

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application  
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 03-0858	Issue Date: AUG 14 2003	CBL: 375 C001001
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Location of Construction: 91 Auburn St	Owner Name: A & D Realty Llc	Owner Address: 1739 Massachusetts Ave CITY OF PORTLAND	Phone:
Business Name:	Contractor Name: Siscoe Enterprises	Contractor Address: 56 Baiglund Ave Brockton	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone:

Past Use: Vacant	Proposed Use: Starbucks Coffee	Permit Fee: \$1,320.00	Cost of Work: \$136,000.00	CEO District: 2
Proposed Project Description: Interior tenant fit-up		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: A3 Type: 20 8/4/03 Signature: [Signature]	

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

Permit Taken By: kwd	Date Applied For: 07/22/2003	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input checked="" 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: 7/23/02	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <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>Separate permits are required for any new signage</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

9/5/03 closing in oic, pb and Framing at Wing.

9/22/03 oic for cjo. AR



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 91 Auburn St

CBL 375 C001001

Issued to A & D Realty Llc /Siscoe Enterprises

Date of Issue 09/23/2003

**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. 03-0858, 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

Previous Vacant Space  
First Floor

APPROVED OCCUPANCY

Coffee Shop Use Group: A-3  
Type: 2-C  
BOCA 1999

**Limiting Conditions:**

None

This certificate supersedes  
certificate issued

Approved:

9/23/03  
(Date) *A. Siscoe*  
Inspector

*[Signature]*  
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.

APR-11-2003 13:37

BC1R-001-N07-4711N11C

2873797010 P.03

The above rent schedule is intended to describe the amount of rent to be paid by the Tenant for the use and occupancy of the premises for the term of the lease. The rent schedule is based on the actual number of square feet on the ground floor of the premises to be used by the Tenant for the term of the lease.

**RENT COMMITMENT:** Tenant will not pay rent for occupancy for common area maintenance, repair or improvement until the date that it pays the full amount of the rent for the premises, or (b) the date that Tenant receives all permits, variances and governmental approvals necessary to construct and operate the premises in the premises.

**USE:** Tenant may use the Premises as a coffee shop, including, at Tenant's discretion, the retail sale of (a) fresh whole and ground coffee beans, (b) coffee by the cup, (c) espresso/latte/blend coffee drinks, (d) pre-packaged coffee beans, (e) hot and iced coffee, (f) pastries, (g) baked goods, (h) frozen yogurt, (i) frozen pizza, (j) frozen pizza toppings, (k) frozen pizza crusts, (l) frozen pizza toppings and crusts, (m) frozen pizza toppings, (n) frozen pizza crusts, (o) frozen pizza toppings and crusts, (p) frozen pizza toppings and crusts, (q) frozen pizza toppings and crusts, (r) frozen pizza toppings and crusts, (s) frozen pizza toppings and crusts, (t) frozen pizza toppings and crusts, (u) frozen pizza toppings and crusts, (v) frozen pizza toppings and crusts, (w) frozen pizza toppings and crusts, (x) frozen pizza toppings and crusts, (y) frozen pizza toppings and crusts, (z) frozen pizza toppings and crusts.

**RENTAL TERM:** Landlord will not rent or lease any part of the premises to Tenant, or any part of the premises, for a term longer than twenty (20) days, and Tenant will not rent or lease any part of the premises to Tenant, or any part of the premises, for a term longer than twenty (20) days.

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**ASSIGNMENT AND SUBLETTING:** Landlord's consent, which Landlord will not unreasonably withhold, delay or condition, is required for any assignment or subletting of the premises, and Tenant will not assign or sublet the premises to any third party without the prior written consent of Landlord.

**RENT:** Tenant shall pay rent to Landlord in accordance with the terms of the lease, and Tenant shall pay rent to Landlord in accordance with the terms of the lease, and Tenant shall pay rent to Landlord in accordance with the terms of the lease.

*Copied of Lease*

CONTINUOUS OPERATION

STARBUCKS IMPROVEMENTS: Tenant may install such minor improvements, fixtures and fixtures in the Premises as Tenant deems necessary or desirable with Landlord's reasonable approval, requires for structural changes only.

Tenant may remove the improvements and fixtures when it vacates the Premises.

HAZARDOUS WASTE: Tenant's responsibility of this lease, Landlord will provide Tenant with copies of all environmental reports (if any) relating to the Property. Landlord will (a) be responsible for removing any hazardous materials on the Property which either the Premises, and (b) hold Tenant harmless from loss relating to any such hazardous materials. Landlord will remove any asbestos or asbestos containing materials from the Premises before delivering possession of the Premises. Tenant will hold Landlord harmless from loss for any hazardous waste caused by Tenant.

REPAIRS: Tenant may install signs in and on the Premises in the maximum amount permitted by local law and in accordance with Landlord's sign criteria provided herein. However, Tenant not withdrawing any such sign criteria. Landlord hereby agrees to Tenant's reasonable sign, name and colors in Tenant's design. Tenant shall be allowed signs on the two (2) signs in the Shopping Center common areas with the Engineering. Signage along the two sides of the Premises.

COMMON AREA MAINTENANCE, TAXES AND INSURANCE: Landlord will cover the Shopping/Shopping Center and will repair and maintain the Building Shopping Center. Landlord will pay all operating costs of Landlord's actual, reasonable and out-of-pocket costs for real estate taxes, insurance, administration and common area maintenance. These charges will not exceed \$2.00 per square foot for the first full lease year. Common area maintenance and operating charges for the first year of the lease, utilities and taxes) will not increase by more than the non-inflationary percentage.

Upon execution of this lease of space, Landlord will provide Tenant with a detailed schedule of Landlord's charges for real estate taxes, insurance and common area maintenance for the Premises. Tenant's Pro-Rata Share will be the equal amount of the Pro-Rata Share of the Building/Shopping Center. Estimated to be 1.00%.

CONDITION OF PREMISES AND BUILDING/SHOPPING CENTER: The Premises will be in good condition, with all of Landlord's work completed and in compliance with all applicable federal, state and local codes. The structural elements, roof and building systems of the Building/Shopping Center will be substantially and adequately sound and will meet all applicable federal, state, and local codes, including but not limited to detailed accessibility standards and any local requirements, etc., throughout the term of the Lease.

Landlord shall be responsible for all water connections, sewer connections, utility impact, and any other necessary fees are associated with Tenant's use of the premises. Landlord will provide for necessary metered utilities for Tenant's use and expense. Tenant will also provide a back-up system to an area provided by Landlord that covers any applicable federal, state and local code requirements.

09-R-11-2003 13:38

BE:POOR-NDPT:HTL:MTIC

28727219 P.05  
11/1/03

**OUTDOOR EATING:** If permitted by applicable law, Tenant may set up outdoor seating in an area currently acceptable to Landlord and Tenant at no additional annual fee provided by applicable law. Tenant will keep the outdoor seating area clean for use by the general public at all times and shall be responsible for any damage to the area.

**DEFERRED REDEMPTION DATE:** Landlord will deliver possession of the Premises to Tenant no earlier than thirty (30) days after full completion of this term, not later than one hundred twenty (120) days after full completion of this term.

**LANDLORD CONTRIBUTION AND WORK:** The Premises to be provided in its current condition to Tenant. Landlord will also provide \$50,000 (one hundred thousand dollars) for Tenant to design and make improvements to the Premises. Landlord will pay Tenant the Allowance in the month that Tenant has made its 10<sup>th</sup> monthly rental payment. Notwithstanding, the Landlord shall provide in the Premises, at its sole cost, a 400 sq. ft. 120V/208 volt, 3 phase, 4 wire, separately metered power service connected to Tenant's Main Panel, a 4" outdoor sanitary sewer main line through within Premises, a 1" domestic water (DW) service, separately metered, subbed via copper and a gas line.

**DELIVERY DATE DELAY:** Landlord shall share Tenant's total cost for each day that the Landlord delays delivery of the Premises beyond the delivery date agreed to in the final Lease document.

**REBATE CONTRIBUTION:** Tenant will have the right to terminate the Lease if it is unable to obtain all permits, variances and governmental approvals needed for the lawful construction and operation of its store.


**CONFIDENTIALITY:** The Parties will maintain all confidential information in confidence and will not disclose such information to any other party without written consent. Confidential information may be disclosed to the joint employees, partners, consultants and vendors who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information.


**PERMITS:** Landlord will provide all necessary permits for Tenant's employees and customers (and Landlord will supply and obtain all variances) needed to meet all federal and permitting requirements for Tenant's anticipated use throughout the term hereof.

**PROGRESS COMPLETION:** Landlord agrees to pay a benchmark completion fee to North Atlantic Commercial Builders, LLC for services provided in accordance with the Lease in accordance with the terms of the separate completion agreement attached hereto. This provision does not constitute the agreement between Landlord and Tenant and is not intended to create any other party beneficiary rights for any vendor or third party agent.

Party who agrees to the terms described in this lease are acceptable to you. Starbucks will require a final lease for your review upon receiving an executed copy of this lease. This letter is not intended to constitute an offer. It will be superseded by, and the parties will rely on, the terms of a written lease agreement, in form and substance satisfactory to both parties, which has been fully executed and delivered by the parties.

Witness, J. Vincent of North Atlantic Commercial Builders, LLC, Representing  
STARBUCKS CORPORATION

  
 Name: Vincent Verrone  
 Title: Director of Finance

  
 Name: David Shue  
 Title: Development Mgr.

Accepted and agreed to this 11<sup>th</sup> day of April, 2003

LANDLORD:

  
 Name: Jeffrey A. Anagnost for AAB Realty LLC  
 Title: \_\_\_\_\_

Commissions Agreement

AAB Realty

-AAB LLC ("Landlord") agrees to pay North Atlantic Commercial Brokers, LLC ("Broker") a commission as outlined below should a lease be fully executed with Starbucks Corporation ("Tenant") at Westgate Shopping Center, Portland, Maine (the "Property").


Commission Rates:

\$5000.00 upon lease signing  
\$5000.00 upon lease commencement

It is further understood by the parties, the Broker is acting as Tenant's representative in this transaction.

Accepted and agreed to this 11<sup>th</sup> day of April, 2003

Landlord:

  
 Name: Jeffrey A. Anagnost for AAB Realty LLC  
 Title: \_\_\_\_\_



PRR-51-2003 13136

BC18-001-MIN/RH/LP/NT10

2007/10/18 P.20

LETTER OF INTENT

April 23, 2000

Jeffrey Amersbach  
Roanoke Specialty Roasters  
3 Middle Drive  
Lebanon, MA 02455

RE: Portland, Maine  
Portland, Maine

Dear Jeff:

We are pleased to present to you the letter which sets forth the terms on which Starbucks Corporation ("Starbucks" or "Roaster") is willing to acquire a lease for the premises commonly known as 91 Auburn Street, Portland, Maine (the "Premises") in the Portland Shopping Center (the "Shopping Center"). This lease is not intended to be a binding contract, a lease or an offer of lease, but it is intended only to provide the basis for negotiations for a lease agreement between Starbucks LLC ("Starbucks") and Starbucks in the future.

*Jeffrey Amersbach*

Starbucks Corporation and Roaster have agreed to acquire the premises on the attached site plan. Starbucks will provide the legal description of the land upon which the Portland Shopping Center is located (the "Property") known as 91 Auburn Street, Portland, Maine.

LAND/OVER: ABB Realty LLC, landlord will provide Roaster with a "W-9" and written notification of its ownership of or other interest in the Premises within fifteen (15) days of execution of this letter.

TENANT: Starbucks Corporation, a Washington corporation

LEASE: Starbucks standard lease

TERM: The LTD shall run until (L) immediately after (S) - year option to extend the term.

11-15	Executive Offices:	[Redacted]	[Redacted]	[Redacted]
1-5	Roaster	[Redacted]	[Redacted]	[Redacted]
5-10	Roaster	[Redacted]	[Redacted]	[Redacted]
	Agreed Area	[Redacted]	[Redacted]	[Redacted]

*JS*