

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION

Permit Number: 061356

PERMIT ISSUED
SEP 26 2006

This is to certify that 247 CONGRESS STREET C/n/a

has permission to Change of use bridal shop to hair salon

AT 247 CONGRESS ST L 021 F00900

provided that the person or persons firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or service closed-in. 4
YOUR NOTICE REQUIRED

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____
Department Name

Millard A. Collins 09/26/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

Portland, Maine - Building or Use Permit Application

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

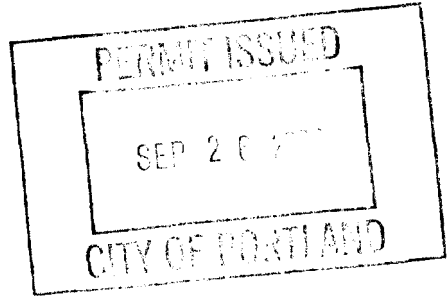
Permit No:	Issue Date:	CBL:
06-1356		021 F009001

Location of Construction: 247 CONGRESS ST	Owner Name: 247 CONGRESS STREET LLC	Owner Address: PO BOX 7225	Phone:
Business Name: <i>DAVANTI, INC</i>	Contractor Name: n/a	Contractor Address: Portland	Phone:
Lessee/Buyer's Name: <i>Paul Thompson</i>	Phone: <i>233-3290</i>	Permit Type: Change of Use - Commercial	Zone: <i>B2b</i>

Past Use: Commercial <i>-retail</i>	Proposed Use: Commercial change of use bridal shop to hair salon	\$105.00	\$105.00	I
Proposed Project Description: Change of use bridal shop to hair salon		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>B</i> Type: <i>38</i> <i>IBC 2003</i>	
		Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i> 09/24/06	
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: dmartin	Date Applied For: 0911212006	Zoning Approval		
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Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>9/24/06</i>	Me: _____	Date: _____



CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1356	Date Applied For: 09/12/2006	CBL: 021 F009001
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Location of Construction: 247 CONGRESS ST	Owner Name: 247 CONGRESS STREET LLC	Owner Address: PO BOX 7225	Phone:
Business Name:	Contractor Name: n/ a	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial change of use bridal shop to hair salon	Proposed Project Description: Change of use bridal shop to hair salon
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 09/21/2006
Note: **Ok to Issue:**
 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Michael A. Collins **Approval Date:** 09/21/2006
Note: **Ok to Issue:**
 1) 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.
 2) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.

Dept: Fire **Status:** Approved **Reviewer:** Cptn Greg Cass **Approval Date:** 09/21/2006
Note: **Ok to Issue:**

Comments:
 9/21/2006-mes: Paul T. Left me information concerning the dimensions within his area 10.5'x57'
 9/20/2006-mes: no dimensions on the submitted plans - I need to figure parking requirements - I left a voice mail for Paul T. In M's hold



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>243(A) Congress St.</u>		
Total Square Footage of		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>21</u> <u>F</u> <u>4</u>		Owner: <u>Harrison H. Sawyer</u> <u>395 Fore St.</u> <u>Portland</u>
Lessee/Buyer's Name (If Applicable) <u>Paul H. Thompson.</u> <u>Davanti Inc.</u>		Telephone: <u>772-6579</u>
Applicant name, address & telephone: <u>Paul H Thompson.</u> <u>32 Dekette Ln.</u> <u>Lewiston ME 233-3290</u>		cost Of Work: \$ <u>30</u> Fee: \$ <u>105.00</u> C of O Fee: \$ <u>75</u>
Current Specific use: <u>vacant</u>		
If vacant, what was the previous use? <u>bridal shop / retail</u>		
Proposed Specific use: <u>hair salon.</u>		
Project description: <u>The space would be used as hair salon. The space</u> <u>needs no construction, just needs painting, electric and plumbing.</u> <u>Change of Use Bridal Shop + Hair Salon</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>Paul Thompson</u>		
Mailing address: _____ Phone: <u>233-3290</u>		

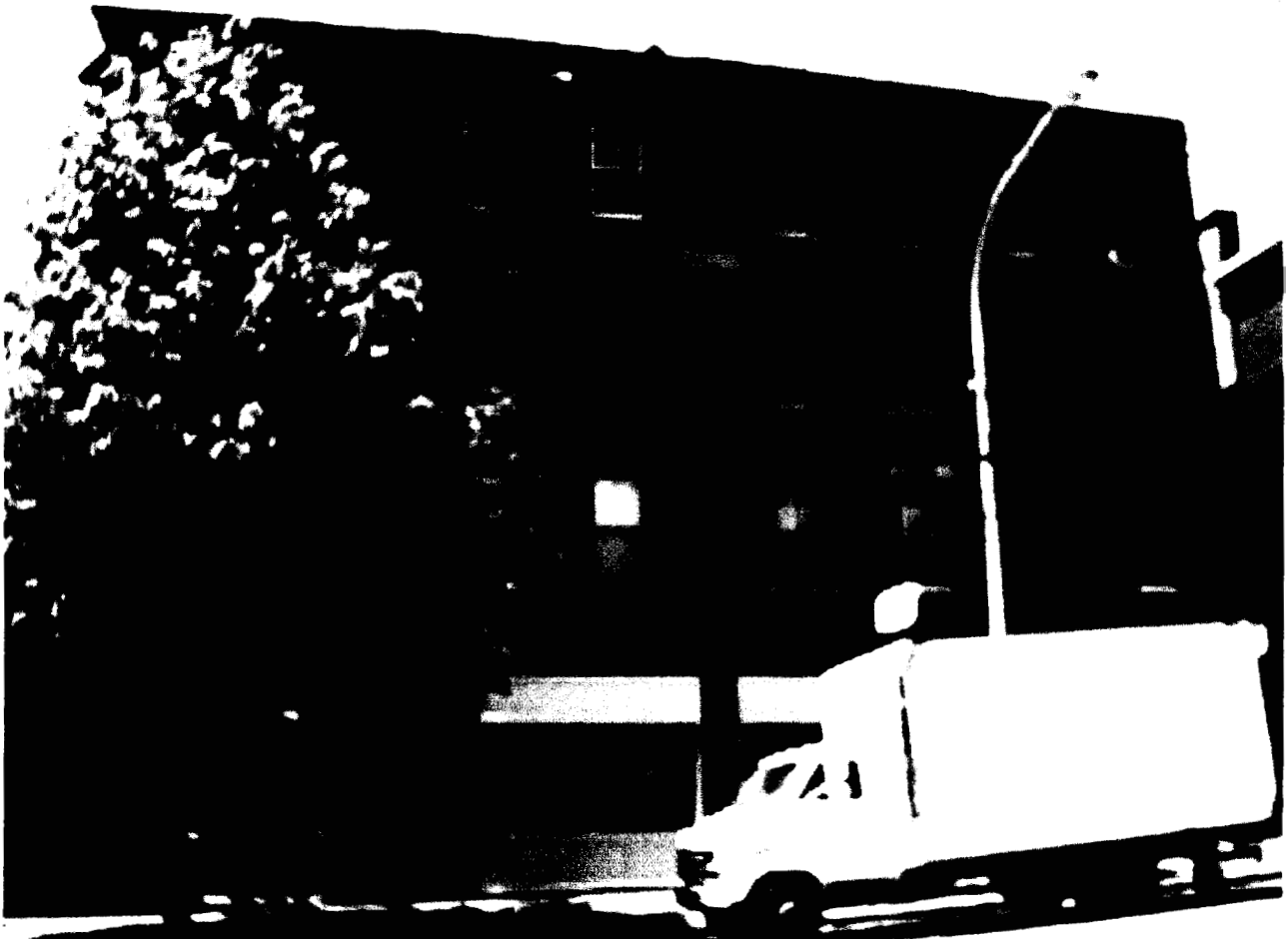
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

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 visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

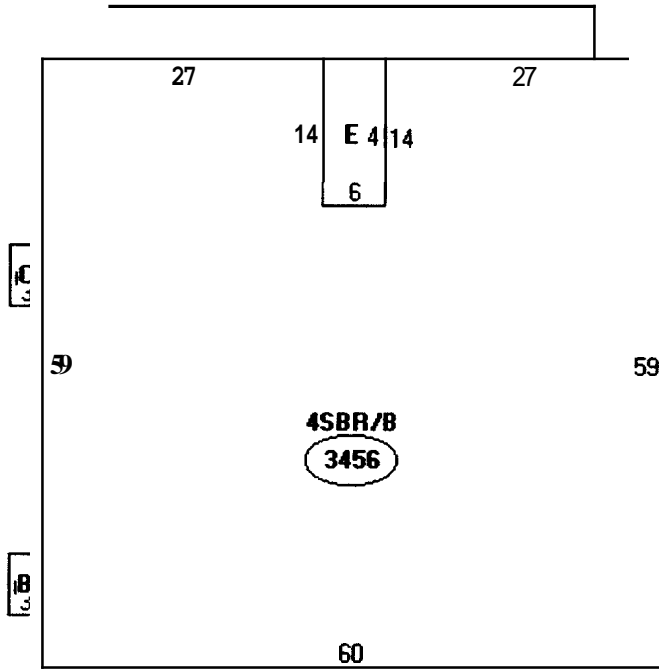
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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 of applicant <u>Paul H Thompson</u>	Date: <u>9-12-06</u>
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This is not a permit; you may not commence ANY work until the permit is issued.



↑
Apparently

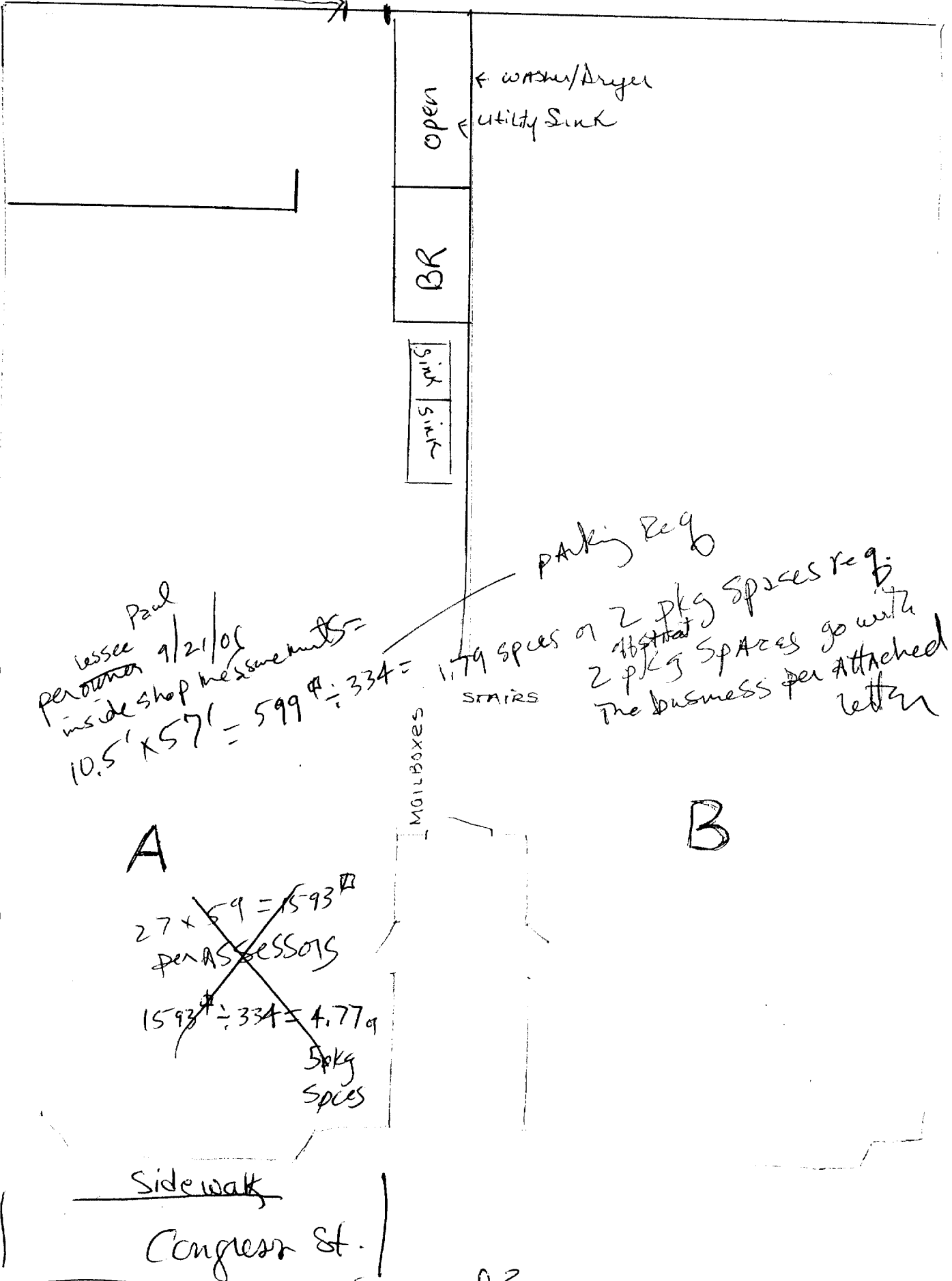


Descriptor/Area

- A: 4SBR/B
3456 sqft
- B: 3SFBAY
18 sqft
- C: 3SFRBAY
18 sqft
- D: DFP/WD/WD
235 sqft
- E: 1SFR/B
84 sqft

27x59

Egress 243 Congress Street



lessee Paul
 per owner 9/21/06
 inside shop mess measurements =
 $10.5' \times 57' = 599 \# \div 334 =$

parking req
 1.79 spaces of 2 pkg spaces req
 2 pkg spaces go with
 the business per attached
 letter

~~A~~
 ~~$27 \times 59 = 1593 \#$~~
~~per assessors~~
 ~~$1593 \# \div 334 = 4.77 \#$~~
~~5 pkg spaces~~

MAILBOXES

B

Sidewalk
 Congress St.

11.25' per sign appl?

H. H. Sawyer Realty Company & Daughters

Harrison H. Sawyer, Broker

P.O. Box 7225, 395 Fore Street, Portland, Maine 04112

Office: 772-6579 Fax: 773-0680

Date 6-23-06

I understand that my deposit, in the amount of \$ 750.00 is non-refundable once this document is signed- The deposit will be returned once the lease has been signed and all the terms and conditions of the lease have been fulfilled. The deposit will hold the apartment # Sue A located at 243 Congress St. Should the landlord choose not to rent the unit to the undersigned for any reason before the lease is signed, the deposit will be returned promptly. Any balance due of promised security deposit \$ 0.00 is due by this date 06/30/06. Rent is due on the first of each month. Any balance due of promised rent \$ 677.00 will be due by this date 7/31/06.

*** **Renter's Insurance is required before signing a lease.** Proof of Renter's Insurance must be present at the time of signing the lease and turning over any keys. Any insurance company who provides renter's insurance can be used.

All applicable utility companies must be contacted **prior** to lease signing to transfer the accounts into tenant's name.

I, Paul H. Thompson understand and agree to the above terms of this deposit.

Paul H. Thompson
Tenant's Name (signed)

Central Maine Power	1-800-750-4000
Northern Utilities (gas)	1-800-552-8464
Verizon Telephone	1-800-585-4466
GWI Internet	1-866-494-2020

Amica Mutual Insurance	1-800-255-3833
Cross Financial Insurance	207-780-1677 ** requires full premium payment At time of application

THIS INDENTURE OF LEASE made and entered into this 23rd day of June, 2006 by and between 247 Congress Street, LLC, party of the first part (hereinafter referred to as "Lessor") and Davanti, Inc., party of the second part (hereinafter referred to as "Lessee").

W I T N E S S E T H

THAT Lessor for and in consideration of the rent reserved, covenants and agreements hereinafter set forth to be kept, observed and performed by Lessee, has demised and leased and does hereby demise and let unto Lessee, the following described premises situated in the City of Portland, in the County of Cumberland, State of Maine, more particularly described as follows:

DESCRIPTION: Retail space located at 243 Congress Street Store A, Portland, Maine 04101.

TERM TO HAVE AND TO HOLD the above-described premises (hereinafter called the "demised premises") unto the Lessee for a term of Twenty-eight (28) days and Eleven (11) months from July 3, 2006 through June 30, 2007.

RENTAL YIELDING AND PAYING therefore the rent reserved for the period of the first Twenty-eight days shall be Six Hundred Seventy Seven Hundred Dollars (\$677.00) payable in advance for the period of July 3, 2006 through July 31, 2006. The rent for the first eleven months shall be Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) payable in consecutive equal monthly installments of Seven Hundred Fifty Dollars (\$750.00) each month in advance, on the first day of each and every month for the period of August 1, 2006 through June 30, 2007.

LATE FEE

A LATE FEE of four percent (4%) will be added to each payment that is fifteen or more days on arrears.

COVENANTS

The parties hereto, for and in consideration of the mutual promises and agreements herein contained, covenant and agree as follows:

RENT

Lessee covenants and agrees to pay each and every installment of the rent reserved as herein specified promptly when due and without demand.

REQUIREMENTS OF LAW; INSURANCE RATES

Lessee shall comply with all laws, orders, ordinances and regulations of Federal, State, County and Municipal authorities, and with any direction of any public

officer of officials, pursuant to law, which shall impose any duty, obligation or limitation upon Lessor or Lessee with respect to the demised premises or the use thereof arising from Lessee's specific use of the premises. Lessee agrees that all equipment installed meets City of Portland Codes. Lessee shall do or keep nothing, nor allow anything to be done or kept, on or about the demised premises which may be denominated extra hazardous as to insurance by fire insurance companies or which may increase Lessor's fire insurance rates or which may cause any Lessor's insurance to be adversely affected.

SURRENDER OF PREMISES

Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of lapse of time or Lessee's default or otherwise, Lessee shall quit and surrender the demised premises to Lessor, broom clean, in as good order and condition as they now are or may be put into by Lessor or the Lessee, ordinary wear excepted, and damage by fire or other inevitable accident beyond the control of Lessee, or its agents, employees, guests, or invitees excepted, and any other which it is the responsibility of Lessor to maintain or repair excepted; and Lessee shall remove all personal property of Lessee as directed by Lessor.

SPECIFIC USE

Lessee agrees that the demised premises during the term of the lease, and any renewal or extension thereof, shall be used and occupied only as a hair salon.

ALTERATIONS

Lessee will not make interior alterations to the demised premises without the written approval of the Lessor, which approval shall not be unreasonably withheld.

WASTE CLAUSE

Lessee will not make or suffer and strip or waste of the demised premises, and Lessor and/or any person holding a mortgage on the demised premises may enter during reasonable business hours to view and make improvements in the demised premises.

UTILITIES

Lessee pays for heat, hot water and electricity.

REAL PROPERTY TAXES

Lessor will pay all real property taxes, assessments, fees, impositions and charges levied upon or with respect to all or any part of the demised premises.

PERSONAL PROPERTY TAXES

Lessee will pay all personal taxes levied or assessed in respect of the personal property and trade fixtures on the demised premises belonging to the Lessee or persons, firms, or corporations other than Lessor.

RUBBISH

Lessee is responsible for rubbish removal.

SIGNS

All exterior signs must be approved by Lessor.

GLASS DAMAGE

Lessee will be responsible for glass damage.

ALARMS

Any alarm installed by Lessee shall be of the silent type.

QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances thereto without hindrance or molestation.

ACCESS BY LESSOR

Lessor shall have access to the demised premises during reasonable hours for the purpose of examining and inspecting the demised premises and of showing the same to prospective purchasers, mortgagees or tenants, and reading utility meters, provided such access does not unnecessarily interfere with the use of the demised premises by the Lessee.

REPAIRS AND MAINTENANCE

During the term of this Lease or any extension or renewal thereof, Lessor shall maintain the structural and exterior portions of the demised premises and repair any damage thereto, not caused by the negligence or willful act or omission of the Lessee, or its agents, employees, invites, or guests. Lessor will not provide, install, repair or maintain air conditioners.

FIRE AND CASUALTY INSURANCE

Lessor shall keep the building and the premises insured against loss or damage by fire or other casualty with the usual extended coverage endorsements in an amount equal to the full replacement value of said building and premises.

FIRE CLAUSE

If the demised premises during the term of this Lease or any extension or renewal thereof be so destroyed or damaged by fire or other unavoidable casualty not the fault of Lessee as to render the demised premises as a whole unfit for occupation, then the rent herein before reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated until the demised premises shall have been rebuilt and put in proper condition for occupancy by the Lessor, or these presents shall, at the election of either the Lessor or the Lessee, upon written notice thereof to be given within thirty (30) days after such damage or destruction, thereby be determined and ended, without prejudice to any rights of Lessor for breach of contract, arrears of rent.

DAMAGE TO PERSONAL PROPERTY

All merchandise, trade fixtures, effects and property of every kind, nature and description belonging to the Lessee or other persons on or about the demised premises shall be at the sole risk and hazard of Lessee, and if the whole or any part thereof shall be stolen or damaged or destroyed by fire, air, water or steam or by breakage or bursting of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever, no part of any loss resulting is to be charged to or borne by Lessor.

INDEMNIFICATION

Lessee and Lessor covenant and agree to forever save and hold each other harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the demised premises not caused by negligence or willful act or omission of other party, or its agents, employees, invites or guests, and/or resulting from that party's failure to observe or comply with any of the party's obligations undertaken in this Lease,

PUBLIC LIABILITY INSURANCE

Lessee agrees to take out and continuously maintain during the term of this Lease and any extension or renewal thereof a public liability insurance policy satisfactory as to coverage and carrier to the Lessor, protecting the Lessor against any and all claims that may be made against Lessor for damage to property or injury or death of persons by reason of or in any way arising on or out of or connected with the demised premises or Lessee's use or occupancy of the demised premises.

DEFAULT

If (i) the demised premises shall be abandoned by Lessee, or the estate hereby created shall be taken by process of law, (ii) Lessee shall default in the payment of any installment of rent when due, whether or not demanded, (iii) Lessee shall default in the faithful observance or performance of any other covenant to be performed by Lessee under this lease then Lessor shall give to Lessee a 7-day notice in writing of such default and a demand to cure the same, (iv) there shall be filed by or against Lessee a petition under any Chapter of Chapters of Bankruptcy Act of the United States or any other insolvency proceeding relating to the debts of Lessee shall be brought by or against Lessee, or Lessee shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay its debts as they mature or a receiver shall be appointed for Lessee or any substantial part of its property, then and in any one or more such events Lessor may, at Lessor's sole election, (x) enter the demised premises and expel Lessee and those claiming under it, and remove its and their effects, and/or notify Lessee that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or giving of such notice, whichever shall first occur, and the Lessee shall thereupon quit and surrender the demised premises to Lessor. In case of termination above provided, Lessor shall be deemed to have waived no rights or other remedies hereunder, or at law or in equity, and shall be entitled to recover arrearages of rent, damages as for breach of contract, which shall include, without limitation, the amount of the total rent reserved under this Lease for the full term as if the same had not been terminated, less any proper credits, and Lessor's reasonable attorney's fees and any other expenses of Lessor incurred in connection with the retaking of possession of the demised premises and the removal and storage of Lessee's effects and the recovery of damages of the exercise of other right and remedies.

ASSIGNMENT

Lessee shall not assign or encumber this Lease or sublet the demised premises or any part thereof.

NOTICES

Any notices from one party to the other hereunder shall be in writing and shall be deemed to be duly given and delivered when delivered by hand or certified mail, addressed to the address of such party below set forth;

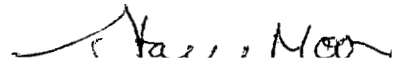
SUBORDINATION

The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the premises and the land and building of which said premises are apart.


LESSOR: Cathy-Ann Wirth, Manager
247 Congress Street, LLC
P.O. Box 7225, DTS
Portland, Maine 04112

LESSEE: Paul Thompson
Davanti, Inc.
243 Congress Street Store A
Portland, ME 04101

7-3-06
Date


247 Congress Street, LLC Manager/Lessor

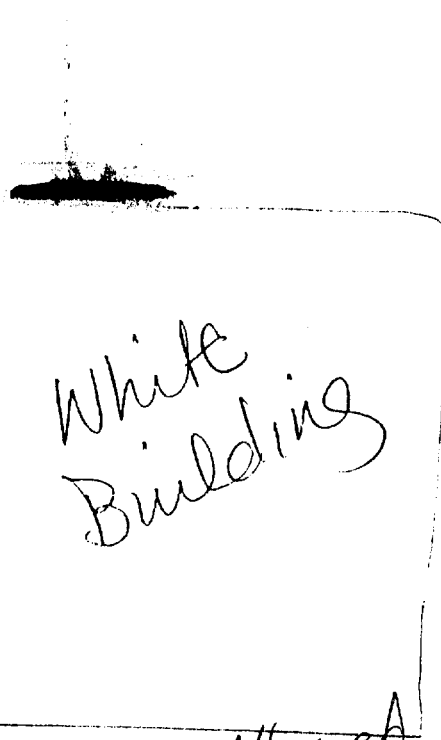
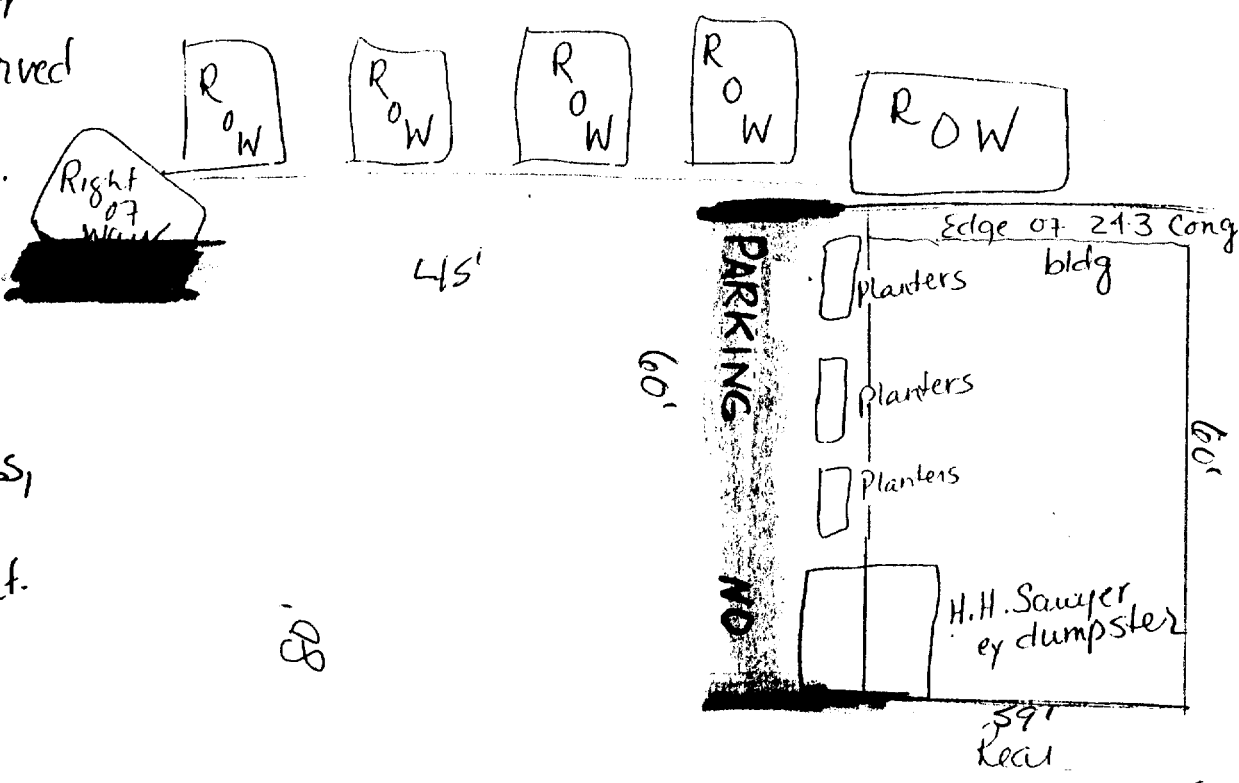
7-3-06
Date


Paul Thompson, Davanti, Inc./Lessee

Security Deposit of \$750.00 was received on 6/23/06.

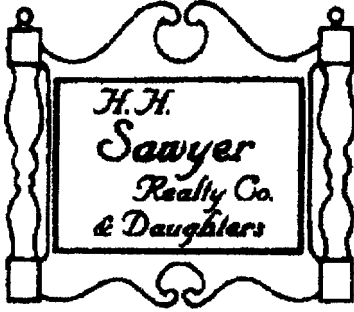
Kear of 243-241 Congress St.

Spaces marked right of way or ROW are reserved for adjoining property owners. On left side, parking extends to point about five feet before edge of 243 Congress, indicated by orange highlight.



Parking for H.H. Sawyer tenants only in pink highlighted areas. Boundaries are edge of grey dumpster and edge of building, as highlighted in orange.

2 pkg spaces allowed per submitted letter Smith Street



395 Fore Street
P.O. Box 7225
Portland, ME 04112
Tel: (207) 772-6579
Fax: (207) 773-0680

September 12, 2006

Paul Thompson
DBA Davanti Inc
243 Congress Street, Store A
Portland, Maine 04101

Dear Paul,

Please be advised that there **are two parking spaces** available in the parking area for your use. The **spaces are available** on a first come first serve basis. Attached is a rough drawing of the parking area that shows the available **spots**.

If you have any questions regarding this notice, please contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy-Ann Wirth".

Cathy-Ann Wirth
H. H. SAWYER REALTY COMPANY