smoothies and other items such as, teas, wines, hot chocolates, related foods and beverages and accessory retail items and purposes related and ancillary thereto, and shall not be used for any other purpose or purposes and shall be deemed to contain 1,302+/- rentable square feet, together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased Premises. The leased Premises does not include the basement space directly below the leased Premises or the stairway thereto. Notwithstanding anything herein to the contrary, Lessee shall have reasonable access to the basement of the Building in the event of electrical, water or sewer problems that are mechanical in nature and that could cause the temporary or permanent cessation of Lessee's operations for the purpose of assessment and/or emergency repair. The Premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

ARTICLE II - TERM

2.01 TO HAVE AND TO HOLD said Premises for a term commencing on April 1, 2012 and ending March 31, 2015, unless sooner terminated as herein provided.

ARTICLE III - RENT AND SECURITY DEPOSIT

3.01 Lessee covenants and agrees to pay to Lessor Modified Gross Base Rent at the rate of the following:

<u>Lease Year</u>	<u>PSF</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
2012	\$18.46	\$24,036	\$2,003.00
2013	\$19.46	\$25,338	\$2,111.50
2014	\$20.46	\$26,640	\$2,220.00

Payment of monthly rent is to be made payable in advance on the first day of each month during the term hereof without notice, setoff or demand. All payments are to be made to Lessor at the above address or to such agent and at such place as Lessor shall from time to time in writing designate.

In addition to the Base Rent, Lessee shall monthly pay to Lessor its proportional share of 2.642% of any increase in operating expenses over those incurred during the base year of this lease. The base year shall be the calendar year 2012. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the Building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "Building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the Building, (ii) all costs of any insurance or security services carried by Lessor related to the Building, (iii) all costs of common area cleaning and janitorial services, (iv) all costs of maintaining the Building including the operation and repair of heating and air-conditioning equipment and any other common Building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the Building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the Building, including, without limitation, property management fees, and (vii) real estate taxes and all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by Lessor. This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

During each year after the first year term of this lease Lessee shall make monthly estimated payments to Lessor, as additional rent, for Lessee's share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with Base Rent payments and shall be equal to one twelfth (1/12) of Lessee's annualized share of Lessor's projected increases for the current year. After the end of each calendar year, Lessor shall deliver to Lessee a statement showing the amount of such increases and also showing the Lessee's share of the same. The Lessee shall, within thirty (30) days after such delivery, pay the Lessee's share to the Lessor, as additional rent, less any estimated payments. If the estimated payments exceed Lessee's share, then the excess shall be applied to the next year's monthly payments for estimated increases or refunded to Lessee, at Lessee's option.

3.02 Lessee shall reimburse Lessor on demand for the amount by which Lessee's particular use of the Premises causes Lessor's insurance premiums to be higher than they would otherwise be if the Premises were used for normal food service purposes.

3.03 If Lessee does not pay Base Rent and additional rents or other fees and charges within fourteen (14) days of when such payment becomes due pursuant to the terms of this Lease, then Lessor, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Lessee fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due Lessor each month in addition to the total rents and fees then due.

3.04 Lessor acknowledged that it is holding Two Thousand Three Dollars and Zero Cents, (\$2,003) as security for the full and faithful performance and observance by Lessee of all covenants and conditions on Lessee's part to be performed and observed in accordance with this

Lease and all extensions and renewals thereof. If Lessee defaults with respect to any of the terms, provisions, covenants of this Lease, including but not limited to payment of Base Rent and additional rent, Lessor may, but shall not be required to, use, apply or retain the whole or any part of security for the payment of any rents in default or for any other sum which Lessor may rightfully expend or be required to expend by reason of Lessee's default, including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Lessor. If Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security deposit, or any balance thereof, shall be returned to Lessee within thirty (30) days after the latter of the expiration of this Lease, or, except as might otherwise be agreed to pursuant to the provisions of this Lease, the removal by Lessee of its personal property, and the surrender of the Premises to Lessor. Whenever and as often as the amount of the security deposit held by Lessor shall be diminished by Lessor's application thereof, Lessee shall, within ten (10) business days after Lessor's request therefor, deposit additional money with Lessor sufficient to restore the security to its original amount. Lessee shall not be entitled to any interest on the aforesaid security, which shall be held by Lessor in checking account, and may be commingled with any funds belonging to Lessor. In the absence of evidence satisfactory to Lessor of an assignment of the right to receive the security, or the remaining balance thereof, Lessor may return the security to the original Lessee, regardless of one or more assignments of the Lease itself. In case of a sale or transfer of the fee of the Premises or Building, or any cessation of Lessor's interest therein, whether in whole or in part, Lessor shall pay over any unapplied security to the succeeding owner of the Premises or Building, and from and after such payment Lessor shall be relieved of all liability with respect thereto. The provisions of the preceding sentence shall apply to every subsequent sale or transfer of the fee of the Premises or Building, or any part thereof, and any successor Lessor shall, upon a sale, transfer, or other cessation of the interest of such successor in the Premises or Building, whether in whole or in part, pay over any unapplied part of said security to the successor owner of the Premises or building, and shall thereupon be relieved of all liability with respect thereto.

ARTICLE IV - LESSOR COVENANTS

4.01 So long as Lessee is not in default, Lessor shall furnish the following services:

(a) Snow removal and ice treatment not more frequently than once per day from all entryways and immediately adjacent sidewalks, to be supplemented by more frequent efforts by first floor lessees as required by paragraph 5.01(d) hereof.

(b) Water for ordinary drinking, cleaning, lavatory and toilet facilities.

(c) Cleaning and Janitor service in common areas, stairways and elevators.

(d) Maintenance and repair of the roof, exterior walls, windows (except ground floor windows), structure, those portions of the heating, plumbing and electrical systems which are not reasonably accessible from within the premises, and common areas and common facilities of the Building as necessary to maintain them, in good order and condition; provided, however, that any such maintenance or repairs made necessary by fault or neglect of the Lessee or the

employees and visitors of the Lessee shall be at the expense of the Lessee and Lessee shall pay all costs thereof. If damage to windows on ground floor occurs from the exterior (i.e. a thrown brick) Lessee will not be liable for damages. Lessee shall be liable only for damages to windows caused from the interior of Lessee's space, or from the exterior if caused by Lessee's own conduct.

4.02 Lessor shall not be liable to anyone for interruption in or cessation of any service rendered to the Premises or Building or agreed to by the terms of this Lease, due to any accident, the making of repairs, alterations or improvements, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or any other cause other than Lessor's gross negligence or willful misconduct; except to the extent that the liability of the Lessor is insured by virtue of a general comprehensive Lessor public liability insurance policy, which the Lessor agrees to maintain on the building, in which case, Lessee shall be entitled to a pro rata share of net proceeds actually recovered by Lessor.

4.03 So long as the Lessee shall observe and perform the covenants and agreements binding on it hereunder, the Lessee shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Lessor subject to the terms and provisions hereof.

ARTICLE V - LESSEE COVENANTS

5.01 Lessee shall be deemed to acknowledge by entry thereupon that said Premises are in then good and satisfactory order, repair and condition except as noted by Lessee to Lessor prior to the date hereof, and covenants during said term and further time as the Lessee holds any part of said Premises:

(a) To pay, when due, all Rent and other charges set forth herein; all charges for electricity, telephone and cable used at, and supplied to, the Premises, and other utilities not provided by Lessor.

(b) To keep said Premises, including interior nonstructural partitions and all lighting, electrical, plumbing, sewage, heating and air-conditioning equipment, fixtures and facilities located in or reasonably accessible from within the Premises, in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and at the termination of this Lease, peaceably to yield up said Premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If Lessor in writing permits Lessee to leave any such goods and chattels at the Premises, and the Lessee does so, Lessee shall have no further claims and rights in such good and chattels as against the Lessor or those claiming by, through or under the Lessor. Notwithstanding anything to the contrary contained in paragraph 4.01 herein, if Lessee has leased ground floor space, Lessee shall keep all plate glass windows in good repair and

condition and carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed from the interior.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor; not to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building.

(d) Not to obstruct in any manner any portion of the Building not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors; and if the Premises include ground floor space to supplement Lessor's once per day snow removal and ice treatment as necessary to keep the sidewalks and entryways reasonably free and clear of snow and ice; and to conform to all reasonable rules and security regulations now or hereafter made by Lessor for the care and use of said Premises, the Building, its facilities and approaches.

(e) Not to make any alterations or additions, nor to permit the making of any holes in any part of said Building, nor to paint or place any drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of said Premises, that is, from outdoors or from any corridor or other common area within the Building, nor to permit anyone except the Lessee to use any part of the Premises for retail space or for other occupancy privileges without on each occasion obtaining prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee acknowledges that Lessor may permit the first floor lessees from time to time to erect and maintain signs on or about the Building which are visible from outdoors and from the interior corridors and common areas adjacent to those portions of the Building occupied by the first floor lessees and that the Lessor may from time to time erect and maintain signs to identify the Building; provided, however, that no such signs shall obstruct any window of the Premises. Any signs approved by Lessor shall be installed and maintained at Lessee's sole expense. Any ground floor store-front windows must be used for attractive displays of store merchandise in a manner that is consistent with the quality of window displays of the other retail tenant windows. Lessee has the permission to have reasonable signs and displays in Lessee's ground floor windows, provided the same comply with all laws, ordinances and regulations.

(f) Not to move any safe, heavy equipment, freight, bulky matter or heavy fixtures in or out of the Building except at such times and in such manner as Lessor shall designate after written request from Lessee; and to place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration.

(g) Not to place a load upon any floor of the Premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law.

(h) To save Lessor harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Premises, except to the extent it is the result of the negligence or intentional misconduct of Lessor, and to any persons or property anywhere

occasioned by an omission, neglect or default of Lessee or of employees, agents or visitors of Lessee.

(j) To insure Lessor and Lessee, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Lessor shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge.

(k) To keep in full force and effect a policy of general public liability insurance covering the Premises. The policy shall: (i) contain limits of liability not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence for bodily injury or death and \$250,000.00 for damage to property; (ii) be with such insurance company or companies as the Lessor may reasonable approve; (iii) contain a provision requiring that written notice be given to Lessor not less than thirty (30) days prior to the cancellation, expiration or alteration of the policy; and (iv) name Lessor and Lessee as Insured, as their interests appear. Lessee agrees to deliver certificates of such insurance to Lessor at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy or within ten (10) days of written notice from Lessor, whichever is longer.

(l) That, without limitation of any other provision herein, except for injuries to any person or damages to property arising out of or relating to the negligence or misconduct of Lessor, or the failure of Lessor to comply with its obligations under this Lease, the Lessor and its agents and employees shall not be liable for any injuries to any person or damages to property due to the Building or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Building or the Premises or due to any act or neglect of any tenant of the Building or of any employee or visitor of Lessee. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the premises, whether owned by the Lessee or others. Lessor shall maintain, at all times during the term of this Lease, a public liability insurance policy in reasonable and customary amounts.

(m) To hold all property of Lessee, including fixtures, furniture, equipment and the like of the Lessee, or of any owner situated at the Premises, at Lessee's own risk, and hereby releases Lessor from any liability, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said Premises by Lessee.

(n) To permit Lessor or its agents to examine the Premises at reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, and, if Lessor shall so elect, to make any repairs, renovations or additions Lessor may deem necessary and, at Lessee's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing.

(o) That at reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, the Lessor may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters, and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other parts of said Building.

(p) At reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, to permit Lessor at any time or times to decorate and to make, at its own expense, repairs, alterations, renovations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Lessor agreeing, however, that it will carry out such work in a manner which will cause Lessee minimum inconvenience.

(q) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Lessee to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Lessee has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Lessor's title or interest in the Building, the Premises, or any portion thereof.

(r) That Lessee shall not remove any of its fixtures or personal property from the Premises at any time that Lessee is in default under any of the terms of this Lease.

(s) To keep the Premises equipped with all safety appliances required by law or any public authority or by Lessor's insurance carrier because of the use made by the Lessee of the premises. For instance, a restaurant use would require an "Ansel system" in the area of kitchen fryolators or grills.

(t) Not to knowingly permit any employee of Lessee to violate any covenant or obligation of the Lessee hereunder.

(u) To pay Lessor's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease which has not been complied with.

(v) That the rights and remedies to which the Lessor may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Lessor may be properly entitled in case of any breach or threatened breach by Lessee of any portion of the Lease. In addition to the other remedies in this Lease provided, Lessor shall be entitled to restrain by injunction the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

(w) That without limitation of anything elsewhere herein contained, the Lessor may,

(i) designate and change the name and street address of the Building; provided, however, that the Lessor shall first give reasonable notice thereof to the Lessee;

(ii) retain and use in appropriate instances keys to all doors within and into the Premises and to change the locks to the Premises if Lessor deems it reasonably advisable and after providing reasonable advance notice to Lessee. No lock shall be changed by Lessee without the prior written consent of Lessor;

(iii) during the last ninety (90) days of the term, if during or prior to that time the Lessee vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy, provided that the same is completed upon reasonable advance notice to Lessee and in a manner that does not unreasonably interfere with Lessee's business operations, without affecting Lessee's obligation to pay Rent for the Premises;

(iv) on reasonable prior notice to the Lessee and in a manner that does not unreasonably interfere with the Lessee's business operations, to show the Premises to prospective tenants during the last three (3) months of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term; and

(v) enter upon the Premises and exercise any and all of Lessor's rights provided hereunder or under applicable law without being deemed guilty of an eviction or disturbance or Lessee's use or possession and without being liable in any manner to Lessee.

5.02 Lessee hereby acknowledges that it has received from Lessor a wall display system on the westerly wall of the Premises and various ceiling and wall mounted lighting systems (collectively, the "Furniture" and as reflected in the photos attached hereto and made a part hereof) and that said Furniture is and shall remain the Property of Lessor. Lessee covenants and agrees to keep the Furniture on the premises at all times and to keep and return said Furniture in good condition, reasonable wear and tear expected. Lessee agrees to return the Furniture to Lessor no later than upon the termination of the Lease. Lessor hereby agrees to share in the cost of improvements to the Leased Premises. Lessor shall pay electrical and plumbing costs in an amount not to exceed Eight Thousand Two Hundred and Fifty Eight Dollars and Zero Cents (\$8,258.00) towards to budgeted cost of \$12,258.00. To the extent the total costs for electricity and plumbing are less than \$12,258.00, Lessor shall pay dollar for dollar less as its share. To the extent the costs are higher than \$12,258.00, Lessee shall pay for all such amounts.

ARTICLE VI - ASSIGNMENT AND SUBLETTING

6.01 The Lessee shall not, without the Lessor's prior written consent, and such consent not to be unreasonably withheld, (a) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (b) allow any transfer thereof or any lien upon the Lessee's interest by operation of law; (c) sublet the Premises or any

part thereof; (d) permit the use or occupancy of the Premises or any part thereof by anyone other than the Lessee; or (e) vacate the Premises or cease business operations at the Premises.

6.02 If Lessee requests to assign the Lease or to sublet the Premises, or if the Premises shall be vacated, Lessor shall be entitled to recapture the Premises as of a date which shall be specified by Lessor and which shall be not more than thirty (30) days from the date of Lessor's election to recapture the Premises, and upon the effective date of Landlord's recapture of the Premises this Lease shall terminate.

6.03 Upon receiving Lessor's written consent to a proposed assignment or subletting, a duly executed copy of the assignment or sublease shall be delivered to Lessor within ten (10) business days after execution thereof. Any sublease shall provide that the sublessee shall comply with all applicable terms and conditions of this Lease to be performed by Lessee hereunder. Any assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Lessee hereunder.

6.04 In no event shall any permitted assignee or sublessee further convey its interest without Lessor's prior written consent.

6.05 It is further agreed and understood that the Lessee must receive from his assignee or subtenant the then present market rate for said Premises, and if the Base Rent payable under the sublease or assignment is higher than the present Base Rent being paid by Lessee to Lessor, then Lessee will pass through to Lessor the excess amount.

6.06 In the event of an assignment or sublease, the assignee or sublessee shall deposit with Lessor an additional one (1) month security deposit at the then monthly Base Rent amount. Lessor shall return the original security deposit to Lessee.

6.07 Any sale, transfer, issuance or redemption after the date hereof, whether to one or more persons or entities and whether at one or more different times, of a total of more than fifty (50%) percent of the shares of capital stock of any corporation, or of the partnership interests in any partnership, which is then the legal lessee under this Lease shall be deemed an assignment of this Lease within the meaning of this Article.

6.08 Lessee agrees to pay to Lessor, on demand, reasonable costs incurred by Lessor in connection with any request by Lessee for Lessor to consent to any assignment or subletting by Lessee. No assignment or sublease shall be permitted without the Lessor's prior written consent.

ARTICLE VII - SUBORDINATION

7.01 This Lease and Lessee's rights hereunder are and shall be subordinate to any mortgage deeds of trust and other instruments in the nature of a mortgage placed upon the Premises by Lessor. Lessee agrees, if required by the mortgagee, to agree not to prepay Rent more than thirty (30) days in advance, to provide, at Lessor's cost, said mortgagee with notice of and reasonable opportunity to cure any defaults by Lessor, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an

agreement with Lessee by the terms of which such holder agrees not to disturb the Lessee in its possession of the Premises so long as Lessee continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Lessee as Lessee of the Premises under the terms and conditions of this Lease. Lessee agrees, upon request, to recognize such holder or any other person acquiring title to the Premises as having the rights of the Lessor and to attorn to said holder or other person if requested. Lessee and Lessor agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

7.02 At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee, within twenty (20) days of the date of such written request, agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form satisfactory to Lessor and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Lessee is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated; (v) certifying that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of the Lease by Lessor, or stating the defaults and/or defenses claimed by Lessee; (vi) reciting the amount of advance rent, if any, paid by Lessee and the date to which such Rent has been paid, and agreeing not to prepay Rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with Lessor, if any; and (viii) any other information which Lessor or the mortgagee shall reasonably require.

7.03 Promptly at the prior request of Lessor or the holder of any mortgage on the Premises or any lessor under any ground or underlying lease (hereinafter referred to as a "Mortgagee"), instruments evidencing such subordination as the Lessor or such Mortgagee shall deem necessary or desirable, and, upon reasonable request of such Mortgagee, attorn to such Mortgagee and recognize such Mortgagee as Lessor under all the terms and provisions of this Lease except as such Mortgagee shall not be (i) liable for any act or omission of any prior lessor, or (ii) subject to any offsets or defense that Lessee might have against any prior lessor, or (iii) bound by any rent or other sums payable hereunder that Lessee might have paid for more than one month in advance to any prior lessor, or (iv) bound by any amendment or modification of this Lease made without the consent of such Mortgagee.

7.04 After receiving written notice from any Mortgagee, Lessee shall be required to give to such Mortgagee the same notices as are required to be given to Lessor under the terms of this Lease, but such notices may be given by Lessee to Lessor and such Mortgagee concurrently. It is further agreed that such Mortgagee shall have the right, but not the obligation, within 30 days after receipt of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before Lessee may take any action under this Lease by reason of such default and if necessary to cure such default, such Mortgagee shall have access to the Premises. Notice to such Mortgagee shall be sent to the address specified in the written notice from such Mortgagee to Lessee, or to such other address as may be designated in writing from time to time from such Mortgagee.

ARTICLE VIII - CASUALTY DAMAGE AND EMINENT DOMAIN

8.01 If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Lessor and Lessee, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Lessor which election may be made whether or not Lessor's entire interest has been divested; and if Lessor shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, a just proportion of said Rent according to the nature and extent of the injury shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Lessor reserves the right to refuse abatement of rent if act or omission of Lessee prevents Lessor from collecting proceeds. Lessor reserves and excepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Lessee grants to Lessor all Lessee's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Lessor may from time to time request. Lessor shall give Lessee notice of its decision to terminate this request. Lessor shall give Lessee notice of its decision to terminate this Lease or restore said Premises within ninety (90) days after any occurrence giving rise to Lessor's right to so terminate or restore. Notwithstanding anything to the contrary, Lessor's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Lessor for such use.

ARTICLE IX - LESSEE DEFAULT

9.01 If Lessee shall neglect or fail to make any rental payment within fourteen (14) days after its due date, or if Lessee shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Lessee's covenants within (30) days after date of notice of such default by Lessor or shorter period if emergency or if violation of negative covenant, or if the Lessee, having commenced to cure a default within the thirty (30) day period but said default could not reasonably have been cured within said thirty (30) day period but can be cured, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Lessee's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Lessee's property, or if Lessee commits any act of bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Lessee under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed, then, and in any of said cases, Lessor may immediately or at any time thereafter serve a written notice on the Lessee that the Lessor elects to terminate this Lease, or Lessor lawfully may, without further demand or notice, re-enter and

take possession of the Premises or any part, without terminating this Lease, and expel Lessee and the claiming through or under Lessee, and remove effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies and Tenant shall remain liable for its obligations under this Lease. Should Lessor elect to re-enter as provided in this Section 9.01, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may, from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rent or rentals and upon such other conditions as Lessor may deem advisable, with the right to make alterations or repairs to the Premises. No such re-entry or repossession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of termination is given to Lessee by Lessor. No such re-entry or repossession of the Premises shall relieve Lessee of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, Lessor shall be entitled to the amount of the monthly rent and any other sums which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of reletting of the Premises after deducting all of Lessor's expenses in connection with such reletting. Lessee shall pay such amount to Lessor on the days on which the rent or other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Lessee be entitled to receive the excess, if any, of net rent collected by Lessor as a result of such reletting of the sums payable by Lessee to Lessor hereunder. The Lessor shall make reasonable effort to secure a rental equal to the prevailing local rate for the Premises concerned; provided, however, that Lessor shall have no obligation to favor the Premises over other portions of the Building. In addition, Lessee agrees to pay to Lessor, as damages for any above described breach, all costs of reletting the Premises including real estate commissions, advertising costs, and attorney's fees.

ARTICLE X - HOLDING OVER

10.01 If the Lessee retains possession of the Premises or any part thereof after the termination of the term, then Lessee shall pay the Lessor Base Rent and additional rent at 200% of the monthly rate specified in paragraph 3.01 for the time the Lessee thus remains in possession and, in addition thereto, shall pay the Lessor for all damages, consequential as well as direct, sustained by reason of the Lessee's retention of possession. If the Lessee remains in possession of the Premises, or any part thereof, after the termination of the term, such holding over shall, at the election of the Lessor expressed in a written notice to the Lessee and not otherwise, constitute a renewal of this Lease of one year. The provisions of this Article do not exclude the Lessor's right of re-entry or any other right hereunder. This Section shall not be construed as giving Lessee any right to hold over after the expiration of the term hereof or to limit Lessor's rights to obtain possession of the Premises upon termination by any lawful means available to Lessor if Lessor does not elect to treat the continued possession by Lessee or any party claiming through or under Lessee as a month-to-month tenancy.

ARTICLE XI - LESSOR SELF-HELP

11.01 If Lessee shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay

money, and shall not cure such default as provided herein, Lessor may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for account of Lessee; any amount paid or any liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of Lessee, and Lessee agrees to reimburse Lessor therefor or save Lessor harmless therefrom.

ARTICLE XII - LIMITATION OF LIABILITY

12.01 Lessee agrees to look solely to the assets of Lessor, including but not limited to, Lessor's interest in the Building for recovery of any judgment from Lessor; it being agreed that Lessor, and any fiduciary, any shareholder, any partner, or any beneficiary of Lessor, are not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor or Lessor's successor's interest, or any other action not involving the personal liability of Lessor.

ARTICLE XIII - LESSOR DEFAULT

13.01 The Lessor shall in no event be in default in the performance of any of his obligations hereunder unless and until the Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation. Provided, however, that Lessor shall promptly perform all Lessor's obligations hereunder which relate to the safety and security of the Building and the Premises. Further, if the holder of the mortgage on the Building of which the Premises are a part notifies Lessee that such holder has taken over the Lessor's rights under this Lease, Lessee shall not assert any right to deduct the cost of repairs or any monetary claim against Lessor from Base Rent and/or additional rent thereafter due and accruing, but shall look solely to the Lessor for satisfaction of such claim.

ARTICLES XIV - WAIVER OF RIGHTS

14.01 Failure of Lessor or Lessee to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by Lessor or Lessee, as the case may be, of any of its rights hereunder. No waiver by Lessor or Lessee, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. Any and all rights and remedies which Lessor or Lessee may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

ARTICLE V - NOTICES

15.01 Any notice from Lessor to Lessee or from Lessee to Lessor shall be deemed duly served if mailed by Certified Mail addressed, if to Lessee, at said Premises or if to Lessor, at the place

from time to time established for the payment of Rents, and the customary Certified Mail receipt shall be conclusive evidence of such service.

ARTICLE XVI - SUCCESSORS AND ASSIGNS

16.01 The covenants and agreements of Lessor and Lessee 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 Lessor, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any partner, any shareholder or any beneficiary under any trust. This paragraph shall not give Lessee the right to assign this Lease or sublet the Premises, which events shall be governed by Article VI hereof.

ARTICLE XVII - MISCELLANEOUS

17.01 The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises. In the event of any sale or other transfer of the Premises by Lessor, whether the original Lessor hereunder or any successor Lessors thereto, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction and Lessee shall look solely to the successor Lessor for the performance of any such covenants or obligations.

17.02 If Lessee is more than one person or party, Lessee's obligations shall be joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

17.03 Lessor and Lessee agree that this Lease shall not be recordable. Lessor and Lessee shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

17.04 If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.05 The Index, headings and Summary Page if contained herein are for convenience only, and shall not be considered a part of this Lease.

17.06 No acceptance by Lessor of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an

accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

17.07 Lessee and Lessor hereby waive any and all rights which they may have to request a jury trial in any proceeding at law or equity in any Court of competent jurisdiction.

17.08 No oral statement or prior written matter shall have any force or effect. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

17.09 This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

17.10 Lessee warrants and represent to Lessor that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Drew Swenson* of Paragon Management LLC, and in the event of any brokerage claims against Lessor predicated upon the dealings with Lessee other than by Drew Swenson, Lessee agrees to defend the same and indemnify Lessor against any such claim. ** AND ANDREW INGALLS, CBRE/TAE BOULOS CO.*

JLR Dr

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement effective as of the 12 day of March 2012.

LESSOR:

ONE MONUMENT WAY, LLC

By: *[Signature]*
Name: DREW E SWENSON
Its: AUTHORIZED AGENT

WITNESS:

[Signature]

LESSEE:

ROOST HOUSE OF JUICE LLC

By: *[Signature]*
Name: Jeanette Richelson
Its: Partner

WITNESS:

[Signature]

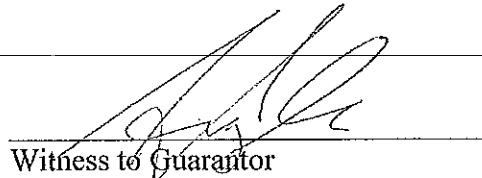
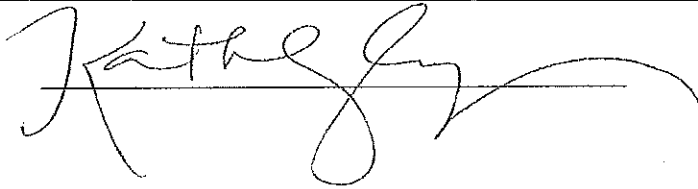
PERSONAL GUARANTEES:

For value received, and in consideration for, and as an inducement to Lessor to enter into the

foregoing Lease with the Lessee ROOST HOUSE OF JUICE LLC, KATHLEEN FLANAGAN ("GUARANTOR") does hereby unconditionally guaranty to Lessor, jointly and severally with any other guarantors hereof, the payment and complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by Lessee, including without limitation the payment of all sums of money stated in the Lease to be payable by Lessee. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by Lessor of any indulgences to Lessee. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to Lessee under the Lease, Lessor may proceed against GUARANTOR and Lessee, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against Lessee. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 12 day of March 2012.

GUARANTOR: KATHLEEN FLANAGAN




Witness to Guarantor


For value received, and in consideration for, and as an inducement to Lessor to enter into the foregoing Lease with the Lessee ROOST HOUSE OF JUICE LLC, JEANETTE RICHELSON ("GUARANTOR") does hereby unconditionally guaranty to Lessor, jointly and severally with any other guarantors hereof, the payment and complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by Lessee, including without limitation the payment of all sums of money stated in the Lease to be payable by Lessee. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by Lessor of any indulgences to Lessee. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be

primary, and in any right of action which shall accrue to Lessee under the Lease, Lessor may proceed against GUARANTOR and Lessee, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against Lessee. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 12 day of March 2012.

GUARANTOR: JEANETTE RICHELSON





Witness to Guarantor

