

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that 10 EXCHANGE PROPERTIES, LLC - PIZZA SHOP

Located At 10 EXCHANGE ST

Job ID: 2011-10-2485-CH OF USE

CBL: 032-1-012-001

has permission to Open a pizza shop, minor fit up 9 seats or less 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

 11/14/11
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: 2011-10-2485-CH OF USE	Date Applied: 10/06/2011	CBL: 032- 1-012-001	
Location of Construction: 10 EXCHANGE ST	Owner Name: 10 EXCHANGE PROPERTIES, LLC	Owner Address: PO BOX 4894 PORTLAND, ME 04112	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Luca Pizzuti	Phone: 516-506-8354	Permit Type: BLDG - Building-change of use	Zone: B-3
Past Use: Cigar Bar	Proposed Use: Retail establishment - pizza w/9 or less seats	Cost of Work: 5000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: B Type: 3B IBC-2009 Signature: <i>[Signature]</i>
Proposed Project Description: change of Use, cigar bar to pizza retail establishment		Pedestrian Activities District (P.A.D.) <i>11/14/11</i>	

Permit Taken By:	Zoning Approval		
<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>	Special Zone or Reviews <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/conditions 10/24/11</i>	Zoning Appeal <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:	Historic Preservation <input type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <i>see attached</i> <input type="checkbox"/> Denied Date: <i>10/30/11</i> <i>D. Andrews</i>
	CERTIFICATION		

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
------------------------	---------	------	-------

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHONE
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Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development
Building Inspections Division

Location: 10 Exchange St.

CBL: 032- I-012-001

Issued to: 10 Exchange St Properties, LLC.

Date Issued: 11/16/2011

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2011-10-2485-CH OF USE, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Rear 1st Floor

APPROVED OCCUPANCY

Retail
Use Group B
Type 3B
IBC-2009

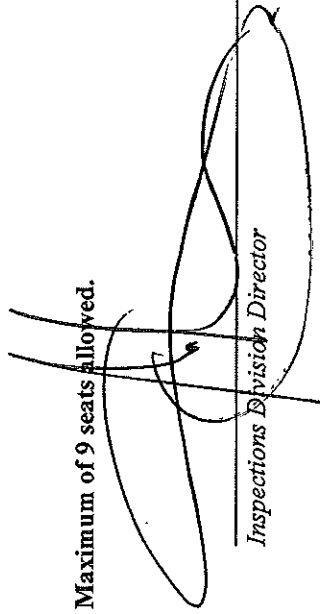
Limiting Conditions: This is a use permit **ONLY** it does not certify building code compliance. Maximum of 9 seats allowed.

Approved:

11-17-11

(Date)

Inspector


Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

2011 10 ~~24~~ 24 Mail
2485



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>10 Exchange St.</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>32 I 12</u>	Applicant * must be owner, Lessee or Buyer* Name <u>LUCA PIZZUTI</u> Address <u>106 EAST G. AVENUE</u> City, State & Zip <u>OLD ORCHARD BEACH ME 04064</u>	Telephone: <u>516-506 8354</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ <u>5000.00</u> C of O Fee: \$ <u>40.00</u> Total Fee: \$ 5040.00 <u>\$145.00</u>
Current legal use (i.e. single family) <u>vacant</u>	Number of Residential Units <u>PC 50.00</u>	
If vacant, what was the previous use? <u>Cigar bar</u>		
Proposed Specific use: <u>PIZZA - WITH 9 SEATS</u>		<u>FOR NP</u>
Is property part of a subdivision? _____	If yes, please name _____	
Project description: <u>Change of use</u>	RECEIVED	
Contractor's name: <u>N/A</u>	<u>TOTAL PC 195.00</u>	
Address: _____	<u>OCT - 6 2011</u>	
City, State & Zip _____	Dept. of Building Inspections City of Portland Maine	
Who should we contact when the permit is ready: _____	Telephone: _____	
Mailing address: _____		

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, 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: Luca Pizzuti Date: _____

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

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 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.**

Close In Elec/Plmb/Frame prior to insulate or gyp, if needed

Final Inspection prior to occupancy

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

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-10-2485-CH OF USE

Located At: 10 EXCHANGE ST

CBL: 032- I-012-001

Conditions of Approval:

Zoning

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.
3. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
4. With the issuance of this permit and the certificate of occupancy this tenant space shall be a retail establishment with nine seats or less. If the number of seats goes above nine, then a change of use permit will have to be applied for to change the use to restaurant.

Building

1. Application approval based upon information provided by applicant. 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. Equipment must be installed in compliance per the manufacturer's specifications, and UL listing.
4. 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
5. Approval of City license is subject to health inspections per the Food Code.
6. 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.
7. Ventilation of this space is required per ASHRAE 62.1 – 2007
8. If the installation of the direct vent for the pizza ovens becomes a nuisance, action may be taken to remediate per city ordinance.

Historic

1. Plywood panel surrounding vent to be painted out a dark recessive color (e.g. dark green or dull red) to match the rest of the rear storefront.
2. White trim around door and windows to be painted out the same dark recessive color.

Note: The purpose of these conditions is to make the alterations in the rear alleyway as inconspicuous as possible.

Fire

1. All construction shall comply with City Code Chapter 10.
2. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
3. Fire extinguishers are required. Installation per NFPA 10.
4. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
5. 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.
6. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
7. 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.
8. Any cutting and welding done will require a Hot Work Permit from Fire Department.
9. If the cooking process creates any issues, The Fire Prevention Bureau may require a hood at a later date.

Chris Pirone - Fwd: Venting

From: Luca Pizzuti <lucapizzuti@gmail.com>
To: <cpp@portlandmaine.gov>
Date: 11/2/2011 5:16 PM
Subject: Fwd: Venting

Dear Captain:

Here is the email explaining further about the venting for my oven. I hope this clarifies any questions you have because I feel that the city of Portland is not very inviting to new business owners - I was warned - but chose not to heed anyone's warnings. I also cannot understand in this economy, why the city of Portland would be turning away prospective business owners by making them jump through hoops.

I recall having a conversation with you and you told me to get the information from the manufacturer regarding the venting and if it can be done by venting your department would have no problem - except now there is a problem. You even inspected the oven yourself and found no evidence of grease - because as I explained pizza is not cooked with grease - I am not Domino's pizza and I have 25 years experience being a cook. I know what foods produce grease and what foods don't. I cannot spend thousands of dollars more to a building that I do not own. I need to provide for my family and all these delays are further draining me financially.

All the venting I will be doing will, of course, be up to fire code. If there still is an issue I feel that the only choice I have is not to proceed further and just pack everything up and try to find a town that is more business friendly. I thank you for all you have done.

Sincerely, Luca Pizzuti

----- Forwarded message -----

From: Peerless <peerless@lrbcg.com>
Date: Wed, Nov 2, 2011 at 3:48 PM
Subject: Venting
To: lucapizzuti@gmail.com

I will try to explain so this makes sense to everyone.

Our ovens can be vented two ways.

- 1) Direct
- 2) Under a vent hood.

As option 1, direct venting is either accepted in your area or it is not. If it is, please follow the guidelines for direct vent that we faxed to you. We call them the do's and don'ts. It is a compilation of commonly accepted practices and common sense. If you directly vent, a down draft diverter is a must.

We do not recommend 90 degree elbows as they stop up flue gases, but 2- 45 degree elbows used together create horizontal movement with vertical rise and are acceptable.

This common sense suggestion has nothing to do with the by-products the oven creates, other than to say that if vented properly, all CO and CO2 are removed from the building.

Option 2 is used when option 1 is not accepted in your area.

Benjamin Wallace - Re: Roma pizza paperwork

From: Benjamin Wallace
To: Chris Pirone; luca pizzuti
Date: 11/3/2011 8:52 AM
Subject: Re: Roma pizza paperwork
CC: Jeanie Bourke; John Martell
Attachments: Benjamin Wallace.vcf

Mr Pizzuti,

I'm sorry to have this take so long for you. A separate hood permit will be required. Additionally I do need additional information in order to evaluate your cooking equipment installation before I approve the permit. The City Code requires your installation to comply with NFPA 1, *Fire Code*, 2009 edition and NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Operations*, 2008 edition which is adopted by reference. NFPA 96 states the following:

4.1 General

4.1.1 Cooking equipment used in processes producing smoke or grease-laden vapors shall be equipped with an exhaust system that complies with all the equipment and performance requirements of this standard.

4.1.1.1* Cooking equipment that has been listed in accordance with UL 197 or an equivalent standard for reduced emissions shall not be required to be provided with an exhaust system.

4.1.1.2 The listing evaluation of cooking equipment covered by 4.1.1.1 shall demonstrate that the grease discharge at the exhaust duct of a test hood placed over the appliance shall not exceed 5 mg/m³ when operated with a total airflow of 0.236 m³/s (500 cfm).

I understand that this is a gas fueled deck oven and UL 197 applies to electric cooking equipment; that is why 4.1.1.1 allows another standard. However regardless of the standard it listed under the listing has to have evaluated the requirements of 4.1.1.2. Additionally the manufactures listed installation instructions must be complied with which clearly do not allow 90 degree bends in the duct.

Please provide the manufacturer's listing indicating compliance with Section 4.1.1.2. If the appliance does not meet these minimum requirements a type 1 hood and hood suppression system is required with applicable hood and suppression system permits. Alternatively you can hire a licensed engineer to design an engineered system to handle the cooking exhaust.

Please continue to use e-mail for all correspondence.

Thank you,

Lt. Benjamin Wallace Jr.
Fire Prevention Officer
Portland Fire Department
380 Congress Street
Portland, Maine 04101

(207)874-8400

wallaceb@portlandmaine.gov

>>> luca pizzuti <romapizzaoldport@gmail.com> 11/2/2011 10:30 AM >>>

He sat is ok whai he as sam consern

On Wednesday, November 2, 2011, Chris Pirone <Cpp@portlandmaine.gov> wrote:

> We received it yesterday. Lt. Wallace looked at as soon as it came in and he does have some concerns. I will have him contact you with specifics but I do believe that manufactures paper work did not contain enough info.

>

> Captain Chris Pirone

> Portland Fire Department

> Fire Prevention Bureau

> 380 Congress Street

> Portland, ME 04101

> (t) 207.874.8405

> (f) 207.874.8410

>

>

>>>> luca pizzuti <romapizzaoldport@gmail.com> 11/01/11 20:16 PM >>>

> Dear Capt. Pirone:

> This is Luca regarding 10Exchange street - The historical dept signed off

> and I wanted to know if the paperwork made it back to you? I want to know

> the next step -I am in new York and need to know if I should come up soon I

> am anxious to open especially since I have a stack of bills and the

> landlord needs his rent (which was due last week) please call me.

> 516-506-8354. Thank you for your time

>

> Luca Pizzuti

>

>

MAXIMIZER

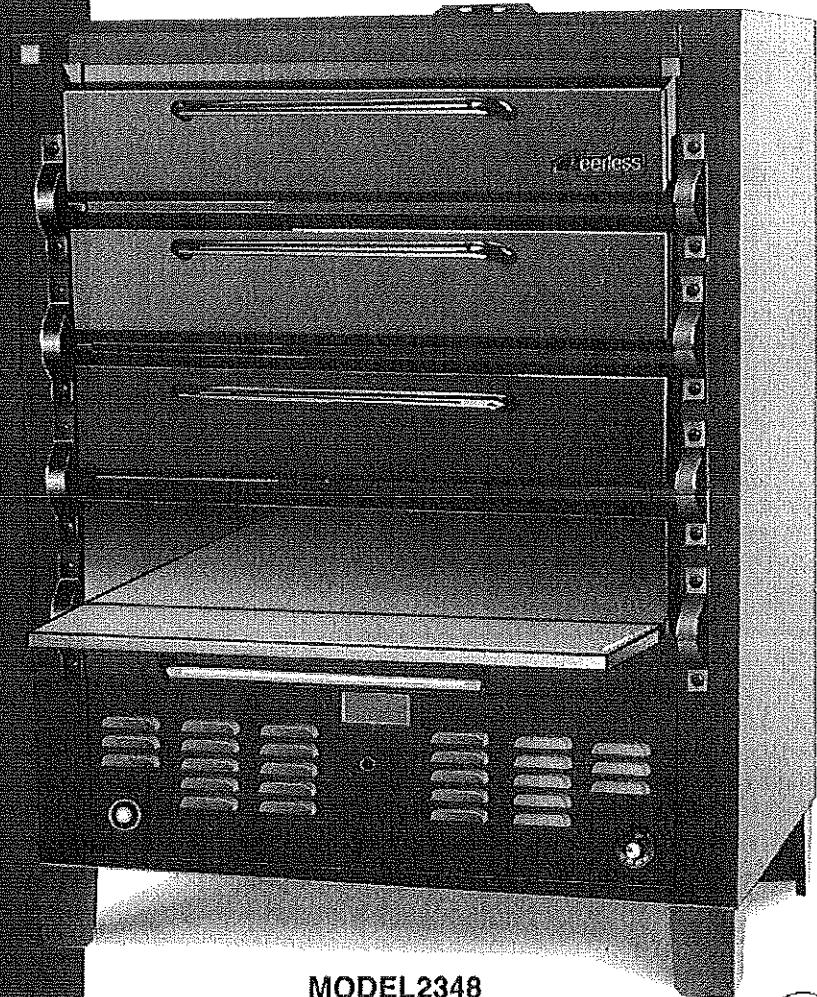
Multideck Ovens

MORE FOR LESS

*More Cooking Space per Floor Space
More Cooking Capacity per Sales Dollar
More Performance per Gas Dollar*

General Features:

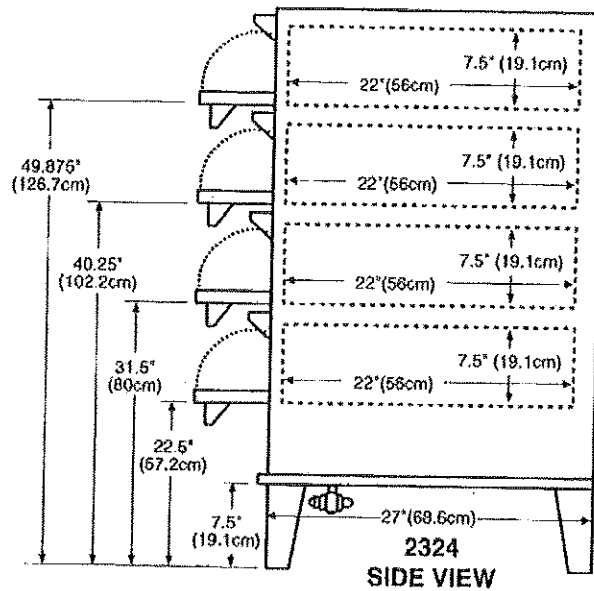
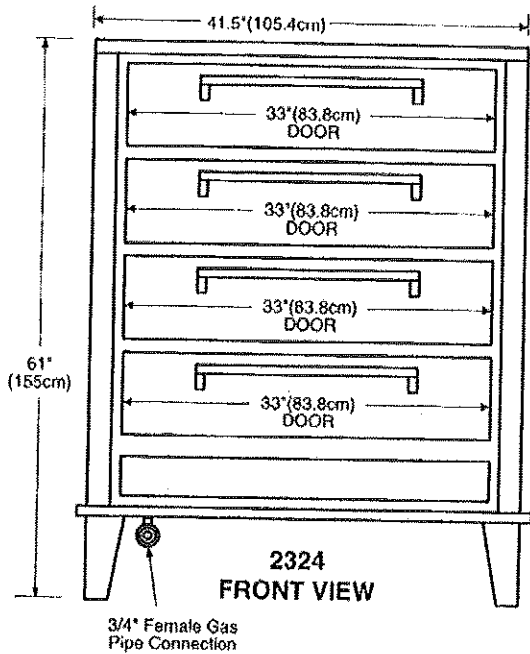
- **Quality construction** – for long life
- **Time proven** – 75 years of design life
- **More for less** – More sq. inches of cooking space for each precious foot of kitchen space. More oven for your investment dollar.
- **Large capacity** – Four- & eight-pan models
- **Energy efficient** – New energy-saving burner system
- **Aluminized interior**
- **150°–500° Bake thermostat** (standard)
- **650° pizza thermostat** available
- **Pizza stones** available
- **Versatile** – Perfect for a variety of baking needs
- **Easily serviceable** – All controls can be replaced from the front of the unit
- **Warranty** – one-year parts and labor
- **Power** – Gas only



MODEL 2348
8-PAN OVEN SHOWN
4-PAN MODEL AVAILABLE



Peerless
PROFESSIONAL COOKING EQUIPMENT



MODEL #	DECK			BODY			MAX BTU INPUT	SHIPPING WEIGHT
	W	D	H	W	D	H		
2324	33" 83.8cm	22" 56cm	7.5" 19.1cm	41.5" 105.4cm	27" 68.6cm	61" 155cm	60,000	536lbs 243kg
2348	42" 106.7cm	32" 81.3cm	7.5" 19.1cm	50.5" 128.3cm	37" 94cm	61" 155cm	90,000	720lbs 327kg

Durable Construction

The "2300 series" ovens are constructed on a 14-gauge, hot-rolled base with prime 20-gauge, cold-rolled top and sides. The interior is made of *Armco Type-1, 20-gauge, aluminized steel*. The shelves are made of 16-gauge, aluminized steel.

Energy Efficiency and Performance

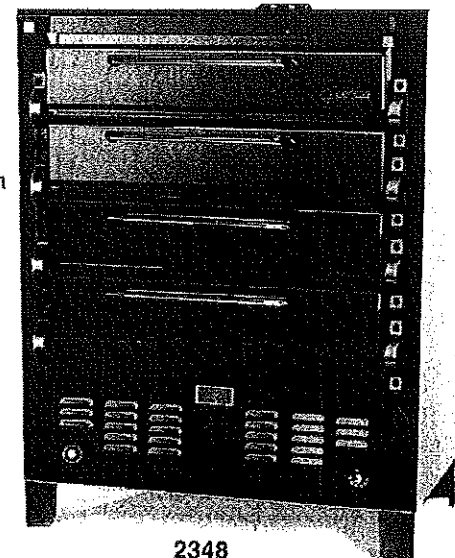
The Peerless multideck ovens are equipped with highly efficient *steel tubular burners*. The 2324, four-pan oven has four, tubular burners that supply 60,000 BTU's for great performance and fast recovery. The 2348, eight-pan oven is equipped with six, tubular burners that supply 90,000 BTU's. All units are equipped with *modern safety pilots and thermostats*. Our pizza oven version comes with separate on/off valve.

Space Savers

Because our unique construction and the fact the controls are under the door, the Peerless multideck ovens are by far the most *space conservative* ovens on the market today. The 2324, four-pan oven requires only 41.5" while the eight-pan requires only 51.5". This frees up valuable kitchen and/or hood space.

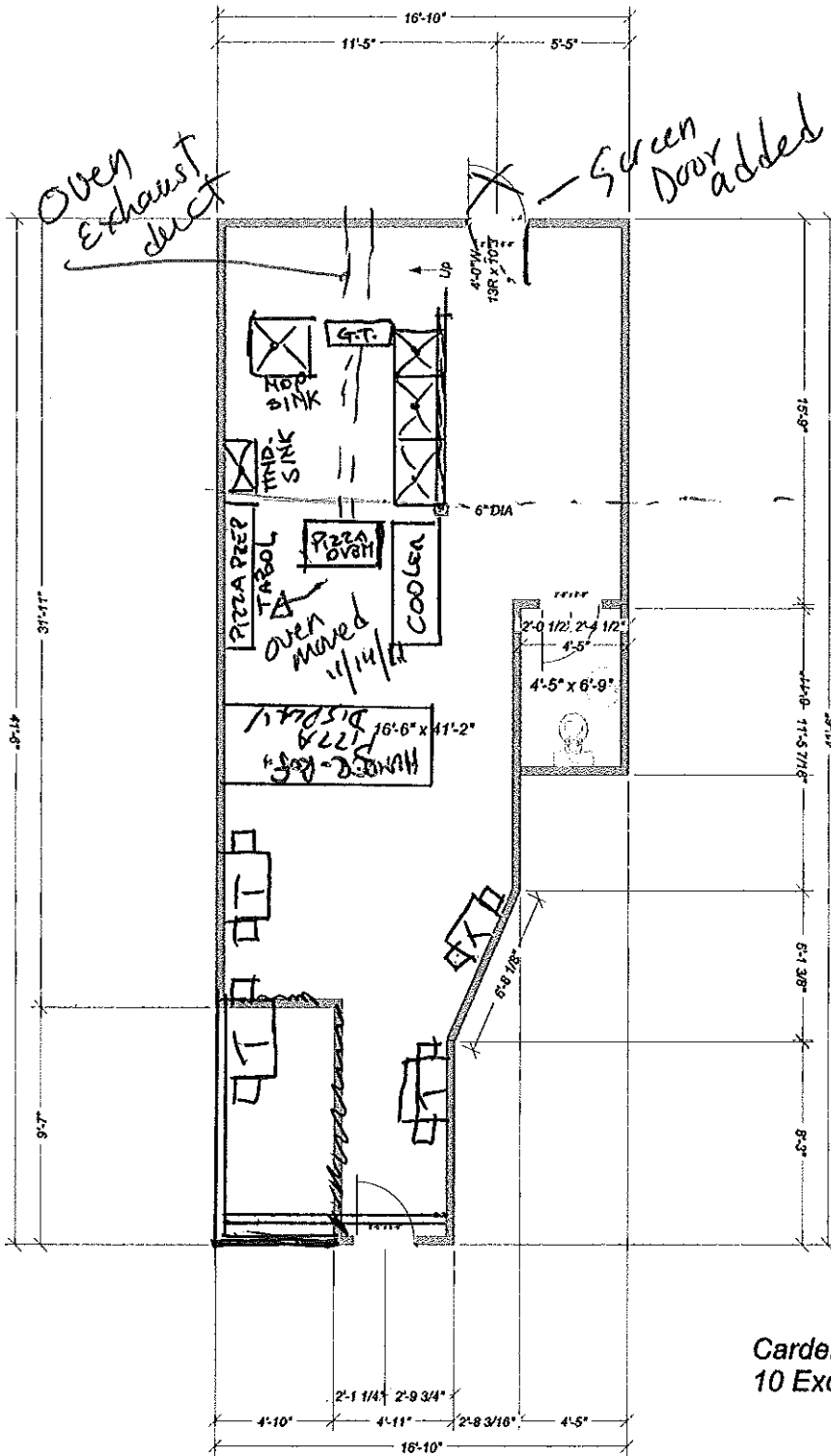
Capacity

Each of the four decks of the 2324, four-pan oven measure 33"x22"x7.5". They can easily handle a 18"x26" bun pan, two 12" pizzas or a variety of other products. The 2348, eight-pan oven has four, large 42"x32"x7.5" decks capable of holding eight 18"x26" bun pans, twenty-four 12" pizzas, or sixteen 16" pizzas, all using only 51.5" of space.



Peerless
PROFESSIONAL COOKING EQUIPMENT

Plan



Cardente Real Estate
10 Exchange Street, Portland, ME

front - Exchange St
↓



This is the
correct vent
location
JMB
11/14/11





DO'S AND DON'TS OF VENTING!



DO NOT DO THIS!

**DO INSTALL UNDER A HOOD
DO INSTALL DIRECT VENT**

**DON'T INSTALL DIRECT VENT WITHOUT A DIRECT VENT DIVERTOR AND PEERLESS
FACTORY VENT PARTS CW678 & CW679**

DON'T INSTALL VENT PIPE WITH 90 DEGREE ELBOWS (2 45'S IN PLACE OF 1-90)

DON'T INSTALL DIRECT VENT IN A KITCHEN WITH A HOOD!

SEE ATTACHED PHOTO

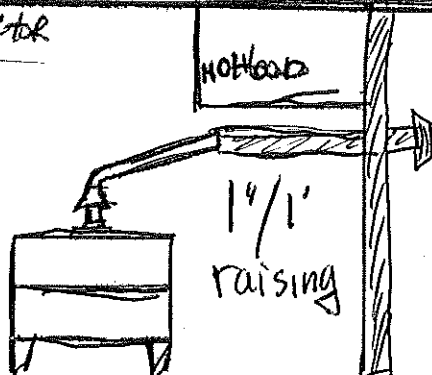
**PROVIDED YOU INSTALL A 5" COMMERCIALY AVAILABLE POWER VENT IN THE VENT
PIPE HOOKED TO A VARIABLE POWER CONTROL TO INCREASE OR DECREASE THE
FLOW OF THE AIR.**

**DO INSTALL NEXT TO A HOOD AND RUN STOVE PIPE TO ALLOW THE FLUE GASES TO
FLOW INTO THE HOOD. (USE PART# CW678) AND A 45 DEGREE ELBOW.**

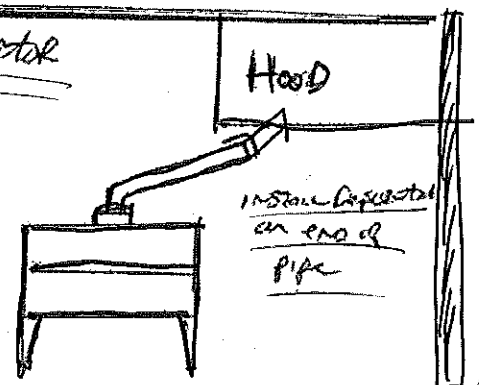
**PLEASE NOTE: THIS INSTALLATION IS NOT ACCEPTABLE IN ALL LOCATIONS. CHECK
YOUR LOCAL CODES.**

**DON'T TERMINATE STOVE PIPE INTO OR UNDER WITHOUT AN AIR DEFLECTOR.
SUGGESTED TERMINATION:**

with Divertor



w/o Divertor



**MAINE COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES 10 Exchange Properties LLC with a mailing address of P.O. Box 4894, Portland, Maine 04102 ("LANDLORD"), hereby leases to Roma Pizza, with a mailing address of _____ ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 1000+/- square feet. The Premises are located at 10 Exchange Street, Portland, Maine 04101 together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
3. TERM The term of this lease shall be for Three (3) years, unless sooner terminated as herein provided, commencing on September 1, 2011, and ending on August 31, 2014.

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>1*</u>	<u>\$13,200.00</u>	<u>\$1,200.00</u>
<u>2</u>	<u>\$15,600.00</u>	<u>\$1,300.00</u>
<u>3</u>	<u>\$16,800.00</u>	<u>\$1,400.00</u>

LP Sept 15th 2011

*Rent commences on October 1, 2011

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: P.O. Box 4894, Portland, Maine 04102. 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 So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for One (1) Three (3) year option with 3% annual increases. In order to exercise TENANT's option, TENANT shall Notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of One Thousand Two Hundred Dollars (\$1,200.00), 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 If in any tax year commencing with the fiscal year 2011, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2011 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, 1.9% percent of such excess that may occur 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.

- A. TAX ESCALATION
- B. OPERATING COST ESCALATION The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 1.9% percent of any increase in operating expenses over those incurred during the calendar year 2011. 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, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs of 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, operation, maintenance and management of the building by LANDLORD. This increase 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 such increases in 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 TENANT's annualized share of LANDLORD's projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing the TENANT's share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT's share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT's share, then the excess shall be applied to the next year's monthly payments for estimated increases.

assigns. LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.

29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Steve Baumann of Cardente Real Estate ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

30. OTHER PROVISIONS

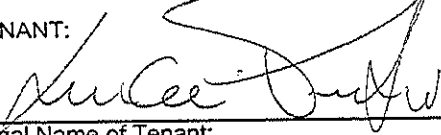
It is also understood and agreed that:

- *LANDLORD shall repair water damage on back wall above and around the back door.
- *TENANT shall have the right to utilize the common area at the entrance to use space for tables.
- *TENANT shall have the right to utilize the large front canopy of the entrance to 10 Exchange Street for its signage.

LP

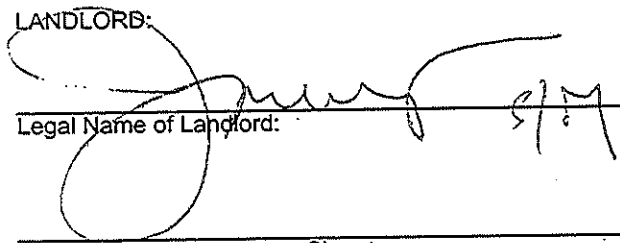
TENANT shall place ATM signage on the way for Landlord
DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this August 9th 2011 day of August 2011.

TENANT:


 Legal Name of Tenant:

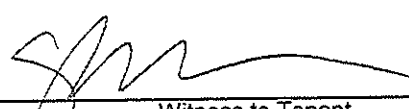
 Signature

LANDLORD:


 Legal Name of Landlord:

 Signature

 NAME/TITLE



 Witness to Tenant

 NAME/TITLE

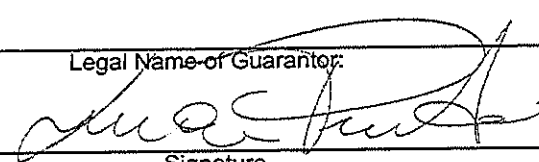
 Witness to Landlord

GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, Luca Pizzuti ("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 8th day of August 2011.

GUARANTOR:





 Legal Name of Guarantor:




 Signature

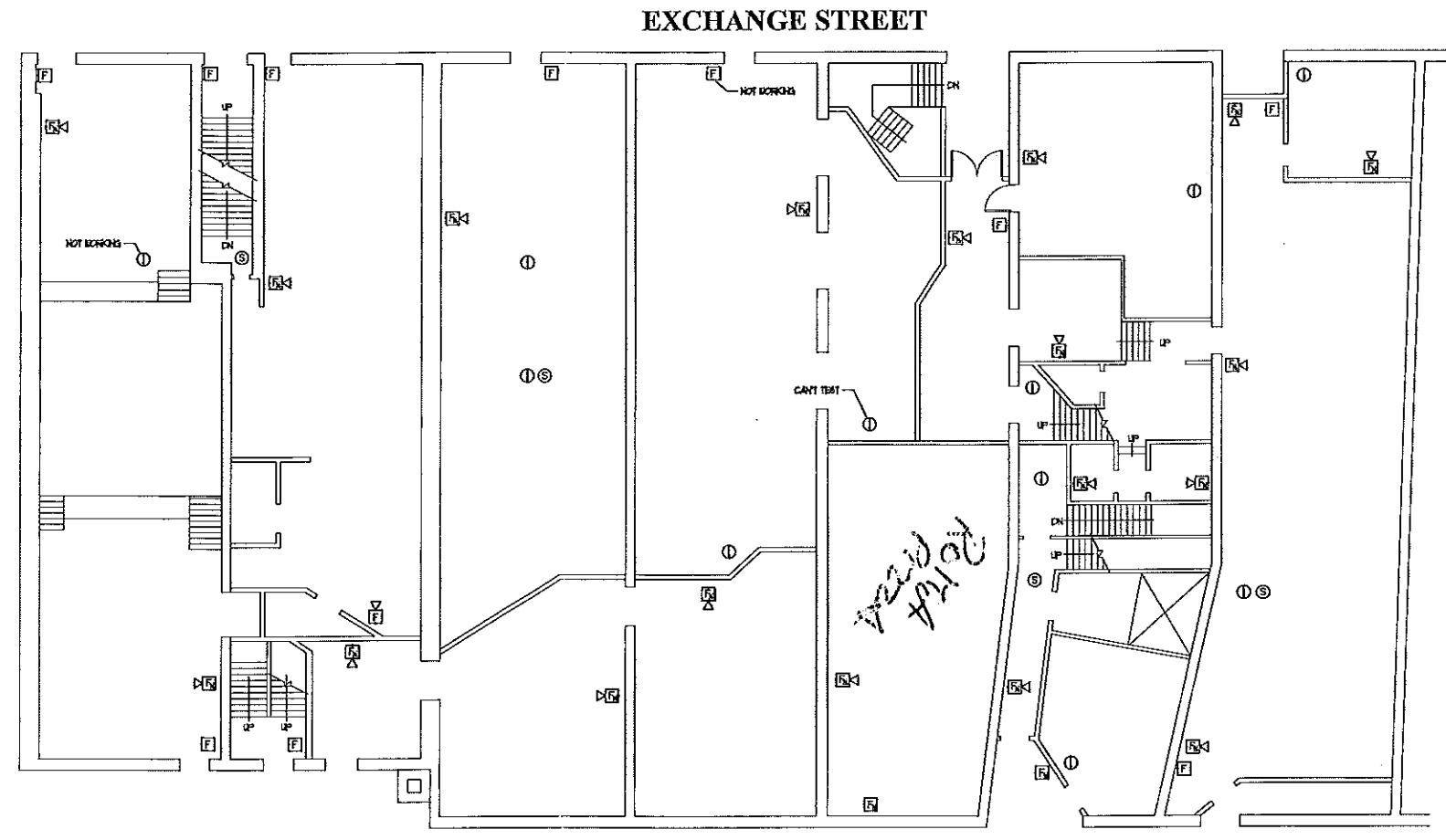
 NAME/TITLE

 Witness to Guarantor

FIRE ALARM LEGEND

-  EXISTING FULL STATION
-  EXISTING HEAT DETECTOR
-  EXISTING SMOKE DETECTOR
-  EXISTING FIRE ALARM HORN AND STROBE

-  PROPOSED NEW FULL STATION
-  PROPOSED NEW FIRE ALARM HORN AND STROBE



EXCHANGE STREET

1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

**ARCHETYPE, P.A.
ARCHITECTS**
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

1ST FLOOR FIRE ALARM PLAN	Date	Scale
Project:	23 March 2009	1/8" = 1'-0"
10 EXCHANGE STREET		
10 EXCHANGE STREET PORTLAND, MAINE		

A02



Mezzanine above

STEERING

18"

4"

10F

4F

6F

EXTERIOR

10'

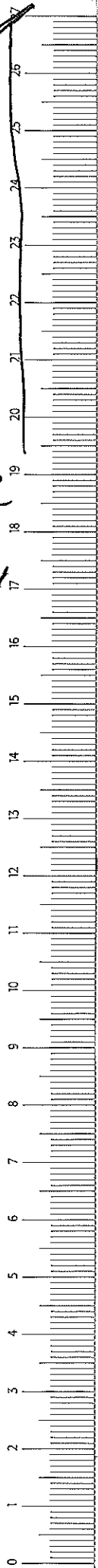
24"

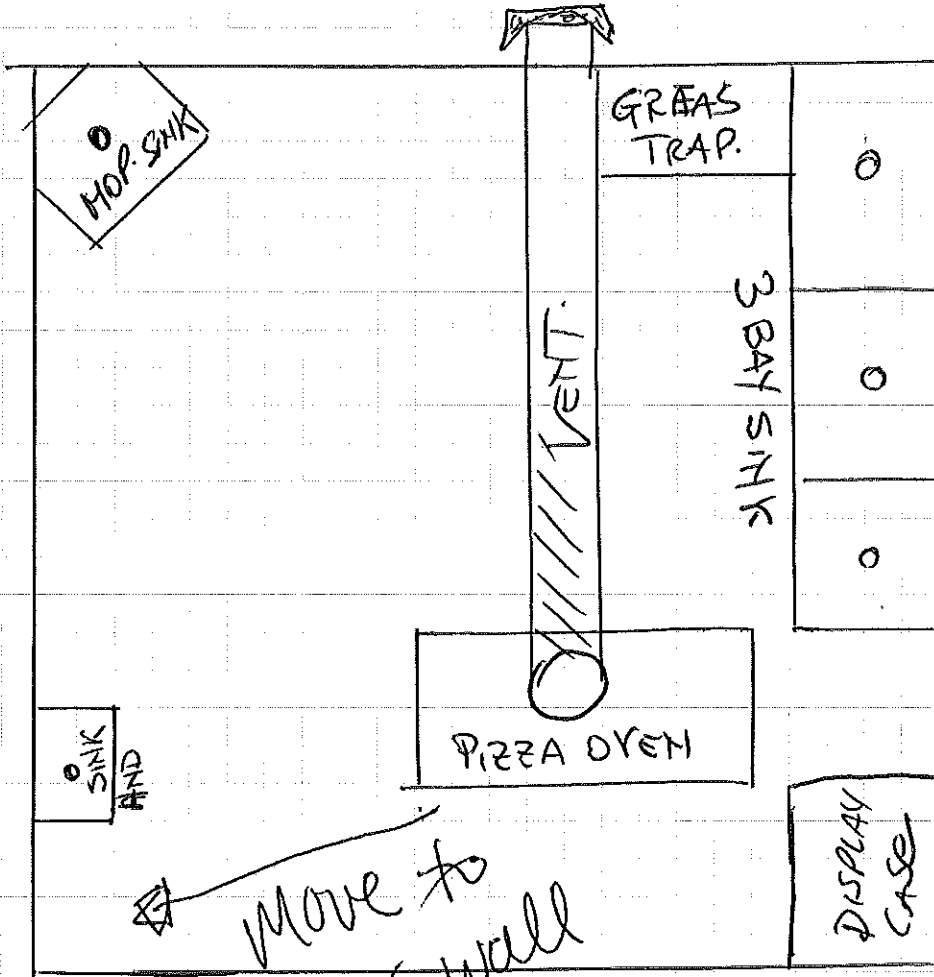
See Plan Revised 11/14/11

RECEIVED

OCT - 7 2011

Dept. of Building Inspections
City of Portland Maine



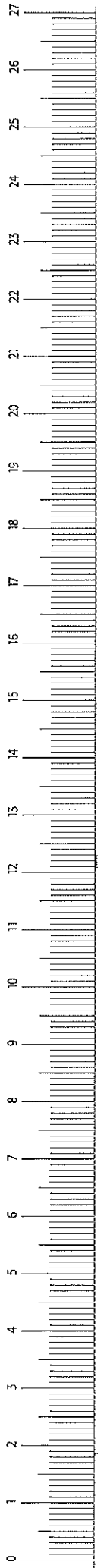


Move to this wall
11/14/11

RECEIVED

OCT - 7 2011

Dept. of Building Inspections
City of Portland Maine





ROMA PIZZA OLD POST.

RECEIVED

NOV 14 2011

Dept. of Building Inspections
City of Portland Maine

