

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

Permit No: 02-0466	Issue Date: MAY 29 2002	CEB#: 029 K001001
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Location of Construction: 35 Commercial St	Owner Name: Olympia Equity Investors Iv Llc	Owner Address: 50 Monument St 2nd Floor	Phone: 945-3160
Business Name: n/a	Contractor Name: The Pochebit Co, Inc.	Contractor Address: 171 Warren Ave - Portland	Phone: 2077973369
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Alterations - Commercial	Zone: B-3

Past Use: Vacant / New Addition	Proposed Use: Restaurant: Interior Renovations / Tenant fit -up	Permit Fee: \$863.00	Cost of Work: \$120,000.00	CEO District: 1
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Proposed Project Description: Tenant fit-up	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: A3 Type: 3B 5/28/02
	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
	Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
	Signature:	Date:

Permit Taken By: gg	Date Applied For: 05/07/2002	Zoning Approval
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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 <i>New signage requires A permit</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>5/24/02</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>Any Exterior Work requires A Septic Review</i> Date:
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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
---	------	-------

Application ID Number: 2-0466

Delete Save Close

Department: Building

Status: Approved with Conditions

Reviewer: Mike Nugent

Approval Date: 05/28/2002

Comments: [Empty text box]

Given On Date: 05/28/2002

OK to Issue Permit

Name: Mike Nugent

Date: 05/28/2002

Date 2: [Empty]

Conditions Section:

Add New Condition From

Add New Condition

Delete Condition

Separate plan review and permit is required for the kitchen local exhaust system, Heating, Plumbing and Electrical installation.

Create Date: 05/07/2002

By: 99

Update Date: 05/28/2002

By: mjn

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

This is to certify that Olympia Equity Investors IV / The Portland Co., Inc.
has permission to Tenant fit-up
AT 85 Commercial St 029 K00001

Permit No. 010066
PERMIT ISSUED
MAY 29 2002
CITY OF PORTLAND

provided that the person or persons, firm or organization 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 when permission is procured before this building or part thereof is altered or closed-in.
24 HOUR NOTICE IS REQUIRED.

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

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

[Signature] 5/28/02
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

CODE ANALYSIS

PROPOSED RESTAURANT 89 COMMERCIAL STREET PORTLAND, MAINE

NFPA 101 Life Safety Code - 2000 Edition

Building Classification:	New Assembly (2377 @ Dining/726 sf @ Kitchen)
Hazard Classification:	Ordinary Hazard
Occupant Loads:	15 sf/occ at Dining = 158 Occupants 100 sf/occ at Kitchjen = 8 Occupants
Separation of Use Rating:	1 hour
Janitor, Mech, Stor Rating:	1 hour if over 100 sf
Stair Rating:	2 hours
Elevator Shafts:	2 hours
Area of Refuge:	1 hour rated (30" x 48"), none if fully sprinkled.
Minimum Stair width:	44" clear
Maximum Riser height:	7"
Minimum Tread width:	11"
Minimum Headroom:	6'-8" at stairs; 7'-6" at occupied areas
Maximum ht between landings:	12'-0"
Guardrail/Handrail height:	42"/34"
Handrail top extension:	12" horz.
Handrail bottom extension:	11" angled + 12" horz.
Handrail diameter:	1-1/4" O.D.
Maximum balluster open space:	less than 4"

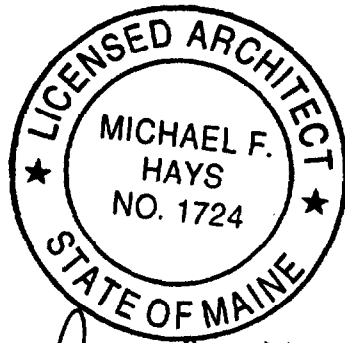
Building Uses New "A"

Max. Allowable Travel Distance:	150' (200')
Max. Allowable Common Path:	75' (100')
Max. Dead End Corridor Length:	20'
Minimum Egress Corridor Width:	44"
Minimum Number of Required Exits	2
Minimum Horz Egress Enclosure rating:	1 hr (none)
Fire Escapes as means of egress:	Allowed
Minimum Egress Door Width:	36"
Exit Lighting:	Required
Emergency Lighting:	Required
Fire Alarm System:	Not Required
Fire Detection System:	Not Required
Fire Sprinkler System:	Not Required
Emergency Notification System:	Not Required
Portable Fire Extinguishers:	Required
Panic Exit Devices	Required

Building Live Loads

Lobbies:	100 psf
Corridors:	100 psf at first floor, 80 psf at others
Retail/Dining:	100 psf
Offices:	50 psf
Stairs:	100 psf
Storage:	125 psf @ light 250 psf @ heavy
Roof	60 psf + drift
Wind:	90 psf (Exposure B)

End of Analysis
May 1, 2002



Michael F. Hays



The Pochebit Co., Inc.

171 WARREN AVE. - PORTLAND, ME 04103 - (207) 797-3369

FAX#: 797-3299

FAX CORRESPONDENCE COVER SHEET

DATE: 5/20/02
TIME: 2:50 PM

NO. OF PAGES BEING TRANSMITTED: 1
(Including Cover Sheet)

Please deliver the following transmittal to: 874-8716

NAME: CITY OF PORTLAND - INSPECTIONS

FROM: MIKE WHITE

REF: JEFF LEEBER - SEAGALE RESTAURANT - 89/93 COMMERCIAL ST. FIT-UP EXISTING W.L. BLAKE ADDITION

Remarks: MIKE NUSSENT

- COULD YOU PLEASE UPDATE US ON THE STATUS OF THE BUILDING PERMIT FOR THIS PROJECT.

- IS IT STILL IN ZONING?

- IF SO, IS THERE A PROBLEM, ANY ZONING ISSUES, ETC.?

- WHAT DEPT(S). IS NEXT/LEFT FOR REVIEW?

WHEN SHOULD WE EXPECT TO BE ABLE TO PICK THE PERMIT UP? PLEASE CALL ME ANYTIME @ 776-1463. THANK YOU

CC JEFF LEEBER

MIKE WHITE

If you do not receive the number of pages indicated above, or if you have any questions, please call our office at 797-3369.

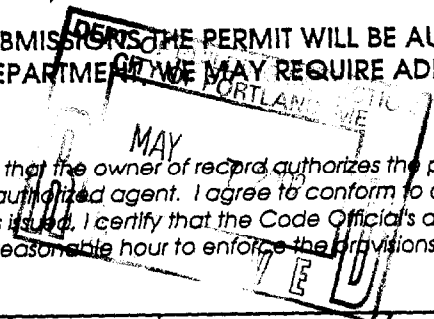
This FAX Correspondence is intended only for the use of the party addressed above. If you have received this in error, please notify us immediately by phone and return the original correspondence to us via the U.S. Mail. Thank you.

All Purpose Building Permit Application

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

Location/Address of Construction: 89 COMMERCIAL ST. PORTLAND, ME		
Total Square Footage of Proposed Structure 3416 SF TENANT FIT-UP	Square Footage of Lot NA	
Tax Assessor's Chart, Block & Lot Chart# 029 Block# K Lot# 1	Owner: Olympia Equity Investors 40 ERIN COMPANY 500 MAIN ST. BANGOR, ME 04401	Telephone: 945-3160
Lessee/Buyer's Name (If Applicable) MR. JEFF LEEBER TEL No. 781-5658	Applicant name, address & telephone: MR. JEFF LEEBER FALMOUTH SEA GRILLE 215 FORESIDE ROAD FALMOUTH, ME 04105	Cost Of Work: \$ 120,000 - Fee: \$ 863.00
Current use: <u>VACANT SPACE</u>		
If the location is currently vacant, what was prior use: <u>VACANT - NEW ADDITION (2001±)</u>		
Approximately how long has it been vacant: <u>ONE YEAR ±</u>		
Proposed use: <u>RESTAURANT</u>		
Project description: <u>INTERIOR RENOVATIONS / FIT-UP</u>		
Contractor's name, address & telephone: <u>THE POUSETT CO, INC. 171 WARREN AVE. PORTLAND, ME 04103</u>		
Who should we contact when the permit is ready: <u>MIKE WHITE 797-3369</u>		
Mailing address: <u>SAME AS ABOVE - THE POUSETT CO. INC.</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 797-3369		

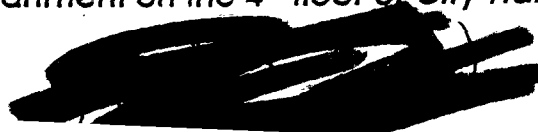
IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS, THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT. WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.



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

Signature of applicant: <u>Mike White</u>	Date: <u>5/7/01</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



THE POCHEBIT CO., INC.
 171 Warren Avenue
 PORTLAND, MAINE 04103

(207) 797-3369
 FAX (207) 797-3299

TO CITY OF PORTLAND

LETTER OF TRANSMITTAL

HAND DELIVERY

DATE	5/7/02	JOB NO.	
ATTENTION	MIKE NUGENT		
RE:	MR. JEFF LEBBER PROPOSED RESTAURANT 89 COMMERCIAL ST. PORTLAND, ME		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

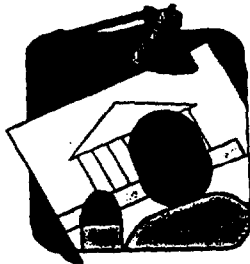
Copy of letter Change order BUILDING PERMIT APPLICATION

COPIES	DATE	NO.	DESCRIPTION
2	4/30/02	-	COMPLETE SET OF CONSTRUCTION DRAWINGS
1			CITY OF PORTLAND DESIGNER CERTIFICATIONS
1			" " " " - BUILDING PERMIT APPLICATION
1			PAYMENT (CHECK # 86302)

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS MIKE
 AS DISCUSSED ON TELEPHONE, PLEASE FIND ATTACHED CONSTRUCTION DRAWINGS, DESIGNER CERTIFICATIONS, BUILDING PERMIT APPLICATION AND PERMIT FEE.
 BOTH LT. McDougal AND MIKE COLLINS HAVE BEEN TO THIS SITE WITH STEVE COREY (COREY ELECTRIC) AND US TO REVIEW RENOVATIONS. WE HAVE ALSO TALKED WITH MARGES. CONCERNING ZONING. PLEASE CALL ME IF ANY QUESTIONS, WE WANT TO START ASAP.
 THANK YOU
 COPY TO JEFF LEBBER SIGNED: MIKE WHITE



CITY OF PORTLAND MAINE

389 Congress St., Rm 315

Portland, ME 04101

Tel. - 207-874-8704

Fax - 207-874-8716

TO: Inspector of Buildings City of Portland, Maine
Planning & Urban Development
Division of Housing & Community Services

FROM DESIGNER: MICHAEL F. HAYS #AR1724
GRANT HAYS ASSOCIATES

DATE: MAY 1, 2002

Job Name: PROPOSED RESTAURANT FOR JEFF LEEBER

Address of Construction: 89 COMMERCIAL STREET, PORTLAND

THE BOCA NATIONAL BUILDING CODE/1999 Fourteenth EDITION

Construction project was designed according to the building code criteria listed below:

Building Code and Year BOCA 1999 Use Group Classification(s) A-3
Type of Construction 3B Bldg. Height < 60' Bldg. Sq. Footage < 28,800 SF
Seismic Zone NA Group Class NA
Roof Snow Load Per Sq. Ft. NA Dead Load Per Sq. Ft. NA
Basic Wind Speed (mph) NA Effective Velocity Pressure Per Sq. Ft. NA
Floor Live Load Per Sq. Ft. 100 psf

Structure has full sprinkler system? Yes No Alarm System? Yes No
Sprinkler & Alarm systems must be installed according to BOCA and NFPA Standards with approval from the Portland Fire Department.

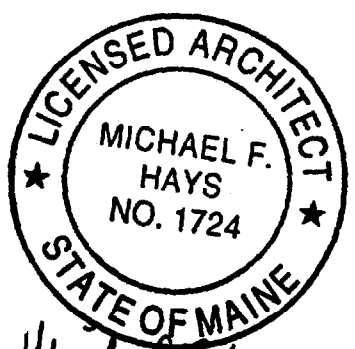
Is structure being considered unlimited area building: Yes No

If mixed use, what subsection of 313 is being considered MERCANTILE & BUSINESS

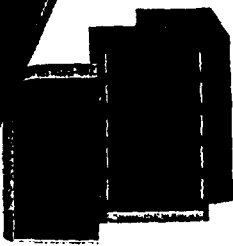
List Occupant loading for each room or space, designed into this Project.
DINING = 158 OCC.
KITCHEN = 8 OCC.

PSH 6/07/2K

(Designers Stamp & Signature)



Michael F. Hays



**CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Rm 315
Portland, ME 04101**

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: MICHAEL F. HAYS, R.A.

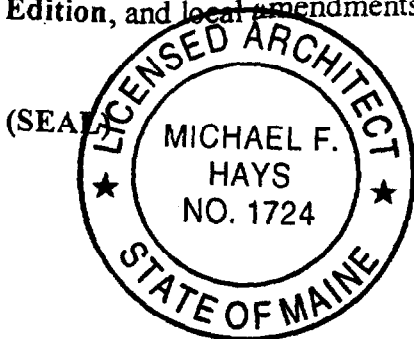
RE: Certificate of Design

DATE: MAY 1, 2002

These plans and/or specifications covering construction work on:

PROPOSED RESTAURANT FOR JEFF LOEBER
89 COMMERCIAL ST. PORTLAND

Have been designed and drawn up by the undersigned, a Maine registered architect/engineer according to the BOCA National Building Code/1999 Fourteenth Edition, and local amendments.



Signature Michael F. Hays

Title PROJECT ARCHITECT

Firm GRANT HAYS ASSOCIATES

Address P.O. BOX 6179, FAIRMOUTH, ME 04105

As per Maine State Law:

\$50,000.00 or more in new construction, repair, expansion, addition, or modification for Building or Structures, shall be prepared by a registered design Professional.



City of Portland, Maine

389 Congress St., Rm 315
Portland, ME 04101

ACCESSIBILITY CERTIFICATE

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Services

FROM: MICHAEL F. HAYS, R.A.

RE: Certificate of Design, HANDICAP ACCESSIBILITY

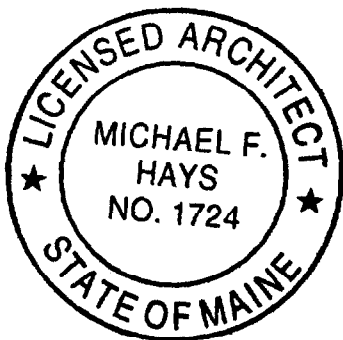
DATE: MAY 1, 2002

These plans and/or specifications covering construction work on:

PROPOSED RESTAURANT FOR JEFF LEBBER
89 COMMERCIAL ST.
PORTLAND, ME

Have been designed and drawn up by the undersigned, a Maine registered engineer/architect according to State Regulations as adopted by the State of Maine on Handicapped Accessibility.

(SEAL)



Signature Michael F. Hays

Title PROJECT ARCHITECT

Firm GRANT HAYS ASSOCIATES

Address P.O. BOX 6179, FALMOUTH, ME.
04105

THE POCHEBIT CO., INC.
 171 Warren Avenue
 PORTLAND, MAINE 04103

LETTER OF TRANSMITTAL
 HAND DELIVERY

(207) 797-3369
 FAX (207) 797-3299

TO CITY OF PORTLAND

DATE	5/1/02	JOB NO.
ATTENTION	MIKE NUGENT	
RE:	PROPOSED RESTAURANT FOR JEFF LEEBER W.L. BLAKE BLDG, COMMERCIAL ST PORTLAND, ME	

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
1			LEASE AGREEMENT
1			SFM PERMITS

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

MIKE
 - AS REQUESTED, LEASE AGREEMENT AND STATE FIRE MARSHAL'S PERMITS ENCLOSED
 - CAN YOU LET ME KNOW STATUS OF BLDG. PERMIT AS A P (IS IT IN ZONING, ELEC, FIRE DEPT, ETC?)
 - WOULD LIKE TO START A CAP.

THANK YOU.

COPY TO JEFF LEEBER (MOUNTAIN VIEW)

SIGNED: MIKE WHITE



Angus S. King, Jr.
Governor

Department of Public Safety

Licensing and Inspections Unit



John Dean
Fire Marshal

State Fire Marshal's Office
Plans Review Division
164 State House Station
Augusta, ME 04333-0164

Date:

9/14/02

From:

Rich McCarthy

Phn: 207-624-8733

Fax: 207-624-8767

E-mail: richard.mccarthy@state.me.us

To:

Phn: 797-3299

Fax:

Number of Pages including this sheet:

3

Comments:

If you have any questions, please feel free to call.

*This should work as your permit until
the permanent one is mailed to you.*

Rich M. McCarthy



Application for Barrier-Free Permit

Department of Public Safety
Licensing & Inspections
164 State House Station
Augusta, Maine 04333-0164

Tel: 207-624-8744 x 1
Fax: 207-624-8767



Project Name: LEBBER RESTAURANT
 Street Location: 89 COMMERCIAL ST. Town Location: PORTLAND
 County: UMBERLAND State: ME Zip Code: 04101

New Building: Renovation: Change of Use:

Project Cost: _____ Fee (fee schedule is on back): \$50.-

Design Professional's Name: MICHAEL F. HAYS
 Mailing Address: P.O. BOX 6179
 Town: FALMOUTH State: ME Zip Code: 04105
 Maine Registration Number: AK 1724
 Design Professional's Signature: Michael F. Hays Date: 5/8/02

Approved for Permit: Date: _____ Plan Reviewer: _____

Comments:

LOG #	DATE PLANS RECEIVED	REVIEW FEE	DATE FEE RECEIVED	CHECK #	PLAN REVIEWER	DATE PERMIT ISSUED	PERMIT #
	5/21/02	50.00	5/14/02	21984	R.M		



Application for Construction Permit

P. 02/03
Department of Public Safety
Licensing & Inspections
164 State House Station
Augusta, Maine 04333-0164
Tel: 207-624-8744 x 1
Fax: 207-624-8767

Project Information

Project Name: LEEBER RESTAURANT
 Street Location: 89 COMMERCIAL ST. Town Location: PORTLAND
 County: LUMBERLAND
 New Building: Renovation: Addition: Occupancy Change:
 Sprinkler System: Yes No Sprinkler System Supervised: Yes No
 Date of Construction Start-up: 5/20/02 Estimated Project Cost: _____
 Date of Construction Completion: 6/22/02 Construction Permit Fee: \$150.
(Fee schedule is on back)

Occupancy Classification

Apartments <input type="checkbox"/>	Nursing Home <input type="checkbox"/>	Educational <input type="checkbox"/>
Hotel / Motel <input type="checkbox"/>	Industrial <input type="checkbox"/>	Daycare <input type="checkbox"/>
Rooming & Lodging <input type="checkbox"/>	Residential Care Level I <input type="checkbox"/>	Detention <input type="checkbox"/>
Congregate Housing <input type="checkbox"/>	Residential Care Level II <input type="checkbox"/>	Business <input type="checkbox"/>
Hospital <input type="checkbox"/>	Assembly Class A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
Limited Care <input type="checkbox"/>	Mercantile A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>	

Construction Type

Fire Resistive: Type I (443), (332) <input type="checkbox"/>	Unprotected Ordinary: Type III (200) <input type="checkbox"/>
Protected Non-Combustible: Type II (222), (111) <input type="checkbox"/>	Heavy Timber: Type IV (2HH) <input type="checkbox"/>
Unprotected Non-Combustible: Type II (000) <input checked="" type="checkbox"/>	Protected Wood Frame: Type V (111) <input type="checkbox"/>
Protected Ordinary: Type III (211) <input type="checkbox"/>	Unprotected Wood Frame: Type V (000) <input type="checkbox"/>

Addresses

Owner's Name: JEFF LEEBER Telephone: _____ Fax: _____
Mailing Address: 89 COMMERCIAL ST.
 Town: PORTLAND State: ME Zip Code: 04101

Design Professional: MICHAEL HAYS Telephone: 871-5900 Fax: 871-9308
 Maine Registration Number: AR 1724 E-mail: _____
Mailing Address: P.O. BOX 6179
 Town: FALMOUTH State: ME Zip Code: 04105

General Contractor: THE ROCKBIT CO. Telephone: 797-3369 Fax: 797-3299
Mailing Address: 171 WARREN AVE
 Town: PORTLAND State: ME Zip Code: 04103

Signature of Applicant: Michael P. Hays

Preliminary Approval: <input type="checkbox"/>	Date: _____	Approved By: _____
Construction Permit: <input checked="" type="checkbox"/>	Date: <u>5/14/02</u>	Approved By: <u>[Signature]</u>
Approval Letter: <input type="checkbox"/>	Date: _____	Approved By: _____

-When a permit is not required

LOG #	DATE PLANS RECEIVED	REVIEW FEE	DATE FEE RECEIVED	CHECK #	PLAN REVIEWER	DATE PERMIT ISSUED	PERMIT #
	<u>5/9/02</u>	<u>150.00</u>	<u>5/14/02</u>	<u>21984</u>	<u>R.M</u>		

150.00
50.00
200.00

MICHAEL J. PEARCE & ASSOCIATES, LLC
ATTORNEYS AT LAW
ONE MONUMENT SQUARE, 9TH FLOOR
P.O. BOX 108
PORTLAND, ME 04112-0108
TEL (207) 822-9900
FAX (207) 822-9901
MJP@mjmmainelaw.com

Michael J. Pearce
Joshua R. Dow

TELECOPIER TRANSMITTAL LETTER

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. postal service.

TELECOPIER NUMBER: (207)-822-9901

DATE: May 14, 2002

PERSON: Michael White

COMPANY/FIRM: The Pochebit Company

CITY, STATE: Portland, Maine

TELECOPIER NUMBER: 797-3299

FROM: Michael J. Pearce, Esquire

NUMBER OF PAGES TRANSMITTED INCLUDING THIS SHEET: 13

The original ___ is / ___ is not being sent by mail.

LEASE AGREEMENT

93 COMMERCIAL STREET, PORTLAND, MAINE

This LEASE AGREEMENT (hereinafter called the "Lease") is made this 4th day of April, 2002 between OLYMPIA EQUITY INVESTORS IV, LLC, a Maine limited liability company whose mailing address is c/o Olympia Equity Investors, 50 Monument Square, 2nd floor, Portland, Maine 04101 (hereinafter called "Landlord") and JSL Investments, LLC, a Maine limited liability company, whose mailing address is, P.O. Box 378, 202 U.S. Route 1, Falmouth, Maine 04105 (hereinafter called "Tenant").

In consideration of the mutual covenants contained in this Lease, Landlord and Tenant agree as follows:

ARTICLE 1.0 PREMISES

1.1 Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the space known as Space A4 (together with "Storage Space" next to the first floor common bathrooms (together the "Premises") on the First floor of the building located at 93 Commercial Street in Portland, Maine (hereinafter called the "Building"). The Premises are shown on the cross hatched plan attached hereto as **Exhibit A**.

For all purposes of this Lease, the Premises shall be deemed to contain 3,652 square feet of rentable floor area for space A4, and 424 +/- square feet to be measured upon completion of tenant improvements for storage space. The Building shall be deemed to contain a total of 64,440 square feet of rentable floor area.

1.2 Common areas: Tenant shall have the right, in common with other Lessees in the Building entitled to use the same, to the nonexclusive use of those common areas specified on **Exhibit 1.2**, subject to such reasonable rules and regulations as Landlord may from time to time impose. Landlord may at any time upon reasonable advance notice to Tenant (unless there is an emergency) close temporarily any common area to make repairs or changes, and Landlord may from time to time change the size, location and nature of any common area, in Landlord's sole discretion, so long as the changes do not materially and unreasonably interfere with Tenant's access to or use of the Premises. Under no circumstances may Landlord ever render Tenant without bathroom access for its customers and employees.

1.3 Condition of Premises; Plans and Specifications; Tenant Fitup. a. Except to the extent otherwise provided herein, the Premises shall be leased and delivered strictly on an "as is", "where is", and on a "with all defects" basis, without representation, warranty or covenant, express, implied or statutory, of any kind whatsoever, including, without limitation, any representation, warranty or covenant as to condition (structural, municipal zoning and code enforcement issues, environmental, mechanical or otherwise), past or present use, construction, development, lease performance, investment potential, tax ramifications or consequences, income, compliance with law, habitability, tenancies, merchantability or fitness or suitability for any purpose, all of which are hereby expressly disclaimed. Without limiting the generality of the foregoing, Tenant acknowledges that Landlord has made no representations, warranties or covenants as to the compliance of the Premises with any federal, state, municipal or local statutes, laws, rules, regulation or ordinances, including, without limitation, those pertaining to construction, building and health codes, land use (or permits issued in connection therewith),

zoning, lead paint, urea formaldehyde foam insulation, asbestos, hazardous or toxic wastes or substances, pollutants, contaminants or other environmental matters. Tenant shall be entitled, as a condition precedent to this Lease, to have the HVAC and other existing Building systems inspected to ensure they are suitable for Tenant's restaurant purposes in Tenant's sole discretion; provided however that Tenant's right to terminate this Lease by virtue of this inspection condition precedent shall expire at 6:00 pm on March 25, 2002.

b. No later than April 6, 2002, Tenant shall submit to Landlord for written approval all plans and specifications and building code compliance analyses prepared by or for Tenant's general contractor for all construction, alterations, improvements and additions which Tenant intends to perform at said Premises. Such plans and specifications shall also include the specific size and type of dumpster and grease receptacle which Tenant intends to use (the location of which shall be determined by Landlord and Tenant in consultation with one another in an attempt to address each of their business needs). Such plans and specifications shall be referenced on Exhibit 1.3(b) attached hereto and made a part hereof. Landlord shall have ten (10) business days following its receipt of such plans, specifications and code analyses to approve the same, which approval shall not be unreasonably withheld or delayed. Tenant acknowledges, however, that a condition precedent to Landlord's obligations under this Lease is Landlord's receipt within such ten (10) day approval period of the consent by Resort Sports Network, Inc. and its subtenant SMG Facilities, LLC to (a) Tenant's proposed use of the Premises for a restaurant and (b) Tenant's need to receive deliveries of supplies during regular business hours. If Landlord does not receive such consents within such ten(10) day period, Landlord may terminate this Lease by written notice to Tenant sent on or before the tenth (10th) day of such period. Tenant shall not commence any such work until it has received Landlord's written approval of all such plans and specifications, which will not be unreasonably withheld or delayed.

c. Tenant Fitup. Promptly after Landlord's approval of Tenant's plans and specifications, Tenant shall perform, as its sole cost and expense, all construction, alterations, improvements and additions specified therein ("Tenant Fitup") which shall be performed in a good and first-class workmanlike manner. Tenant Fitup shall involve the construction of a restaurant in first class style including without limitation demising walls, utility installation, flooring, ceiling, lighting, bathroom and kitchen facilities within the space comprising the Premises. Landlord's Building includes all plumbing, utilities, HVAC and the like. The HVAC system currently serves the Premises, but Tenant Fitup shall include all installation and alteration of the HVAC distribution system within the Premises to meet Tenant's needs. To the extent utilities such as water, electrical, gas and sewer do not reach from within the Building to the Premises, such utilities shall be brought by Tenant at its expense to the Premises (but Landlord agrees to provide all reasonable access to said systems in other parts of the Building in a timely manner to meet Tenant's construction schedule. Tenant Fitup shall also include the installation of all trade fixtures and any personal property necessary or proper for the operation of Tenant's business. Landlord shall pay the cost of any screening required for Tenant's exterior dumpster. It shall be Tenant's sole responsibility to complete all finish work in the Premises, including the installation, at its own expense, of all interior and exterior ventilation and make-up air systems ("Systems") in the Premises required by virtue of the restaurant use of the Premises, which Systems shall be totally self-contained within the Premises, except for such exterior apparatus as Landlord consents to in its discretion which consent will not be unreasonably withheld or

Landlord consents to in its discretion which consent will not be unreasonably withheld or delayed. Such Systems installed by Tenant may (shall if notified by Landlord or at Tenant's option) be removed by Tenant at its own expense at the termination or expiration of the Lease in a manner that does not involve materially altering or damaging the structural or aesthetic aspects of the Premises or the Building or otherwise cause material, permanent, unrepaired damage to the Premises or materially interfere with the operation of the other mechanical and operating systems and utilities serving the Premises and/or the Building. Notwithstanding anything else to the contrary herein, the parties agree and acknowledge that Tenant shall have the right to remove the items set forth in Exhibit 1.3(e). Prior to commencing restaurant operations, Tenant shall demonstrate to the satisfaction of Landlord, that said Systems are sufficient to ensure that no material, offensive, continuing odors emanate from the Premises to other parts of the Building. Tenant hereby agrees that in the event Landlord reasonably determines that such odors do emanate from the Premises to other parts of the Building, Landlord shall notify Tenant of that fact and the Tenant shall have a reasonable period of time to address the same; If Tenant fails to do so, Landlord shall be entitled to obtain a temporary restraining order from any court of competent jurisdiction to cause Tenant to cause said odor problem cease to Landlord's reasonable satisfaction.

ARTICLE 2.0 TERM

2.1 Term. This Lease is for the initial term of approximately five (5) years commencing upon execution hereof (the "Commencement Date") and ending on March 31, 2007 unless sooner terminated as provided in this Lease.

provided, however, that normal odors associated with Tenant's proper operation of the restaurant without ventilation apparatus works properly shall never be deemed such an odor.

2.2 Option to Extend. Tenant shall have the option to extend this Lease for two additional terms of five (5) years each, commencing at the end of the initial term or extended term, provided that Tenant gives Landlord written notice of Tenant's intent to extend at least 180 days prior to the end of the initial term and provided further that Tenant shall not be in material default under this Lease at the time of exercise of the option. The extended term shall be on the terms and conditions set forth in this Lease, except for rent and except that during the second extension there will be no further option to extend. In order to prevent the inadvertent failure of Tenant to exercise any of the aforesaid options of extension within the time specified above, it is agreed that Tenant's option of extension in each instance shall continue for a period of twenty (20) days after receipt of written notice from Landlord pointing out to Tenant that the election to extend, or to further extend, as the case may be, has not been exercised; but if Tenant does not send written notice of such election to Landlord within said twenty (20) day period, Tenant's option of extension shall cease and terminate. If Landlord fails to give Tenant such written notice prior to the expiration of the original term hereof, or of any extension or renewal period, as the case may be, Tenant shall be entitled to remain in possession of the Premises in accordance with the extension conditions of this Lease, including but not limited to increased rental and other charges for the extension period. If Landlord then gives Tenant such written notice, and Tenant elects to extend, the effective date of such extension shall be retroactive to the expiration of the Original Term hereof or to the relevant extension period, whichever is appropriate.

ARTICLE 3.0 RENT: SECURITY DEPOSIT

3.1 Rent. Tenant shall pay Base Rent and Additional Rent, as hereinafter described, to Landlord or Landlord's agent at Landlord's mailing address as set forth above or at such place as Landlord shall from time to time designate in writing. The term "rent" as used in this Lease shall mean both Base Rent and Additional Rent.

3.2 Base Rent. There shall be no Rent or Additional Rent due for the ^{first} 120 days of the Lease Term. Base Rent for the period beginning 120 days following the date of this Lease and ending March 31, 2005 shall be plus _____ multiplied by the number of days remaining between the date of this Lease and March 31, 2002 (based on _____ per square foot of rentable area as specified in section 1.1 above) payable in equal monthly installments of _____ in advance on the first day of each month, commencing August 1, 2002, except that the first monthly installment on August 1, 2002 shall be in the amount of _____ multiplied by the number of days remaining between the date of this Lease and March 31, 2002. Base Rent for April 1, 2005 through March 31, 2006 shall be based on \$14.00 per square foot of rentable area as specified in section 1.1 above) payable in equal monthly installments of _____ in advance on the first day of each month. Base Rent for April 1, 2006 through March 31, 2007 shall be _____ of rentable area as specified in section 1.1 above) payable in equal monthly installments of _____ in advance on the first day of each month. In addition, Tenant shall pay gross rent in the amount of \$5.00 per square foot per year for the Storage Space, payable in monthly installments in advance beginning 120 days from the date hereof and continuing on the first day of each calendar month throughout the term of this Lease, except that the first monthly rental payment shall also include rent prorated for the number of days in the previous partial month, prorated on the basis of a 30 day month.

3.3 Base Rent during Extended Terms. If the Tenant exercises the option(s) to extend the term of this Lease, the Base Rent (including Base Rent for the Storage Space) shall be increased annually on the first month of each Lease year by 2% of the annual Base Rent during the previous Lease year.

3.4 Security Deposit. Tenant has deposited with Landlord the sum of _____ in the form of cash which may be held by Landlord throughout the term of this Lease as security for the performance of Tenant's obligations under this Lease. Landlord shall have the right to apply all or any part of the deposit to cure any default of Tenant, without prejudice to any other remedy which Landlord may have. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit available at all times during the term of this Lease. If Tenant is not in default under this Lease, the security deposit, or any balance thereof, shall be returned to Tenant without interest within 60 days after termination of the Lease. If Landlord sells or transfers the Building, Landlord shall be released from any liability for the security deposit, provided that Landlord gives the deposit or the balance thereof to the new owner.

3.5 Late Charges. If Tenant fails to pay part or all of the Base Rent or Additional Rent (as provided below) within five (5) days of when due, in addition to and not in substitution for Tenant's other rights and remedies set forth herein, Tenant shall also pay a late charge equal to four percent (4%) of the unpaid balance.

ARTICLE 4.0 ADDITIONAL RENT

4.1 Definitions

4.1.1 "Additional Rent" shall mean Tenant's Share of Taxes and Operating Expenses as hereinafter provided and all other charges identified in this Lease as additional rent.

4.1.2 "Property" means the Building and its appurtenances, equipment and systems, including all common areas and facilities, and all sidewalks, any parking areas, and other exterior areas related to the Building, and the parcel of land on which the Building is located.

4.1.3 "Tenant's Share" means 5.67 percent (.0567), calculated by dividing the rentable area of the Premises by the rentable area of the Building (as defined in Article 1), regardless of whether other space in the Building is leased or occupied.

4.1.4 "Taxes" means any personal property taxes for furnishings and equipment associated with the Building operations and common areas, and all real property taxes, regular and special assessments, impositions and charges of every kind and nature imposed by any governmental authority on the Property. If, because of any change in the taxation of real estate, Landlord is required to pay any taxing authority any amounts of sales tax, occupancy tax, gross receipts tax, tax on receipt of rents, or any tax of a like nature (excluding a general income tax and excluding any of the foregoing enumerated types of taxes if levied in lieu of an income tax which is otherwise generally imposed by a taxing authority) specifically based on the Property or the occupancy, rents, or income from the Property (whether in substitution for or in addition to real estate taxes), then such amounts shall be included as Taxes. Taxes shall also include reasonable legal fees and expenses incurred to contest, determine, or reduce any taxes or assessments.

4.1.5 "Operating Expenses" means: Landlord's reasonable, actual, and necessary expenses attributable to the operation, management, maintenance, and repair of the Property, as determined under generally acceptable accounting principles, consistently applied, including, but not limited to:

(a) Salaries, wages, fringe benefits, and other compensation, payroll taxes, and workers' compensation insurance premiums related thereto, paid to employees, agents, or independent contractors of Landlord directly engaged in operation, repair, maintenance, or management of the Property, excluding executive personnel and including a management fee to cover Landlord's administrative and overhead costs;

(b) Costs incurred for electricity, water, sewer, gas, fuel, and any other utilities or services that are not separately metered;

(c) Premiums and other charges paid for any insurance carried by Landlord on the Property including liability and business interruption insurance and fire and extended coverage insurance;

(d) Costs incurred for non-capital and non-structural repairs and maintenance of the Property, including operation and repair of heating and air conditioning equipment, elevators, and other common Building equipment, but not including repairs and maintenance to the structural aspects of the exterior walls and structural aspects of the roof; and all other repairs, replacements and conversions necessary to keep the Property in a first class condition, and the cost of supplies, tools, materials, and non-capital and non-structural equipment for Property repairs and maintenance, provided that the cost of such equipment having a useful life of more than three years shall be amortized on a straight line basis over a useful life of not less than that permitted by the Internal Revenue Service for income tax purposes, and there shall be credited against such cost the value of unamortized portions of the replaced or converted equipment; and

(e) Costs incurred for inspection and servicing, including all outside service, supply and extended warranty or service contracts related to maintenance or preservation of the Property, including janitorial services, window cleaning, rubbish removal, snow removal, landscaping and gardening, sweeping and painting of any parking lots, and the cost of materials, tools, supplies, and equipment used for inspection and servicing;

Notwithstanding the foregoing, Operating Expenses shall not include:

- (i) Taxes as defined above;
- (ii) Cost of special services rendered to tenants, including Tenant, for which Landlord makes a specific charge to the tenant(s) concerned;
- (iii) Costs and Expenses that should be capitalized under generally acceptable accounting principles or that are capital improvements to the Property, and in each case having a useful life of at least three years.

4.2 Taxes. Tenant shall pay to Landlord as additional rent Tenant's Share of the Taxes. Tenant's Share of the Taxes shall be paid within thirty (30) days after Landlord shall have delivered to Tenant a copy of the tax bill for any particular tax period together with a statement showing the Tenant's Share and the amount, if any, due to Landlord. Landlord may give Tenant an estimate of the amount payable under this section, and Tenant shall pay Landlord one twelfth of the estimated amount by the first day of each month.

4.3 Operating Expenses. Tenant shall also pay to Landlord, as additional rent, Tenant's Share of Operating Expenses. Landlord may give Tenant an estimate of the amount payable under this section, and Tenant shall pay Landlord 1/12 of the estimated amount by the first day of each month. Landlord shall furnish Tenant with an annual statement showing the actual Operating Expenses for the prior year and also showing Tenant's Share, and the amount due from Tenant, if any. If Tenant's Share exceeds the amount paid by Tenant, Tenant shall pay such excess to Landlord within thirty (30) days after receipt of Landlord's statement. If the amount paid by Tenant exceeds the Tenant's Share of the actual Operating Expenses, the excess shall, at Landlord's option, be either refunded to Tenant or credited against the next installment of rent due.

4.4 Adjustments: Miscellaneous.

4.4.1 The Tenant's Share of Operating Expenses and Taxes shall be prorated for any portion of the calendar year or tax year in which this Lease begins or terminates (unless terminated for Tenant's default).

4.4.2 Any additional rent due for Operating Expenses and Taxes, including penalties for late payment, shall survive the termination of this Lease.

4.5 Records. Landlord agrees to keep all records including invoices, check ledgers, statements, etc., showing Taxes and Operating Expense in reasonable detail, and to keep said books and records open to Tenant for a period of three years for inspection at reasonable times which are convenient for the Landlord.

4.6 Personal Property Taxes. Tenant shall pay all taxes assessed against trade fixtures or personal property placed in the Premises by Tenant, and any other taxes or permit or license fees related to Tenant's use of the Premises. If any such taxes or fees are assessed against Landlord, Tenant shall pay its share of the taxes to Landlord within thirty (30) days after

receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property unless Tenant disputes the assessment and diligently prosecutes an appeal thereof or other appropriate procedure. Tenant's failure to pay within the thirty (30) day period shall entitle Landlord to the same remedies Landlord has for Tenant's failure to pay rent.

ARTICLE 5.0 USE

5.1 Use: Tenant shall use and occupy the Premises only for the operation of a first class style restaurant and associated bar serving alcoholic beverages, in accordance with the specific rules and regulations attached as Exhibit 5.1 and made a part hereof and for no other purpose. If and to the extent Tenant's use of the Building increases Landlord's insurance costs associated with the Building, Tenant shall pay Landlord as Additional Rent the amount of such insurance cost increase(s) associated with the Building.

5.2 Restrictions on Use. Tenant shall not use or permit the Premises or any part thereof to be used in any way that would violate any public law or requirement; constitute a public or private nuisance or unreasonably disturb other tenants in the Building (but the normal operation of Tenant's Business shall not be deemed such a use); cause structural damage to the Building; interfere in any material respect with the normal operation of the Building's heating, air-conditioning, ventilating, plumbing, or other mechanical or electrical systems; or render the Building uninsurable.

5.3 Compliance with laws. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and the Maine Human Rights Act and any other laws and regulations relating to providing access and accommodation to persons with disabilities, and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Lessee's failure to comply with such requirements.

5.4 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances or flammable materials to be stored, generated, disposed of, brought upon, or used in or about the Premises or the Building except such materials as are used in the ordinary course of Tenant's Business and maintained in accordance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord and its agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, decrease in value of the property, reasonable attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to any violation of this section or any contamination of the Premises or the Building for which Tenant is legally responsible. The provisions of this section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the termination of this Lease. As used herein, the term "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive or which is defined as "hazardous waste" or "hazardous substance" in any local, state, or federal law or regulation.

5.5 Prohibited Uses. Notwithstanding any other provisions of this Lease, Tenant shall not use, or permit the use of the Premises or any part thereof for:

5.5.1 An auction, fire, "going out of business" or bankruptcy or similarly advertised sale;

5.5.2 The sale or display merchandise on, or storing or disposing of trash or refuse on, or otherwise obstructing, the driveways, walks, parking areas and other common areas in the Building; parking trucks or delivery vehicles outside the Premises so as to interfere unreasonably with the use of any driveways, walks, or parking areas, or otherwise impinge on the first class appearance of the Building;

5.5.3 Storage or office purposes except in connection with Tenant's business in the Premises;

5.5.4 Receiving and delivering goods and merchandise other than in the manner and areas reasonably designated by Landlord. (the parties agree to discuss and agree upon such manners and areas prior to construction of Tenant's space); Receiving and delivering of goods and merchandise shall utilize the delivery door as depicted in Exhibit A.

5.5.5 Performing any act or carrying on any practice which may damage the Premises or any part of the Building, or committing any nuisance; nor permitting the emission of any objectionable noise or odor (provided that normal noises and odors associated with Tenant's proper operation of the restaurant with all ventilation apparatus working properly shall never be deemed such a noise or odor); or using any advertising medium such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Premises or in other tenant's premises; loud or offensive entertainment (provided that tasteful music that does not materially interfere with the use and enjoyment of the Building by other Tenants for their office purposes shall not be deemed loud or offensive entertainment) or making any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance.

ARTICLE 6.0 UTILITIES AND SERVICES

6.1 Landlord Services. Subject to Tenant's Fitup obligations in section 1.3 above, Landlord shall furnish the following services (subject to reimbursement under the operating expenses provisions set forth in this Lease):

6.1.1 Heating, (but specifically excluding general ventilation), and air conditioning ("HVAC") but it shall be Tenant's obligation to install and maintain cooking ventilation.

6.1.2 Water for Tenant's drinking and lavatory purposes in operating a Class A restaurant, in fixtures installed or approved by Landlord in the Premises, if any, or on the floor on which the Premises are located.

6.1.3 Janitorial and cleaning service for the common areas and any common rest rooms, specifically excluding tenants' Premises.

6.1.4 Maintenance of common areas, including cleaning, HVAC and lighting.

6.1.5 Snow and ice removal from common areas. Except that, Tenant shall, at Tenant's expense, keep the sidewalks and curbs directly in front of the Premises clean and free from ice, snow and refuse.

6.2 Business hours. Tenant's business hours shall be from 7:00 a.m. to 1:00 a.m. seven days per week.

6.3 Interruption of Services. Temporary interruptions or curtailments of any service maintained in the Building, if reasonably beyond Landlord's control due to any accident, labor difficulties, mechanical difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Building, or any cause beyond the Landlord's reasonable control, shall not constitute partial or constructive eviction or entitle Tenant to any claim against Landlord or to any damages or abatement of rent.

6.4 Tenant's Services. Tenant will make its own arrangements for electric, gas and telephone service, rubbish removal, including removal from the exterior dumpster which Tenant is obligated to obtain and service at Tenant's expense, and any other services supplied to the Premises and shall promptly pay all charges therefor, including costs of installation. Tenant will provide and replace all lamping, ballasts and light bulbs. Tenant shall be responsible for cleaning windows and sweeping and snow removal on sidewalks in front of the Building of which the Premises are a part.

6.5 Electric Load. Tenant shall not use any electrical equipment which in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use thereof by Landlord or other tenants in the Building; provided, however, that upon approval by Landlord of Tenant's plans and specifications as per Schedule 1.3(b), Landlord will be precluded from objecting to any items referenced therein provided they are properly operated and maintained.

6.6 Water Usage. Tenant shall at Tenant's expense, install (and thereafter maintain at Tenant's expense) a water meter to register such consumption (other than the bathrooms to be used by Tenant and its patrons located in the common area), and Tenant shall pay as additional rent, when and as bills are received, Landlord's cost for such water, and for sewer charges and any other charges based upon such consumption of water.

6.7 Signage. Tenant shall be permitted to install signage on the first floor of the Building on the Custom House Street, and the Commercial Street sides of the Premises, such signage to be provided and installed at Tenant's sole cost and expense. The dimensions, character, quality and location of such signage shall be subject to municipal approval and Landlord's written approval which shall not be unreasonably withheld or delayed.

ARTICLE 7.0 REPAIRS; ALTERATIONS; SURRENDER

7.1 Landlord's obligations. Landlord shall provide maintenance and prompt repair of the structural components and mechanical systems of the Premises and the Building, including the roof, foundation, exterior walls, interior structural walls, heating, plumbing systems, and electrical system, but excluding that portion of the HVAC, plumbing and electrical system and gas supply system within Tenant's Premises and cooking ventilation system, interior finish and excluding replacing glass in Tenant's windows, and provided that any such maintenance or repairs made necessary by misuse or neglect of Tenant or Tenant's employees, agents, or invitees shall be solely at the expense of Tenant.

7.2 Tenant's obligations. Tenant shall commit no waste and shall furnish appropriate janitorial and maintenance services to keep the Premises and fixtures therein in good and clean

order, repair and condition; and shall make all repairs and replacements to the Premises or Building needed because of Tenant's misuse or negligence.

7.3 Alterations. Tenant shall not make any alterations or additions to the Premises, nor permit the making of any holes in any part of the Building, nor paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the Premises (that is, from outdoors or from any corridor or other common area within the Building), without prior written approval of Landlord which shall not be unreasonably withheld or delayed. Landlord shall have the right, at Tenant's expense to remove any such alterations or additions not approved in writing. Landlord will not unreasonably withhold consent for nonstructural interior alterations that do not adversely affect the Building's appearance, value, or structural strength. Tenant acknowledges that the Landlord has applied for historic rehabilitation tax credits under the Internal Revenue Code of 1986, as amended, for the Building, and Tenant shall not request any modifications to the plans and specifications which could result in loss of such credits. All improvements made by Tenant to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

7.4 Surrender. Not later than the last day of the term of the Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, trade fixtures, and any improvements which have not become the property of Landlord; repair all damage done by or in connection with such removal; and surrender the Premises in as good condition as they were at the commencement of this Lease, reasonable wear and tear and damage by fire or unavoidable casualty excepted. All property of Tenant remaining on the Premises after the termination of this Lease shall conclusively be deemed abandoned and may be removed and stored by Landlord at Tenant's risk and expense, and Tenant shall reimburse Landlord for the cost of such removal and storage.

ARTICLE 8.0 ASSIGNMENT OR SUBLETTING

8.1 Tenant shall not assign, mortgage, pledge, or encumber this Lease nor sublease all or any part of the Premises without on each occasion obtaining prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed; provided, however, that Tenant shall always remain liable for Tenant's obligations hereunder. This prohibition shall be binding upon the legal representatives of Tenant and upon any person to whom Tenant's interest under this Lease passes by operation of law.

8.2 Landlord's consent. Landlord's consent shall not be considered unreasonably withheld if, without limitation, the proposed subtenant or assignee does not have a financial condition reasonably acceptable to Landlord; or the business of the proposed subtenant or assignee is not suitable for the Building or is inconsistent with the business of other tenants in the Building.

8.3 Landlord's right to recapture. Landlord shall have the right to require that the Premises (or any portion) which Tenant proposes to sublease or to assign be surrendered to Landlord for the term of the proposed sublease or assignment in consideration of the appropriate pro rata adjustment of, or cancellation of, Tenant's obligations under this Lease.

8.4 Landlord's right to collect rent. If the Premises are sublet or occupied by anyone other than Tenant, and Tenant is in default under this Lease, or if this Lease is assigned by Tenant, then Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent due under this Lease; but no such collection shall be deemed a waiver of the covenant against assignment or subletting, or the acceptance of such assignee,

subtenant, or occupant as tenant, or a release of Tenant from further performance of the covenants contained in this Lease.

ARTICLE 9.0 INDEMNIFICATION: INSURANCE: LIABILITY

9.1 Indemnification. Tenant shall indemnify and hold Landlord harmless from any loss, claim or damages for injury or damage to any person or property while in the Premises and to any person or property anywhere occasioned by an omission, neglect or default of Tenant or of any employee, agent, or invitee of Tenant.

9.2 Liability and Property Insurance; Liquor Liability Insurance.

a. Tenant shall maintain general public liability insurance, insuring Tenant and Landlord as their interests may appear, against all claims for injury to persons or damage to property occurring in or about the Premises and the Building. Such insurance policy shall be noncancelable with respect to Landlord without ten (10) days written notice to Landlord and a copy of the policy shall be delivered to Landlord. The policy shall provide minimum coverage of not less than \$1,000,000 for bodily injury or death and not less than \$200,000 for property damage.

b. Tenant shall at all times maintain a policy of ^{One} liquor liability insurance naming Landlord as an insured in an amount of not less than ~~Five~~ Million Dollars (~~\$5,000,000.00~~) ~~or in such other amount as Landlord may from time to time require~~ and with such companies as shall from time to time be reasonably satisfactory to Landlord. Tenant shall furnish Landlord with a certificate evidencing such insurance and showing that Landlord is named in such policy as an additional insured upon execution of this Lease.

9.3 Other insurance. Tenant shall maintain in responsible companies qualified to do business in the State of Maine and deliver certificates of the following insurance to Landlord: (a) fire insurance with extended coverage endorsement covering all of Tenant's fixtures, furniture, and equipment in the Premises to at least 80% of their replacement cost; (b) workers' compensation insurance covering all of Tenant's employees working in the Premises; and (c) plate glass insurance covering all exterior plate glass in the Premises. Landlord shall keep the Building insured against loss or damage by fire with the usual extended coverage endorsement for full replacement value. Landlord agrees to obtain flood insurance for the Building if required by Landlord's lending institution or applicable law.

9.4 Waiver of subrogation. Notwithstanding any other provisions of this Lease, in any event of loss or damage to the Building, the Premises, or any contents, or injury or damage to any person or property, each party shall look first to any insurance in its favor before making any claim against the other party; and to the extent possible without additional cost, each party shall obtain for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted, for itself and its insurers, waives all such insured claims against the other party.

9.5 Nonliability of Landlord. Landlord and its employees shall not be liable for any injuries to or death of any person or damages to property due to any act or neglect of any other tenant of the Building or of any employee, agent, or invitee of any other tenant. Landlord shall not be liable for any injuries or 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 unless arising out of Landlord's negligence.

9.6 Limitation of Landlord's liability. Landlord shall be liable under this Lease only for such periods that it is the owner and seized of the Premises so that in the event of any sale or

transfer of Landlord's interest in the Building to a bona fide third party in an arm's length sale, Landlord's obligations and liability accruing after the transfer shall be the sole responsibility of the new owner unless prior to any such transfer Tenant shall have given Landlord notice of a claim or liability. Neither Landlord nor any trustee, beneficiary, officer, member, partner, shareholder, or director of Landlord shall have any personal liability with respect to any of the terms, covenants, or conditions of this Lease, and Tenant shall look solely to Landlord's insurance and interest in the Building for the satisfaction of any monetary remedy of Tenant in the event of any default by Landlord.

ARTICLE 10.0 ADDITIONAL COVENANTS OF TENANT

10.1 Liens. Tenant shall not allow any mechanics lien or lien of any nature 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 Tenant, Tenant shall within forty-five (45) days discharge the same. This provision shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon Landlord's title or interest in the Building, the Premises, or any portion thereof.

10.2 Rules and Regulations. Tenant shall comply with any Rules and Regulations attached to this Lease as Exhibit 10.c, which are a part hereof, and with such further reasonable Rules and Regulations as Landlord may from time to time prescribe on written notice to Tenant, for the safety, care and cleanliness of the Building and the comfort and convenience of the occupants of the Building.

ARTICLE 11.0 LANDLORD'S ADDITIONAL RIGHTS

11.1 Entry. Landlord or its agents may enter the Premises at any reasonable time, on reasonable notification to Tenant (except that no notice need be given in case of emergency), in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

ARTICLE 12.0 DAMAGE OR DESTRUCTION; EMINENT DOMAIN

12.1 Definitions. The terms "substantially damaged" and "substantial damage" as used in this Article shall mean damage of such a character as cannot reasonably be expected to be repaired or the Premises restored within one hundred and twenty (120) days from the time that such repair or restoration work would be commenced.

12.2 Partial Damage. If during the term of the Lease the Premises are partially damaged (as distinguished from "substantially damaged," as defined above) by fire or other casualty, Landlord shall promptly repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control, although Tenant's Rent and Additional Rent shall be abated as in Section 12.5 provided.

12.3 Substantial damage. If the Premises are substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the Premises and if and to the extent Landlord's insurance provides coverage, Tenant's improvements and property, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may

result from any cause beyond Landlord's reasonable control above and beyond insurance proceeds and Landlord's interest in the property, and provided that Landlord shall not be required to expend any sums in excess of net insurance proceeds received by Landlord and released by Landlord's mortgagee. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the Premises, all as aforesaid, unless Landlord, within thirty (30) days after the occurrence of such event, gives written notice to Tenant of election to terminate this Lease. In all events, if Landlord is unwilling or unable to restore the Premises (and Tenant's improvements and property if covered by Landlord's insurance), then Tenant may terminate the Lease and have no further obligations hereunder.

12.4 Right to Terminate Lease. The preceding section notwithstanding, if the Premises shall be substantially damaged or destroyed by fire or otherwise within the last two (2) years of any term of this Lease, either party shall have the right to terminate this Lease, by giving notice to the other not later than sixty (60) days after such damage or destruction. If this right of termination is exercised, this Lease shall terminate as of the date of the damage or destruction.

12.5 Rent abatement. If the Lease is not terminated under this Article, rent shall be abated proportionately as to the portion of the Premises rendered untenable until completion of the repairs and restoration to the Premises.

12.6 Tenant's Property. Nothing in this Article shall obligate Landlord to restore or repair damage to Tenant's fixtures, furniture, equipment or other personal property or any improvements owned by Tenant unless damage is caused by Landlord or is covered by Landlord's insurance.

12.7 Eminent Domain. If the entire Premises or Building, or the portions of the Building required for reasonable access to or use of the Premises are taken by eminent domain, or purchased by a governmental authority in lieu of condemnation, this Lease shall automatically terminate on the earlier of the date of taking or the date the Tenant is removed from possession. If in Tenant's reasonable opinion a partial taking of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space, then either party may elect to terminate this Lease as of the earlier of the date of taking or the date Tenant is deprived of possession. If neither party so elects to terminate in case of a partial taking, a just proportion of the rent shall be abated according to the nature and extent of the taking. If the Lease is terminated as provided in this section, the Rent shall be apportioned to the date of termination. If the Lease is not terminated, Landlord shall repair and restore the Premises to an architectural unit as nearly like their condition prior to the taking as shall be practicable, provided that Landlord shall not be required to expend any amount in excess of the condemnation award received by Landlord and released by Landlord's mortgagee. Landlord shall receive the full amount of the condemnation award or any payment in lieu thereof, and Tenant waives any claim to any part thereof, but Tenant may receive any amount specifically awarded to Tenant for any taking of fixtures and improvements owned by Tenant or for relocation expenses.

ARTICLE 13.0 NONDISTURBANCE

13.1 Quiet Enjoyment. If and so long as Tenant pays the rent and performs all of Tenant's obligations under this Lease, Tenant shall peaceably and quietly have and enjoy the Premises for the term of this Lease, subject to the provisions of this Lease.

13.2 Subordination. This Lease shall be subordinate to all mortgages now or hereafter affecting the real property of which the Premises form a part, and also to all renewals, modifications, and replacements of such mortgages. Although no instrument or act on the part of

Tenant shall be necessary to effectuate such subordination, Tenant agrees at the request of Landlord to execute and deliver such further instruments confirming such subordination of this Lease as may be desired by holders of such mortgages, and if requested by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb Tenant's possession of the Premises so long as Tenant continues to perform all obligations under this Lease, and, in the event of acquisition of title by such holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease and to perform Landlord's obligations under this Lease (but only while owner of the Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Premises as Landlord.

13.3 Estoppel Statements. Tenant agrees, upon at least 10 days prior written request by Landlord from time to time, to execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the modifications), the date to which rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser or mortgagee of Landlord's interest in the Building.

ARTICLE 14.0 DEFAULT: REMEDIES

14.1 Landlord's right to cure Tenant's Default. If Tenant breaches or defaults in the performance of any covenant or condition of this Lease, Landlord shall have the right, but not the obligation, upon reasonable notice to Tenant (except that no notice shall be required in case of emergency), to cure such breach at the expense of Tenant (including the right to enter the Premises to do so, if necessary), and the reasonable amount of all expenses, including reasonable attorneys' fees, incurred by Landlord in so doing, shall be deemed additional rent under this Lease and shall be payable to Landlord upon demand.

14.2 Tenant's Defaults. Each of the following constitutes an event of default:

14.2.1 Tenant's failure to pay rent or additional rent within five (5) days after the giving of written notice to Tenant by Landlord, or failure to pay rent or additional rent by the due date at any time during a calendar year when Tenant has already received three notices of its failure to pay rent or additional rent by the due date;

14.2.2 Tenant's failure to perform any other covenant or obligation within ten (10) days after date of written notice from Landlord, or if such failure cannot be completely cured within such ten (10) days, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such failure;

14.2.3 Tenant's failure to vacate or stay any of the following within thirty (30) days: an assignment of Tenant's property for the benefit of creditors; appointment of a receiver, guardian, conservator, trustee in bankruptcy or similar officer for all or part of Tenant's property; filing of a petition by or against Tenant under any bankruptcy or insolvency law; taking of Tenant's leasehold on execution, or by other process of law;

14.3 Landlord's Remedies. In addition to other remedies provided in this Lease or available by law, if Tenant commits a Default as defined above, and regardless of any waiver or consent to any earlier event of default, (a) Landlord may terminate this Lease by written notice to Tenant, and Tenant shall quit and surrender the Premises and remain liable for damages and

set forth below; or (b) Landlord may immediately or at any time thereafter and without demand or further notice, re-enter the Premises with or without process or law, and repossess the Premises and expel Tenant or other occupants and remove any personal property from the Premises and store the same in any warehouse, all at the reasonable expense and risk of Tenant, or may dispose of the same in accordance with applicable law, all without being deemed guilty of any manner of trespass, and upon such entry all rights of Tenant under this Lease shall terminate, but Tenant shall remain liable for damages as hereinafter provided.

14.4 Damages. In case of such termination or repossession due to Tenant's default, Tenant shall subject to and in accordance with applicable Maine law during the remainder of the term of this Lease pay to Landlord on the last day of each calendar month, damages equal to the rent and additional charges herein agreed to be paid by Tenant that would have been due for such month had there been no such termination, less the net proceeds received by Landlord for reletting of the Premises, if any, after deducting expenses incurred by Landlord in connection with the recovery of possession, preparing the Premises for reletting, and the reletting, including brokerage and reasonable attorneys fees. Landlord shall make reasonable efforts to relet the Premises at a reasonable rate. Tenant shall also reimburse Landlord for all Landlord's costs, including reasonable attorneys' fees, expended in recovering possession, removing Tenant and Tenant's property and exercising all other rights given Landlord upon or by reason of Tenant's default.

14.5 Landlord's Liability. Landlord shall not be liable for any default hereunder and Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.

ARTICLE 15.0 MISCELLANEOUS

15.1 Holding Over. If Tenant remains in possession of the Premises after expiration or other termination of this Lease, Tenant's occupancy shall be a tenancy-at-will subject to a 120 day termination notice (absent material default) and it shall be subject to all terms, covenants, and conditions of this Lease applicable thereto, provided that in the event Tenant remains in possession of the Premises after expiration of the 120 day expiration notice, Base Rent shall be paid to and accepted by Landlord at twice the monthly amount payable hereunder just prior to the termination of this Lease; but unless and until Landlord shall accept such rental from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises as herein provided in case of default on the part of Tenant. In addition to the payment of increased Base Rent and all Additional Rent, Tenant shall be liable to Landlord for all costs, losses, claims, or liabilities (including attorneys' fees) which Landlord may incur as a result of Tenant's failure to surrender possession of the Premises upon expiration or termination of this Lease. Nothing herein shall be construed to constitute Landlord's consent to Tenant holding over beyond the expiration of such 120 day notice period, or to constitute liquidated damages for Landlord's losses resulting from Tenant's holdover. No option to renew or extend this Lease shall have been deemed to have occurred by Tenant's holdover and any and all options to extend or renew set forth in this Lease shall be deemed terminated as of the first date Tenant holds over.

15.2 Brokerage. The parties warrant that they have dealt with no broker in connection with this Lease. Each party agrees to indemnify and hold harmless the other from any loss or liability arising from claims by any other broker with whom that party has dealt.

15.3 Force Majeure. In the event either party is delayed in performance of any act required under this Lease, except for requirements to pay money or carry insurance, by reason of weather conditions, fire, catastrophe, unavailability of labor or materials, strike or other labor

disturbance, war, act of God, or similar cause beyond the reasonable control of a party, then performance of such act shall be excused for the period of such delay.

15.4 Attorneys' Fees. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including attorneys' fees, incurred by the prevailing party.

15.5 Heirs and Assigns. The provisions of this Lease shall apply to, bind, and enure to the benefit of Landlord and Tenant and their respective successors, and assigns; it being understood that the term "Landlord" as used in this Lease means only the owner for the time being of the Building, so that in the event of any sale or other transfer of title to the Building to a bona fide third party in an arm's length sale, the Landlord named herein shall be and hereby is entirely freed and relieved of all future violations of covenants and obligations of Landlord hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser or other transferee has assumed and agreed to carry out any and all covenants of Landlord hereunder.

15.6 Jury Trial Waiver. To the extent such waiver is permitted by law, both parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

15.7 Notice. Any notice from either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed by registered or certified mail, postage prepaid, addressed, if to Tenant to such address as is set forth herein or as may be provided to Landlord by Tenant from time to time or if to Landlord, at the address set forth herein for payment of rent, or at such addresses as either party may from time to time designate in writing. Notices may never be left or delivered to Tenant's employees.

15.8 No Waiver or Changes. The failure of either party to insist on strict performance of any covenant or condition hereof or to exercise any option contained herein, shall not be construed as a consent to or waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed orally.

15.9 Interpretation; Severability. This Lease shall be construed under the laws of the State of Maine. The headings of articles and sections in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease. If any provisions of this Lease is invalid or unenforceable for any reason, the remaining provisions shall not be affected thereby.

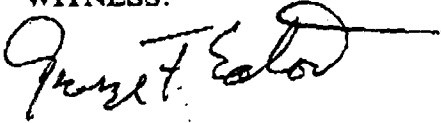
15.11 15.10 Recording. This Lease shall not be recorded, but at the request of either party, the parties shall execute and record a memorandum of lease in the statutory form. Authority. Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

15.12 Arbitration of Certain Disputes. Any dispute relating to this Lease, except for disputes concerning payment obligations of one party to the other may, at the election of any party, be resolved by an arbitration to be held at Portland, Maine, and to be conducted in accordance with the rules then in effect of the American Arbitration Association, except that the arbitrators shall be appointed as follows: (a) if one of the parties provides the other with written notice declaring a dispute which qualifies for arbitration hereunder, the parties jointly shall appoint a single arbitrator whose resolution of the dispute shall be conclusive, or (b) if the parties fail jointly to appoint a single arbitrator within fifteen calendar days following the date of the declaration notice, either party may appoint one arbitrator by notice to the other such party, and

the other party shall name a second arbitrator within fifteen (15) days after receipt of such notice, whereupon the two arbitrators so named shall jointly select a third arbitrator within fifteen (15) days after the date of appointment of the second arbitrator, failing which the third arbitrator shall be appointed by the President of the American Arbitration Association. In the event that any party entitled to name the second arbitrator as set forth in this provision fails to do so within the time period provided herein, the arbitrator appointed by the other party shall be the sole arbitrator. Any arbitrator or arbitrators shall promptly conduct an arbitration and render a decision resolving the dispute, and the parties agree to abide by the decision of any single arbitrator or by a decision of a majority of any three arbitrators appointed as aforesaid. The costs and expenses of any arbitrator shall be borne by the party appointing such arbitrator, except that the costs and expenses of any arbitrator jointly named or appointed as a third arbitrator shall be borne fifty percent by one party and fifty percent by the other party, and the parties shall share the costs if they jointly agree to appoint an arbitrator.

WITNESS the execution hereof, in any number of counterparts, as a document under seal, as of the 8th day of May, 2008.

WITNESS:



OLYMPIA EQUITY INVESTORS IV, LLC,

By: 

Print name: Kevin S. Mahaney

Title: ~~Principal~~ President

Hereunto Duly Authorized

LANDLORD

JSL Investments, LLC

By: 

Print name: Jeffrey Leeber

Title: Member ~~Manager~~

Hereunto Duly Authorized

TENANT

EXHIBIT 1.3 (e)

- **Fish Tank**
- **Kitchen Equipment**
 - Stove**
 - Refrigerators**
 - Steamer**
 - Fryolater**
 - Grill**
 - Steam Table**
 - Exhaust Hood**

EXHIBIT 10.C

W. L. BLAKE BUILDING

RULES AND REGULATIONS

1. The sidewalk, entrances, passages, courts, vestibules, corridors or halls shall not be unreasonably obstructed or encumbered by any Tenant such as to cause a nuisance or life safety issue for other tenants or the general public, as determined by Landlord in its sole discretion.

2. No awnings or other projections other than Landlord approved signs shall be attached to the outside walls of the building without the prior written consent of the Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Demised Premises, without prior written consent of the Landlord.

3. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by any Tenant, nor shall any bottles, handwritten signs, parcels, or other articles be placed on the windowsills, with prior written consent from Landlord, not to be unreasonably withheld.

4. No show cases, sales tables, merchandise displays, signs or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the halls, common passageways, corridors or vestibules without the prior written consent of the Landlord. Any of such exterior items as submitted for approval by Landlord shall not be intended to be affixed to the building. Any of such non-affixed items as submitted for approval by Landlord, must be in good taste, in keeping with the first class character of the building and shall otherwise satisfy Rule 1 above.

5. The water and wash closets and other plumbing fixtures, if any, shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

6. No Tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the building of which they form a part except with the prior written consent of the Landlord, which shall not be unreasonably withheld. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

7. No Tenant, nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Leased Premises any flammable,

combustible or explosive fluid, chemical, or substance, unless these items are typically utilized in the operation of a Class A restaurant.

8. Each Tenant must upon the termination of this tenancy, restore to the Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys so furnished such Tenant shall pay to the Landlord the cost thereof, and in the event safes, closets or other lockable permanent fixtures are installed in the Leased Premises, give all keys or combinations thereto to the Landlord.

9. As part of Tenants' Repair and Maintenance obligations, Tenants are responsible for compliance with laws, ordinances and regulations relating to maintenance and repair of Tenant installed refrigerant-containing appliances or HVAC systems, including without limit, the Clean Air Act. Tenants shall ensure that all of their contractors or agents performing repair or maintenance work on such appliances or systems are properly certified and/or insured for such work. Tenants shall make available to Landlord upon request all materials required to be maintained relating to repair, maintenance, record keeping and reporting requirements under such laws, ordinances and regulations and, further Tenant shall immediately report in writing to Landlord any leaks of refrigerant which require repair or remediation under such laws, ordinances or regulations and shall promptly have performed such repair or remediation in accordance with such laws, ordinances and regulations.

10. Landlord shall have the right to prohibit any advertising by any Tenant that, in Landlord's reasonable discretion and opinion, tends to impair the first class reputation of the building or its desirability as a building for retail sales, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

11. The premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

12. Requests of each Tenant will be attended to only upon written or email application to the Landlord or its agent. Landlord's email address for this purpose will be jbrady@olympiaequity.com. Landlord's employees or agents shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord or its agent.

13. Canvassing, soliciting, and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

14. There shall not be used in any space, or in the public halls of any building, either by any Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires so as to preserve the common area flooring and that of all tenants.

15. Landlord shall not be responsible to Tenant hereunder for the non-observance or violation of any of these Rules and Regulations by any other Tenants.

16. All deliveries or shipments of any kind to and from the Leased Premises, including loading and unloading of goods, shall be made only by way of the front of the Leased Premises, except to the extent that Landlord has authorized Tenant to receive food deliveries in the rear of the Lease Premises, and only at such times designated for such purpose in the Lease Agreement between Landlord and Tenant.

17. The outside area immediately adjoining the Premises along Commercial Street shall be kept clean and free from snow, ice, dirt and rubbish by Tenant.

18. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing in pipes and fixtures.

19. Plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind, including grease matter, shall be thrown therein. Tenant shall be responsible for separately disposing of grease. Receptacles are to be provided for all feminine hygiene products including tampons.

20. Landlord may enter the demised 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 demised premises and to serve other parts of the Blake building, except in the case of emergencies, Landlord or Landlord's agents shall provide Tenant with a minimum of 24 hours notice prior to entering the demised Premises.

21. Tenant will not mount, install or otherwise allow lighting in the interior or exterior of the building that creates unwarranted, inappropriate or unattractive light pollution that detracts from the quality of the space, as reasonably determined by Landlord, and which is visible from the exterior of the building or from adjoining tenant premises.

22. Tenant shall provide for separate, locked trash and grease receptacles, in an area of the exterior of the Leased Premises approved by Landlord, for the daily disposal of waste and grease generated by Tenant's restaurant business. No food waste is to be left within the building for more than a six (6) hour period. Any trash bags transported by Tenant to the receptacle should not be dragged over the floors of the Leased Premises. All cardboard boxes must be broken down and placed in a cardboard recycling container, if such cardboard recycling container exists. Tenant is responsible for ensuring that the receptacles are removed and/or emptied on a regular basis and that the area surrounding the receptacles remain clean in order to prevent odor build-up and as not to detract from the aesthetics of the Leased Premises. In the event of untimely removal, Tenant will be charged for any trash removed by maintenance personnel. Additionally, Tenant shall have the area under and immediately surrounding the grease receptacle pressure washed at least twice per year in order to prevent damage to the underlying asphalt.

23. Tenant shall, on a daily basis, maintain, beyond the Landlord provided service, the cleanliness of the first floor common area corridor and restrooms, to include the regular restocking of paper products used in the restrooms.

24. As part of the Tenant's fitup obligations under Article 1.3(c), Tenant shall (1) provide for mat covering or otherwise suitable floor protection for the vinyl floors of the Leased Premises; (2) provide for the installation of a window in the rear door of the leased space in order to prevent customers and staff from inadvertently striking someone upon operation of the door.

25. Tenant shall provide for monthly insect and rodent control of the Leased Premises, including treatment of any collateral areas of the building infested as a result of infestations originating in the Leased Premises.

26. Notwithstanding any other federal, state, or municipal law, Tenant shall not permit smoking in the Leased Premises.

27. Tenant shall maintain the cleanliness of the area surrounding any ventilation exhaust, ensuring that it is kept free from the accumulation of grease and oil residue.