

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that OWEN B PICKUS

Located At 290 CONGRESS ST

Job ID: 2012-02-3305-CH OF USE

CBL: 028-D-003-001

has permission to Change the use from Nail Salon to Retail Grocery

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

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

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

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

*AMB* *2/24/12*  
\_\_\_\_\_  
Code Enforcement Officer / Plan Reviewer

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

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

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

Job No: 2012-02-3305-CH OF USE	Date Applied: 2/17/2012	CBL: 028- D-003-001	
Location of Construction: 290 CONGRESS ST	Owner Name: OWEN B PICKUS - 290 CONGRESS LLC	Owner Address: 2 CHABOT DR WESTBROOK, ME 04092	Phone:
Business Name: African Grocery Store	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: James Shol	Phone: 207-347-4990 or 443-452-5902	Permit Type: BLDG - Building	Zone: B-2b
Past Use: Personal Service - Nail Salon	Proposed Use: Retail - Change of use to retail - no construction	Cost of Work: 1000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A Signature: Capt. Perone 2/20/12	Inspection: Use Group: <b>AM</b> Type: Signature: <b>AM</b> 2/24/12
Proposed Project Description: Change of use from Nail Salon to Retail		Pedestrian Activities District (P.A.D.)	

Permit Taken By:	<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 information may invalidate a building permit and stop all work.</p>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan  <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM  Date: <i>OK w/condition</i> <i>2/17/12 AM</i>	<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 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  Date: <i>AM</i>
	<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 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

## 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.**

### 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  
Penny St. Louis

Job ID: 2012-02-3305-CH OF USE

Located At: 290 CONGRESS ST

CBL: 028- D-003-001

## **Conditions of Approval:**

### **Zoning**

1. Separate permits shall be required for any new signage.

### **Fire**

1. All construction shall comply with City Code Chapter 10.
2. Fire extinguishers are required. Installation per NFPA 10.
3. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
4. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
5. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
6. Sprinkler protection shall be maintained. Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
7. Non-combustible construction of this structure requires all construction to be Non-combustible.
8. Any cutting and welding done will require a Hot Work Permit from Fire Department.

### **Building**

1. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
2. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
3. 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.
4. Approval of City license is subject to health inspections per the Food Code. This approves a retail establishment with no food preparation.
5. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

B-26

2012-02-335

Owner - 290 Congress LLC  
2 Chabot St  
Westbrook, ME  
04092



# 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.

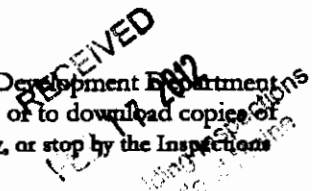
Location/Address of Construction: <u>290 Congress</u>			Total Square Footage of Proposed Structure/Area	Square Footage of Lot <u>1740</u>	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>28</u>	Block# <u># D</u>	Lot# <u>03</u>	Applicant *must be owner, Lessee or Buyer* Name <u>RUBA INT CORP DBA African Grocery Store</u> Address <u>290 Congress Street</u> City, State & Zip <u>Portland ME 04101</u>		Telephone: <u>207 347 4990</u> <u>860 593 2922</u> <u>443 452 5902</u>
Lessee/DBA (If Applicable) <u>African Grocery Store</u>		Owner (if different from Applicant) Name <u>JAMES SHAL</u> Address <u>290 Congress St</u> City, State & Zip <u>Portland ME 04101</u>		Cost Of Work: \$ _____ C of O Fee: \$ _____ Total Fee: \$ _____	
Current legal use (i.e. single family) <u>N/A</u>			Number of Residential Units <u>N/A</u>		
If vacant, what was the previous use? <u>Hair Dressing &amp; NAILING SALON</u>					
Proposed Specific use: <u>Retail Grocery &amp; Export bookings office into</u>					
Is property part of a subdivision? _____			If yes, please name _____		
Project description: <u>change of use nail salon to retail.</u>					
Contractor's name: <u>N/A</u>					
Address: <u>290 Congress Street</u>					
City, State & Zip <u>Portland ME 04101</u>				Telephone: <u>207 347 4990</u>	
Who should we contact when the permit is ready: <u>JAMES SHAL &amp; Elyah</u>					
Mailing address: <u>290 Congress Street Portland ME 04101</u>				Telephone: <u>207 347 4990</u>	

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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: 02/16/12

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

Congress St

INDIA STREET

(Hampshire)

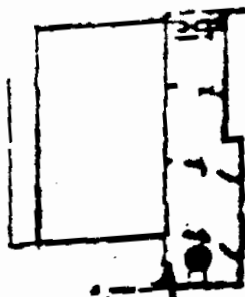
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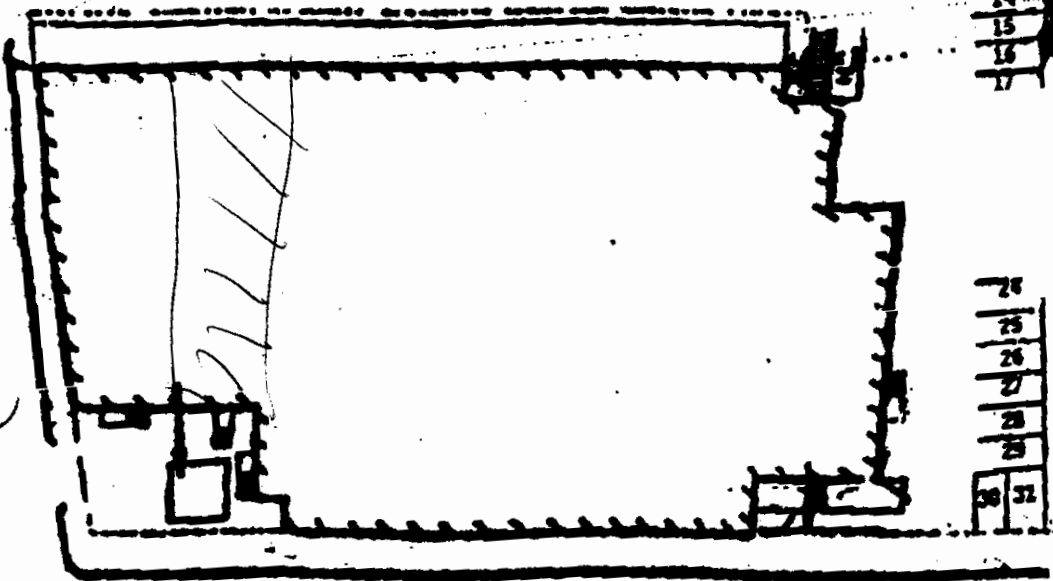
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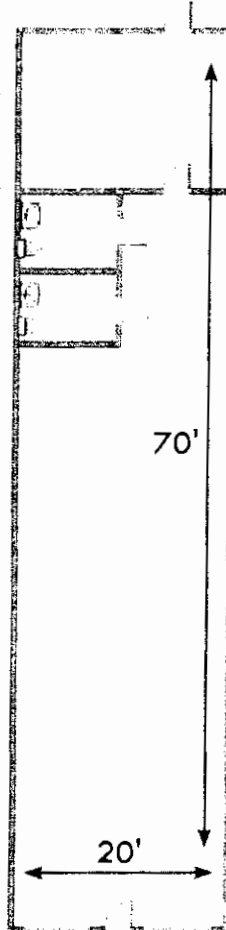


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RITE-AID

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GODD  
LAUNDROMAT

LABOR  
READY



CONGRESS ST.

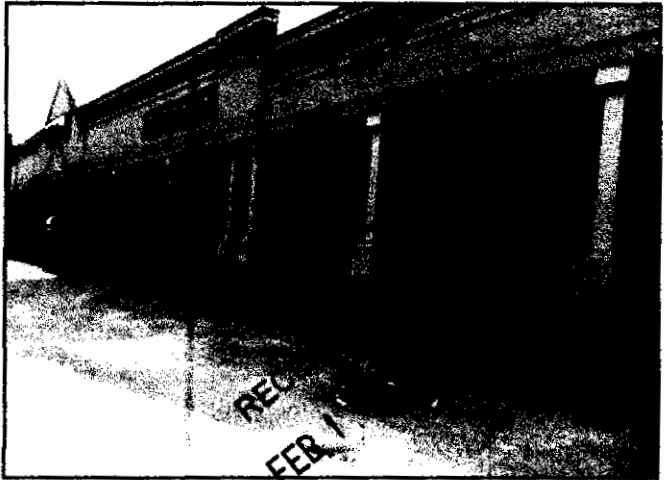
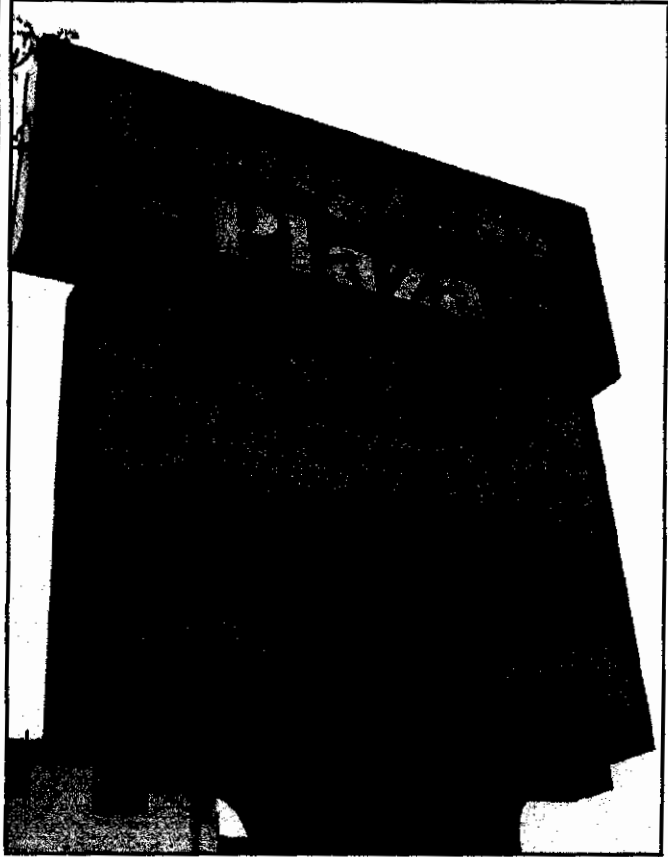
HAMPSHIRE ST.

*This drawing is not to scale. It is for representational purposes only.*

95 India St. Portland, Maine 04101 | Tel. 207-774-7715 | [www.balfourcommercial.com](http://www.balfourcommercial.com)

*THE INFORMATION IN THIS PROFILE HAS BEEN PROVIDED BY THE CLIENT. MAGNUSSON BALFOUR COMMERCIAL & BUSINESS BROKERS MAKES NO REPRESENTATIONS AS TO ITS ACCURACY. THIS PROFILE IS FOR THE CONFIDENTIAL USE OF THE INDIVIDUAL TO WHOM IT HAS BEEN GIVEN. BUYERS ARE ADVISED TO CONDUCT THEIR OWN INVESTIGATION TO ACCURACY OF INFORMATION AND CONSULT WITH THEIR APPROPRIATE FINANCIAL, LEGAL, OR BUSINESS ADVISORS.*

# PHOTOS



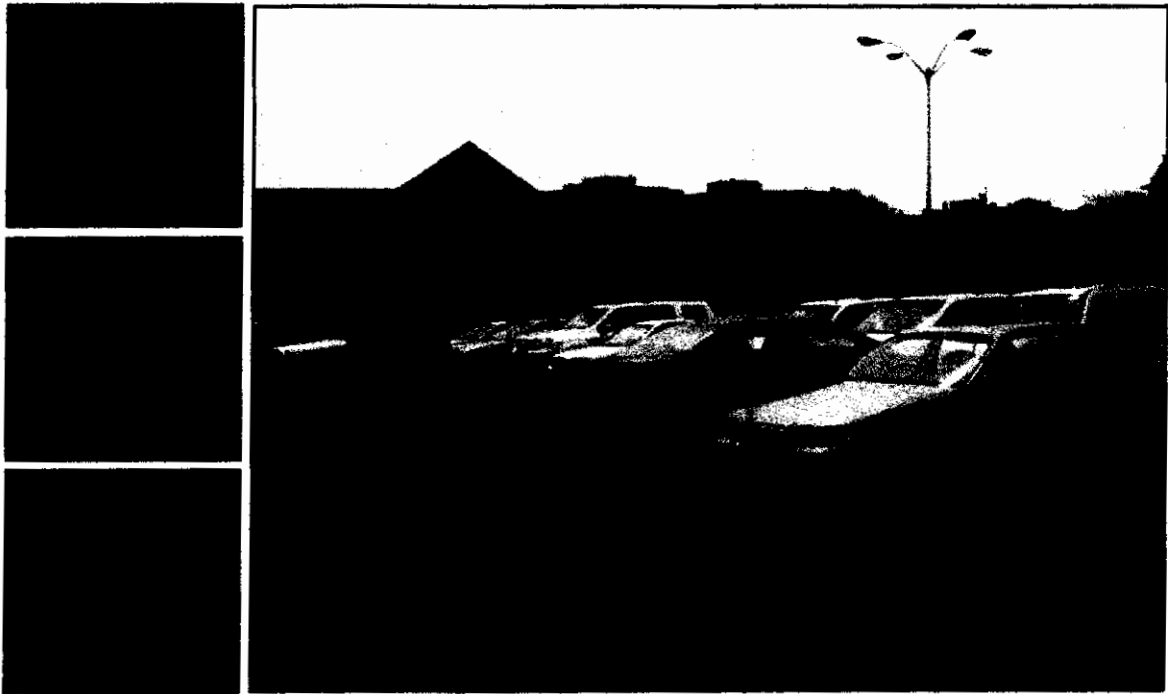
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Dept. of  
City



# CONGRESS ST. STRIP MALL SPACE FOR LEASE



292 CONGRESS ST.  
PORTLAND, ME 04101

# LEASE AGREEMENT BETWEEN 290 CONGRESS LLC AND RUBA INTERNATIONAL CORPORATION, LLC

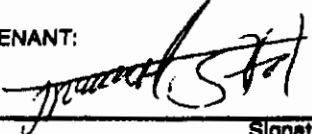
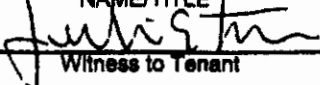
1. PARTIES 290 Congress LLC with a mailing address of 2 Chabot St., Westbrook, ME 04092 ("LANDLORD"), hereby leases to RUBA International Corp., LLC., with a mailing address of 290 Congress Street, Portland, Maine 04101, ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 1740+/- square feet of Gross Leasable Area. The Premises are located at 290 Congress Street, Portland, ME 04101 together with the right to use in common, with others entitled thereto, the walkways and parking areas for tenants and customers.
3. TERM The term of this lease shall be for Five (5) years, unless sooner terminated as herein provided, commencing on February 1, 2012 and ending on January 31, 2017. Occupancy Date of December 15, 2011. At occupancy, Tenant will be responsible for their prorata share of NNN expenses and all utilities.
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> |
|----------------------------|-------------------------|---------------------|
| <u>02/01/12 – 01/31/13</u> | <u>\$17,400.00</u>      | <u>\$1,450.00</u>   |
| <u>02/01/13 – 01/31/14</u> | <u>\$17,922.00</u>      | <u>\$1,493.50</u>   |
| <u>02/01/14 – 01/31/15</u> | <u>\$18,459.66</u>      | <u>\$1,538.31</u>   |
| <u>02/01/15 – 01/31/16</u> | <u>\$19,013.45</u>      | <u>\$1,584.45</u>   |
| <u>02/01/16 – 01/31/17</u> | <u>\$19,583.85</u>      | <u>\$1,631.99</u>   |
- payable in advance in equal monthly installments on the first day of each month during the term, 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: 290 Congress LLC, 2 Chabot St., Westbrook, ME 04092. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.
5. RENEWAL OPTION One (1) Five Year Renewal Option. Rate: Annual 3% increases. Tenant must notify landlord, in writing, 90 days prior to lease term, of his intent to exercise the renewal option. If property transfers to a new owner, the new Landlord will have the option to honor this renewal option or not.
6. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of (\$1,450.00), which shall be held as a security for the Tenant's performance as herein provided and refunded to the 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 TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, (7.94%) percent of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If 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 COSTS The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, (7.94%) percent of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building (not separately metered) (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs for common area cleaning and janitorial services, (iv) all costs of maintaining the building including the operation and repair of heating and air-conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the building, including, without limitation, property management fees, and (vii) all other reasonable costs relating directly to the ownership, operating, maintenance and management of the building by LANDLORD. The TENANT'S share of operating expenses shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this lease TENANT shall make monthly estimated payments to LANDLORD, as additional rent, for TENANT's share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of

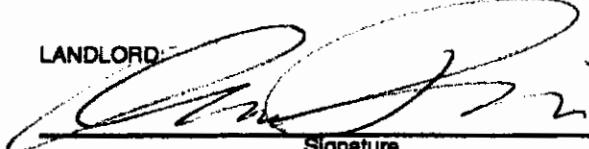

**DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 8 day of November 2011.

TENANT:

  
\_\_\_\_\_  
Signature  
James Deng  
NAME/TITLE  
  
\_\_\_\_\_  
Witness to Tenant

LANDLORD:

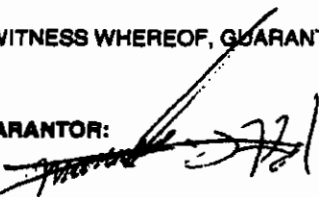
  
\_\_\_\_\_  
Signature  
Owen Pickus D.O., Esq.  
NAME/TITLE  
  
\_\_\_\_\_  
Witness to Landlord


GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, 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 that shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 8 day of November, 2011.

GUARANTOR:

  
\_\_\_\_\_  
Signature  
James Deng  
NAME/TITLE

  
\_\_\_\_\_  
Witness to Guarantor