

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



**This is to certify that**

PATERNO ERNEST A & JILL H DALTON JTS

**Located at**

181 CONGRESS ST

**PERMIT ID:** 2012-50371

**CBL:** 013 M026001

has permission to **COU from tattoo parlor to bakery; MINOR construct.**

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of 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 procured prior to occupancy.

A handwritten signature in black ink, appearing to read 'Jamie Bouke'.

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

\_\_\_\_\_  
**Code Enforcement Officer / Plan Reviewer**

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
THERE IS A PENALTY FOR REMOVING THIS CARD**

## 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.**

Plumbing Rough Commercial

Certificate of Occupancy 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.



# PORTLAND MAINE

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

Director of Planning and Urban Development  
Jeff Levine

Job ID: 2012-11-5429-CH OF USE    Located At: 181 CONGRESS ST    CBL: 013- M-026-001

## **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. This property shall remain a retail store with no more than 9 seats. If more than 9 seats are found or requested, the use, by definition, becomes a restaurant use for which a separate appeal and building permit application will be required. A restaurant use also requires showing off-street parking. Any change of use shall require a separate permit application for review and approval.
3. Separate permits shall be required for any new signage.

### Building

1. Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.
2. Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans.
3. A heat exhaust hood may be required over the used gas fired convection oven, please provide specifications for a similar model as this model is no longer made.
4. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
5. 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.
6. Approval of City license is subject to health inspections per the Food Code.
7. 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. Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. Contact Michelle Sweeney at 874-8682 for further information.
3. Fire extinguishers are required per NFPA 1.
4. **Connected to hood permit 2012-11-5345-ALTCOMM.**
5. Hood installation shall comply with City Code Chapter 10 and NFPA 96, *Standard for ventilation Control and Fire Protection of Commercial Cooking Operations*, 2008 edition. A signed letter of certification is required.
6. NFPA 96 requires a minimum of 10 ft. of horizontal clearance from the hood exhaust termination to the outlet of adjacent buildings, **property lines**, and air intakes.
7. Any cutting and welding done will require a Hot Work Permit from Fire Department.
8. **A separate suppression system permit is required.**
9. Hood suppression system shall comply with NFPA 17A, 96, and UL 300. Activation of the suppression system shall activate the fire alarm system if available. A letter of compliance will be required at the time of final inspection stating: the date the system was tested for operation, fuel gas shut off, and fire alarm connection if applicable. The Class K fire extinguisher and proper signage should be located at the suppression system pull station.

**BUILDING PERMIT INSPECTION PROCEDURES**  
Please call 874-8703 (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.**

**REQUIRED INSPECTIONS:**

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.

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

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

Job No: 2012-11-5429-CH OF USE	Date Applied: 11/19/2012	CBL: 013- M-026-001	
Location of Construction: 181 CONGRESS ST	Owner Name: ERNEST PATERNO & JILL DALTON	Owner Address: 61 EAST OXFORD ST PORTLAND, MAINE 04101	Phone:
Business Name: Katie Made Bakery	Contractor Name: SELF & Brad Kutcha - BPK Painting	Contractor Address: Katie: 147 Cumberland Avenue Portland, ME	Phone: 771-0994
Lessee/Buyer's Name:	Phone:	Permit Type: Building	Zone: B-1
Past Use: Tattoo Shop	Proposed Use: Change of use to retail bakery and café - limited to no more than 9 seats	Cost of Work: \$2,000.00	CEO District:
		Fire Dept: 11/30/12 <input checked="" type="checkbox"/> Approved w/ conditions <input type="checkbox"/> Denied N/A	Inspection: Use Group: M Type: 5B MURPHY '09
Proposed Project Description: COU from tattoo parlor to bakery; MINOR construct.		Signature: <i>[Signature]</i> (58)	Signature: <i>[Signature]</i> 11/26/12
Permit Taken By: Brad		<b>Zoning Approval</b>	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland  <input type="checkbox"/> Wetlands  <input type="checkbox"/> Flood Zone  <input type="checkbox"/> Subdivision  <input type="checkbox"/> Site Plan</p> <p>___ Maj ___ Min ___ MM                  Date: <i>OK with conditions</i>  <i>9 11/20/12</i></p>	<p><b>Zoning Appeal</b></p> <p><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</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><input checked="" type="checkbox"/> Not in Dist 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</p> <p>Date: <i>[Signature]</i></p>
	<b>CERTIFICATION</b>		

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 appication 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
---	------	-------



# General Building Permit Application

Entire 10/19/12 (B)

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.

# 2012-11-5429-COV

Location/Address of Construction: <u>181 Congress St</u>		
Total Square Footage of Proposed Structure/Area <u>NA</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>13</u> Block# <u>M</u> Lot# <u>26</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Katie Made Bakery</u> Address <u>181 Congress St</u> City, State & Zip <u>Portland Me 04101</u>	Telephone: <u>207 771 0794</u>
Lessee/DBA (If Applicable) <u>Katie Made Bakery</u>	Owner (if different from Applicant) Name <u>Ernest Paterno</u> Address <u>61 E. Oxford St</u> City, State & Zip <u>Portland Me 04101</u>	Cost Of Work: \$ <u>1,500.00</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>115.00</u>
Current legal use (i.e. single family) _____ If vacant, what was the previous use? <u>Tattoo Shop</u> Proposed Specific use: <u>Bakery/Cafe</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>enlarge &amp; replace counter tops &amp; COV</u>		
Contractor's name: <u>Brad Kutcha BPK Painting</u> Address: _____ City, State & Zip <u>Portland Me 04101</u> Telephone: _____ Who should we contact when the permit is ready: <u>Katie Capron 771 0794</u> Telephone: _____ Mailing address: <u>147 Cumberland Ave Portland Me 04101</u>		

RECEIVED  
NOV 19 2012  
Dept. of Building Inspections  
City of Portland Maine

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: 11-8-12

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



# PORTLAND MAINE

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

## Receipts Details:

**Tender Information:** Check , Check Number: 1640\$115.00

**Tender Amount:** 115.00

## Receipt Header:

**Cashier Id:** bsaucier

**Receipt Date:** 11/19/2012

**Receipt Number:** 50372

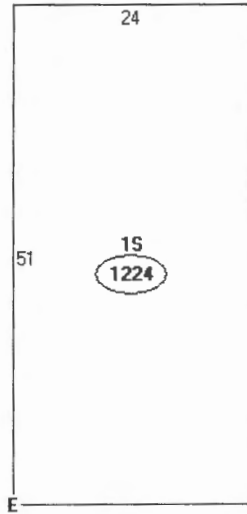
## Receipt Details:

Reference ID:	8793	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	40.00	Charge Amount:	40.00
Job ID: Job ID: 2012-11-5429-CH OF USE - COU from tattoo parlor to bakery; MINOR construct.			
Additional Comments: 181 Congress			

Reference ID:	8794	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-11-5429-CH OF USE - COU from tattoo parlor to bakery; MINOR construct.			
Additional Comments:			

**Thank You for your Payment!**

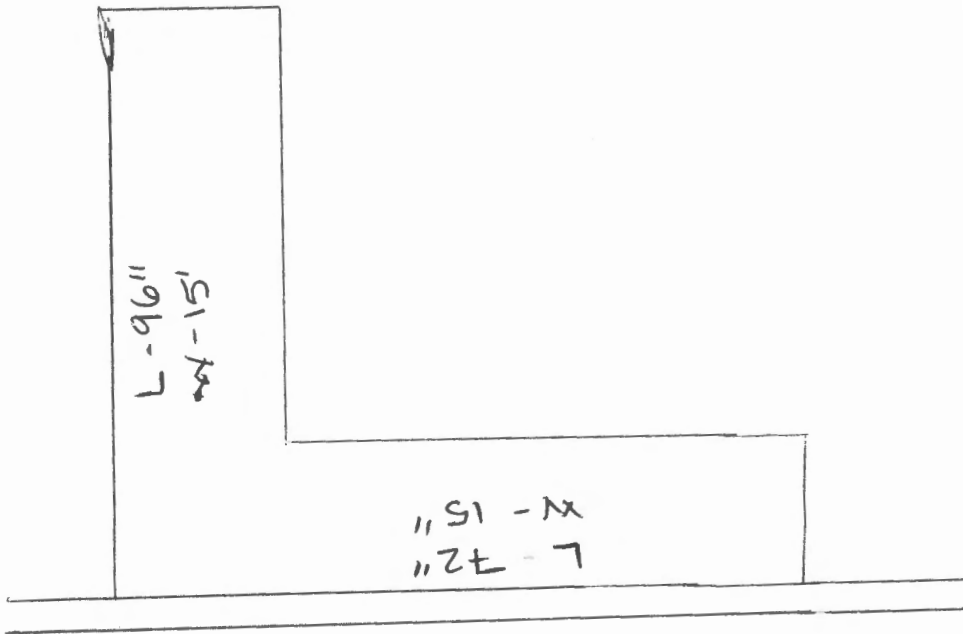
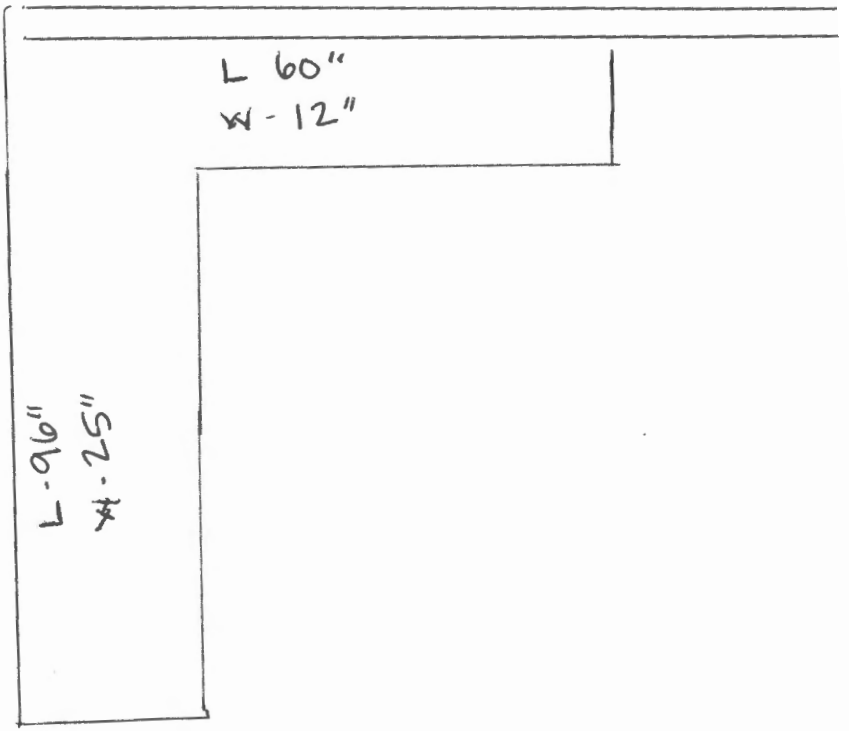




Descriptor/Area

- A: 086  
1224 sqft
- B: 083  
1224 sqft
- C: COOLER-CHILLER  
64 sqft
- D: 1S  
1224 sqft
- E: PA1  
325 sqft





Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City Home Departments City Council E-Services Calendar Jobs

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

**Applications**

**Doing Business**

**Maps**

**Tax Relief**

**Tax Roll**

**Q & A**

**browse city services a-z**

**browse facts and links a-z**

**CBL** 013 M026001  
**Land Use Type** RETAIL & PERSONAL SERVICE  
**Property Location** 181 CONGRESS ST  
**Owner Information** PATERNO ERNEST A & JILL H DALTON JTS  
 61 EAST OXFORD ST  
 PORTLAND ME 04101  
**Book and Page** 15896/025  
**Legal Description** 13-M-26  
 CONGRESS ST 181-183  
 3070 SF  
**Acres** 0.0705

**Current Assessed Valuation:**

**TAX ACCT NO.** 1696 **OWNER OF RECORD AS OF APRIL 2012**  
 PATERNO ERNEST A &  
 JILL H DALTON JTS  
 61 EAST OXFORD ST  
 PORTLAND ME 04101  
**LAND VALUE** \$92,700.00  
**BUILDING VALUE** \$47,700.00  
**NET TAXABLE - REAL ESTATE** \$140,400.00  
**TAX AMOUNT** \$2,642.34

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

**Building Information:**



Best viewed at 800x600, with Internet Explorer

**Building 1**  
**Year Built** 1915  
**Style/Structure Type** RETAIL - SINGLE OCCUPANCY  
**# Units** 1  
**Building Num/Name** 1 - FILAMENT  
**Square Feet** 2448

[View Sketch](#) [View Map](#)

[View Picture](#)



**Exterior/Interior Information:**

**Building 1**  
**Levels** B1/B1  
**Size** 1224  
**Use** SUPPORT AREA  
**Height** 7  
**Heating** NONE  
**A/C** NONE

**Building 1**  
**Levels** 01/01  
**Size** 1224  
**Use** MULTI-USE SALES  
**Height** 9  
**Walls** FRAME  
**Heating** HOT AIR  
**A/C** UNIT

**Other Features:**

**Building 1**  
**Structure** COOLER CHILLER  
**Size** 8X8

**Outbuildings/Yard Improvements:**

**Building 1**  
**Year Built** 2000  
**Structure** ASPHALT PARKING  
**Size** 1X325  
**Units** 1  
**Grade** C

## Lease Agreement

Lease dated November 1, 2012 between Ernest Paterno and Jill Dalton (collectively the "Landlord") and Mary Catherine Capron and Jennifer Ann Capron (collectively the "Tenant").

1. Premises. The building located at 181 Congress Street, Portland, Maine (the "Premises"). Tenant shall have the use of the entire building except for storage area used by landlord in rear of the cinderblock portion of the building more particularly described as 4'x 6' locked cage (the "Storage Area"). Landlord additionally reserves the right to enter the Premises to access and use the Storage Area, so long as such use does not reasonably interfere with Tenants use of the Premises. Tenants shall have the use of the one parking space on the west side of the building. The other spaces at 179-181 Congress are reserved for residential tenants. Tenants, their customers and their guests shall park all other vehicles on the street.

2. Term; Renewal; Holdover. The commencement date of this Lease is November 1, 2012 for an initial term (the "Initial Term") of five (5) years . Tenant may renew for one five (5) year renewal term (the "Renewal Term") by notice to Landlord at least three months in advance. Any unauthorized holdover shall be month to month with prorated rent of two hundred percent of prior rent.

3. Rent. The monthly rent for the Premises for the Initial term is one thousand five hundred dollars (\$1500) which shall be due and payable on the first day of each month until November 1, 2014 at which time the rent for the Premises shall increase for the remainder of the initial term to one thousand five hundred and fifty dollars (\$1,550) due and payable on the first day of each month . The monthly rent for the Renewal Term shall be One Thousand Five Hundred and fifty Dollars (\$1,550) plus a percentage increase equal to the percentage of increase in the consumer price index ("CPI") during the Initial Term. CPI refers to the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, compiled by Bureau of Labor Statistics, United States Department of Labor. In the unlikely event that the CPI declines during the Initial Term, there will be no decrease in rent.  
Tenant shall pay a late charge of ten percent (10%) for any payment made after the fifth of each month

4. Security Deposit. Tenant agrees to pay \$1500 as a Security Deposit to be held by the Landlord, without interest, which Landlord may apply to overdue rent or to compensate for loss or damage from Tenant's breach. The Security Deposit will increase to One Thousand five Hundred and fifty dollars (\$1550) on November 1, 2014 with the rent increase. Cure of default must include replenishment of the Security Deposit. The Security Deposit shall be returned to the Tenant at the end of the Term, provided Tenant is not in default. Landlord will also hold \$1550 to be used as last months rent. These amounts will be paid in six (6) payments, five (5) payments of two hundred fifty dollars (\$250) and one (1) payment of three hundred dollars, due and payable on the first day of each month for the first six months of the Initial Term, in addition to the monthly rent payment, due and payable on the first day of each month. The first payment, due on January 1, 2013, of two hundred and fifty dollars (\$250) will be waived by landlord to cover painting done by tenants in the building.

5. Use of Premises. The premises shall be used for retail sales. No residential use is permitted.

6. Tenant Improvements. Tenant accepts the Premises "as is". All improvements or alterations require Landlord's written permission. All improvements will be made at Tenant's expense and all work will be done in a professional and workmanlike manner and in compliance with all laws, rules, regulations, codes, and ordinances. Tenant's fixtures remain Landlord's property at termination of the lease. Tenant's property remaining at termination becomes Landlord's property, with Tenant liable for disposal costs.

7. Maintenance. Landlord agrees to maintain the structure, roof, foundation, and exterior of the Premises, except for; repairs resulting from actions of Tenants or Tenant's guests; exterior window glass; utility system components servicing the Premises. Tenant agrees to be responsible for repairs and maintenance to the interior of the Premises. Landlord shall have no liability for disruption of Tenant's business from the Landlord's maintenance and repairs and no rent shall be abated.

8. Taxes and Utilities. Tenant shall pay personal property taxes on equipment and fixtures installed by Tenant. Landlord to pay real estate and other personal property taxes. Tenant is responsible for all utilities.

9. Insurance: Damage and Destruction. Tenant to maintain business insurance. Tenant to provide Landlord with appropriate certificates of insurance.

In the event of substantial damage to the Premises which causes the Premises to be unfit for Tenant's occupancy, either party may terminate the lease within thirty days of damage. Otherwise Landlord agrees to repair and rebuild to the extent of insurance proceeds received. In the event of damage rent shall be equitably abated. Each party releases the other, and any agent of the same, from liability for loss, damage or injury by casualty for which insurance is carried, to the extent of any recovery by the insured party under such insurance.

Tenant indemnifies, holds harmless and will defend Landlord from liability and expense (including attorney's fees) from injury, death, or property damage by reason of negligence, acts or omissions of Tenant, its agents, or invitees.

Tenant agrees to reimburse Landlord for any increases in insurance cost (both liability and property damage) due to Tenant's occupancy and change of use.

Tenant acknowledges that its property is its sole risk and Landlord shall not be insuring any of Tenant's property.

10. Eminent Domain. If the Premises are taken by Eminent Domain, this lease shall terminate. The entire takings award shall belong to Landlord, without deduction for Tenant's leasehold estate, hereby assigned to Landlord. Tenant may seek a separate award for "special award" for loss of Tenant's business or personal property. Rent will be equitably abated for partial takings.

11. Access. Landlord may enter the premises on reasonable notice to inspect, make repairs and show to prospective tenants, mortgagees, or purchasers, taking reasonable steps to avoid unreasonable interruption of Tenant's business.

12. Tenant's Covenants. Tenant covenant as follows:

(a) To pay rent when due;

(b) To procure any necessary permits for its use of Premises;

(c) To remove all goods and effects and yield up the Premises clean and in good order and repair, reasonable wear and tear excepted.

(d) Not to make any use of the Premises which is offensive, unlawful or contrary to laws, rules, regulations, codes and ordinances. Tenant agrees not to allow any activities which create disturbance to residential tenants between 10 p.m. and 7 a.m.

(e) To comply, at Tenant's expense, with laws governing the Premises, including health, safety, ADA, workplace smoking, illegal business operations and environmental laws, and to pay all liabilities, fines or expenses (including attorney's fees) arising out of failure to so comply.

(f) To pay the cost of work undertaken by Tenant and keep the Premises free of mechanics liens, and to save Landlord harmless and indemnified from liabilities or expenses (including attorney's fees) arising out of Tenant's work.

(g) To pay Landlord's costs and expenses (including attorney's fees) in enforcing this lease.

13. Default. If Tenant (a) fails to pay rent or comply with any other term, continuing for five days after written notice for payment default or ten days after written notice for other default (provided that Tenant shall have only two such sure opportunities for similar defaults in any 12 month period. Or (b) becomes insolvent or the subject of any bankruptcy, receivership or other insolvency law action, then Landlord may terminate by written notice. Tenant shall then quit and peacefully surrender the Premises to Landlord, and Landlord may without further notice, reenter and repossess itself thereof, by force, summary proceedings or otherwise. No termination shall relieve Tenant of liability and Tenant shall pay amounts equal to the several installments of rent and other charges as if this Lease had not been terminated, after due credit for reletting proceeds after deducting Landlord's costs, including brokerage fees, tenant fit up, and attorney's fees. Suit to collect such deficiency shall not prejudice Landlord's rights to collect for a subsequent period. Landlord may cure, on behalf of the Tenant, any default not cured within an acceptable cure period or any item which may become a default and which Landlord in good faith deems an emergency threatening persons or property, giving the practicable notice. Tenant to reimburse Landlord immediately for any such costs. Landlord's remedies are distinct, separate and cumulative and exercise of any one shall not be deemed exclusive of any other.

14. Waivers. Receipt of rent with knowledge of Tenant's breach shall not be deemed a waiver. Failure of either party to complain shall not be deemed a waiver of another or subsequent breach. Landlord's consent on one occasion shall not be deemed a consent on any subsequent occasion or a consent to any other action.

15. Notices. Notices shall be written and given by personal delivery or by mailing certified mail, return receipt requested, to Landlord at 15 Locust Street, Portland, Maine, 04101, and to Tenant at the Premises, or at such other address as either party may designate by written notice.

16. Quiet Enjoyment. Upon paying performance under this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or anyone claiming through Landlord.

17. Subletting. Tenant may not rent or sub lease any part of the Premises without prior written consent of Landlord.

18. Subordination: Attornment: Estoppel Certifications. Tenant shall execute any subordination instrument requested by the holder of any mortgage on the Premises. Tenant shall attorn to and recognize as Tenant's landlord hereunder such holder (or its successor), provided that such holder shall not be (a) liable for prior acts of Landlord or refund of any security deposit not transferred to holder; (b) subject to any claim or offset against Landlord; (c) bound by prepayment of rent more than one month in advance. Tenant shall execute on request a certificate (a) that this Lease is unmodified (or stating same) and in full force and effect (or otherwise), (b) that there are no defenses or offsets accrued (or stating any), and (c) that date to which rent is paid.

19. Exculpation. Landlord shall have thirty days after written notice (or such longer period as may be reasonably necessary) to cure any default. Landlord's liability is limited to its interest in the Premises. No mortgagee is liable for Landlord's default.

20. Miscellaneous. This instrument is the entire agreement, and shall not be modified except in writing. Invalidity of any provision shall not effect the remainder of this Lease. This Lease is binding upon the parties and their successors and assigns, except that the original Landlord named herein and each successive owner of the Premises is liable only for obligations accruing during period of ownership.

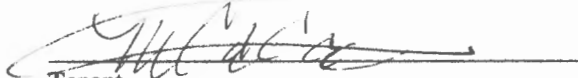
21. Attachments. The following attachments are included in said agreement and made a part hereof:

Attachment A: Rules and Regulations

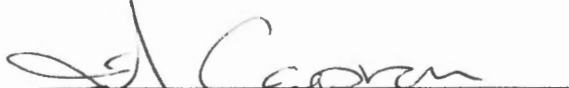
Attachment B: Security Deposit Refund Agreement

Attachment C: Disclosure of Information on Lead-Based Paint Hazards

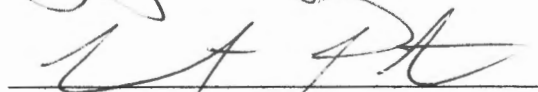
In witness whereof, the parties have executed this Lease as of the day and year written above.

  
\_\_\_\_\_  
Tenant

11-1-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tenant

11-1-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Landlord

11/1/12  
\_\_\_\_\_  
Date



Katie Made Bakery  
Relocation Plans  
181 Congress St. Portland, ME

Existing space changes from tattoo parlor to counter service bakery/cafe.

Changes include:

- Installation of 6 burner stove and overhead hood/ansul system
  - Installation of gas convection oven
  - Installation of 3-bay sink
  - Remove and enlarge counter tops
- } already done

See attached floor plan.