

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING INSPECTION

### PERMIT

Permit Number: 080302

Please Read Application And Notes, If Any, Attached

This is to certify that RICE GEOFFREY I / Atlantic Carpentry and Design

has permission to Change of use to a Wine Shop retail

AT 684 CONGRESS ST

055 E035001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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.

PERMIT ISSUED  
APR - 7 2008  
CITY OF PORTLAND

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

Notification of inspection must be given and when permission procedure before this building or part thereof is started or service closed-in 24 HOUR NOTICE REQUIRED.

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

#### OTHER REQUIRED APPROVALS

Fire Dept. Craig Cross

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

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

Other \_\_\_\_\_  
Department Name

*James Burke* 4/4/08  
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: 08-0302	Issue Date:	CBL: 055 E035001
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Location of Construction: 684 CONGRESS ST (# 688)	Owner Name: RICE GEOFFREY I	Owner Address: 658 CONGRESS ST 1ST FLOOR	Phone:
Business Name:	Contractor Name: Atlantic Carpentry and Design	Contractor Address: 163 Washburn Ave Portland	Phone 2074097904
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B2b

Past Use: Commercial - Tattoo Shop/Personal	Proposed Use: Commercial - Wine Shop/Retail	Permit Fee: \$105.00	Cost of Work: \$1,000.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: M Type 3B	

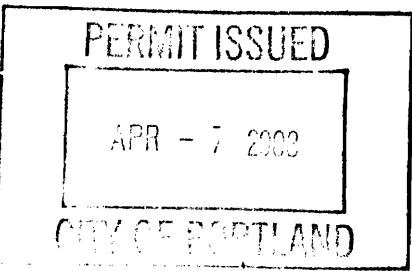
**Proposed Project Description:**  
Change of use to a Wine Shop/Retail

Signature: *Greg Cross* Signature: *AMB 4/4/08*  
**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**  
 Action:  Approved  Approved w/Conditions  Denied  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Taken By: lmd	Date Applied For: 03/18/2008	<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"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>4/3/08</i>	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</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.

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SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

**BUILDING PERMIT INSPECTION PROCEDURES**

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

**to schedule your inspections as agreed upon**

**Permits expire in 6 months, if the project is not started or ceases for 6 months.**

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**


**A Pre-construction Meeting will take place upon receipt of your building permit.**

  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.**

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

  
\_\_\_\_\_  
Signature of Applicant/Designee

  4/8/08    
Date

  
\_\_\_\_\_  
Signature of Inspections Official

  4/4/08    
Date

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

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

Permit No: 08-0302	Date Applied For: 03/18/2008	CBL: 055 E035001
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Location of Construction: 684 CONGRESS ST (688)	Owner Name: RICE GEOFFREY I	Owner Address: 658 CONGRESS ST 1ST FLOOR	Phone:
Business Name:	Contractor Name: Atlantic Carpentry and Design	Contractor Address: 163 Washburn Ave Portland	Phone (207) 409-7904
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Wine Shop/Retail	Proposed Project Description: Change of use to a Wine Shop/Retail
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b> 04/03/2008
<b>Note:</b> Area of space is 612.5' so no parking is required since under 2,000 sf.			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) Separate permits shall be required for any new signage.			
<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Jeanine Bourke	<b>Approval Date:</b> 04/04/2008
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) Prior to the issuance of this permit documentation shall be submitted verifying the lease or right title and interest			
2) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.			
3) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.			
<b>Dept:</b> Fire	<b>Status:</b> Approved	<b>Reviewer:</b> Capt Greg Cass	<b>Approval Date:</b> 04/03/2008
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>

*Submitted  
4/18/08*

<b>Comments:</b>
4/3/2008-amachado: Do not issue without copy of lease or letter from owner showing right, title and interest.
4/4/2008-jmb: Lisa took the application in on 3/18 and did not route it due to no lease or letter from owner. Apparently the fax did not come through completely. On 4/2 Lisa routed it to zoning. I spoke to the applicant today, he will submit when he picks up the permit. He verified there is no construction work being done.

**COMMERCIAL LEASE (GROSS/MODIFIED GROSS LEASE)**

**1. PARTIES**

The parties may change their mailing address at any time by sending a written notice thereof to the other. Geoffrey I. Rice, with a mailing address of 658 Congress Street, First Floor, Portland, Maine ("LANDLORD"), hereby leases to Tropa Wine Company, <sup>GR</sup> EIN 26-~~02~~06611, a limited liability corporation, with a mailing address of 39 Falmouth Street, Portland, Maine 04103 ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:

**2. LEASED PREMISES**

The leased premises are deemed to contain five hundred eighty (580) square feet approximately 54' by 10'9". The leased premises are located at 688 Congress Street, Portland, Maine 04101. There is no basement space or vehicle parking included in this Lease.

**3. TERM**

The term of this Lease shall be for three (3) years unless sooner terminated as herein provided, commencing on April 1, 2008 and ending March 31, 2011. LANDLORD will give TENANT possession of the premises when the following has been done: First, this Lease is signed by both parties; Second, the security deposit of Fourteen Hundred Dollars (\$1,400.00) is paid; Third, the rental of Seven Hundred Dollars (\$700.00) for the one-month period April 1, 2008 through April 30, 2008 is paid. The ending date of either the Base Lease, option periods or hold-over period, whichever applies, shall be at 4:30 p.m. on the last day of the applicable term. If TENANT opens for business prior to April 1, 2008, this rental will commence as of the day of opening at the daily rate of Twenty-three Dollars (\$23.00). This rental, if any, for the period prior to April 1, 2008 will be due on May 1, 2008.

*GR*  
*GIR*

TENANT may terminate this Lease up to 10:00 A.M., on May 10, 2008 if it is unable to obtain a City of Portland license for the sale of wines for off-premises consumption. TENANT must use its best efforts to obtain this license. TENANT must give LANDLORD written notice at least ten (10) days prior to the date of termination. The time of termination is 10:00 A.M. on the date of termination. TENANT is liable for the monthly rental until the day of termination.

**4. RENT**

The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
First 12 months	\$8,400.00	\$700.00
Next 12 months	\$9,000.00	\$750.00
Next 12 months	\$9,600.00	\$800.00

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: LANDLORD AT 658 Congress Street, First Floor, Portland, Maine 04101.

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 ten percent (10%) of the amount due LANDLORD each month in addition to the rent then due.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

## 5. RENEWAL OPTION

**A. Extension Number One.** Unless either party shall have given the other party written notice by personal service or by certified or registered mail, return receipt requested, on or before 1:00 p.m., October 1, 2010, that it will not extend this Lease at its expiration which is 4:30 p.m., March 31, 2011, it shall be considered as having elected to extend this Lease for thirty-six (36) months from 4:30 p.m., March 31, 2011, to 4:30 p.m., March 31, 2014, without FURTHER NOTICE TO THE OTHER PARTY. All the covenants, conditions, provisions and agreements herein agreed to be paid, kept or performed by TENANT will continue throughout this thirty-six (36) month extension, except as to the monthly rental which shall be the amount as stated hereafter based on the Consumer Price Index - United States, All - Items and Major Figures for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics of the United States Department of Labor, using the period 1982 - 1984 = 100 as the base period. The base minimum yearly rental for each year during this three (3) year extension period is Ninety-six Hundred Dollars (\$9,600.00). If the computation hereinafter stated results in a monthly rental below this Base Minimum amount, then the rental shall be the Base Minimum. The rental during this thirty-six (36) month period from 4:30 p.m., March 31, 2011, through 4:30 p.m., March 31, 2014 shall be computed yearly by dividing the sum of Ninety-six Hundred Dollars (\$9,600.00) by the index number of January, 2010, and then multiplying that amount by the index number of the following:

om  
g/f

- A. January, 2011 for the period April 1, 2011 through 11:59 p.m., March 31, 2012;
- B. January, 2012 for the period April 1, 2012 through 11:59 p.m., March 31, 2013;
- C. January, 2013 for the period April 1, 2013 through 4:30 p.m., March 31, 2014.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

LANDLORD will make the yearly computations, document the same, and either deliver by hand to TENANT or mail this information to the TENANT by either first-class mail or certified mail, return receipt requested. In the event that the Bureau of Labor Statistics shall change the base period (now 1982 - 1984 = 100), the new index number for January, 2010 shall be substituted for the index number originally used as the division of the rental.

**B. Extension Number Two.** Unless either party shall have given the other party written notice by personal service or by certified or registered mail, return receipt requested, on or before 1:00 p.m., October 1, 2013, that it will not extend this Lease at its expiration which is 4:30 p.m., March 31, 2014, it shall be considered as having elected to extend this Lease for thirty-six (36) months from 4:30 p.m., March 31, 2014, to 4:30 p.m., March 31, 2017, without FURTHER NOTICE TO THE OTHER PARTY. All the

covenants, conditions, provisions and agreements herein agreed to be paid, kept or performed by TENANT will continue throughout this thirty-six (36) month extension, except as to the monthly rental which shall be the amount as stated hereafter based on the Consumer Price Index - United States, All - Items and Major Figures for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics of the United States Department of Labor, using the period 1982 - 1984 = 100 as the base period. The base minimum yearly rental for each year during this three (3) year extension period is the amount computed for the period April 1, 2013 through March 31, 2014. If the computation hereinafter stated results in a monthly rental below this Base Minimum amount, then the rental shall be the Base Minimum. The rental during this thirty-six (36) month period from 4:30 p.m., March 31, 2014, through 4:30 p.m., March 31, 2017 shall be computed yearly by dividing the sum of Ninety-six Hundred Dollars (\$9,600.00) by the index number of January, 2010, and then multiplying that amount by the index number of the following:

- A. January, 2014 for the period April 1, 2014 through 11:59 p.m., March 31, 2015;
- B. January, 2015 for the period April 1, 2015 through 11:59 p.m., March 31, 2016;
- C. January, 2016 for the period April 1, 2016 through 4:30 p.m., March 31, 2017.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

*AM*  
*JLR*

LANDLORD will make the yearly computations, document the same, and either deliver by hand to TENANT or mail this information to the TENANT by either first-class mail or certified mail, return receipt requested. In the event that the Bureau of Labor Statistics shall change the base period (now 1982 - 1984 = 100), the new index number for January, 2010 shall be substituted for the index number originally used as the division of the rental.

**6. SECURITY DEPOSIT**

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Fourteen Hundred Dollars (\$1,400.00), which shall be held as a security deposit for the Tenant's performance as herein provided and refunded to TENANT without interest at the end of this lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

**7. RENT ADJUSTMENT  
A. TAX ESCALATION**

If in any tax year commencing with fiscal year July 1, 2008 through June 30, 2009 the real estate and any City of Portland taxes which sum includes the real estate and Downtown District tax on the land and buildings of which the leased premises are part, are in excess of the amount of real estate taxes thereon for the fiscal year 2007 through June 30, 2008 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, twenty percent (20%) of such excess that may occur in each year of the term this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

**B. OPERATING COST**

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, twenty percent (20%) of all operating expenses over those incurred during the Base period, the Base period is the insurance premium for the period July 15, 2007 to July 15, 2008.

LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and insurance expenses and also showing TENANT'S share of the same. TENANT shall, after such delivery, pay TENANT'S share to LANDLORD as additional rent on the first day of the month after the notice has been given.

**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 and bathroom usage. TENANT will furnish heat and hot water. The heating season is October 1, through May 1. TENANT will maintain a temperature of 45-degrees Fahrenheit in the leased premises and will be responsible for all consequential damages caused in the building by failure to so maintain. TENANT will perform the removal of ice and snow from the sidewalk abutting the leased premises. LANDLORD is not responsible for trouble in obtaining gas, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control. TENANT will furnish at his expense reasonable heat in said premises during the heating seasons and will be responsible for cleaning and servicing the furnace, boiler and radiators which supply the heat for the premises. TENANT will have a maintenance contract for this work. The cleaning and servicing will be done between May 15th and September 15th each year by a licensed oil burner repair person and as frequent thereafter as TENANT desires. TENANT will be responsible for all repairs, replacements and maintenance of the heating systems, including without limitation the burners, boiler, piping and radiators. If the burner or boiler needs to be replaced and the need is not caused by TENANT'S negligence or lack of adequate maintenance, then LANDLORD will replace them. TENANT at the end of the term will return the same to LANDLORD in the same condition as at the time of the Lease signing.



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**

TENANT shall use the leased premises only for the purpose of retail sales for off premises consumption of wine and sale of associated food and servicing accessories. No smoking is allowed in the leased premises.

**10. COMPLIANCE WITH LAWS**

TENANT agrees to conform to the following provisions during the entire term of this (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums



for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

- 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 TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, 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 thereof.
- 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, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of an such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof. The alterations, improvements and signage identified in Exhibit A are acceptable to LANDLORD.
- 13. ASSIGNMENT-SUBLEASING** TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. 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 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, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, 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.

**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, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and at any time a notice for selling the property of which the leased premises are a part and in each situation to keep the same so affixed without hindrance or molestation.



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

pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

**17. TENANT'S  
LIABILITY  
INSURANCE**

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not 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 assured named therein.

**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 said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.



**19. DEFAULT AND  
BANKRUPTCY**

In the event that:

- (a) The TENANT shall default in the payment of any instalment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof, or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within 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, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.



**20. NOTICE**

Any notice from LANDLORD to TENANT or Guarantor relating to the leased premises or to the occupancy thereof shall be deemed served if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepared, addressed to TENANT or Guarantor, or if personally served on Anthony J. Mastropasqua or any member, managing member, officer, clerk or agent of TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing or if personally served on LANDLORD.

**21. SURRENDER**

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

**22. HAZARDOUS MATERIALS**

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance

notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.



**23. LIMITATION OF LIABILITY**

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.

**24. LANDLORD DEFAULT**

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

**25. WAIVER OF DEFAULT**

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

**26. SUCCESSORS DEFAULT**

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

**27. HOLDOVER**

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just proceeding 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. Termination during the month-to-month period referred to previously may be effected by either party giving to the other a written notice setting forth clearly the day of termination, which termination day must be at least thirty (30) days after the day on which the notice is given and must be on a rental due date.

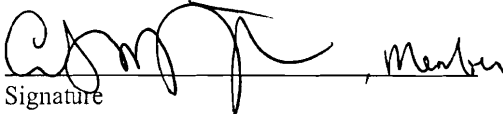
28. **MISCELLANEOUS** If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT, mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, 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 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. 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.

29. **BROKERAGE** TENANT warrants and represents to LANDLORD that is has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor, a broker for The Dunham Group, which is LANDLORD'S broker.

30. **OTHER PROVISIONS** Exhibit A: Approved renovations, improvements and signage.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 14<sup>th</sup> day of MAY, 2008.

TENANT: TROPA WINE COMPANY

  
Signature

Anthony J. Mastropasqua, Member  
NAME/TITLE

\_\_\_\_\_  
Witness to Tenant

LANDLORD:

  
Signature


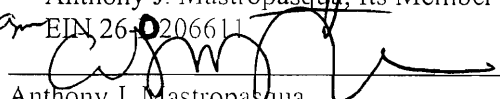
GEOFFREY J. RICE  
NAME/TITLE

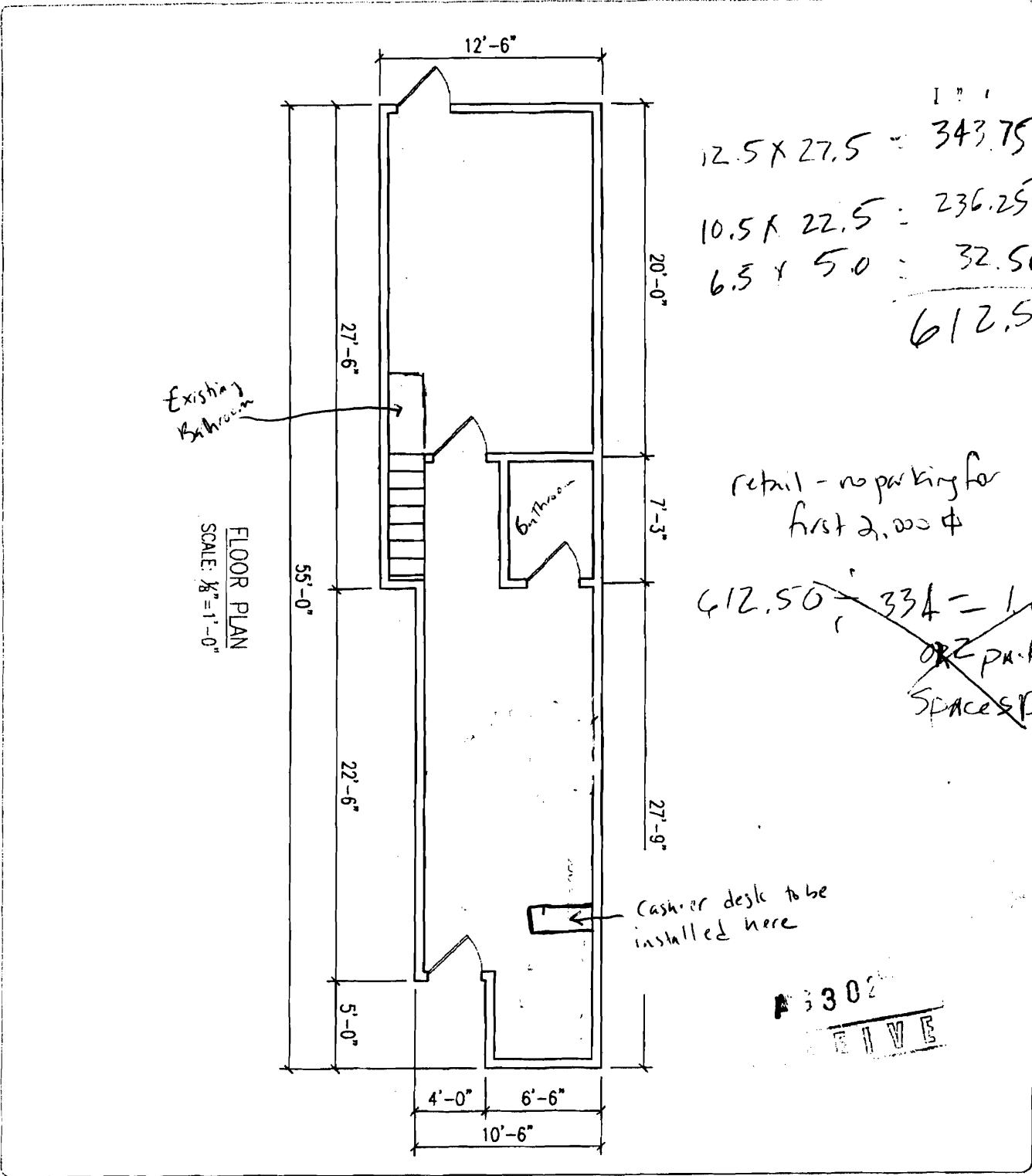
\_\_\_\_\_  
Witness to Landlord

**GUARANTY**

For value received, and in consideration for, and as an inducement to Landlord to enter into the attached Lease for a term commencing April 1, 2008, between Geoffrey I. Rice, Landlord, and Tropa Wine Company, Tenant, and Anthony J. Mastropasqua, Guarantor, for premises at 688 Congress Street, Portland, Maine 04101. Both Tropa Wine Company and Anthony J. Mastropasqua do 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, jointly and severally, 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 or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such renewal, modification or extension. The liability of Guarantor under this Guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may proceed against Guarantor and Tenant, jointly and severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant. Guarantor hereby waives notice of acceptance of this Guaranty by Landlord, notice of default by Tenant under the Lease, and all suretyship and guarantorship defenses generally. Failure of Landlord to insist upon strict performance or observance of any of the terms, provisions or covenants of the Lease and/or this Guaranty or to exercise any right therein contained shall not be construed as a waiver or relinquishment or the failure of any such term, provisions, covenant or rights, and the same shall continue and remain in full force and effect. The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of Tenant or any creditors' receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant, or the estate of the Tenant in bankruptcy, or any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy or insolvency law or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or the transfer of the Lease or any interest therein by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant. Guarantor hereby waives (1) any right to subrogation or indemnification and any other right to payment from or reimbursement by Tenant in connection with or as a consequence of any payment made by Guarantor hereunder; and, (2) any benefits of, and any right to participate in (a) any collateral now or hereafter held by Tenant; and, (b) any payment to Landlord by, or collection by Landlord from Tenant. Guarantor further agrees to pay all costs, legal expenses and attorneys' fees incurred or paid by Landlord in the enforcement of this Guaranty. Guarantor hereby agrees that if any of their obligations hereunder shall be held to be unenforceable, the remainder of this Guaranty and its application to all obligations other than those held unenforceable, shall not be affected thereby and shall remain in full force and effect. All of the terms and provisions of this Guaranty shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Landlord and shall be binding upon the successors and assigns of the Guarantor.

IN WITNESS WHEREOF the two (2) Guarantors have executed this Guaranty this 14 day of March, 2008.

**TROPA WINE COMPANY**  
By:  Its Member  
Anthony J. Mastropasqua, Its Member  
EIN 26-0206611  
  
Anthony J. Mastropasqua  
Social Security No. 006-86-4614



Existing Bathroom

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

Bathroom

Cashier desk to be installed here

A 3302  
FIVE

12.5 x 27.5 = 343.75  
 10.5 x 22.5 = 236.25  
 6.5 x 5.0 = 32.50  
 -----  
 612.50 #

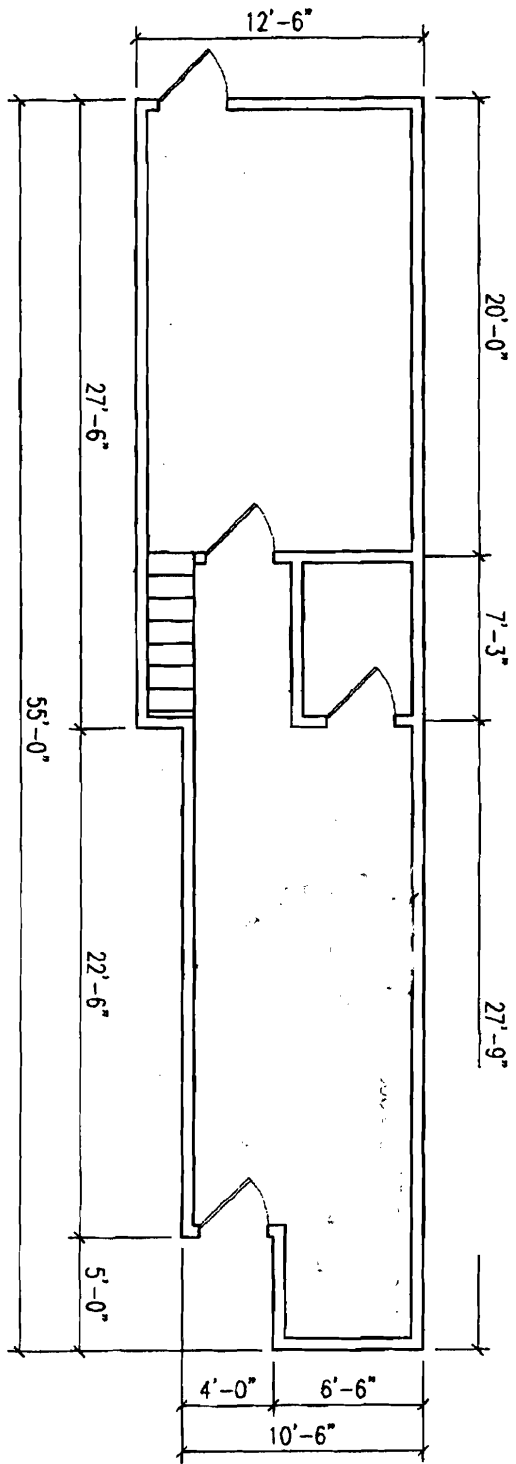
retail - no parking for first 2,000 #

~~612.50 / 334 = 1.83~~  
 ORZ parking  
 SPACE STY

PROJECT 688 CONGRESS STREET  
 PORTLAND, MAINE

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

$$\begin{aligned}
 12.5 \times 27.5 &= 343.75 \\
 10.5 \times 22.5 &= 236.25 \\
 6.5 \times 5.0 &= 32.50 \\
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 &612.50 \neq
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(chil) - no parking  
 needed for first  
 2,000 sq ft  
~~612.50 - 334 = 1.83~~  
~~OR 2 parking~~  
~~SPACES~~

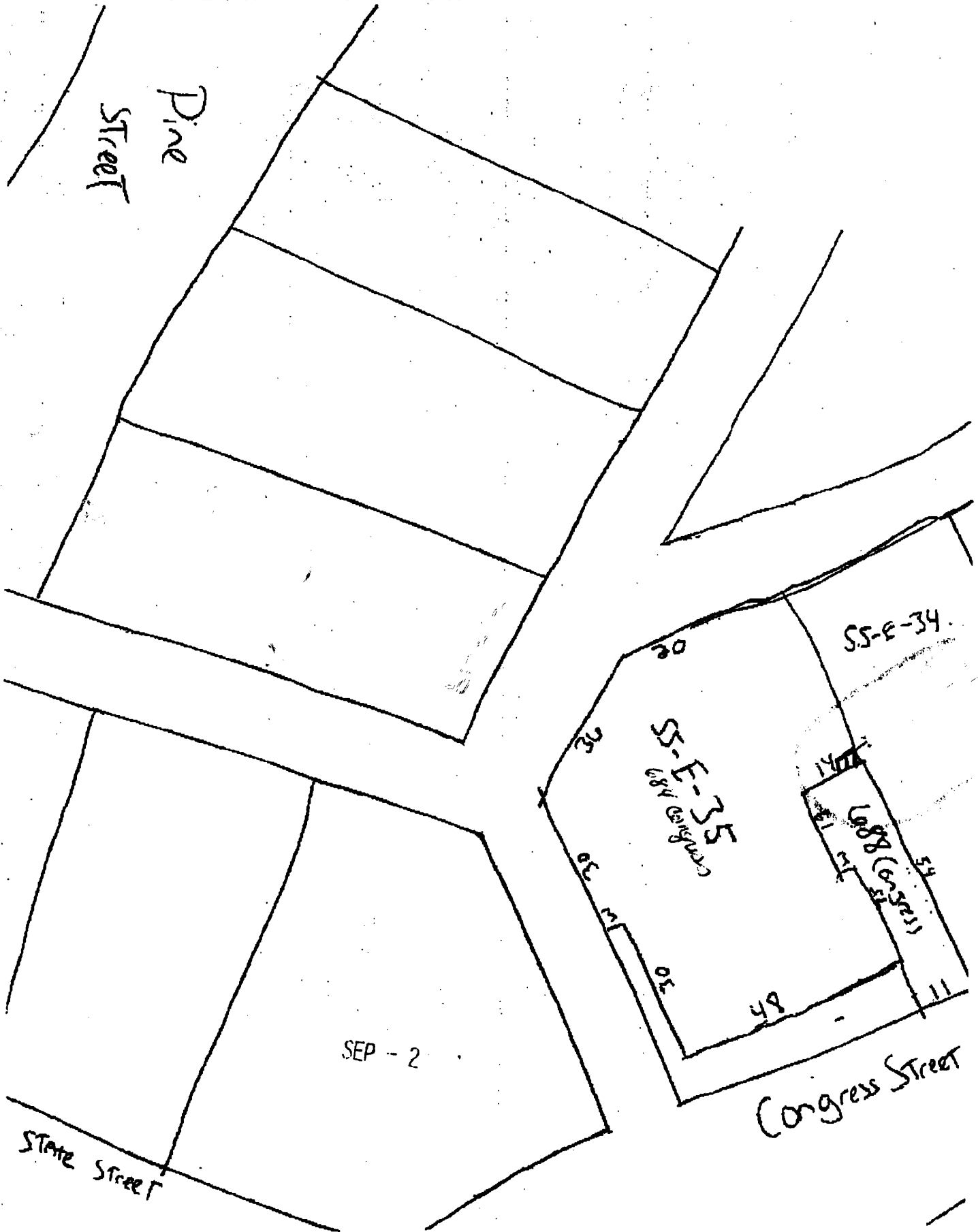
3302  
 FIVE

PROJECT 688 CONGRESS STREET  
 PORTLAND, MAINE

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THE DUNHAM GROUP

Fax: 2077735480



## EXHIBIT A

TENANT may make the following renovations to the leased premises:

1. **Signage.** Paint the name of the business: "Tropa Wine Company" on the exterior front window. TENANT will show the design and colors to LANDLORD for consent, which will not be unreasonably withheld.

2. **Interior Carpentry.** TENANT may place shelving unit and a front desk for a cash register. TENANT will remove all added items and will repair and paint premise's walls at time of vacating.

3. TENANT may install a security alarm system and/or a roll metal cage for security. All items will be removed at time of vacating premises, and, if any damage to premises, then TENANT will repair and redecorate as needed.

MAR 18 2008



# 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>688 Congress St.</u>		
Total Square Footage of Proposed Structure/Area <u>580</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>55      E      35</u>	Applicant * <u>must</u> be owner, <u>Lessee</u> or Buyer* Name <u>BKM Projex, LLC</u> Address <u>39 Falmouth St.</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>(207)</u> <u>409-</u> <u>7904</u>
Lessee/DBA (If Applicable) <u>BKM Projex, LLC</u> <u>dba Tropa Wine Company</u> <u>Sole Member: Anthony</u> <u>Mastropasqua</u>	Owner (if different from Applicant) Name <u>Geottry Rice</u> Address <u>Congress St.</u> City, State & Zip <u>Portland, ME</u> <u>04102</u>	Cost Of Work: \$ <u>1,000.00-</u> <u>2,000.00</u> C of O Fee: \$ <u>30.00-70.00</u> Total Fee: \$ <u>30.00-70.00</u>
Current legal use (i.e. single family) <u>VACANT</u> If vacant, what was the previous use? <u>Tattoo Parlor</u> Proposed Specific use: <u>retail wine store w/ pre-packaged food</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>VACANT EMPTY SPACE PREVIOUSLY USED AS A TATTOO PARLOR WILL BE USED AS A RETAIL WINE STORE. 2-4 shelves will be installed and a counter for cash register. WINE RACKS WILL BE ALONG WALLS BUT NOT CONNECTED TO THEM. APPROXIMATELY 50 INCHES HIGH.</u>		
Contractor's name: <u>Atlantic Carpentry and Design</u> Address: <u>163 Washburn Ave</u> City, State & Zip <u>Portland ME 04103</u> Telephone: <u>409-7904</u> Who should we contact when the permit is ready: <u>Anthony Mastropasqua</u> Telephone: _____ Mailing address: <u>39 Falmouth St. Portland, ME 04103</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: [Handwritten Signature] Date: 3/17/08

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

- BKM Projex, LLC dba TROPA WINE COMPANY  
39 Falmouth St. Portland, ME 04103  
Sole Member: Anthony Mastropasqua (207)409-7904
- 688 Congress St. will be used as a retail wine store w/ prepackaged food. Hours of operation will be 11am – 7pm.
- The space is 580 sq. feet.
- There is one smoke detector/fire alarm and fire extinguishers will be kept at cashier desk and in office.
- Distance from most remote point to nearest exit: 27.5 ft.
- Emergency lighting is located above fire alarm.
- Exit signs are located above front and back doors.
- Back door is metal fire door.
- There are no elevators.



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 684 CONGRESS ST (688) CBL 055 E035001

Issued to RICE GEOFFREY I / Atlantic Carpentry and Design Date of Issue 04/28/2008

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 08-0302, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Know as 688 Congress Street

APPROVED OCCUPANCY

Use Group: M  
Type: 3B  
IBC, 2003

**Limiting Conditions:** This does not certify building code compliance, only a change in the use of the property.

This certificate supersedes  
certificate issued

Approved:

04/28/08  
(Date)

Inspector

Inspector of Buildings

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