

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT

This is to certify that RANDOM ORBIT, INC

Located At 194 PARK AVE

Job ID: 2011-12-2946-ALTCOMM

CBL: 053- B-020-001

has permission to Do minor alterations for new retail tenant-Holy Donut  
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

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

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

\_\_\_\_\_  
**Fire Prevention Officer**

*[Signature]* 1/18/12  
\_\_\_\_\_  
**Code Enforcement Officer / Plan Reviewer**

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

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

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

Job No: 2011-12-2946-ALTCOMM	Date Applied: 12/19/2011	CBL: 053- B-020-001	
Location of Construction: 194 PARK AVE	Owner Name: RANDOM ORBIT, INC.	Owner Address: 795 CONGRESS ST, PORTLAND, ME 04102	Phone:
Business Name: The Holy Donut, Inc.	Contractor Name: Lessee- Leigh L. Kellis	Contractor Address: 29 Wilson St, Portland, ME 04101	Phone: 391-2842
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - tenant fit-up	Zone: R-6
Past Use: Retail - Terroni's Market (closed January 29, 2011)	Proposed Use: Same: Retail for the Holy Donut - tenant fit-up to retain existing nonconforming use with light interior alterations	Cost of Work: \$1,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <i>w/ conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: SB
Proposed Project Description: Tenant fit up		Pedestrian Activities District (P.A.D.)  Signature: <i>[Signature]</i> (SB) Signature: <i>[Signature]</i> 1/18/12	
Permit Taken By: Gayle		<b>Zoning Approval</b>	

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building Permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in Dist or Landmark
<input type="checkbox"/> Wetlands	<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
<input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>OK with conditions</i> 9/12/19/11	Date: <i>[Signature]</i>	Date: <i>[Signature]</i>

### CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the 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



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* • [www.portlandmaine.gov](http://www.portlandmaine.gov)

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-12-2946-ALTCOMM

Located At: 194 PARK AVE

CBL: 053- B-020-001

## **Conditions of Approval:**

### **Zoning**

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. Separate permits shall be required for any new signage.
3. This property shall remain a retail use. It is understood that there will be no more than 9 seats available. Any change of use shall require a separate permit application for review and approval.
4. The increase of seating for more than 9 seats will result in a change of use from retail to restaurant which is not an allowable use in the R-6 Residential Zone.

### **Building**

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. 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.
3. Approval of City license is subject to health inspections per the Food Code.
4. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
5. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

### **Fire**

1. The occupancy shall comply with City Code Chapter 10 upon inspection.
2. Class C mercantile occupancy. Occupant load shall not exceed the requirements of the Life Safety Code.
3. All outstanding code violations shall be corrected prior to final inspection.
4. Interior wall and ceiling finish shall be class A or B, with the exception of existing Class C finish.

## 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 Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

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

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

Final Inspection

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

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

2011 12 2946 66



# 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>194 PARK AVE.</u>		
Total Square Footage of Proposed Structure/Area <u>1st Floor 1512 Sq Ft, BASEMENT 756 = 2268 Total</u>	Square Footage of Lot <u>3964</u>	Number of Stories <u>1</u>
Tax Assessor's Chart, Block & Lot Chart# <u>053</u> Block# <u>B02</u> Lot# <u>0001</u>	Applicant * <b>must be owner, Lessee or Buyer</b> * Name <u>LEIGH S. KELLIS</u> Address <u>29 WILSON ST.</u> City, State & Zip <u>PORTLAND, MAINE 04101</u>	Telephone: <u>(207) 391-2842</u>
Lessee/DBA (If Applicable) <u>THE HOLY DONUT INC.</u> <u>29 WILSON ST.</u> <u>PORTLAND, MAINE 04101</u>	Owner (if different from Applicant) Name <u>RANDOM ORBIT INC.</u> Address <u>795 CONGRESS ST.</u> City, State & Zip <u>PORTLAND, MAINE 04102</u>	Cost Of Work: \$ <u>800.00</u> C of O Fee: \$ _____ Total Fee: \$ <u>30.00</u>
Current legal use (i.e. single family) <u>RETAIL (terronist)</u> Number of Residential Units <u>0</u> If vacant, what was the previous use? <u>RETAIL</u> Proposed Specific use: <u>RETAIL</u> <u>make donuts + sell coffee</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Light Interior Decoration</u> <u>tenant fit up</u>		
Contractor's name: <u>NONE</u>		
Address: _____ City, State & Zip: _____ Telephone: _____ Who should we contact when the permit is ready: _____ Telephone: _____ Mailing address: _____		

RECEIVED

DEC 19 2011

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: 12/16/11

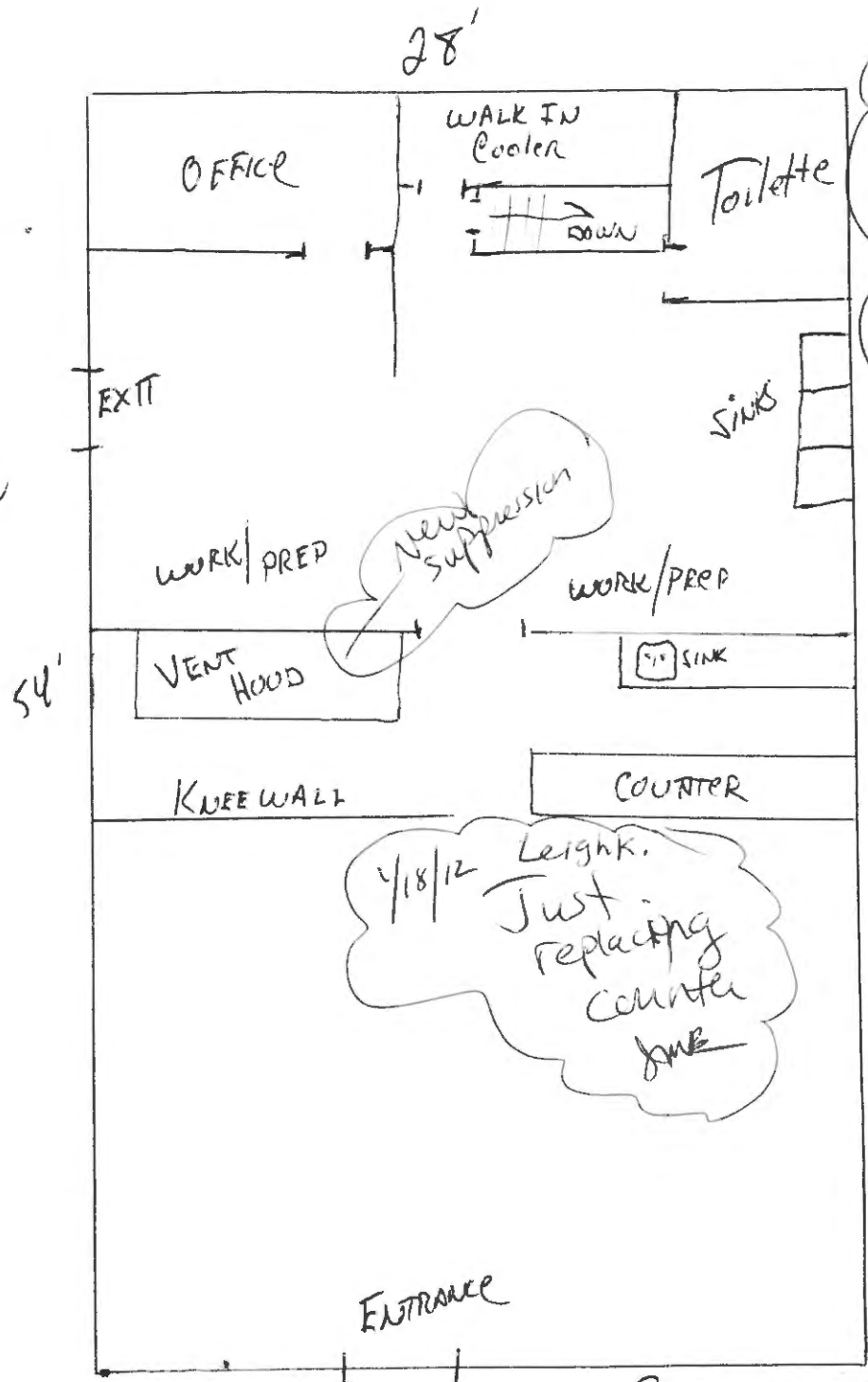
This is not a permit; you may not commence ANY work until the permit is issue

# FLOOR PLAN

FOR THE HOLY DONUT TIX.

PROPERTY LOCATION: 194 PARK AVE.  
PORTLAND, MAINE  
04102

Existing  
+  
Proposed  
Layout



SUBMITTED BY APPLICANT  
LEIGH KELLIS  
29 WILSON ST.  
PORTLAND, ME. 04101

## COMMERCIAL LEASE (NET LEASE)

1. PARTIES (fill in) Random Orbit, Inc., with a mailing address of 795 Congress Street, Portland, ME 04102, ("LANDLORD"), hereby leases to The Holy Donut, Inc., with a mailing address of 194 Park Avenue, Portland, ME 04102, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) The Premises are deemed to contain 2268 +/- (Municipal Record) square feet. The Premises are located at 194 Park Ave, Portland, ME 04102-2910 together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM (fill in) The term of this Lease shall be for 3, unless sooner terminated as herein provided, commencing on January 1, 2012 and ending on December 31, 2014.

4. RENT (fill in) TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
<u>1</u>	\$ <u>19,200.00</u>	\$ <u>1,600.00</u>
<u>2</u>	\$ <u>19,680.00</u>	\$ <u>1,640.00</u>
<u>3</u>	\$ <u>20,172.00</u>	\$ <u>1,681.00</u>
<u>n/a</u>	\$ _____	\$ _____
<u>n/a</u>	\$ _____	\$ _____

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, 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 795 Congress Street, Portland, ME 04102.

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term 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 (fill in or delete) 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 two terms of Three Years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered 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 as follows:

Lease Year(s)	Annual Base Rent	Monthly Rent
<u>4-6</u>	\$ <u>See Addendum 1</u>	\$ <u>xx</u>
<u>7-9</u>	\$ <u>xx</u>	\$ <u>xx</u>
<u>xx</u>	\$ <u>xx</u>	\$ <u>xx</u>
<u>xx</u>	\$ <u>xx</u>	\$ <u>xx</u>
<u>xx</u>	\$ <u>xx</u>	\$ <u>xx</u>

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

*[Handwritten Signature]*  
*[Handwritten Initials]*



6. SECURITY DEPOSIT (fill in) Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One Thousand, Six Hundred Dollars (\$ 1,600.00 ), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, One Hundred Point Zero percent ( 100.000 %) of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of 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 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 TENANT.

A. TAXES (fill in)

B. OPERATING COSTS (fill in) TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, One Hundred Point Zero percent ( 100.000 %) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer 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 heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses 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 real estate taxes and operating expenses for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses 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.

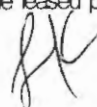
8. UTILITIES TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

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 written consent of LANDLORD.

9. USE OF LEASED PREMISES (fill in) TENANT shall use the leased premises only for the purpose of General Retail, as permitted by the City of Portland.



10. 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 codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and 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 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 TENANTS 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.
11. MAINTENANCE 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 as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all interior systems) 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, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows 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.
- A. TENANT'S OBLIGATIONS
- B. LANDLORD'S OBLIGATIONS LANDLORD agrees to maintain and repair the roof, exterior walls and structure 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 therefor.
12. 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, or permit anyone except TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. 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 any such lien attaching 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.
13. ASSIGNMENT-SUBLEASING (revise if applicable) 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]~~ (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, 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 stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
14. SUBORDINATION AND QUIET ENJOYMENT This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust 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; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.
15. 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, aerals or flagpoles, or the like, not consented to 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 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 leasing the leased premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

  
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16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful conduct 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 attorney's 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 attorney's 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 (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither 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 negligence 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 TENANT or others.

17. TENANT'S LIABILITY INSURANCE (fill in)

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million, Five Hundred Thousand Dollars (\$ 1,500,000.00 ) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents 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. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

18. 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 the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, 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.

19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) 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 ten (10) 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,



26. SUCCESSORS AND ASSIGNS 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.

27. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but 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 any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. 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.

29. 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. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. 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. Time is of the essence of this agreement. 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.

30. BROKERAGE (fill in) TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Loren Ayer, Harborview ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than John Robinson, RE/MAX ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

Landlord agrees to pay Landlord's Broker a commission upon execution of this Lease.

31. OTHER PROVISIONS (fill in or delete) It is also understood and agreed that: Addendum 1 and 2 and 3 are part of this lease.  
THIS SPACE INTENTIONALLY LEFT BLANK.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 19th day of December, 2011.

TENANT:

LANDLORD:

The Holy Donut, Inc.  
Legal Name of Tenant

Random Orbit, Inc.  
Legal Name of Landlord

[Signature]  
Signature

[Signature]  
Signature

President / Owner  
NAME/TITLE

Pierre Bass, President  
NAME/TITLE

[Signature]  
Witness to Tenant

John Fabian ReMAX  
Witness to Landlord

10:45 AM

GUARANTY (fill in or delete)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with The Holy Donut, Inc. TENANT,

Leigh S. Kellis ("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, including without limitation the payment of all sums of money stated in the Lease to be payable 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, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting 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.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 19th day of December, 2011.

GUARANTOR:

Leigh S. Kellis  
Legal Name of Guarantor

[Signature]  
Signature

Owner  
NAME/TITLE

[Signature]  
Witness to Guarantor

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Addendum 1 to Agreement

Addendum to contract dated December 19, 2011

between Random Orbit, Inc. (hereinafter "Seller")

and The Holy Donut, Inc. (hereinafter "Buyer")

property 194 Park Ave, Portland, ME 04102-2910

1) OPTIONS: If all conditions of Paragraph 5 of this contract have been satisfied, the tenant shall have the right to renew this lease for 2 (two) terms of 3 (three) years each. The base rent schedule will be as follows, with all other lease conditions in effect.

If Renewed:

Year 4 -- \$21,180.60 Annual or \$1,765.05 Monthly (5% increase)
Year 5 -- \$21,710.12 Annual or \$1,809.18 Monthly (2.5% increase)
Year 6 -- \$22,252.87 Annual or \$1,854.41 Monthly (2.5% increase)

If Renewed:

Year 7 -- \$23,365.51 Annual or \$1,947.13 Monthly (5% increase)
Year 8 -- \$23,949.65 Annual or \$1,995.80 Monthly (2.5% increase)
Year 9 -- \$24,548.39 Annual or \$2,045.70 Monthly (2.5% increase)

2) FIXTURES: Any fixtures added by the tenant will be considered property of the Tenant, and may be removed by Tenant at expiration of the lease, not to cause undue damage to premises, including countertops, kitchen equipment, and specialty lighting.

3) FREE RENT: The first three months of base rent (January, February, and March, 2012) will credited to the tenant as FREE RENT and will NOT be collected by the Landlord. All NNN charges will be paid by tenant, as per lease.

4) OCCUPANCY: If Tenants occupy premises in advance of Jan 1, 2012, the lease will be in full force and effect.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer signature and date 12/19/11
The Holy Donut, Inc.

Seller signature and date 12/19/11
Random Orbit, Inc.

Buyer Date

Seller Date

## Addendum 2 to Agreement

Addendum to contract dated December 19, 2011

between Random Orbit, Inc. (hereinafter "Seller")

and The Holy Donut, Inc. (hereinafter "Buyer")

property 194 Park Ave, Portland, ME 04102-2910

### Furniture, Fixtures, and Equipment: RELEASE OF LIABILITY

Tenant to have full use of all furniture, fixtures or equipment on premises at beginning of lease period. Landlord has made no statements regarding the suitability or condition of the furniture, fixtures, or equipment, and Tenant is not relying on any statements made by the Landlord. Tenant has conducted an independent investigation of the furniture, fixtures, and equipment, and has deemed all such items suitable to their own purpose, and accepts all liability, now and in the perpetuity, for the operation and use of these items by themselves, their employees, customers, or general public. The Tenant warrants that they will seek professional training in the use of any machinery and the Landlord has not provided any training. Landlord will not replace any equipment (excepting that required for the operation of the building) that fails, for any reason, after the commencement of this lease.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature]  
Buyer  
The Holy Donut, Inc.

12/19/11  
Date

[Signature]  
Seller  
Random Orbit, Inc.

12/19/11  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date



Addendum 3 to Agreement

Addendum to contract dated December 19, 2011

between Random Orbit, Inc. (hereinafter "Seller")

and The Holy Donut, Inc. (hereinafter "Buyer")

property 194 Park Ave, Portland, ME 04102-2910

1) Landlord Contingencies: Landlord may immediately nullify this lease and all its components, without restriction, and remove Tenants from property, immediately, without any Tenant recourse to damages, if the Tenants do not procure a permit to do business at this location on or prior to January 10, 2012, that satisfies both the Landlord and the City of Portland in regard to maintaining a retail presence in this location to satisfy certain zoning requirements.

2) Tenant Contingencies: Tenant may nullify this lease and seek return of security deposit on or before March 1, 2012, if the Tenant does not procure adequate financing to run its business. The Tenant may make this decision without consultation with the landlord and solely at its own discretion. However, the tenant will still be responsible for paying its prior share of NNN costs during the time it occupies the space.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 12/19/11  
Buyer Date  
The Holy Donut, Inc.

[Signature] 12/19/11  
Seller Date  
Random Orbit, Inc.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date