

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND

## BUILDING INSPECTION

# PERMIT

Permit Number: 100164

Please Read Application And Notes, If Any, Attached

This is to certify that BAYSIDE MAINE LLC/TBD

has permission to Tenant fit up to use restaurant kitchen as bakery also erect wall to create office in back

AT 645 CONGRESS ST CHL 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 closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. [Signature]

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name CITY OF PORTLAND

PERMIT ISSUED

MAR 29 2010

[Signature] 3/15/10

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: 10-0164	Issue Date:	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:	Contractor Name: TBD	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-3/R6

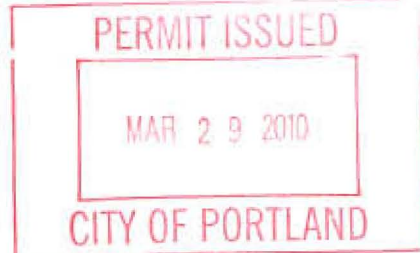
Past Use: Vacant Space - first floor, left side (#649)	Proposed Use: Commercial - Bakery - connected to permit #10-0130 - restaurant (Local Sprouts Cafe) - Tenant fit-up to use restaurant kitchen as bakery also "Bamb Digjity Bakery"	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 2	
Proposed Project Description: Tenant fit-up to use restaurant kitchen as bakery also - erect wall to create office in back		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: B OL less than 50 Type: 3B IBC-2003 Signature: JMB 3/15/10		

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: ldobson	Date Applied For: 02/23/2010	<b>Zoning Approval</b>		
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: 2/25/10 JMB	Date: _____	Date: Any exterior work requires a separate review & approval thru historic preservation.



### 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

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

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

<b>Permit No:</b> 10-0164	<b>Date Applied For:</b> 02/23/2010	<b>CBL:</b> 046 D022001
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<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>	<b>Contractor Name:</b> TBD	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Commercial - Bakery - connected to permit #10-0130 - restaurant (Local Sprouts Cafe") - Tenant fit-up to use restaurant kitchen as bakery also - "Bomb Diggity Bakery"	<b>Proposed Project Description:</b> Tenant fit-up to use restaurant kitchen as bakery also - erect wall to create office in back
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 02/25/2010

**Note:** Local Sprouts Cafe will sell the goods from the bakery.

**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) 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:** 03/15/2010

**Note:**

**Ok to Issue:**

- 1) This is a Change of Use ONLY permit. It does NOT authorize any construction activities. Associated work is on permit #10-0130.
- 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 and for shared use kitchens.
- 4) 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:** Capt Keith Gautreau      **Approval Date:** 03/02/2010

**Note:**

**Ok to Issue:**

- 1) Space is single means of egress, occupant load will be restricted to 49.
- 2) A single source supplier should be used for all through penetrations.
- 3) System acceptance and commissioning must be co-ordinated with alarm and suppression system contractors and the Fire Department. Call 874-8703 to schedule.
- 4) The fire alarm system shall comply with the City of Portland Standard for Signaling Systems for the Protection of Life and Property. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department.
- 5) Installation of a Fire Alarm system requires a Knox Box to be installed per city ordinance
- 6) All construction shall comply with NFPA 1 and 101.

## **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   **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.**



# 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>649 Congress Street</u>		
Total Square Footage of Proposed Structure/Area <u>3,000</u>	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>46 D 22</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Momentum/Bomb Diggity Bakery</u> Address <u>1059 Meadow Rd</u> City, State & Zip <u>Casco, ME 04015</u>	Telephone: <u>207 627 2267</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Bayside Maine LLC</u> Address <u>477 Congress St</u> City, State & Zip <u>Ste 1012 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 bakery affiliated with Local Sprouts Cafe</u> Is property part of a subdivision? <input checked="" type="checkbox"/> Yes, please name _____ Project description: <u>tenant fit-up to share kitchen use space as restaurant + bakery</u>		
Contractor's name: <u>to be determined</u>		
Address: _____		
City, State & Zip _____		Telephone: _____
Who should we contact when the permit is ready: <u>Dennis Strait</u>		Telephone: <u>207 712 7889</u>
Mailing address: <u>1059 Meadow Rd Casco, ME 04015</u>		

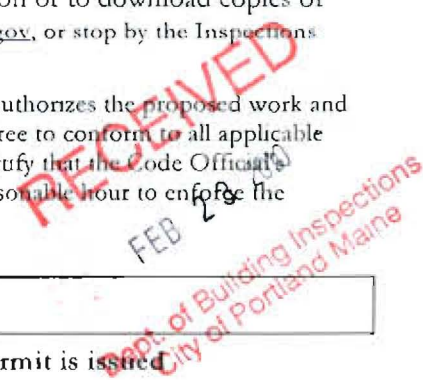
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

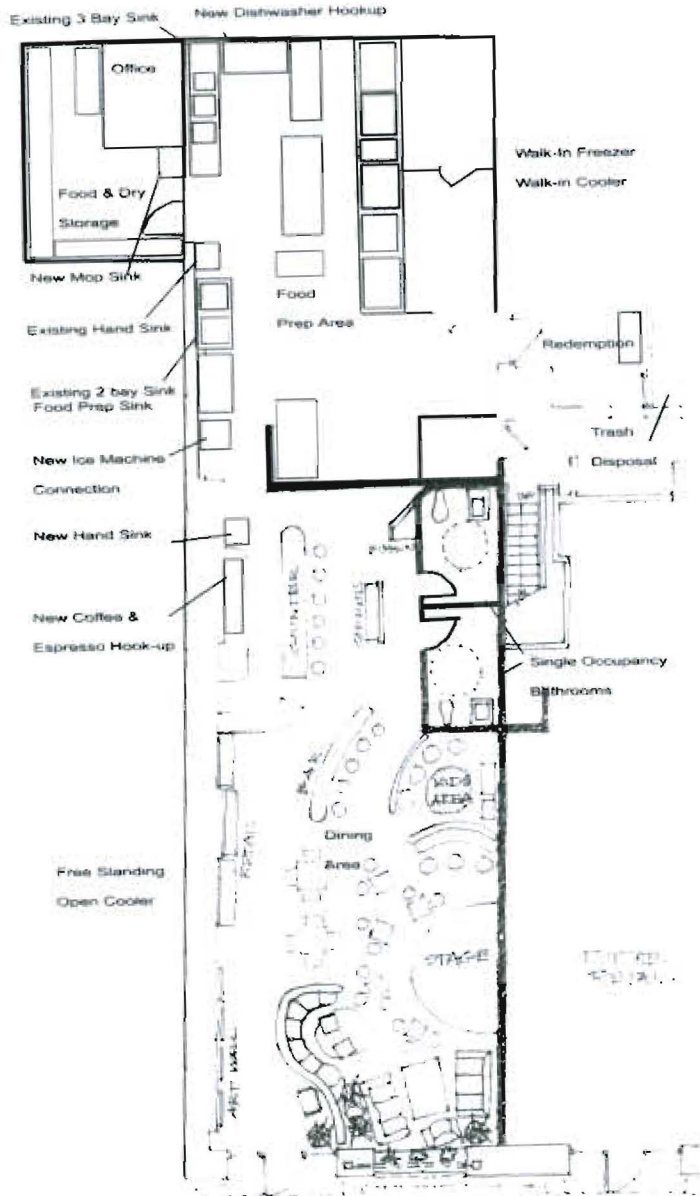
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](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 authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 2/22/10

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





DATE: 11/15/2011  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]

SUBLEASE

THIS SUBLEASE is made and entered into this 10<sup>th</sup> day of FEBRUARY, 2010 by and between Local Sprouts Cooperative, a Maine cooperative corporation ("Landlord") and Momentum, a Maine corporation ("Tenant").

I. BASIC LEASE PROVISIONS.

- A. Property Address: 649 Congress Street, Portland, Maine 04101.
- B. Tenant's Address until the Commencement Date: 913 Meadow Road, Casco, Maine 04015; thereafter, the Premises.
- C. Landlord's Address (for notices): 649 CONGRESS ST. PORTLAND, ME 04101.
- D. Prime Landlord: Bayside Maine, LLC, a Maine limited liability company.
- E. Prime Landlord's Address (for notices): 477 Congress Street, Suite 1012, Portland, ME 04101
- F. Identification of Prime Lease: Attached hereto as Exhibit A
- G. Sublease Term: One (1) year.
- H. Commencement Date (subject to change as specified in Section 4 or Section 5 hereof): The date that is the later of January 1, 2010 or the date upon which (i) Prime Landlord shall have completed Prime Landlord's work in accordance with the Prime Lease and to the reasonable satisfaction of Landlord and (ii) Prime Landlord shall have obtained and delivered to Landlord a permanent Certificate of Occupancy permitting the use and occupancy of the premises leased by Landlord in accordance with the Prime Lease.
- I. Expiration Date: The earlier of one (1) year from the Commencement Date or termination of the Prime Lease.
- J. Base Rent: Eighteen Thousand Six Hundred (\$18,600.00) per annum.
- K. Payee of Rent: Landlord.
- L. Address for Payment of Rent: 649 CONGRESS ST. PORTLAND, ME 04101

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- M. Sublease Share: Fifty percent (50%).
- N. Description of Premises: A portion of the first floor premises leased by Landlord pursuant to the Prime Lease, including a portion of the "café" area, a workspace in the kitchen and an office in the storage room adjacent to the kitchen, provided, however, that at all times Tenant's access and use of the Premises shall be shared equally with Landlord.
- O. Security Deposit: One Thousand Five Hundred Fifty (\$1,550.00).
- P. Tenant's Use: Operation of a baking and creative arts program for adults with intellectual disabilities.

2. PRIME LEASE. Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in Section 1(F).

3. SUBLEASE. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in Section 1(N) (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") described in Section 1(A).

4. TERM. Subject to Section 5, the term of this Sublease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") specified in Section 1(H). The Term shall expire on the date ("Expiration Date") specified in Section 1(I), unless sooner terminated as otherwise provided elsewhere in the Sublease.

5. POSSESSION. Landlord agrees to deliver possession of the Premises on or before the date specified in Section I(H) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. TENANT'S USE. The Premises shall be used and occupied only for the Tenant's Use set forth in Section I (P).

7. RENT. Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in Section I (J) to the Payee specified in Section I (K), at the address specified in Section I (L), or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent", and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent". Tenant's covenant to pay Rent shall be independent of every other covenant in this Sublease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. ADDITIONAL RENT.

A. If and to the extent that Landlord is obligated to pay additional rent under the Prime Lease, whether such additional rent is to reimburse Prime Landlord for taxes, operating expenses, common area maintenance charges or other expenses incurred by the Prime Landlord in connection with the Property, Tenant shall pay to Landlord, the percentage of such additional rent (to the extent such additional rent is attributable to events occurring during the term of this Sublease) which is set forth in Section I(M) as the Sublease Share. Such payment shall be due from Tenant to Landlord no fewer than five (5) days prior to the date upon which Landlord's payment of such additional rent is due to the Prime Landlord, provided that Tenant shall have been billed therefor at least ten (10) days prior to such due date (which bill shall be accompanied by a copy of Prime Landlord's bill and other material furnished to Landlord in connection therewith).

Notwithstanding the foregoing, Landlord and Tenant hereby agree and acknowledge that all gas and electric utility consumption costs and charges incurred in connection with lighting and providing gas and electrical power to the Premises shall be divided equally between Landlord and Tenant. Landlord shall provide Tenant with a copy of the bill or other invoice furnished to Landlord for such gas and/or electric utility consumption at the Premises and Tenant shall, within fifteen (10) days of receipt, provide Landlord with its fifty percent (50%) share of the payment for such bill or invoice.

B. The Sublease Share provided for in Section I(M) is calculated by dividing the rentable area of the Premises by the rentable area of the premises leased by Prime Landlord to Landlord pursuant to the Prime Lease. In the event the rentable area of the Premises or the area of the premises leased pursuant to the Prime Lease shall be changed during the Term, then the Sublease Share shall be recalculated.

9. TENANT'S OBLIGATIONS. Tenant shall be responsible for, and shall pay all maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

10. QUIET ENJOYMENT. Subject to the Prime Lease and so long as Tenant is not in default, beyond applicable notice or cure period, in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord.

11. TENANT'S INSURANCE. Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord, in the manner required therein and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against Prime Landlord under the Prime Lease. Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease.

12. ASSIGNMENT OR SUBLETTING.



A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof; or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant, without the express written consent of Landlord, which consent will not be unreasonably withheld, delayed or conditioned.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in Section 9 hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall nonetheless be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease or the Prime Lease, or upon the termination of the Sublease or the Prime Lease or of the Tenant's or Landlord's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear". Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the explanation of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasion by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasion thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or

warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease for the purpose of removing its Alterations and restoring the Premises as required.

18. **REMOVAL OF TENANT'S PROPERTY.** Upon the expiration or termination of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the 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 Trade Fixtures as having been conveyed to Landlord with this Sublease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. **HOLDING OVER.** Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or the Prime Lease or after termination of this Sublease or the Prime Lease or of Tenant's right to possession in consequence of an Event of Default hereunder or of Landlord's right to possession of the Premises. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or the Prime Lease or Tenant's or Landlord's right to possession of the Premises, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. 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.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of non-payment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease Term.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

- A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or

hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section II of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

#### 24. REMEDIES.

A. Upon the occurrence of any one or more Events of Default, Landlord shall be entitled to all remedies available to Landlord at law and equity, including without limitation, the right to terminate this Sublease by notice to Tenant and/or to enforce all rights afforded to Landlord under the Forcible Entry and Detainer statute. In addition, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

B. Notwithstanding anything in this Sublease to the contrary, Landlord shall be entitled to all remedies available to Landlord at law and equity, including, without limitation, the remedy of Forcible Entry and Detainer. In addition, Tenant, for itself, and its heirs, successors, and assigns hereby knowingly, willingly, and voluntarily waives any and all rights such party 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 Sublease. Landlord and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the Maine District Court or a single justice of the Maine Superior Court, or a Federal District Court Judge sitting in the District of Maine.

25. SECURITY DEPOSIT. To secure the faithful performance by tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in Section I(O) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor

shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

26. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in Section I(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section I(C) or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier. Tenant may rely upon any notice, consent or approval given in writing by Landlord's agent or attorney.

27. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease;

B. Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Landlord shall not agree to an amendment to the Prime Lease which might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior written approval thereof.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord

excuses performance by Landlord, under the Prime Lease. Notwithstanding the foregoing, the parties contemplate that Prime Landlord shall, in fact, perform its obligations under the Prime Lease and in the event of any default or failure of such performance by Prime Landlord, Landlord agrees that it will, upon notice from Tenant, make demand upon Prime Landlord to perform its obligations under the Prime Lease and, provided that Tenant specifically agrees to pay all costs and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Prime Lease.

28. **ADDITIONAL SERVICES.** Landlord shall cooperate with Tenant to cause Prime Landlord to provide services required by Tenant in addition to those otherwise required to be provided by Prime Landlord under the Prime Lease. Tenant shall pay Prime Landlord's charge for such services promptly after having been billed therefor by Prime Landlord or by Landlord. If at any time a charge for such additional services is attributable to the use of such services both by Landlord and by Tenant, the cost thereof shall be equitably divided between Landlord and Tenant.

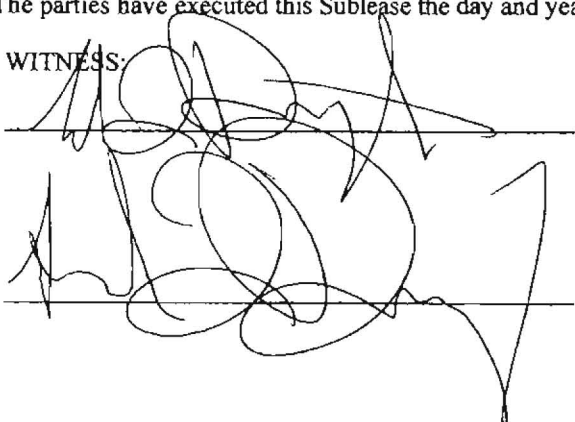
29. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-letting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in Section I(P) and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

30. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

31. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease 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.

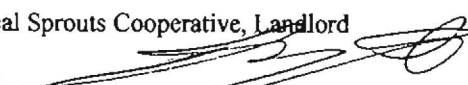
The parties have executed this Sublease the day and year first above written.

WITNESS:

Two handwritten signatures, one above the other, written over horizontal lines. The signatures are highly stylized and cursive.

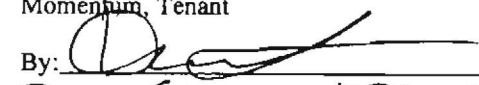
Local Sprouts Cooperative, Landlord

By:

  
JENAH FERTG, its PRESIDENT

Momentum, Tenant

By:

  
DENNIS STEWART, its Director

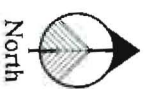
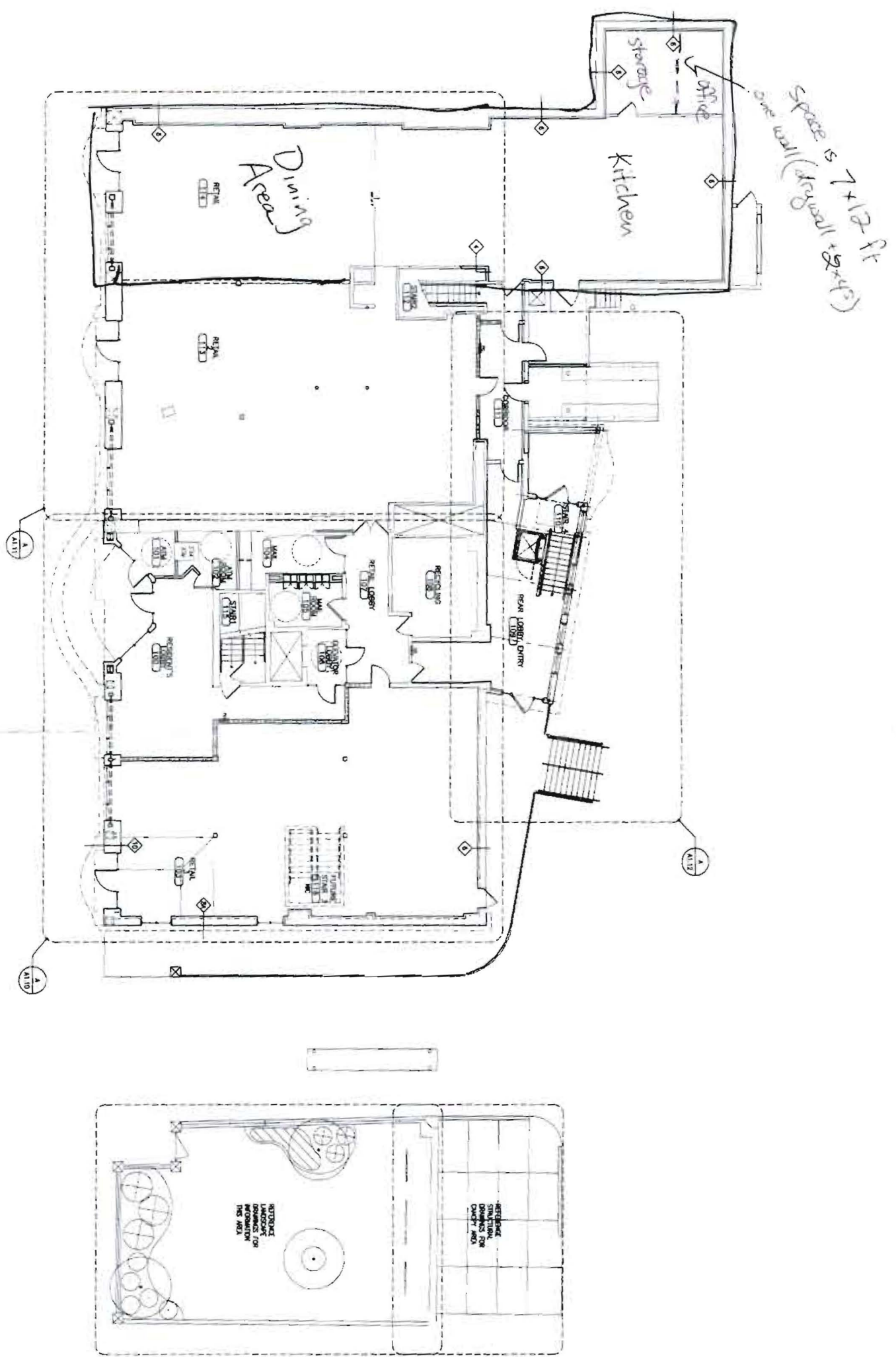
Seen and Accepted

The Prime Landlord is executing this Sublease to acknowledge its consent to the Sublease. By consenting to this Sublease, the Prime Landlord expressly reserves all of its rights as granted in the Prime Lease and shall not, by consenting, release Landlord of its obligations under the Prime Lease during the term of the Prime Lease.

Bayside Maine, LLC, Prime Landlord

By:  \_\_\_\_\_  
Greg Handoko its Manager

**A** FIRST FLOOR PLAN



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

ISSUED FOR BIDDING AND PERMITTING

<p>CWS Architects                  Architect                  Space Planning                  Value Design</p>	<p>400 Commercial Street                  Portland, ME 04101                  Phone: (207) 773-4400                  Fax: (207) 773-4411  <a href="http://www.cwsarch.com">www.cwsarch.com</a></p>		<p><input type="checkbox"/> Owner  <b>BAYSIDE MAINE LLC.</b>                  400 COMMERCIAL ST.                  PORTLAND, ME 04101</p>	<p><input type="checkbox"/> Developer/Contractor  <b>shinberg</b>                  CONSULTING, LLC</p>	<p>Project No: 2014                  Drawing Title:  <b>FIRST FLOOR PLAN</b></p>	<p>Scale: AS NOTED                  Date: 5-2-09                  Revision:</p>	<p>Drawn: [ ]                  Checked: [ ]                  In Charge: [ ]                  Project Manager: [ ]</p>	<p><b>A1.01</b></p>
			<p>RENOVATIONS TO                  646 CONGRESS ST.                  PORTLAND, ME 04101</p>					