Form # P 04	DISPLAY THIS CAR	D ON PRINCIPAL	FRONTAGE (OF WORK
Please Read Application And Notes, If Any, Attached		PERMIT	TION	Jumber: 041602
This is to certify	that Earl Apartnients Llc /Thorn Retail Wine Shop	o ansen / Wines		NOV 0 4 2004
has permission t	.0		037 F005001	CTY CF PERT AND
	nat the person or persons visions of the Statutes of			nit shall comply with all of Portland regulating

of the provisions of the Statutes of N the construction, maintenance and u this department.

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

ication inspec must and wi n permis gi n procu dina or b e this t t therea Josed-in. d or d R NOTICE IS REQUIRED.

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

Department Name

Other

OTHER REQUIRED APPROVALS	
Fire Dept. The Man	
Health Dept.	
Appeal Board	

of buildings and shartures, and of the application on file in

City of Portland, Main	ne - Building or Use	Permit Applicati	on P	ermit 10.	Issue Date:	CBL:	
389 Congress Street, 041	01 Tel: (207) 874-8703	3, Fax: (207) 874-8'	716	04-1602		037 F005001	
Location of Construction: Owner Name:			Owner Address: Phone:			Phone:	
28 Preble St	St Earl Apartments Llc		104	4 Grant St			
Business Name: Contractor Nam		2.	Con	tractor Address:		Phone	
		en / Market Wines	28	28 Preble St. Portland			
Lessee/Buyer's Name	Phone:			nit Type:		Zone	:
			Al	terations - Comm	mercial	\mathcal{B}	13
Past Use:	Proposed Use:	•					
Commercial -	Commercial/	Market Wines		\$105.00 \$105.0			
, Kente.			FIR	RE DEPT:	Anneound	SPECTION:	~ ~
					Denied U	Ise Group: Type:	36
						(/2/)/	1
							#
Proposed Project Description:				\exists			
Retail Wine Shop			Sign		Mr) si	ignature	Υ
			PEI	DESTRIAN A CTIV	ITIES DISTRI	T(PA.D.) cmazint A	
			Acti	PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action Approved Approved w/Conditions Denied			d
			Sign	nature:		Date:	
Permit Taken By:	Date Applied For:		•	Zoning A	Approval		
ldobson	10/22/2004				**		
1. This permit application	does not preclude the	Special Zone or Reviews		Zoning	Appeal	Historic Preservation	n
	ting applicable State and	Shoreland Variance			Not in District or La	ndmarl	
2. Building permits do no	t inaluda plumbina	Wetland Miscellaneous		20115	Does Not Require Review		
2. Building permits do no septic or electrical wor							
3. Building permits are vowithin six (6) months of	oid if work is not started	Flood Zone Conditional Use		ıl Use	Requires Review		
False information may		Subdivision Interpretation		ion	Approved		
permit and stop all wor		Subdivision		merpretation		Approved	
	Site Plan Approved			Approved w/Conditions			
							-
		Maj ☐ Minor ☐ M	м □;	Denied			
			AL_{α}				
		Date: ()	N	late:		Date:	
		1 	404	1		, atte	
		CERTIFICAT	ION				
I hereby certify that I am the	owner of record of the na			oposed work is a	uthorized by	the owner of record and	that
I have been authorized by th							
jurisdiction. In addition, if a	a permit for work describe	d in the application is	issued	, I certify that the	e code officia	al's authorized representa	itive
shall have the authority to er	nter all areas covered by su	ich permit at any reas	onable	hour to enforce	the provision	n of the code(s) applicab	le to
such permit.							
SIGNATURE OF APPLICANT		ADDRF	SS		DATE	PHONE	

11/10/04

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CITY OF PORTLAND, MAINE



Department of Building Inspection

Certificate of Occupancy

LOCATION 28 Preble St

CBL 037 F005001

Issued to Earl Apartments Llc /Thomos Hansen / Market Wines

Date of Issue 11/10/2004

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 04-1602 , has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

1st floor left

APPROVED**OCCUPANCY**

retail fse with wine sales

use group: M type: **3B** IBC 2003

Limiting Conditions:

none

This certificate supersedes certificate issued

Approved:

(Date) Inspector

Inspector of Buildings

HAC)

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

All Purpose Building Permit Application

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

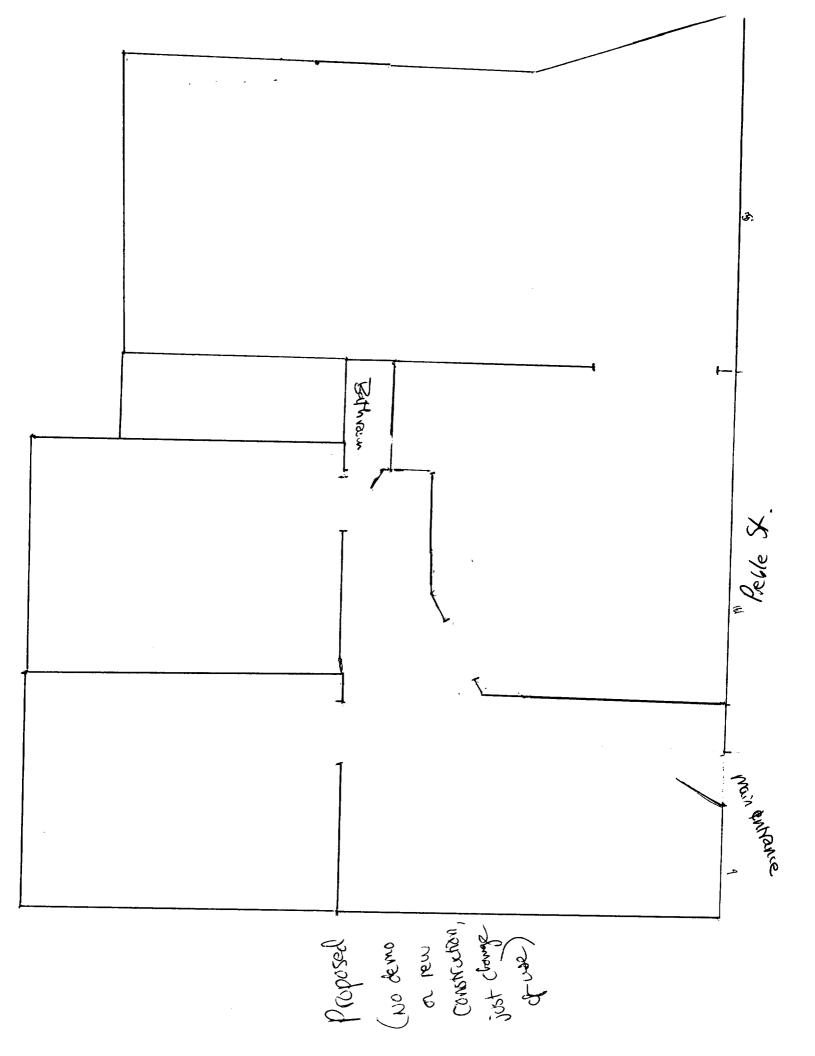
	· ·				
Location/Address of Construction: 28	Pieble St.				
Total Square Footage of Proposed Structu	. 1 1				
Tax Assessor's Charf, Block & Lot Chart# 037 Block# F Lot#	Owner: EARC APTS.	C(Telephone:			
Lessee/Buyer's Name (if Applicable)	Applicant name, address & telephone:	Cost Of, - O Work: \$			
Market Wines	Thomas Havoen	Fee: \$30,00			
Current use: 105+ Knant: Theatre	Company. Space Vacant lost	2 yrs. +751			
If the location is currently vacant, what wa		- $C(0)$			
Approximately how long has if been vaca	nt:	_			
Proposed use: <u>retail</u> wine shop Project description:					
Contractor's name, address & telephone:	n/a				
Who should we contact when the permit i	s ready:	_			
Mailing address:					
We will contact you by phone when the p review the requirements before starting an and a \$100.00fee if any work starts before	ly work, with a Plan Reviewer. A stop w				
F THE REQUIRED INFORMATION IS NOT INCLU	IDED IN THE SUBMISSIONS THE PERMIT WIL	L BE AUTOMATICALLY			

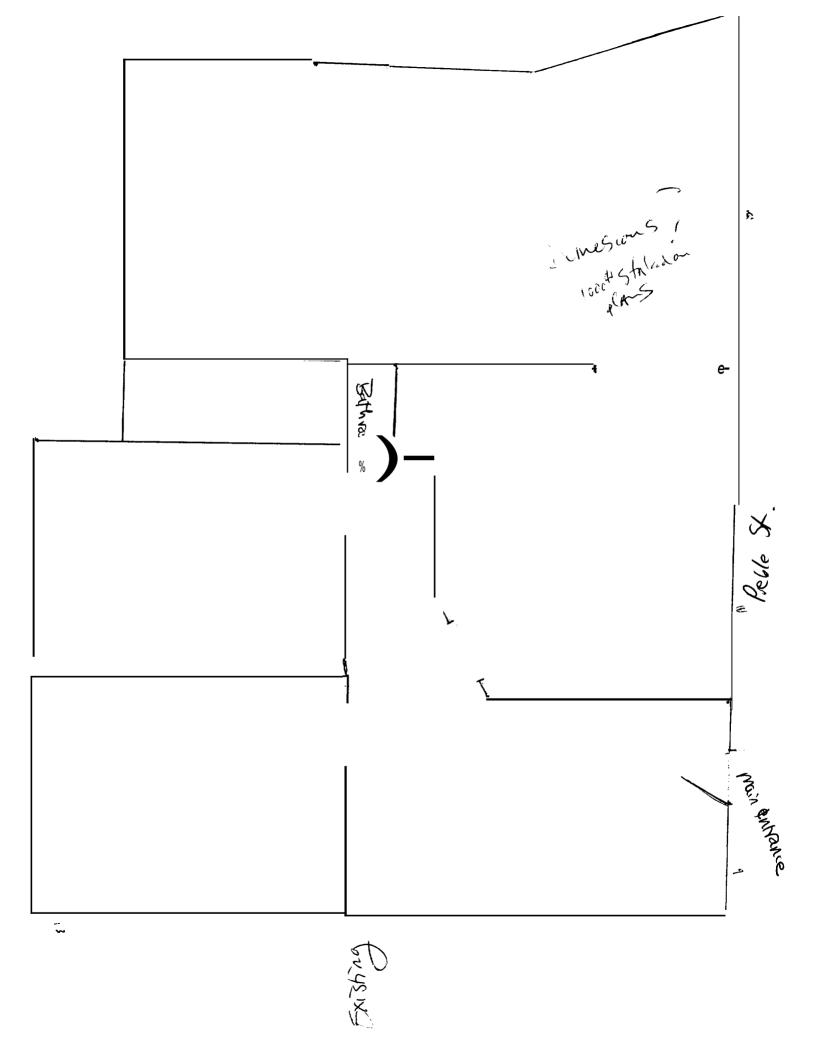
IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APROVE THIS PERMIT.

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,

			11
		1 1 1/10	A = A
Signature of applicant	\sim \sim	* Housen	Doto: PD1/a 4
Signature of applicant	• 11	Merce) Date. 10p-170 7

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall





LEASE

This LEASE AGREEMENT made this October 20th, 2004, by and between Earl Apartments, LLC, a Maine limited liability company with a place of business at c/o Port Property Management. 104 Grant St., Portland, ME 04101(hereinafter called "Landlord") and TPH. LLC, with a mailing address of c/o Market Wines. 24 Preble Street. Portland, Maine. 04101(hereinafter called "Tenant").

WITNESSETH

Article 1 PREMISES:

Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord the premises of the first floor commercial space located at <u>28 Preble Street</u>. Portland. <u>Maine consisting of approximately 1800 square feet</u> of retail space [the "Premises).

Article 2 Term: The premises are leased for a term commencing November 1, 2004 and terminating 6 months after on April 30, 2005. In the event Tenant shall continue in occupancy of the demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of the lease, but occupancy shall, at the option of the landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent of \$1,000 per month, increased by five (5%) percent prorated and payable month to month on the first of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the term thereof.

Article 3 Rent. The base rent for the initial sixth month term shall be \$0.00 (zero) monthly. Said rent shall be payable in advance the first day of each and every calendar month during the term of the lease. Any rent payment received by the Landlord after the 10th of the month shall be subject to a 5% surcharge.

Article 4: Security Deposit: The security deposit shell be walved for the initial six month lease period. In the event Tenant shall continue in occupancy of the demised premises after the expiration of the initial six month term a security deposit of \$1,000 shall be due in full no later than May 1, 2005, No interest shall be paid upon this security deposit After vacating the premises, Tenant shall be entitled to the return of any unused portion of the Security Deposit provided that upon termination of occupancy. Tenant shall not be in default under the terms and conditions of this Lease and the Premises are left in good repair and broom clean condition.

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

Article 6 Maintenance:

a. The Tenant shall keep the leased Premises in a neat, clean, and sanitary condition and in as good order and repair as at the commencement of the

lease, reasonable wear and tear excepted, and Tenant shall be responsible for all repair and maintenance including all plumbing fixtures, and electrical systems and fixtures, other than that as specified in paragraph b below Tenant shall not do anything to cause the leased Premises or the activities therein to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of any officer of competent authority. The tenant shall permit no waste with regard to the leased Premises

- b. The Landlord shall keep the structural portions of the Building which shall be defined to include exterior walls (not including doors, windows and window glass), foundation, floors, and roof, and in good order and repair, provided, however, that any such maintenance made necessary by fault or neglect of the Tenant or it's employees or visitors, shall be at the expense of ?heTenant and Tenant shall pay all costs therefore.
- c Tenant shall be responsible at its expense for snow removal in front of the Premises, in accordance with applicable regulations and ordinances

Article 7 Improvements/Alterations: Any and all improvement!, or alterations to the premised by the Tenant shalt be submitted by written specifications and drawings satisfactory to Landlord for Landlord's approval, and Landlord shall not unreasonably withhold approval of such improvements or alterations. Any and all improvements or alterations made to Remises shall become property of the Landlord. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Premises and shall provide the Landlord with evidence of the same. Should Landlord be subjected to any materialman's suit(s) for any services or materials associated with Tenant improvements of alterations to the Premises, Tenant Ehall pay any and all costs incurred by Landlord in defense or prosecution of such actions.

Article 8 Utilities: Landlord shall provide, and pay for, heat arid hot water in said premises. Tenant shall be solely responsible for and pay the expenses for its telephone, electricity, and any other utilities used or consumed by it in or about the Premises In no event shall the Landlord be liable for an interruption or failure in the supply of any such services or utilities to the Premises.

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

<u>Article 10 Insurance:</u> At all times after the execution of this lease. Tenant will take out and keep in force:

- a Public liability insurance, at the Tenant's expense, including insurance against assumed or contractual liability with respect to the Premises to afford protection to the limit, Earl Apartments LLC shall be listed on this policy as a "named insured". A copy of this insurance policy shall be provided to landlord upon the execution of this base.
- b For each occurrence, of nut less that one million dollars (\$1,000,000 00) with respect to personal injury or death, said insurance shall also provide

for coverage in equal amount for and of all parties, including but not limited to other tenant8 m the Landlord's building, who might be harmed or injured, or suffer property damage, as a result of activities caused by or occurring on Tenant's Premises. The insurance policy shall protect and hold harmless Landlord from any and all claims of such third parties and/or other tenants of the building who are harmed as described below

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

Article 11 Damage or Destruction: In case the buildings upon said premises, or any part thereof, during said term be damaged or destroyed, the Landford may, at its option proceed to repair and/or rebuild the same, including any improvements or betterments made by Tenant, upon the same plan as immediately before such damage or destruction occurred, and until said premises are rebuilt and put in good and tenantable order the rent

hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until said premises have been restored to the same condition as before such damage and destruction occurred, be suspended. In the ever that the Landlord chooses not to proceed to repair or rebuild the leased premises then this Lease may be terminated by the Landlord by giving the Tenant written notice of the Landlord's intention not to rebuild within thirty (30) days of the casualty causing the damage of destruction

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

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

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

Article 14 Use: Tenant shall not use or occupy or permit the leased Premises to be used or occupied, nor do or permit anything to be done in or on the leased Premises, in a manner which will in any way violate any present or future laws or regulations of any governmental authority. Tenant shall use the Premises real estate development use only. Tenant shall not use nor sublease the Premises so as to cause a violation of any statute, ordinance or restriction of record.

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

Article 16 Default: This Lease is made on the condition that if the Tenant shall fail to pay any rental or additional rental payment provided hereunder, or shall fail to pay any other monetary obligation on its due date to Landlord as provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for five (5) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared pankrupt or insolvent according to law, or if Tenant shall die, or if Tenant shall make or offer to make. in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make assignment for the benefit of it's creditor's, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of the lease as herein provided, then and in any of said cases notwithstanding any license of any former breach of covenants or waiver of consent informer instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of coverget, immediately or at any time thereafter, without prior demand or prior notice whatsoever. (a) terminate this Lease by notice in writing forthwith or on a date stated in said notice (b) with or without process of law, enter into and upon leased Premises or any part thereof and repossess the same as of the Landlord's former estate; and (c) expel the Tenant and those claiming through or under the Tenant and remove its affects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry as aforesaid, all rights of 'Tenanthereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the then-current term exceed the fair rental value of said Premises for the remainder of the original term and of any extensions thereof, and in addition to thereto, will during the remainder of then-current term pay to Landlerd on the last day of each calendar month the difference, if any, between the rental, additional rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the leases Premises, if any, and the application prorated amount of damages previously paid to Landlord. The Landlord shall make reasonable effort to secure a rental equal to the then-prevailing local rate for the Premises concerned. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs of reletting the Premises including real estate commissions, costs of renovation the Premises to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

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

Article 17 Access: The landlord and his personal representatives, agents, or employees, may enter the leased Premises at any reasonable time and for any reasonable purposes.

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

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

Article 20 Miscellaneous Provisions:

- a Subject to the foregoing, the covenants and agreements of the Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators successors and assigns, but no covenant or agreement of Landlord. expressed or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon fiduciary or any beneficiary under any trust.
- b. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and 'Tenant" mean the person or persona, natural or corporate, named above as representatives, heirs, administrators, executors, successors, and assigns.

Article 21 Financial Information: Tenant agrees that it will supply to Landlord, all financial information.deemed appropriate by Landlord in its sole discretion to assess Tenants financial condition and its creditworthiness. Tenant shall also supply Landlord within 90 days of Tenant's fiscal year end it's yearly financial statement throughout the term of this Lease and shall supply additional financial statements upon reasonable request of the Landlord. Landlord agrees to hold all such financial information in confidence. All financial statements shall be in accordance with generally accepted accounting principles.

Article 22 Personal Guarantees: Tenant agree that all of it's officers, directors and shareholders shall personally and unconditionally guaranty Tenants obligations under this Lease(which at Landlords election may be secured guarantees) in form acceptable to Landlord, Said officers, directors and shareholders shall provide such financial information as Landlord shall require to establish their financial condition and creditworthiness to Landlords sofa satisfaction.

Article 23 Notices: Any and all notices required to be given or served by the terms and provisions of this Lease, shall be delivered in person or shall be sent by U.S. mail or by hand delivery with receipt, or by facsimilie transmission with acknowledgement, to the

following addresses, or to such other address or addresses as wither party shall from time to time designate by like notice to the other:

Landlord: see addresses on page one of this lease

Tenant:

Article 24 Limitations of Liability. Tenant agrees to look solely to the Landlord's interest in 30 Preble St., for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in 30 Preble St. (except to the extent that insurance proceeds may be available to satisfy any such judgment). The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of the Landlord.

Article 25: Estoppel Certificates: Tenant shall, within ten (10) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that the Lease is unmodified and in full force or effect (or if there had been modifications, that the same is in full force and effect as modified, in stating the modifications), (b) specifying dates to which the annual rent has been paid (c) stating whether or not Landlord is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, (d) stating whether or rot to the

best of the knowledge of the Tenant, any event has occurred which, with giving of notice or passage of time, or both, would constitute default by Landlord under Lease and if so, specifying each such event, and (e) certifying that Tenant, as of the date of the statement, has no charge, lien or claim of offset under the Lease, or otherwise against rents or other charges due or to become thereunder. Any such statement delivered pursuant to this Article may be relied upon by any perspective assignee, transferee or mortgagee of the Premises or any interest therein

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

This lease may be executed in counterpart originals.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

LANDLORD Earl Apartments, LLC ~~

City of Portland, Main	Permit No:	Date Applied For:	CBL:				
389 Congress Street, 0410	1 Tel: (207) 874-8703, Fax: (207) 874-8716	04-1602	10/22/2004	037 F005001		
Location of Construction:	Owner Name:		Owner Address:	1	Phone:		
28 Preble St	Earl Apartments Llc		104 Grant St				
Business Name:	Contractor Name:	(Contractor Address:		Phone		
	Thomos Hansen / Marl	ket Wines	28 Preble St. Portland				
Lessee/Buyer's Name	Phone:]	Permit Type:		•		
			Alterations - Com	mercial			
Proposed Use:		Proposed	l Project Description:				
Commercial/ retail Market W	Vines	Retail	Wine Shop				
			_				
Dept: Zoning S	tatus: Approved with Conditions	s Reviewer:	Marge Schmucka	al Approval D	Pate: 11/01/2004		
Note: 11/1/04 given to Ma	* 1		C	• • • • • • • • • • • • • • • • • • • •	Ok to Issue:		
_		nt Area which en	courages maintain	ing exiting street wi			
 This property is located within a Pedestrian Encouragement Area which encourages maintaining exiting street windows and facades to remain open for pedestrian viewing 							
2) This permit is being appropriately work.	oved on the basis of plans submit	iled Ally devial	ions shan require a	separate approvar t	crore starting that		
3) Separate permits shall be	required for any new signage.						
Dept: Building S	tatus: Approved with Conditions	s Reviewer:	Mike Nugent	Approval D	ate: 11/03/2004		
Note:			-		Okto Issue: 🗹		
1) Contruction activity was not applied for or reviewed as a part of this permit. This permit authorizes a change in use ONLY.							
Dept: Fire S	tatus: Approved	Reviewer:	Lt. MacDougal	Approval D	ate:		
Note:					Ok to Issue:		