

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Permit Number: 100372

PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

This is to certify that Waterfront Properties LLC/Benchmark has permission to Renovations to existing space (1st floor) expansion of space will fit up on first floor (right side) into space that was part of Mezzanine level building AT 250 Commercial St 031 L034001

JUN 7 2010

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 written permission procured before this building or part thereof is lathed or otherwise used-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. [Signature]
Appeal Board _____
Other _____
Department Name _____

[Signature] 6/7/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 10-0372	Issue Date:	CBL: 031 L034001
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Location of Construction: 250 Commercial St	Owner Name: Waterfront Properties LLC	Owner Address: Union Wharf	Phone:
Business Name: Nine Stone	Contractor Name: Benchmark	Contractor Address: 34 Thomas Dr. Westbrook	Phone: 2075917600
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: w/c2

Past Use: Commercial / Spa (Nine Stone) & Photo Studio (Macomber Inc Photo)	Proposed Use: Spa / Renovations to existing space (2nd floor) & expansion of spa with fit up on first floor (right side) into space that was part of Macomber Inc. Photo Studio.	Permit Fee: \$770.00	Cost of Work: \$75,000.00	CEO District: 1
Proposed Project Description: Renovations to existing space (2nd floor) & expansion of spa with fit up on first floor (right side) into space that was part of Macomber Inc. Photo Studio.		FIRE DEPT: w/ conditions 5/10/10 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: B/M Type: SB DRC-2003 Signature: <i>[Signature]</i> 6/7/10	
		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: gg	Date Applied For: 04/15/2010	Zoning Approval
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<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>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: <i>4/16/10 JEM</i></p>	<p>Zoning Appeal</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>Date: _____</p>	<p>Historic Preservation</p> <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 <p>Date: <i>ABU</i></p>
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PERMIT ISSUED

JUN 7 2010

City of Portland

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: 10-0372	Date Applied For: 04/15/2010	CBL: 031 L034001
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Location of Construction: 250 Commercial St	Owner Name: Waterfront Properties LLC	Owner Address: Union Wharf	Phone:
Business Name: Nine Stone	Contractor Name: Benchmark	Contractor Address: 34 Thomas Dr. Westbrook	Phone: (207) 591-7600
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Spa / Renovations to existing space (2nd floor) & expansion of spa with fit up on first floor (right side) into space that was part of Macomber Inc. Photo Studio.	Proposed Project Description: Renovations to existing space (2nd floor) & expansion of spa with fit up on first floor (right side) into space that was part of Macomber Inc. Photo Studio.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 04/16/2010
Note: The expansion of the spa is not a change of use since both spa and photo studio are personal service. **Ok to Issue:**
1) Separate permits shall be required for any new signage.
2) 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:** Jeanine Bourke **Approval Date:** 06/07/2010
Note: **Ok to Issue:**
1) Handrails at 34"-38" are required on both sides, headroom shall be maintained at 6'-8" in all parts of the stairway.
2) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
4) Application approval based upon information provided by applicant with revisions dated 6/4/10. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Ben Wallace Jr. **Approval Date:** 05/10/2010
Note: **Ok to Issue:**
1) New fire door assemblies protecting vertical openings shall be 60-minute rated.
2) A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
3) 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 .
4) Walls in structure are to be labeled according to fire resistance rating.
IE; 1 hr. / 2 hr. / smokeproof.
5) Fire extinguishers required. Installation per NFPA 10
6) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
7) A single source supplier should be used for all through penetrations.
8) All construction shall comply with NFPA 1 and 101.

Comments:

Location of Construction: 250 Commercial St	Owner Name: Waterfront Properties LLc	Owner Address: Union Wharf	Phone:
Business Name: Nine Stone	Contractor Name: Benchmark	Contractor Address: 34 Thomas Dr. Westbrook	Phone (207) 591-7600
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

5/12/2010-jmb: Spoke with Jared at Archetype, he had David L. Call back, difficulty delineating the separate tennant spaces, plans to be stamped and submit design certs, need basement plan to clarify rear egress, common corridors, fire doors He will submit revisions.

6/2/2010-jmb: Benchmark rep came in to review what details are needed for the plans, I printed the comments and he will deliver to Archetype, Bill Hopkins.

6/4/2010-jmb: Received revised submissions

4/16/2010-gg: received pdf and entered. /gg

4/22/2010-wallaceb: Asked for stair details and wall cross sections with UL listings. Laundry needs to be rated.

4/22/2010-wallaceb: Removal of the door on the second floor between the front exit stair door and the convenience stair creates a situation where a smoke on the first floor will block access to the front exit stair from the front half of the second floor.

BUILDING PERMIT INSPECTION PROCEDURES

**Please call 874-8703 or 874-8693 (ONLY)
or email: 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 Inspection 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 with construction.**

 X **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

 X **Final inspection required at completion of work.**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR 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

Department of Building Inspections

Original Receipt

April 15 2010

Received from Benchmark

Location of Work 250 Commercial

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: 750.00

Building (IL) Plumbing (IS) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 031-1034

Check #: 55580 Total Collected \$ 750.00

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

10 0372



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.

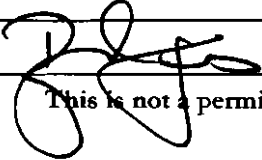
Location/Address of Construction: 250 COMMERCIAL ST. - NINE STONES		
Total Square Footage of Proposed Structure/Area 2,200 SF <i>PROPOSED</i>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 031 L 034	Applicant * <u>must</u> be owner, Lessee or Buyer* Name BENCHMARK <i>CONTRACTOR</i> Address 34 THOMAS DR. City, State & Zip WESTBROOK, ME	Telephone: 207-591-7600
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name CA WATERFRONT PROPERTIES LLC Address UNION WHARF City, State & Zip PORTLAND, ME 04101	Cost Of Work: \$ 75,000 C of O Fee: \$ 750 + 30 Total Fee: \$ 780
Current legal use (i.e. single family) COMMERCIAL SPA (NINE Stone) If vacant, what was the previous use? Proposed Specific use: SAME USE AS CURRENT - CHANGE OF USE Is property part of a subdivision? FROM OFFICE TO SPA If yes, please name EXPANSION Project description: RENOVATION TO EXISTING SPA ADDING TREATMENT ROOMS <i>* talked to Brad Fries - no expansion WITHIN EXISTING TENANT SPACE on 2nd floor - spa expanding to 1st floor - was at photo studio</i> Formerly MACMURDO INC PHOTO		
Contractor's name: BENCHMARK <i>STUDIO</i>		
Address: 34 THOMAS DR.		
City, State & Zip WESTBROOK, ME 04092		Telephone: 207-591-7600
Who should we contact when the permit is ready: BRAD FRIES		Telephone: 207-591-7608
Mailing address: (SAME AS ABOVE)		

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

Received PDF entered 66

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, 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: 	Date: 4.14.10
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This is not a permit; you may not commence ANY work until the permit is issued

* LEASE AGREEMENT FOR TENANT AT
250 COMMERCIAL ST. (NINE STONES)

February 4, 2010

Nine Stones, LLC
250 Commercial St.
Portland, Maine 04101

Attention: M. Pamela Macomber

Dear Pam:

This letter will serve as a five (5) year rental agreement beginning March 1, 2010 and ending February 28, 2015 between Nine Stones, LLC herein after referred to as Tenant and the CM Waterfront Properties, LLC, hereinafter referred to as Landlord, for certain real estate located at 250 Commercial St., Portland, Maine.

The terms, conditions and provisions of this rental agreement are as follows:

1. **Location** – 250 Commercial St., a portion of the 1st and 2nd floor with access from 2 areas on the first floor and a portion of the basement.
2. **Area leased** – 2,500 sq. ft. +- on the 1st and 2nd floors that is currently occupied by Tenant plus an additional 1,780 sq. ft +- on the 1st and 2nd floors that will be built out for Tenant's business use and 831 sq. ft. in the basement.
3. **Tenant use** – The Tenant will use the property rented solely for the use of operating a day spa and any related types of business that relate to the Tenant's core business. Any change in use must receive written permission from the Landlord which will not be unreasonably withheld.
4. **Parking leased** – Three (3) parking spaces located in front of 250 Commercial St., opposite the access steps and ramp.
5. **Rental term** – Five (5) years with one five (5) year option period to renew this rental agreement. This rental agreement begins March 1, 2010 and ends February 28, 2015.

RECEIVED

APR 16 2010

Dept. of Building Inspections
City of Portland Maine

6. Rent Schedule	Per Month	Per Year
<i>Existing space used by Tenant</i>		
2,500 sf +- on 1 st & 2 nd floor	\$3,187.50	\$38,250.00
<i>Add. space to be built out by Tenant</i>		
1 st floor - 1,390 sf +- @ \$10.00/sf	\$1,158.33	\$13,900.00
2 nd floor – 390 sf +- @ \$10.00/sf	\$325.00	\$3,900.00
Basement storage/office 831 sf @ \$3.00/sf	\$207.75	\$2,493.00
Three (3) parking spaces @ \$85.00/space	\$255.00	\$3,060.00
Any additional parking will be at \$85/mo.		
Total rent with additional space	\$5,133.58	\$61,603.00

Note: The rent for the additional space to be built out by Tenant shall begin when renovations to the space are substantially complete, but no later than June 1, 2010.

Obligation to pay rent – It is agreed that the Tenant is obligated to pay the monthly rent as stated above and agrees that the monthly rent will be due and payable to the Landlord on or before the 10th day of each month during the 60 month rental agreement. Furthermore, the Landlord has the right to terminate this rental agreement and evict the Tenant by legal process from the premises now occupied by the Tenant if the Tenant does not pay the monthly within 15 days following receipt of written notice from the Landlord or fails to perform or observe any other obligation contained in this rental agreement within 15 days following receipt of written notice from the Landlord.

Renewal option – At the end of the initial five (5) year rental term, Tenant shall have one (1) – five (5) year option to renew this rental agreement. A 120 day prior written notice is required by Tenant of its intent to renew this rental agreement. Upon receipt of said notice, Landlord will notify Tenant of the new monthly rent and any other matters that may require discussion and adjustment between Tenant and Landlord. If Landlord and Tenant are not able to reach agreement on the terms of the renewal within 30 days of Landlord's receipt of Tenant's renewal notice, this rental agreement shall automatically terminate at the end of the initial term, unless Landlord and Tenant agree otherwise. The following expenses will be considered at the renewal time: market rates, inflation, maintenance and any other increased costs that might affect Tenant's leased space.

- 6. Common Area Maintenance Charges(CAM or Operating Expenses) –** Tenant agrees to pay Landlord as CAM Charges, it's Pro-Rata Share of the following operating expenses during the 60 month Rental Term of this lease: CAM charges to include but not necessarily limited to:

Note: basement space not subject CAM charges with the exception of heat, air conditioning and/or electricity. A monthly fee to be agreed upon by the Tenant and Landlord to cover the months or times this space is in use.

The Tenants Pro-Rate Share of the CAM Charges will be 20 % of the total square footage area of the building.

- a. All costs of utilities metered and paid by the Landlord (electricity, heat, air conditioning, gas, water, sewer)
- b. All City of Portland Real Estate Property taxes including Portland's Downtown District tax and any other tax that maybe placed on the Building.
- c. All costs for security alarm service, maintenance and replacement.
- d. All costs for building and systems maintenance without limitation the operation and repair of heating and air conditioning equipment and dock elevator.
- e. All costs for any insurance carried by the Landlord related to the building.
- e. All costs for common area cleaning including materials and equipment, janitorial services, trash removal (interior and exterior) and window cleaning.
- g. All other reasonable costs relating directly to the ownership, operation, maintenance and management of the building.

Payment of CAM charges – On or before March 10, 2010 and continuing thereafter of each month during the 60 month Rental Term, the Tenant shall make monthly estimated payments to the Landlord as payment of CAM charges for Tenant's Pro-Rata Share of building operating expenses for the then calendar year. Said estimated monthly payments shall be made together with the Base Rent payments and shall be equal to one twelfth (1/12) of the tenant's Pro-Rata Share of the Landlord's projected operating expenses for the then current calendar year. After the end of each calendar year, the Landlord shall deliver to the Tenant a statement showing the operating expenses for the prior calendar year, together with the Tenant's Pro-Rata share of such expenses. The Cam charges statement will be deemed accurate in the event the Tenant does not provide the Landlord with specific written objection within 30 days of receipt of the statement. The Tenant shall pay to the Landlord within 30 days of receipt of the statement if there are no objections or 30 days after objections have been notified, the Pro-Rata share of the CAM Charges less any estimated payments previously paid. If the estimated payments exceed the Tenant's Pro-Rata share, then the excess shall be applied to the Tenant's monthly payments for estimated operating expenses for the next calendar year. For the first year of this Rental Agreement, the

Landlord will be using the previous building owner's operating expense data for calculating the monthly estimated CAM Charges.

- 8. Tenant's right of access** -The Landlord gives the Tenant and its customers the right of access over and along Union Wharf for the term of this rental agreement.
- 9. Tenant signage** – All Tenant signage shall be subject to the Landlord's written approval, which will not be unreasonably withheld or delayed and shall be in accordance with all local and state government codes.
- 10. Changes to space rented and cleaning:** Any and all plans or modifications to the interior space or building by the Tenant or the Tenant's agents will be submitted to the Landlord for its approval, not to be unreasonably withheld or delayed. The Tenant will be responsible for the interior space: making any changes to the existing walls, floor plan, painting, decorating, fitting out of the interior space for their specific business use and all cleaning of the Tenant's space. The Tenant will keep the exterior entrance to their space picked up and free from debris. The Tenant will have a snow shovel on hand to maintain access to their space after the Landlord has cleared snow from a storm. The Landlord will see that all parking areas are plowed during the snow months.
- 11. Condition of space if vacated** - If Tenant should not renew this lease agreement, and vacate the leased premises, then the leased space will be left in good condition, broom clean, free from debris with normal wear and tear accepted. All items and equipment pertaining to Tenant's business is its property and any permanent fixtures and improvements to the premises are Landlord's property
- 12. Sublet of Landlord's property and assigning the lease** -The Tenant agrees not to sublet any of the property of the Landlord without written consent from the Landlord and further agrees not to assign this rental agreement without the written consent of the Landlord. Written consent from the Landlord shall not be unreasonably withheld. For the purposes here of, the term "assign" shall include the transfer by the principals (owners) of the Tenant, a controlling interest in the Tenant's stock (if the Tenant is a corporation), membership interests (if the Tenant is a limited liability company) or partnership interests (if the Tenant is a partnership). If this written consent to assign this rental agreement is given to the Tenant, the Landlord has the right and option to increase the monthly rent not more than 5% for the remaining term of this rental agreement.
- 13. Zoning** – It is the responsibility of the Tenant to determine all zoning ordinances and secure all of the necessary or required permits and approvals for its proposed use of the space rented. The Landlord makes no representations or warranties as to the suitability of or the ability to obtain regulatory approval for the leased premises for the Tenant's intended use.

- 14. Fire and Casualty insurance** – The Landlord will carry fire insurance for the property rented by the Tenant. If the leased premises or the building in which the leased premises are located during the terms of this Lease be so destroyed or damaged by fire or other casualty as to render the leased premises or any portions thereof unfit for use, then the rent hereinbefore 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 leased premises shall have been rebuilt and put in substantially the same or similar condition by the Landlord as said leased premises were immediately prior to such damage or destruction; or these premises may if at least 33 1/3% of the building of which the premises are a part was damaged or destroyed, at the election of either party, upon written notice to be given within thirty (30) days after such damage or destruction, be terminated and ended.
- 15. Liability insurance** – The Tenant agrees to maintain a policy of comprehensive public liability insurance insuring the Landlord and the Tenant. This insurance policy shall be in the amounts no less than One Million dollars (\$1,000,000.00) each occurrence combined single limit, Two Million dollars (\$2,000,000.00) Aggregate, combined single limits. A certificate of insurance evidencing same will be provided to the Landlord and will be kept in the Tenant's file in the Landlord's offices.
- 16. Bankruptcy** – This rental agreement will be terminated in the event any action or proceeding is filed by or against the Tenant under the Bankruptcy Act whether for reorganization or bankruptcy.
- 17. Indemnify and hold harmless** – The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims for the injury to persons or damage to property in or about the premises and any costs or damage which the Landlord may incur by reason of any such valid claim arising from or out of the use, occupancy or possession of the demised premises by Tenant.

Attached please find a floor plan of the property rented.

If you agree with the terms, conditions and provisions of this rental agreement, please sign both copies of the rental agreement, have them both witnessed and return one copy to:

Charles A. Poole
CM Waterfront Properties, LLC
PO Box 7467
Portland, Maine 04112

Sincerely,

Charles A. Poole Date: 2/4/10
CM Waterfront Properties, LLC
Charles A. Poole, Partner

Scott A. Dyer Date: 2/4/10
Witness

M. Pamela Macomber Date: 2/8/10
M. Pamela Macomber
Owner

_____ Date: _____
Witness

Guaranty

The undersigned M. Pamela Macomber, principal owner of Nine Stones, LLC, hereby unconditionally guaranties all obligations of Tenant under the above rental agreement, and agrees that in the default of a default by Tenant, Landlord shall have complete recourse against him, individually, for the performance of Tenant's obligations.

M. Pamela Macomber Date: 2/8/10
M. Pamela Macomber, individually