

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

**BUILDING DEPARTMENT**

**PERMIT ISSUED**

Please Read Application And Notes, If Any, Attached

Permit Number: 100130  
**MAR 18 2010**

This is to certify that BAYSIDE MAINE LLC  
has permission to Change of Use from Vacant space to restaurant "Local Sprout Cafe" City of Portland  
AT 645 CONGRESS ST -649 CONGRESS ST CE 046-D022001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise worked-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. [Signature]  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name \_\_\_\_\_

[Signature] 3/17/10  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 10-0130	Issue Date:	CBL: 046 D022001
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Location of Construction: 645 CONGRESS ST -649 CONGR	Owner Name: BAYSIDE MAINE LLC	Owner Address: 477 CONGRESS ST STE 1012	Phone:
Business Name: Local Sprouts Cafe	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-3

Past Use: Mixed Use - Vacant Space <i>(649)</i>  <i>56 Apt. - 3 retail</i>	Proposed Use: Commercial Restaurant - Change of Use from Vacant space to restaurant "Local Sprouts Cafe" <i>first floor left #649</i>	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 2
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FIRE DEPT: <i>w/conditions</i>  <i>2/22/2010</i>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>3B</i>  <i>IBC-2003</i>
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Proposed Project Description:  
Change of Use from Vacant space to restaurant "Local Sprouts Cafe"  
*first floor left, #649*

Signature: *[Signature]*      Signature: *[Signature]*  
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)  
Action:  Approved     Approved w/Conditions     Denied  
Signature: *AGM*      Date: *2/16/10*

Permit Taken By: Idobson	Date Applied For: 02/12/2010	<b>Zoning Approval</b>		
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Major <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>or w/conditions</i> Date: <i>2/16/10</i> <i>AGM</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><i>yes</i></p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>any exterior work requires a separate review &amp; approval thru historic preservation..</i></p> <p>Date: <i>requires a separate</i></p>
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**PERMIT ISSUED**

**MAR 18 2010**

City of Portland

**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

## **BUILDING PERMIT INSPECTION PROCEDURES**

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

**or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)**

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

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

  **X**   **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

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

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

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

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

**City of Portland, Maine - Building or Use Permit**

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

Permit No: 10-0130	Date Applied For: 02/12/2010	CBL: 046 D022001
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Location of Construction: 645 CONGRESS ST (649)	Owner Name: BAYSIDE MAINE LLC	Owner Address: 477 CONGRESS ST STE 1012	Phone:
Business Name: Local Sprouts Cafe	Contractor Name:	Contractor Address:	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial Restaurant - Change of Use from Vacant space to to restaurant "Local Sprouts Cafe" (#649 -first floor, left side)	Proposed Project Description: Change of Use from Vacant space to to restaurant "Local Sprouts Cafe" (#649 - first floor, left side)
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Dept: Zoning      Status: Approved with Conditions      Reviewer: Ann Machado      Approval Date: 02/16/2010

Note: Parking provided under major site plan review by the Planning Board.

Ok to Issue:

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) Separate permits shall be required for any new signage.
- 3) With the issuance of this permit and the certificate of occupancy, the use of the this property shall remain as a restuarant (first floor) in space #649, two vacant commercial spaces (first floor) that need tenant fit up permits and fifty-six (56) residetnail units. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved for a change of use only. It does not include any work that needs to be done to create the space for the restaurant. This must be applied for under a separate permit.
- 5) This property is located in a Pedestrian Activities District (PAD) which regulates first floor uses to retail-like and other uses as listed in the zoning ordinance. The front windoows shall not be blocked or have curtains that block out visibility from the sidewalk. Your use shall not change without review and approval prior to its implementation.
- 6) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building      Status: Approved with Conditions      Reviewer: Jeanine Bourke      Approval Date: 03/17/2010

Note:

Ok to Issue:

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approrval prior to work.
- 2) Approval of City license is subject to health inspections per the Food Code.
- 3) New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes
- 4) Equipment must be installed in compliance per the manufacturer's specifications
- 5) All penetratios through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 6) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire      Status: Approved with Conditions      Reviewer: Ben Wallace Jr.      Approval Date: 02/22/2010

Note:

Ok to Issue:

- 1) This permit is for change of use only and does not authorize any arrangement or construction.
- 2) A permit is required for tenant fit up. Seating plan is required.
- 3) See permit 10-0136 for additional conditions.
- 4) Kitchen is not an egress. Single means of egress restricts dinning area to occupant load of 49 or less.

<b>Location of Construction:</b> 645 CONGRESS ST (649)	<b>Owner Name:</b> BAYSIDE MAINE LLC	<b>Owner Address:</b> 477 CONGRESS ST STE 1012	<b>Phone:</b>
<b>Business Name:</b> Local Sprouts Cafe	<b>Contractor Name:</b>	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

**Comments:**

3/2/2010-jmb: Spoke with David L. To clarify scope of work for the tenant fit up as the property owner (Greg S.) is also doing work. Details including larger scale floor plan, rear egress identification, stage construction, offices, partitions and cost of work estimate. He will call for a meeting when ready

3/5/2010-jmb: David L. Submitted a new floor plan and legend for scope of work. It is not clear how the stage will be built so he will submit next week. Also add'l cost of work \$6400 = \$70

3/17/2010-jmb: Received stage framing details, ok to issue, will bring check for add'l fees at pick up 3/18



# General Building Permit Application

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

Location/Address of Construction: <u>645 CONGRESS ST. (644 CONGRESS ST.)</u>		
Total Square Footage of Proposed Structure/Area <u>3000</u>	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>46</u> Block# <u>D</u> Lot# <u>22</u>	Applicant * <b>must be owner, Lessee or Buyer</b> * Name <u>DAVIDD LADD, LOCAL SPROUTS COOPERATIVE</u> Address <u>644 CONGRESS ST</u> City, State & Zip <u>PORTLAND, ME 04101</u>	Telephone: <u>400-0102</u>
Lessee/DBA (If Applicable) <u>LOCAL SPROUTS CAFE</u>	Owner (if different from Applicant) Name <u>BAU.SIDE MAINE, LLC</u> Address <u>477 CONGRESS ST, SUITE 102</u> City, State & Zip <u>PORTLAND ME 04101</u>	Cost Of Work: \$ _____ C of O Fee: \$ <u>75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) <u>MIXED USE</u> Number of Residential Units _____ If vacant, what was the previous use? <u>VACANT NEW SPACE</u> Proposed Specific use: <u>RESTAURANT</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>TENANT FLT. UP TO USE SPACE AS RESTAURANT</u>		
Contractor's name: _____ Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: _____ Telephone: _____ Mailing address: _____		

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

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

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorized 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.

RECEIVED  
FEB 12 2010

Signature: [Signature] Date: 2/8/10 Dept. of Building Inspections  
City of Portland Maine

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

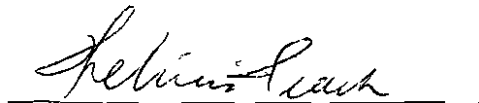
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 3<sup>rd</sup> day of December 2009.

TENANT:

Local Sprouts Cooperative

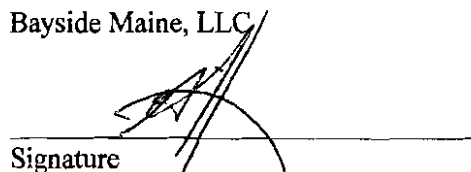
  
Signature

JONAH FERTIG, OWNER  
Name/Title


  
Witness to Tenant

LANDLORD:

Bayside Maine, LLC

  
Signature

GREG SHUBERT, MANAGER  
Name/Title

  
Witness to Landlord

35. GUARANTY:

For value received, and in consideration for, and as an inducement to LANDLORD to enter into a lease with Local Sprouts Cooperative, TENANT, Jonah Fertig ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

Notwithstanding anything to the contrary set forth in this Guaranty, GUARANTOR'S liability under this Guaranty shall be limited to the payment of rent in an amount not be exceed 12 months of rent unpaid under the Lease following any default of TENANT hereunder at any time during the Term or any renewal or extention term, plus late changes due thereon, and costs of collection thereof.

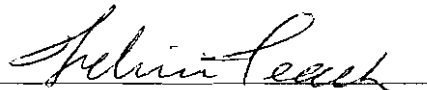
IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 31<sup>st</sup> day of December 2009.

GUARANTOR:

Jonah Fertig

\_\_\_\_\_  
Legal name of Guarantor

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness to Guarantor



**COMMERCIAL LEASE (MODIFIED GROSS LEASE)**

1. PARTIES: Bayside Maine, LLC, ("LANDLORD"), hereby leases to Local Sprouts Cooperative, a Maine cooperative corporation, ("TENANT"), and the TENANT hereby leases from LANDLORD the below described leased premises:

2. LEASED PREMISES: Approximately 3,000 ± square feet located on the first floor of 645 Congress Street, Portland, Maine,. The leased premises are accepted in "as is" condition subject to completion of Landlord's Work. Existing kitchen equipment within the leased premises ("Landlord's Kitchen Equipment") shall be leased to TENANT as part of this lease are provided in "as is" condition, subject to Section 10 hereof. TENANT shall not encumber or attempt to grant any liens upon any of LANDLORD'S Kitchen Equipment, and shall not remove any of LANDLORD'S Kitchen Equipment without LANDLORD'S consent, which shall not be unreasonably withheld or delayed. A list of LANDLORD'S Kitchen Equipment is attached here to as Exhibit A. TENANT authorizes LANDLORD to file a UCC-1 Financing Statement identifying the LANDLORD'S Kitchen Equipment with the Maine Secretary of State.

The leased premises shall include the non-exclusive use in common with others entitled thereto, of such easements and appurtenants necessary for access to the leased premises, including the hallways, stairways, elevators necessary for access to said leased premises; the lavatories nearest thereto; and all walkways, courtyards and landscaped areas (if any) located on the property of which the leased premises are a part. The leased premises shall also include approximately 100 square feet of storage space in the basement of the building of which the leased premises are a part. The location of such basement storage space shall be designated by Landlord and Tenant shall have the exclusive right to use and access this space during the term of the Lease. In addition, the leased premises shall include the exclusive right of Tenant and Tenant's employees, invitees and customers to use five (5) parking spaces located in the parking lot at the rear of the building of which the leased premises are a part.

3. TERM: The Lease Commencement Date shall be the date that is the later of January 1, 2010 or the date upon which (i) Landlord has completed Landlord's Work in accordance with this Lease and to the reasonable satisfaction of Tenant and (ii) Landlord has obtained and delivered to Tenant a Certificate of Occupancy permitting the use and occupancy of the leased premises by the Tenant in accordance with the Lease so long as Tenant completes its fit up work in accordance with all local and state codes. The initial term of the Lease shall terminate on the date that is five (5) years after the Lease Commencement Date. Base rent and additional rent will commence on the date that is sixty (60) days after the Lease Commencement Date; and, provided further, that, subject to the force majeure provision hereof, in the event that Landlord's Work is not completed for any reason by June 1, 2010, then Tenant may terminate this Lease.

4. RENT: Beginning sixty (60) days from the Lease Commencement Date, the TENANT shall pay to the LANDLORD the following base rent:

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FEB 12 2010

<u>Lease Year(s)</u>	<u>Monthly Rent</u>
1	\$3,100.00
2	\$3,100.00
3	\$3,100.00
4	\$3,100.00
5	\$3,100.00

Monthly Rent is payable in advance on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated as 477 Congress Street, Suite 1012, Portland, Maine 04101 C/O Shinberg Consulting. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within five (5) business days of when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL  
OPTION:

So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for one (1), five (5) year term. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be increased by 10% over the prior year in the 6<sup>th</sup> year and by 2.5% over the prior year in each year thereafter, as follows:

<u>Lease Year(s)</u>	<u>Monthly Rent</u>
6	\$3,410.00
7	\$3,495.25
8	\$3,582.63
9	\$3,672.20
10	\$3,764.00

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised. This Lease shall not renew if TENANT is in default of this Lease at the time such renewal is scheduled to occur.

Tenant's right and option to renew the Lease may be exercised by Tenant at the designated time so long as Tenant is not at the time of exercise in terminable default of the Lease. Upon Tenant's providing an extension notice the Lease shall be extended for the applicable five (5) year option term without any further instrument or documentation from Tenant.

6. SECURITY  
DEPOSIT:

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Thirty One Hundred Dollars (\$3,100.00), which shall be held as security deposit for the TENANT'S performance as herein provided and refunded to TENANT with interest at the end of this Lease subject to the TENANT's satisfactory compliance with the conditions hereof. If Tenant shall have complied with all of the terms of the Lease, the security deposit shall be paid over to Tenant within thirty (30) days after the expiration of the term of the Lease.

7. RENT  
ADJUSTMENT  
A. TAX  
ESCALATION:

If in any tax year commencing with fiscal year 2011, the real estate taxes on the land and buildings, of which the leased premises are part, are in excess of the amount of real estate taxes thereon for the fiscal year 2010 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, its pro rata share of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

B. OPERATING  
COST:

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, its pro rata share of all operating expenses greater than those incurred during the calendar year 2010. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all of LANDLORD'S costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of all plumbing, electrical and mechanical systems and fixtures, including all utility service components, and all wiring serving the common areas of the building, roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated

monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

Tenant's share of operating expenses shall be appropriately adjusted in the event the building of which the leased premises are a part is expanded and/or the floor area therein is increased at any time during the term of the Lease. In no event shall Tenant be liable to pay for any of the following items and/or costs, which shall be excluded from operating expenses: (i.) interest or principal on any mortgage or other indebtedness secured by the property or building of which the leased premises are a part or the leased premises, or any other indebtedness of Landlord, or any fees, penalties, or other expenses or costs related thereto; (ii.) any depreciation or amortization; (iii.) any reserve, whether actually funded or not, for future expenditures, or for any contingency; (iv.) any expenditure related to a period occurring prior or subsequent to the term of this Lease; (v.) any management fee, administrative, overhead, or other charge (i) which exceeds either (a) five percent (5.0%) of base rent or (b) the reasonable cost of administering or supervising the operation and management of the building or property of which the leased premises are a part or (ii) which duplicates goods or services for which payment is also included in the operating expenses assessed or imposed upon the leased premises; (vi.) any amounts expended in connection with the solicitation, negotiation, acquisition, or enforcement of leases; (viii.) any portion of the operating expenses, real estate taxes and assessments, or insurance (i) which is payable by tenant(s) other than Tenant (whether actually paid by such other tenant(s) or not) or (ii) for which Landlord is otherwise entitled to reimbursement (whether such reimbursement is actually received or not), or (iii) which represents consideration for goods or services which solely benefit tenant(s) other than Tenant; (ix.) any portion of the operating expenses assessed or imposed upon the leased premises which is payment to an affiliate of Landlord in excess of the fair market cost of such the goods or services for which such payment in made; (x.) wages, salaries, or other compensation paid to any executive employees above the grade of general manager, except that if such employee performs a service which would have been performed by an outside consultant, the compensation paid to such employee for performing such service shall be included in Tenant's pro rata share of said costs and expenses to the extent only that the cost of such service does not exceed the competitive cost of such service had such service been rendered by an outside consultant.

The statement required to be delivered to Tenant summarizing operating expenses and real estate taxes shall contain reasonable detail and support for the amounts payable by Tenant, and Tenant shall have the right, upon reasonable prior notice given to Landlord within 30 days of receipt of said statement, to audit or otherwise review Landlord's books and records relating to operating expenses and real estate taxes for that calendar year, in order to determine compliance with operating expenses and real estate taxes provisions of this

Lease. Monthly operating expenses and real estate taxes are estimated to increase beyond the base year of the Lease by the amount of \$ 55 .

8. UTILITIES:

TENANT shall pay, as they become due, all bills for electricity, air conditioning expense, heat, oil, natural gas, water and sewer and other utilities that are furnished to the leased premises and presently separately metered and for TENANT's lighting, bulbs and other utility supplies. Tenant shall also be responsible for all charges for telephone and other communication systems used at and supplied to the leased premises and all bills for janitorial services for the leased premises which TENANT shall be responsible for coordinating.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the prior written consent of LANDLORD.

Air conditioning and heating units servicing only the leased premises are to be provided by Landlord as part of the leased premises and installed by the Lease Commencement Date. These units are to be configured in such a way that Tenant shall have the ability to control heat and air conditioning to the leased premises and shall have such capacities that the leased premises may be maintained at heating and cooling levels appropriate for Tenant's operations 24 hours a day. Landlord acknowledges that Tenant's operations require not only the foregoing heating and cooling ability but also access for Tenant and Tenant's employees to the leased premises during normal business hours, after-hours and during weekends and holidays, and Landlord agrees to reasonably cooperate with Tenant in accommodating such access.

9. USE OF LEASED PREMISES:

TENANT shall use the leased premises primarily for the purpose of operating a Café and Catering company and Community Supported Kitchen.

Tenant shall also have the right to hold rotating art shows and presentations in the leased premises. Tenant will be responsible to obtain any local, State or other permits required to hold such assemblies. In addition, Landlord hereby acknowledges that the leased premises may also be used for the operation of Momentum's business, including the operation of a baking and creative arts program for adults with intellectual disabilities, pursuant to the terms and conditions of the "Momentum Sublease" defined in Section 11 below and attached to the main body of the Commercial Lease as Exhibit D.

10. KITCHEN EQUIPMENT

Landlord and Tenant hereby acknowledge and agree that Landlord's Kitchen Equipment is leased to Tenant "as is," "where is" in used condition, and with certain defects which are specifically identified on Exhibit A. Prior to taking occupancy, Tenant shall inspect the Kitchen Equipment and verify that the equipment is in good working order and suitable for its intended use. Any equipment deemed not suitable by the Tenant shall be removed by Landlord at Landlord's expense. Tenant shall maintain Landlord's Kitchen Equipment and

Tenant shall be liable to Landlord for damage to Landlord's Kitchen Equipment if such damage is caused by Tenant's negligence or intentional abuse of the same. Upon the expiration of the term of the Lease, Tenant shall return Landlord's Kitchen Equipment to Landlord in the same condition as it existed on the date hereof, reasonable wear and tear excepted. Notwithstanding anything else to the contrary herein, Tenant shall have the right to replace Landlord's Kitchen Equipment and to install or place in or upon the leased premises additional machinery, equipment, trade fixtures, furnishings, goods, wares, chattels, implements, tools, or any other personal property necessary for the operation of Tenant's business ("Tenant's Personal Property"). Tenant's Personal Property shall at all times remain the property of Tenant and shall be removed by Tenant at the expiration of the term of the Lease; provided that all damage or defacement of the leased premises caused by such removal is repaired by the Tenant to the reasonable satisfaction of the Landlord and Tenant shall be liable for any additional costs incurred by Landlord in placing the leased premises in the condition in which they were at the time of rental to Tenant. If Tenant does not remove Tenant's Personal Property from the leased premises within 30 days of termination of this Lease, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the leased premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Tenant's Personal Property as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

11. COMPLIANCE  
WITH LAWS:

TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches.

TENANT is responsible for securing and maintaining all necessary permits and approvals for its use of the demised premises. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease, which shall not be

unreasonably withheld and performed in compliance with all applicable state and municipal building codes and ordinances.

12. MAINTENANCE

A. TENANT'S

OBLIGATIONS:

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time TENANT holds any part of said premises to keep the leased premises, all plumbing, electrical and mechanical systems and fixtures, including all utility service components, and all wiring that serve only the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, TENANT covenants to keep all plate glass windows of the leased premises in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S

OBLIGATIONS:

LANDLORD agrees to maintain and repair the roof, exterior walls and structure, and all plumbing, electrical and mechanical systems and fixtures, including all utility service components, and all wiring serving the common areas of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

Landlord agrees to keep and maintain (including without limit, snowplowing, sanding and ice removal) in good condition and to no less than the standard of other similar buildings in the neighborhood, the parking, accessways, landscaping and common areas of the property of which the leased premises are a part.

13. ALTERATIONS-  
ADDITIONS:

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerals or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD, which shall not be unreasonably withheld, conditioned or delayed. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of an such lien attaching by reason of the conduct of TENANT to immediately pay and remove 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 or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof. TENANT agrees to complete the TENANT'S work described on Exhibit B attached hereto. TENANT agrees to submit for LANDLORD'S approval, prior to the commencement of any of TENANT'S

work, plans and specifications for each item of TENANT'S work, and TENANT may not commence work on any such item without LANDLORD'S approval.

**SIGNAGE**

Landlord, at its sole cost and expense, shall provide electricity for Tenant's sign which shall be located on the front of the building of which the leased premises are a part. Landlord shall also, at its sole cost and expense, install signs in front of each of Tenant's five (5) parking spaces, which signs shall indicate that said parking spaces are for the exclusive use of Tenant and Tenant's employees, invitees and customers.

Except for the foregoing responsibilities of Landlord, TENANT shall be solely responsible for its signage. Design and location of signage requires the prior written approval of LANDLORD, which shall not be unreasonably withheld, conditioned or delayed. All signage shall conform to state and local ordinances and to any standards established by LANDLORD for the property.

**14. ASSIGNMENT-  
SUBLEASING:**

TENANT shall not by operation of Law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to Tenant's subleasing of the leased premises to Momentum, a Maine corporation, pursuant to the terms and conditions set forth in the sublease attached to the main body of the Commercial Lease as Exhibit D and made a part hereof (the "Momentum Sublease"). In any case where LANDLORD consents to such assignment or subletting, including, without limitation, the Momentum Sublease, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of substantially all of the assets or the sale of a controlling interest of a corporate TENANT or the change of a general partner of a partnership TENANT constitutes an assignment of this Lease.

**15. SUBORDINATION  
AND QUIET  
ENJOYMENT:**

This Lease shall be subject and subordinate to any and all mortgages, and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

**16. LANDLORD'S  
ACCESS:**

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time



within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part.

Except in case of emergency, Landlord shall enter the leased premises only during business hours and after prior notice which is reasonable under the circumstances, twenty four (24) hour notice being considered reasonable except in the case of emergencies; provided, however, that Tenant's business operations shall not intentionally be adversely affected or disturbed by any entry by Landlord, Landlord agreeing to use commercially reasonable efforts to minimize disruption and disturbance of Tenant's operations at the leased premises in any entry to the leased premises.

17. INDEMNIFICATION AND LIABILITY:

TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

Landlord shall save, indemnify and hold harmless Tenant from all loss and damage, including but not limited to reasonable attorney's fees and costs, in instituting, prosecuting or defending any action or proceeding, to any person or property caused by anything occurring on the leased premises and caused by the gross negligence Landlord or its agents and servants.

18. TENANT'S  
LIABILITY  
INSURANCE:

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and LANDLORD'S Kitchen Equipment and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

19. FIRE CASUALTY-  
EMINENT  
DOMAIN:

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore and the Landlord shall complete such restoration within one hundred eighty (180) days from the date of such casualty (the "restoration period") or the Tenant shall have the right to terminate this Lease upon notice to the Landlord given within fifteen (15) days of the expiration of the restoration period and prior to completion of such restoration. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

20. DEFAULT AND  
BANKRUPTCY:

In the event that:  
(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof, or

- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof, or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

Landlord hereby agrees to use commercially reasonable efforts to re-let the leased premises and to mitigate any damages in the event of a default by Tenant. If Landlord fails to perform of any of Landlord's obligations under this Lease including, but not limited to, the performance of required repairs, construction, replacements or maintenance, then upon such oral or written notice as is practical in the circumstances in the case of emergency, and in any other case only if such failure continues after the expiration of thirty (30) days from the date Tenant gives Landlord notice of such failure or, if such cure cannot reasonably be made within such thirty (30) days, such longer period beyond thirty (30) days as is reasonably necessary so long as Landlord promptly commences and thereafter diligently prosecutes such cure, Tenant may, in its discretion, elect to perform such obligation on Landlord's behalf and the reasonable cost incurred thereby shall be billed to and paid for by Landlord within ten (10) days after written demand therefore. In exercising such self-help right, Tenant shall: (i) take only such action, and no more action than, is reasonably necessary to eliminate the emergency or the default in question; (ii) perform such cure at a reasonable and competitive cost and expense; and (iii) use commercially reasonable efforts to minimize interference with the rights of other tenants to use their respective premises. If the cure activity will in any way affect the building's electrical,

plumbing or mechanical systems, the structural integrity of the building or the roof of the building, then Tenant shall use only those contractors used by Landlord that work on the building systems or structure.

21. NOTICE: All notices from Landlord to Tenant hereunder shall be mailed to the Tenant at the leased premises, with a copy to Hawley R. Strait, Esq., Bernstein Shur, 100 Middle Street, P.O. Box 9729, Portland, ME 04104-5029. Any notice from Tenant to Landlord hereof shall be sent to Landlord at the following address: 477 Congress Street Suite 1012, Portland Maine 04101. All notices required to be given under this Lease shall be made in writing; oral notice shall be ineffective for all purposes. Written notice shall have been delivered duly served if hand delivered or mailed by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth above. Any notice given shall be deemed received upon actual receipt or upon rejection of or failure to accept delivery.
22. SURRENDER: TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises in good repair and "broom clean" and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
23. HAZARDOUS MATERIALS: TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc.,

designated by such terms under any laws, ordinances or regulations, whether federal state or local.

24. LIMITATION OF LIABILITY: TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions 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 LANDLORD.
25. LANDLORD DEFAULT : LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
26. WAIVER OF DEFAULT : No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
27. SUCCESSORS DEFAULT: The covenants and agreements of 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, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
28. HOLDOVER: If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for rent, which shall be increased to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to such termination. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over. This provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering damages, other than consequential damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.
29. JURY TRIAL WAIVER: NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY,

AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

30. MISCELLANEOUS: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

In any case where Landlord's consent is required under the Lease, Landlord's consent shall not be unreasonably withheld, conditioned or delayed.

Each party agrees to have included in each of its insurance policies a waiver of the insurer's right of subrogation against the other party during the Lease term and Landlord and Tenant each hereby releases the other party, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party, for loss, damage or destruction with respect to its property occurring during the term of this Lease to the extent to which it is, or is required to be insured under a policy or policies containing a waiver of subrogation or permission to release liability.

31. BROKERAGE: NAI The Dunham Group represents LANDLORD in this transaction and Keller Williams represent TENANT in this transaction. Both Brokers shall be paid in accordance with a separate listing agreement between LANDLORD and NAI The Dunham Group.

Handwritten initials: "AV VT" and "BA 1".

32. LANDLORD'S WORK:

LANDLORD agrees to complete the work described on Exhibit C ("Landlord's Work") at its sole cost and expense, to be complete by the dates set forth on Exhibit C.

Handwritten notes: "plus 2 A1.01 - BA 1"

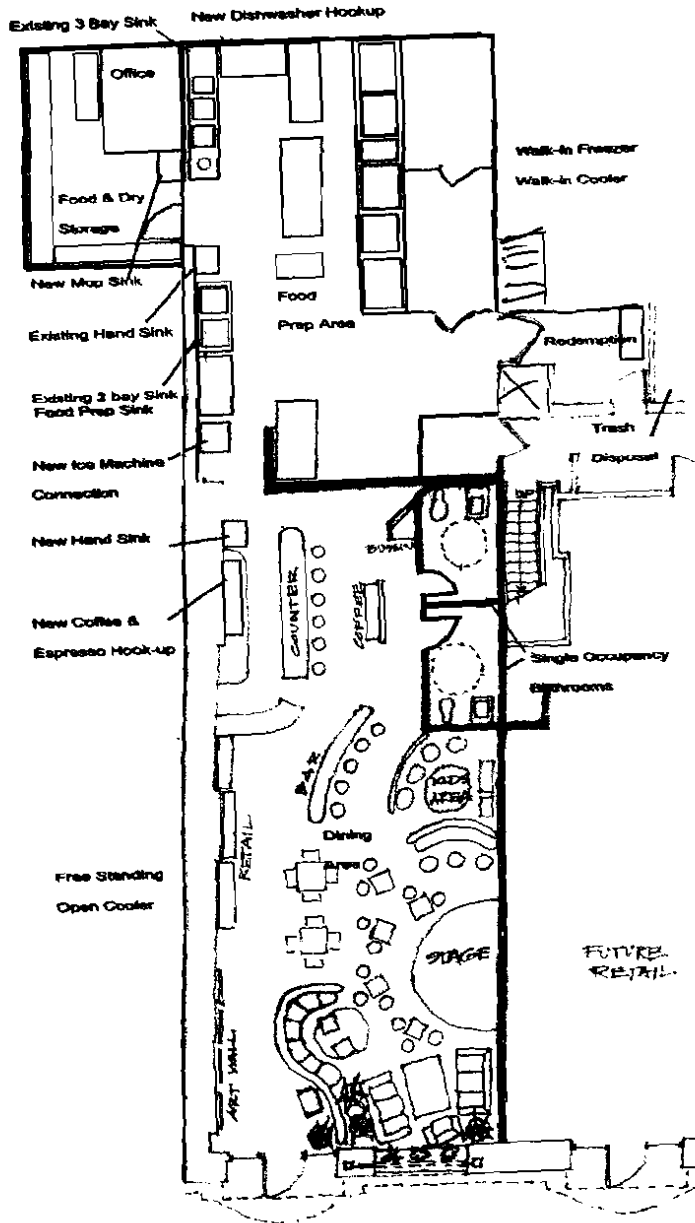
Landlord agrees to diligently perform to completion the construction and installation of the improvements and installations described in Exhibit C attached hereto and the plans and specifications for Landlord's Work, in accordance with the terms of the Lease. All of Landlord's Work shall be conducted at Landlord's sole cost and expense and in a good and workmanlike manner and all of such work and improvements shall comply with all applicable laws, ordinances and codes. The parties acknowledge that Tenant may make minor changes and adjustments to the plans and specifications in consultation with Landlord. Landlord agrees after completion of Landlord's Work to promptly correct any "punch list" items identified by Tenant as failing to substantially conform to the plans or specifications, provided that such identification is made in writing within ten (10) days of completion of Landlord's Work. In no event shall Tenant be liable to perform any work or make any improvements that are part of Landlord's Work or are part of Landlord's maintenance obligations under the Lease, including without limit any repairs or maintenance to structural portions of the leased premises.

33. FORCE MAJEURE: Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, delays caused directly by Tenant or its agents, employees and invitees, or any other cause beyond the reasonable control of Landlord.

34. NON-DISTURBANCE AGREEMENT

Landlord has no current lender with a mortgage upon the property. Landlord agrees, upon reasonable request of Tenant, to obtain from any future lender a non-disturbance agreement containing the agreement of such lender that Tenant's rights under this Lease shall not be disturbed by such lender in the event of foreclosure or in the event such lender comes into possession or ownership of Landlord's interest in the leased premises, unless Tenant is in terminable default.

[Signature page follows.]



LOCAL SPECIALTY  
 CAFE 1/8" = 1'-0"

RECEIVED

FEB 12 2010

Dept. of Planning and Development



Exhibit A

Landlord's Kitchen Equipment

1. Hobart H-600T Mixer (to be tested by Tenant; currently missing bowl and attachments)
2. Blodgett Mark V Convection Oven (to be tested by Tenant)
3. Ember Glo 31F Grill
4. Vulcan 4 Burner Stove, Oven and Salamander Broiler (4 burners work; oven has no controls and does not work; salamander is not hooked up)
5. Market Forge Tilting Skillet (to be tested by Tenant)
6. Market Forge Convection Steamer and Steam Kettle (to be tested by Tenant)
7. Hobart Heating Cabinet (to be tested by Tenant)
8. ISE Garbage Disposal (to be tested by Tenant)
9. Hobart Meat Cheese Slicer(to be tested by Tenant)
10. Two Bay Sink (to be tested by Tenant)
11. 3 Bay Sink with Hose Sprayer (to be tested by Tenant)
12. Manitovoc Ice Machine (to be tested by Tenant)
13. Hood System (to be tested by Tenant)
14. Walk-in Cooler and Freezer (to be tested by Tenant)
15. Sandwich Cooler (to be tested by Tenant)
16. Flat Grill (to be tested by Tenant)
17. Stainless Steel table on West side of space
18. 7' X 3' Stainless steel table
19. Market Forge stainless steel soup maker (to be tested by Tenant)
20. Pitco Frialator (to be tested by Tenant)
21. 3' X 7' Center stainless steel work table with pot hooks
22. 4 Sections of 6' high wire shelving
23. Cooling racks

Exhibit B

Tenant's Work

1. Install beer taps behind counter
2. Install front sign
3. Install door frame between rear entrance and main portion of leased premises
4. Install a counter and display area
5. Install a behind the counter work space
6. Construct a small stage in the front of the café space of the leased premises
7. Paint all walls
8. Install track and hanging lighting
9. Install shelves and storage in the kitchen
10. Construct two small offices in the storage room
11. Construct a small commercial dishwasher in the kitchen
12. Construct and install shelves for food retail in the café space of the leased premises
13. Construct and install an eating counter against the wall of the leased premises
14. SEE EXHIBIT LSC 1 - INTENT OF TENANT FOR  
TI WORK TO BE DONE *AJ UT*

Exhibit C

Landlord's Work

<u>Item</u>	<u>Date of Completion</u>
1. Install interior walls in the leased premises pursuant to the plans and specifications provided by Tenant	FEB 8, 2010
* 2. Install 2x4 parabolic lights in ACT ceiling	FEB 28 "
3. Install HVAC system and point of distribution for the leased premises	FEB 28 "
4. Install two (2) co-ed, handicapped accessible bathrooms	MARCH 8 "
5. Install front façade with entry doors and windows	MARCH 8 "
6. Clean concrete floor of leased premises	FEB 1 "
7. Clear access to loading dock	JAN 15 "
8. Remove fryolator from kitchen - that is not installed	JAN 15 " <i>AJ UF</i>
9. OWNER TO PROVIDE 6 DUPLEX OUTLETS AT INTERIOR PARTITIONS <i>AJ UF</i>	FEB 28
10. LANDLORD TO PROVIDE COST ESTIMATE FOR ITEMS AS DIRECTED BY TENANT. <i>2 WEEKS AFTER TENANT PROVIDES INSTRUCTIONS</i>	
* OWNER TO PROVIDE TENANT WITH PROOF OF (LANDLORD) COST OF LIGHTS. TENANT MAY CHOOSE TO USE WHATEVER TOTAL AMOUNT OF MONEY TOWARDS AN OPERATE (CHOICE) OF LIGHTING <i>AJ UF</i>	
11. LANDLORD TO ALLOW TENANT TO COMMENCE THEIR WORK & USE OF SPACE	JAN 15, 2010

# Addendum to Local Sprouts Cooperative Building Permit Application

3/3/2010

Local Sprouts Cooperative

649 Congress St. Portland, ME 04101

Planned Open Date: May 1, 2010

## Dimensions and Materials

1. Eating Counter 1
  - a. 8'x2'6"x3'6"
  - b. Made from Wood
  - c. Shelves and beer taps on backside of counter
2. Ordering Counter
  - a. 4'x3'x3'6"
  - b. Made from wood (supporting structure & countertop), infill of cob (clay, sand and straw) and glass mosaic.
  - c. Wooden shelves on backside of the counter
3. Prep Counter behind Eating and Ordering Counter
  - a. 6'x3'x3'
  - b. Wooden and counter top (tile or composite)
  - c. Shelves and Drawers underneath counter
4. Eating Counter 2
  - a. 8'x2'x3'6"
  - b. Made from wood
5. Kids Area
  - a. Side Wall 7'x2'6"x3'6"
  - b. Made from Wood
  - c. Shelves on both sides of wall
  - d. Easy open metal gate on kids area
  - e. Wooden posts with mosaic on either side of the gate
6. Bench in front of kids area
  - a. 6'2'6"x4"
  - b. Made from wood
  - c. 3-4 seats on the bench
7. Stage
  - a. Rounded: 8' diameter x 5'x1' tall
  - b. Made of Plywood, decorated with clay tiles
8. Booth
  - a. 9'x4'x4'6"
  - b. Made of wood and cob (clay, sand and straw)
  - c. Sculptural and mosaic elements
9. Dividing Wall Front
  - a. 6'x4'x1'
  - b. Made of wood and earthen plaster
  - c. Attached to booth
10. Half Dividing Wall Back
  - a. 6'x7'x1'
  - b. Made from Wood

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City of Portland Maine

- c. Freestanding
- 11. Office 1
  - a. 12'x8'x6"
  - b. Made from Wood and Drywall and Door
  - c. Connected to storage room studs
- 12. Office 2
  - a. 2 walls: 8'x7'x6", wall 2: 4.5'x7'x6"
  - b. Made from Wood and Drywall and Door
  - c. Connected to storage room studs and floor
- 13. Floors
  - a. Wooden floors
  - b. Tile Floors

**Access Ways**

- 14. Rear doors
  - a. There is 2 access points into the kitchen. One door opens to the interior hall of Congress St. The 2<sup>nd</sup> door opens to the loading dock and parking lot.
- 15. Front Door
  - a. Front door opens out onto Congress St with push bar.

**Projected Budget for our Renovations**

	<b>Projected Amount</b>
Paint	\$600
Floor	\$2000
Ordering Counter	\$100
Bar	\$200
Tables	\$200
Chairs	\$400
Booth	\$300
Behind Counter Work Area	\$800
Wall in Front of Bathroom	\$200
Kids Area	\$500
Eating Bar	\$200
Stage	\$200
Office/Storage Construction	\$500
Coffee Bussing Station	\$200
<b>TOTAL</b>	<b>\$6400</b>

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 Dept. of Building Inspections  
 City of Portland Maine

*Electrical, HVAC and Plumbing Permits will be submitted by the landlord, Bayside Maine LLC.*

Gmail

Jonah Fertig <jonah.fertig@gmail.com>

**2 x 8 drawing** LOCAL SPROUTS CAFE 649 CONGRESS ST.

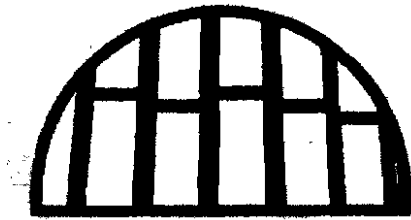
chris wright <primary\_address@yahoo.com>  
To: Jonah Fertig <jonah@localsproutscooperative.com>

Tue, Mar 16, 2010 at 8:32 AM

Jonah,

Here's the drawing looking down at the 2 x 8's ( cut down to height this stage finishes up at 7") they are spaced at 16" and have a back 2x8 and 1' 1/2" of plywood wrapped around the front. This is framed out just like any floor, has cross bracing.

Chris

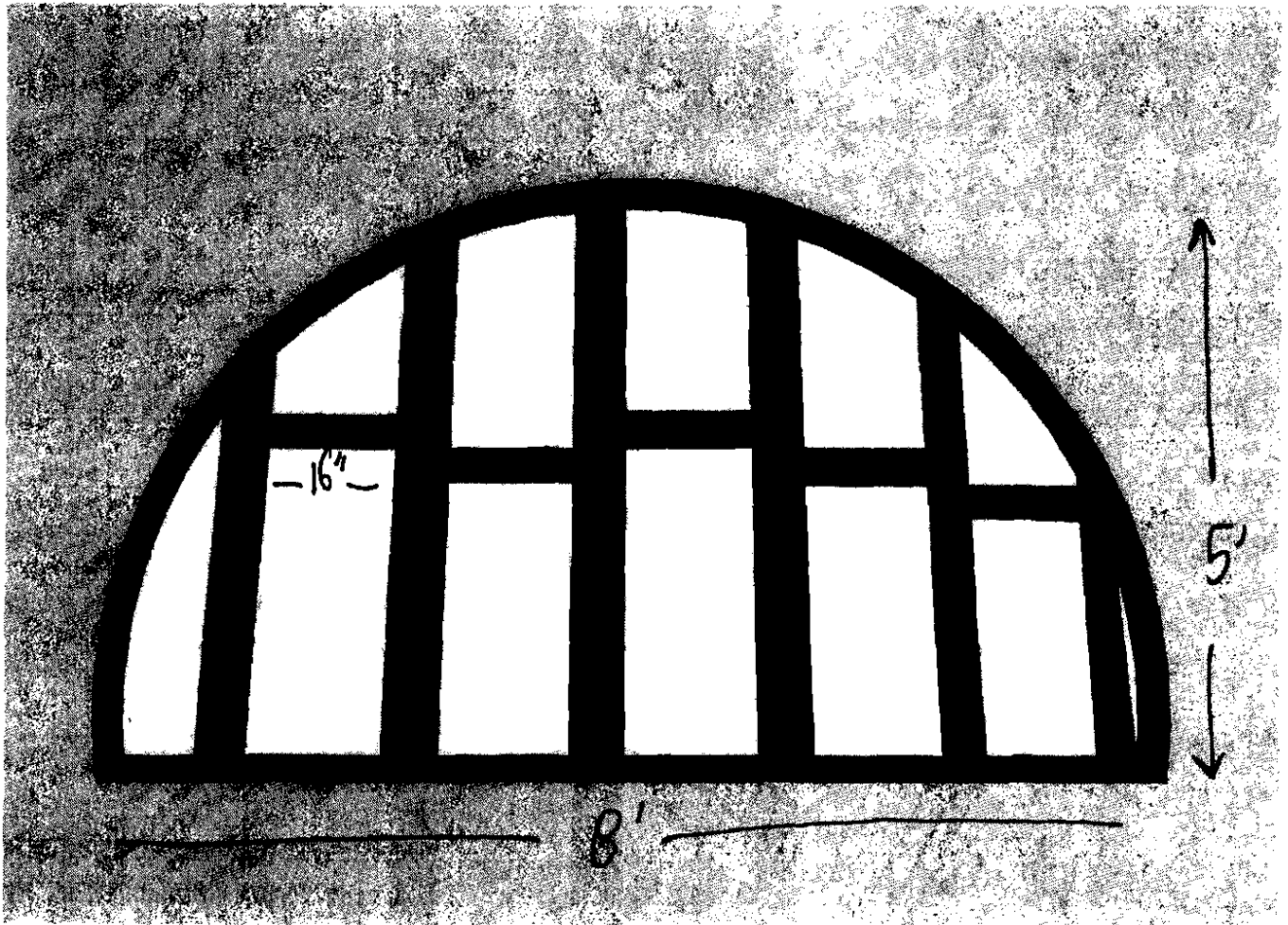


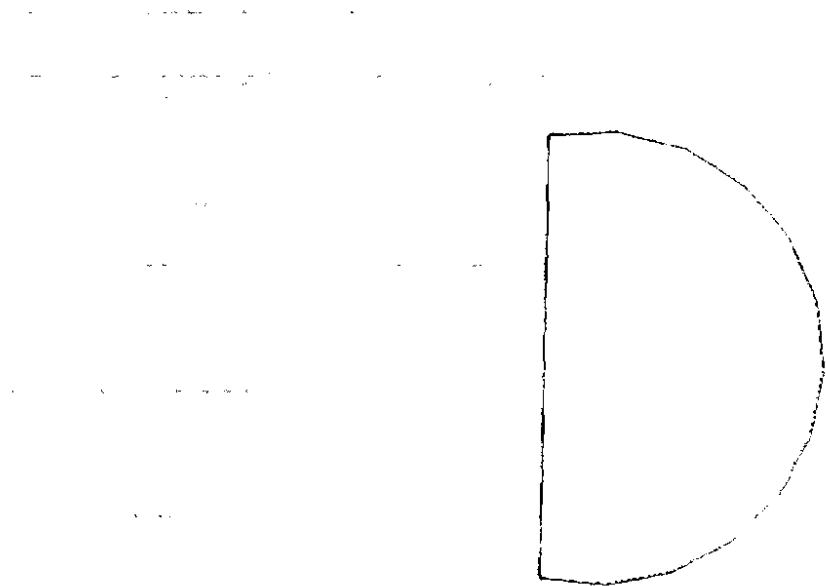
Local Sprouts 5.jpg  
91K

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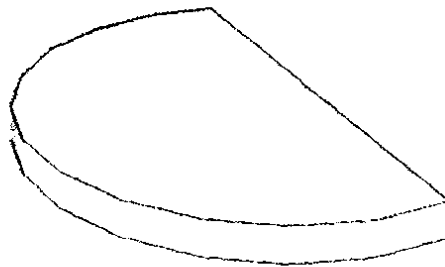
MAR 17 2010

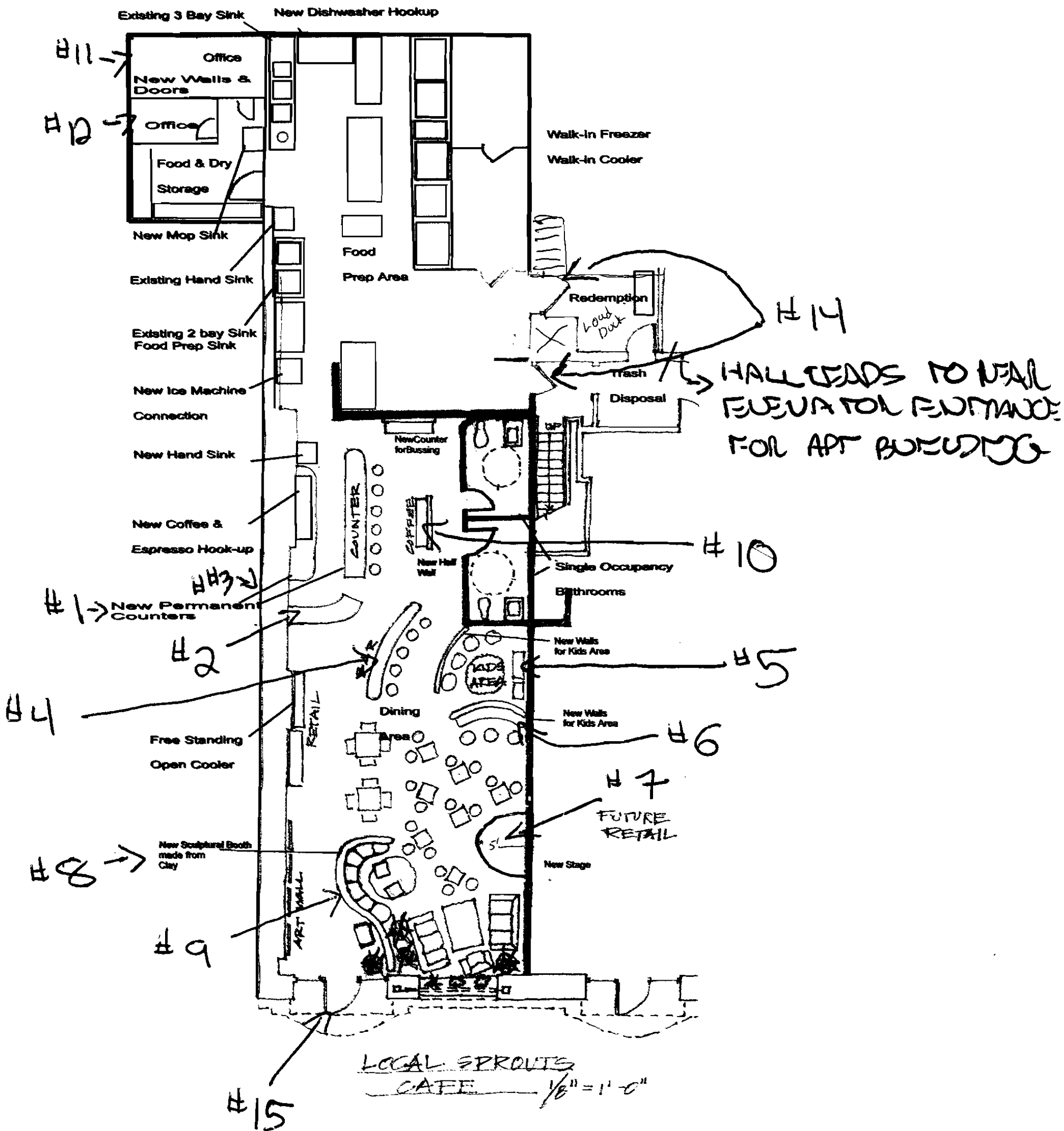
Dept. of Building Inspections  
City of Portland Maine











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City of Portland Maine

FEB 12 2010

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**CMS**

CMS Architecture  
 Architecture  
 Space Planning  
 Value Design

631 Commercial Avenue  
 Portland, ME 04101  
 Phone: (407)761-4111  
 Fax: (407)761-4010  
 www.cmsarch.com

**BAYSIDE MAINE LLC.**  
 47 CONGRESS ST.  
 SUITE 102  
 PORTLAND, ME 04101

**shinberg**  
 CONSULTING, LLC

Owner  
 Development Consultant

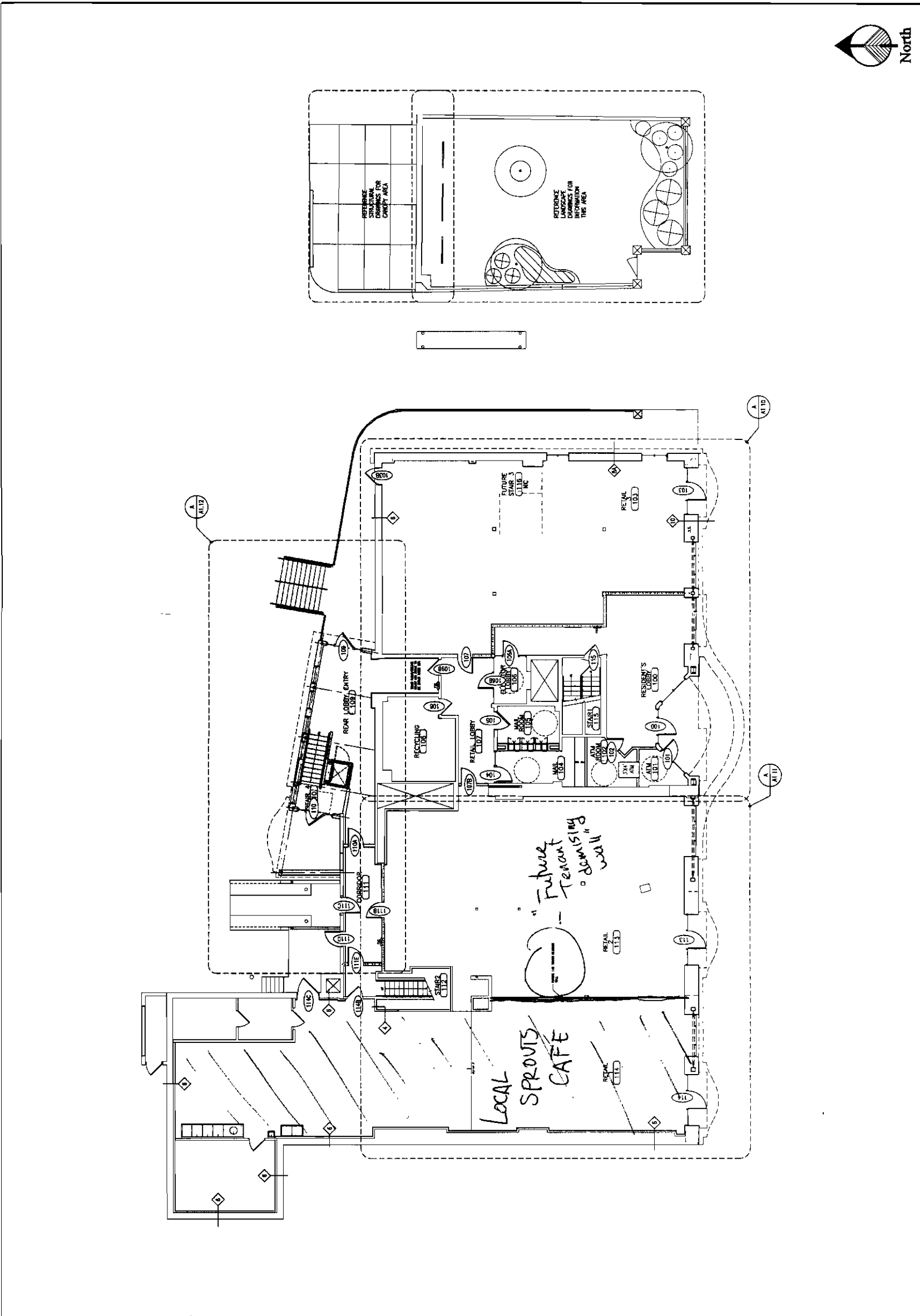
**RENOVATIONS TO  
 845 CONGRESS ST.**  
 PORTLAND, ME 04101

Project No: 28.05  
 Drawing Title

**FIRST FLOOR PLAN**

Scale: AS NOTED  
 Date: 3/1/09  
 Revision:   
 ADDRESS NO. 1492209

Drawing Number  
**A1.01**



**A** FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

ISSUED FOR BIDDING AND PERMITTING

Prepared for Owner:  
**BAVDEE MILNE, LLC**  
477 CONGRESS STREET, SUITE 1012  
PORTLAND, MAINE 04101  
Tel: (207) 774-7470  
Fax: (207) 774-7470  
Contract: 09-18-00000

Prepared by:  
**Mitchell & Associates**  
LANDSCAPE ARCHITECTS  
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**CWS**  
ARCHITECTS  
250 BROADWAY, SUITE 200  
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**shinberg**  
GENERALIST, LLC  
100 BROADWAY, SUITE 200  
PORTLAND, MAINE 04101  
Tel: (207) 774-7470  
Fax: (207) 774-7470

**CASCO BAY**  
ENGINEERING  
100 BROADWAY, SUITE 200  
PORTLAND, MAINE 04101  
Tel: (207) 774-7470  
Fax: (207) 774-7470

# 645 CONGRESS STREET 645 Congress Street Portland, Maine

**DATE:** MAY 27, 2009  
**ISSUED FOR:** BIDDING & PERMITTING  
**REVISIONS:** BY: [Redacted] DATE: [Redacted] REASON: [Redacted]  
**THEM:** LAYOUT AND LIGHTING PLAN  
**SCALE:** 1"=30'

- GENERAL NOTES:**
- SITE AREA: 72,599 SF OR 1.67 ACRES
  - OWNER: BAVDEE MILNE, LLC  
477 CONGRESS STREET, SUITE 1012  
PORTLAND, MAINE 04101
  - ZONING DISTRICTS: ALONG CONGRESS STREET, "B1" - DOWNTOWN BUSINESS ZONE OVERLAY AND "PD" - PEDESTRIAN ACTIVITIES DISTRICT ALONG DEERING STREET, "R6" - RESIDENTIAL
  - SPACE AND BULK STANDARDS:  
B1 - DOWNTOWN BUSINESS ZONE  
MINIMUM LOT SIZE (RESIDENTIAL): 12,000 SF (OVER 4)  
MINIMUM LOT PER DWELLING UNIT: 40 FEET  
MINIMUM STREET FRONTAGE: 10 FEET (5 STORES)  
MINIMUM REAR YARD SETBACK: 10 FEET  
MINIMUM SIDE YARD SETBACK: 10 FEET  
MINIMUM LOT WIDTH: 50 FEET  
MAXIMUM STRUCTURE HEIGHT: 30 FEET (LESS THAN 20 UNITS)  
20% (LESS THAN 20 UNITS)  
OFF-STREET PARKING REQUIREMENTS:  
REQUIRED: NO OFF-STREET PARKING REQUIRED FOR CHANGES IN USE.  
RESIDENTIAL - ONE (1) SPACE/DWELLING UNIT. RETAIL STORES - ONE (1) SPACE FOR EACH TWO HUNDRED (200) SF OF FIRST FLOOR AREA IN EXCESS OF TWO THOUSAND (2,000) SF NOT USED FOR BULK STORAGE.  
REQUIRED DWELLING UNITS (56 DWELLING UNITS)  
50% PUBLIC TRANSPORTATION USERS (16 UNITS) = 0 SPACES  
FOR THESE VEHICLES (40 UNITS) = 40 SPACES  
RETAIL (16,000 SF - 2,000 SF = 14,000 SF / 200 SF) = 70 SPACES  
PROPOSED: 75 SPACES (15 COMPACT, 3 ACCESSIBLE, & 58 SMOOTHER)
  - OFF-STREET PARKING: 1 BAY (5,000-40,000 SF GROSS FLOOR AREA)  
REQUIRED: 1 BAY  
PROPOSED: 1 BAY
  - BIKE PARKING: 2 SPACES/DWELLING UNITS = 24 BIKE SPACES  
RETAIL: 2 SPACES/10 VEHICLE SPACES UP TO 100 = 8 SPACES  
PROPOSED: 30 SPACES (ON SITE), 8 SPACES (ON CONGRESS STREET)
- | QTY | SYMBOL | MANUFACTURER  | PART                                |
|-----|--------|---------------|-------------------------------------|
| 1   | A3-20  | SPALLING POLE | SS50-40-1-1-08 (DRILLED FOR KM 154) |
| 2   | A4-16  | SPALLING POLE | SS16-40-1-1-08 (DRILLED FOR KM 154) |
| 3   | A5-18  | SPALLING POLE | SS18-40-1-1-08 (DRILLED FOR KM 154) |
| 3   | A6-20  | SPALLING POLE | SS20-40-1-1-08 (DRILLED FOR KM 154) |
| 5   | N04    | KIM           | WD100X/150PH/06                     |
- LEGEND:**
- | EXISTING               | PROPOSED |
|------------------------|----------|
| IRON PIPE OR ROD FOUND | ●        |
| WATER VALVE            | ○        |
| HYDRANT                | ⊙        |
| UTILITY POLE           | ⊛        |
| LIGHT POLE             | ⊜        |
| MANHOLE                | ⊞        |
| CATCH BASIN            | ⊠        |
| SIGN                   | ⊡        |
| GAS METER              | ⊢        |
| PARKING METER          | ⊣        |
| COMPACT PARKING SPACE  | □        |

