City of Portland, Maine 389 Congress Street, 04101			04 1020	CBL: 034A C001001
Location of Construction:	Owner Name:	-, (=0.) 00	Owner Address:	Phone:
295 Forest Ave	Hannaford Br	os Co #351c	Po Box 1000	I none.
Business Name:	•		Contractor Address:	Phone
	Brookwood B		1915 W Roosevelt Rd Broadvie	- 전략 경기 - I
Lessee/Buyer's Name	Phone:		Permit Type:	Zone:
			Change of Use - Commercial	B-/
Past Use:	Proposed Use:		Permit Fee: Cost of Work:	CEO District:
commercial retail space		- commercial - fitnes		0.00
	studio to retail	1	Approved [	NSPECTION:
			Denied	Use Group: Rype: Type:
				Makes
				8//3/04
Proposed Project Description:				
change of use - commercial - t	fitness studio to retail		Signature: Jun7 s	Signatur (U)
			'EDESTRIAN ACTIVITIES DISTR	ICT (P.A.D.)
			Action: Approved Appro	ved w/Conditions Denied
		_	Signature:	Date:
'ermit Taken By:	Date Applied For:		Zoning Approval	
jodinea	07/26/2004			
		Special Zone or Re	views Zoning Appeal	Historic Preservation
		Shoreland Az	Per Pariance	Not in District or Landman
		Wetland gur	Miscellageous	Does Not Require Review
		Flood Zone	Conditional Use	Requires Review
		Subdivision	☐ Interpretation	Approved
		Site Plan	Approved	Approved w/Conditions
	,	Maj Minor M	Denied	☐ Denied
	`	1	30 10 Date:	Date:
			•	

ADDRESS

SIGNATURE OF APPLICANT

DATE

PHONE

Form # P 04

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND
------------------

Please Read Application And Notes, If Any, Attached

## BUILDING WERECTION

# PERM

Permit Number: 041039

ion a septing this permit shall comply with all

ances of the City of Portland regulating

ctures, and of the application on file in

				1	
This is to certify that Hannaford Bros Co #351c/B	kwood Builders			AUC 1 9 000	
has permission to change of use - commercial -	iess stuc 10 Teas			# MOU 1 3 ZUU4 1	
AT _295 Forest Ave		d	. 034A C001001	OTY OF PORTLAND	

ine and of the A

of buildings and

m or l

provided that the person or persons of the provisions of the Statutes of I the construction, maintenance and I this department.

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

fication f insper in muse and we en permit on procult re this liding or the three dispersions of the procult of the permit of th

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

OTHER REQUIRED APPROVALS

Fire Dept. UMMQ

Health Dept. \_

Appeal Board

Other \_\_\_\_\_\_ Department Name

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit				Permit No:	Date Applied For:	CBL:	
389 Congress Street, 04101 Tel: (207) 874-8703, <b>Fax:</b> (207) 874-8716				04-1039	0712612004	034A C001001	
ocation of Construction: Owner Name: O			Owner Address: Phone:				
295 Forest Ave	295 Forest Ave Hannaford Bros Co #351c F			<b>Po</b> Box 1000			
lusiness Name:		Contractor Name:		(	Contractor Address:		Phone
		Brookwood Builders			1915 W Roosevelt Rd Broadview		(708) 681-2400
.essee/Buyer's Name		Phone:		F	Permit Type:		•
					Change of Use - C	Commercial	
'roposed Use:				Proposed	l Project Description:		
change of use - comme	ercial - fitness	studio to retail		change	of use - commerci	al - fitness studio to	retail
<b>Dept:</b> Zoning	Status: A	Approved	Re	viewer:	Marge Schmucka	al Approval D	Pate: 07/30/2004
Note:		TT			C	**	Ok to Issue:
110101							
Dept: Building	Status: A	Approved	Re	viewer:	Mike Nugent	Approval D	eate: 08/13/2004
Note:					_		Ok to Issue:
11000							
Dept: Fire	Status: A	Approved with Conditions	s Re	viewer:	Lt. MacDougal	Approval D	<b>ate:</b> 08/02/2004
Note:							Ok to Issue: 🗹
1) the fire alarm syste	em shall be ma	intained to NFPA 72 stan	dards				
2) the sprinkler system	m shall be maii	ntained to NFPA 13 stand	iards				
<del></del>		<del></del> _	_				

# All Purpose 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.

Total Square Footage of Proposed Struct	ture	Square Footage o	of Lot	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 34 AC )()/	Owner:			Telephone:
Go wireless LLC	telephone:	name, address &	- ′	c \$ 25,000
				4 105.00
Proposed use: CELLULAR RETA Project description: CUSMETIC ONL		TING, NEW CAN	roje of e	FIXTURES
Project description:	BROOKW Is ready: 7	TING, NEW CAN  JOOD BUILDERS  1915 WEST ROCK  160-246-0000	PETNG,  INC. 708  SEVELT ROP  mandpick up	-681-2400 -681-2400 -60155 the permit and

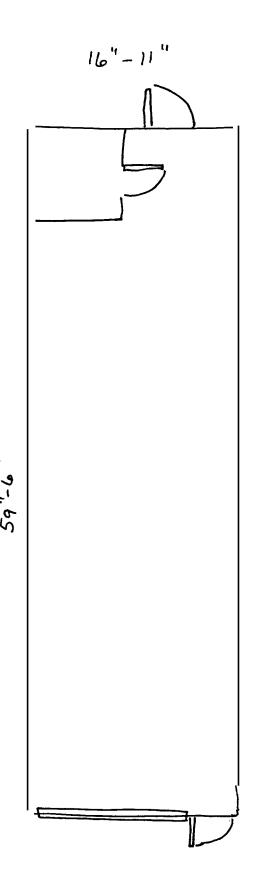
IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APROVE THIS PERMIT.

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:	Jamy Shewski	Date: 7.22.04	

This is NOT a permit, you may not commence ANY work until the permit is issued.

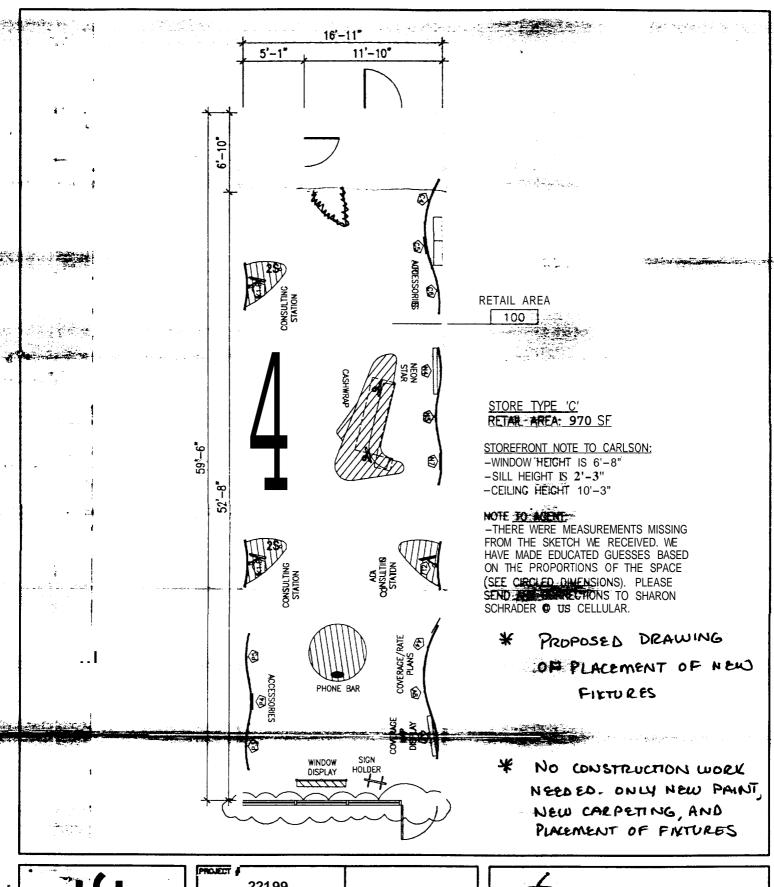
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



EXSISTING LOCATION
DRAWING

STORE IS EMPTY AND VACANT

295 FOREST AVE PORTLAND, ME 04104



INTERIOR SPACE INTERNATIONAL
See MET PULTON STREET
CHEMON, ELNOS 60081-1199
TR. 312 464 9160 FAX 312 509 1217

22199
LA
- <del></del>
06-28-04
NOT TO SCALE

SK-2



295 FOREST AVE. PORTLAND, ME 04104

# ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT "Agreement") is made this day of May. 2004, by and between Michelle York.  d/b/a Curves For Women a Maine professional corporation with a principal place of business located at 18 Winterbrook Drive in York. Maine (hereinafter referred to as "Assignor") and, a Maine corporation with a principal place of business located in, a Maine (hereinafter referred to as "Assignee").
(hereinafter referred to as "Assignee").
WITNESSETH
WHEREAS, Michelle York. as Tenant. and Hannaford Bros. Co as Landlord. entered into a Lease dated August 15, 2002, (the "Lease") concerning the premises located at 295 Forest Avenue, Portland, Maine (the "Leased Premises"), which Premises are more particularly described in the Lease attached hereto and made a part hereof; and
WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Lease; and
<b>WHEREAS,</b> all obligations imposed by this Agreement, including but not limited to Assignee's assumption of all right, title and interest to the Lease, and liability thereunder. are effective as of 5:00 P.M. on July 1. 2004_ ("Effective Date"): and
WHEREAS, Hannaford Bros. Co., owner of the Leased Premises, consents to a of the terms of this "Assignment and Assumption of Lease Agreement", as reflected by Hannaford Bros. Co.'s signature below.
<b>NOW, THEREFORE,</b> for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:
1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor's obligations under the Lease accruing from and after the Effective Date of this Agreement
2. The Lease is a valid lease and is in full force and effect and represents the entire agreement with respect to assignor's leasehold interest in the Leased Premises; there is no existing default on the part of Assignor or Landlord in any of the term and conditions of the Lease and no event has occurred which, with the passing of time or giving of notice or both, would constitute such default: and the Lease has not been amended, modified, supplemented, extended, renewed or assigned.

- 3. Hannaford agrees that Assignor shall be released from all claims arising under the Lease. except for indemnities with respect *to* matters arising prior to the Effective Date of this Agreement.
- 4. Assignee shall be responsible for all claims arising under the Lease as of the Effective Date. and agrees to indemnify and hold harmless Assignor from any claim, loss cost or expense (including reasonable attorney fees) arising under the Lease as of the Effective Date.
- 5. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN THE WITNESS WHEREOF, each of the parties hereto has caused this
Agreement to be duly executed as of the date and year first above-mentioned, which
Agreement is effective, retroactively or otherwise, as of

MICHELLE YORK, d/ba Curves
For Women

Witnes

GO WIRELESS, LLC.

By: David Graves
Its: Howker

HANNAFORD BROS. CO.

Notary Public Start of historising Express and accommend Wilder of House 5-30-5-



# **Facsimile Transmission**

To: David Grav	<b>,</b>	From:	Dan Rabazzi
Fax: <b>920 993 7</b> 8	0	Date: Ju	ne 17,2004
Pages: (including	oversheet) 7		
Comments: Day	7		
Following is a th			
Please sign and f			
Thx,			
Dan			
	Original Document to Follow	v via:	
Regular M	il Overnight Mail	[	No Original
	Confidentiality Note:		
INTENDED ONLY F INTENDED RECIPIES IS STRICTLY PROBE	Y CONTAINED WITHIN THIS FACSIMILE IS LEGALLY PRIVATION OF THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION ITTED. IF YOU HAVE RECEIEVED THIS TELECOPY IN ERROFURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS J	IE READER I. DISTRIBUT R. PLEASE IN	OF THIS MESSAGE IS NOT THE ION OR COPY OF THIS TELECOPY IMEDIATELY NOTIFY US BY THE
Time: 12:45 PM			
148 State Stree	★ Boston, <b>MA</b> 02109 ★ Phone: 617.773	8.6500 <b>≯</b>	r Fax: <b>617.778.6533</b>
	www.americanrp.com		

### ASSI NMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSI SNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Agreement") is made this Volume day of June, 2004, by and between Michelle York, d/b/a Curves For Women with a principal place of business located at 18 Winterbrook Drive in York, Maine (hereinafter percent to as "Assignor") and, Go Wireless, LLC, a Maine limited liability company, (hereinafter percent to as "Assignee").

#### WITNESSETH

**WHEREA!** , Michelle York, as "Tenant," and Hannaford Bros. Co. ("Hannaford"), as "Landlord," entered into a Lease dated August 15,2002, (the 'lease") concerning the premises located at 295 Fore: t Avenue, Portland, Maine (the "Leased Premises"), which Premises are more particularly discribed in the Lease, a copy of which is attached hereto and made a part hereof as Exhibit "3"; and

**WHEREA!**, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, tit e and interest in and to the Lease; and

WHEREAS, all obligations imposed by this Agreement, including but not limited to Assignee's assumption of all **right**, title and interest to the Lease, and liability thereunder, are effective as of 5:00 P.M. on July 1,2004 ("Effective Date"); and

WHEREAS, Hannaford, as Landlord under the Lease and owner of the Leased Premises, consents to all of the terms of this Assignment and Assumption of Lease Agreement, as reflected by Hannaford's joinder below; and

WHEREAS, David Graves, being the principal of Assignee, has agreed to guaranty Assignee's obligations under the Lease in the form attached hereto as Exhibit "A" (the "Guaranty"); and

WHEREAS, Assignee intends to use the Leased Premises for the operation of a retail cellular phone store doing business as U.S. Cellular.

NOW, THE REFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor's obligations under the Lease accruing from and after the Effective Date of this Agreement.

- 2. The Lease is a valid lease and is in full force and effect and represents the entire agreement with respect to assignor's leasehold interest in the Leased Premises; there is no existing default on the part of Assignor or Landlord in any of the terms and conditions of the Lease and no event has occurred which, with the passing of time or giving of notice or both, would constitute such default; and the Lease has not been amended, modified, supplemented, extended, renewed or assigned.
- 3. Hannaford consents to the foregoing assignment and assumption of the Lease, subject to receipt of the Guaranty, and agrees that Assignor shall be released from all claims arising under the Lease, except for indemnities with respect to matters arising prior to the Effective Date of this Agreement.
- 4. Assignee shall be responsible for all of the Tenant's obligations arising under the Lease as of the Effective Date, and agrees to indemnify and hold harmless Assignor from any claim, loss cost or expense (including reasonable attorney fees) arising under the Lease as of the Effective Date.
- 5. Assignee shall submit the Guaranty as a part of this Assignment.
- 6. Hannaford consents to the use of the Leased Premises for the operation of a retail cellular telephone store, including the sale and servicing of cellular telephones, paging devices and accessomes, operating as U.S. Cellular or under another trade name that is used in at least ten other New England locations.
- 7. Assignee acknowledges that any alterations to the Leased Premises shall be subject to Hannaford's prior review and approval. Within 30 days after all parties have executed this Assignment, Assignee shall submit its alteration and fit-up plans to for approval. Hannaford shall then review the Tenant's plans within 15 days and either approve the same or give written notice to the Tenant as to what matters within the plans need to be changed in order to gain Hannaford's approval. In any case, Hannaford shall not unreasonably withhold its approval of same.
- 8. Assignor acknowledges receipt of the \$2,100.00 security deposit formerly held by Hannaford under the Lease; and Assignee agrees to deposit the sum of \$2,100.00 with Hannaford within 10 days after all parties have executed this Agreement, which sum shall be held as a security deposit in accordance with the terms of the Lease.
- 9. The provisions of this Agreement are binding up on and shall inure to the benefit of b e parties hereto and their respective successors and assigns.

[EXECUTION PAGE TO FOLLOW]

Z

IN THE WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Assumption of Leise Agreement to be duly executed as of the date and year first abovementioned.

MICHELLE YORK, d/ba Curves For Women Witness Go Wireless, LLC, a Maine **limited** liability

#### JOINDER AND CONSENT OF LANDLORD

HANNAFORE BROS. CO. a Maine corporation, hereby joins in the foregoing Agreement for the purpose | f consenting to the foregoing assignment and assumption of the Lease on the terms and cond lions set forth above, provided that except as expressly set forth above, all of the terms and pi visions of the Lease shall remain in full force and effect.

HANNAFORD BROS. CO. Witt :ss By: Its:

#### Exhibit "A"

#### **GUARANTY AGREEMENT**

THIS GUARANTY AGREEMENT is made by David Graves ("Guarantor"), in favor of HANNAFORD BROS. CO., a Maine corporation whose principal offices are situated in Scarborough, Maine ("Landlord").

FOR VALUABLE CONSIDERATION, and as an includent to Landlord to enter into the Lease, Guarantor hereby unconditionally guarantees to Landlord, during the term of the Lease (including any extension periods), the full and punctual payment, performance and observance of all of the covenants, conditions and agreements therein provided to be paid, performed and observed by Tenant, and Guarantor hereby makes itself liable for such payment, performance and observance. Guarantor waives notice of default in the payment and performance of any such obligations, and waives all suretyship and guarantorship defenses generally. Guarantor further agrees as follows:

- 1. Guarantor agrees that it shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected:
  - (a) by an extension of time or other indulgence granted to Tenant, or by any waiver with respect to the payment of rents other charges to be paid by Tenant or the performance and observance of any other obligations of Tenant under said Lease, or by any other act or omission by Landlord or
  - (b) by any assignment of the Lease or any subletting of all or any portion of the leased premises; or
  - (c) by Landlord's acceptance of any security for the payment and performance of Tenant's obligations, or the release, surrender, substitution or modification of any such security; or
  - (d) by any amendment or modification of said Lease; or
  - (e) the release, discharge or modification of Tenant's obligations under the Lease pursuant to any insolvency or similar laws and proceedings, or the rejection of the Lease in any such proceedings; or
  - (f) any disability or other defense of Tenant; or the cessation from any cause whatsoever of the liability of Tenant; or
  - (g) any other matter whatsoever whereby Guarantor would or might be released, it being the intent hemofthat the Guarantor shall at all times be and remain liable to the Landlord to the same extent as if it was jointly and severally liable with Tenant to Landlord.

- 2. Guarantor vaives notice of acceptance of this Guaranty by Landlord and diligence on its part in the enforcement of the obligations of Guarantor hereunder. Guarantor further waives any right it may have to require that Landlord, before enforcing the obligations of the Guarantor hereunder, pursue any rights or remedies it may have against Tenant or against any security given to Landlord, it being agreed that the liability of Guarantor hereby shall be primary and that in any right of action which may accrue to the Landlord under the Lease, Landlord may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against the other. Guarantor further agrees to pay all costs, legal expenses and attorneys' fees incurred or paid by Landlord in the enforcement of this Guaranty.
- 3. If there is more than one Guarantor (whether hereunder or by separate instrument), the liability of each Guarantor shall be joint and several, and the continuation of this Guaranty as to each Guarantor shall not be affected by the termination, discontinuance, release or modification hereof as to any other Guarantor, including, without limitation, termination because of death or disability of a Guarantor.
- 4. Guarantor agrees that if any of its obligations hereunder shall be held to be unenforceable, this Guaranty Agreement and its application to all other obligations hereunder shall not be affected thereby and shall remain in full force and effect.
- 5. This Guaranty may not be changed, modified, discharged, or terminated orally, or in any manner other than by an agreement in writing signed by Guarantor and Landlord.
- 6. Guarantor agrees that any notice or demand upon Guarantor shall be deemed to be sufficiently given or served if in writing and mailed by registered or certified mail, return receipt requested, addressed to Guarantor at the address set forth below.
- 7. All terms and provisions of this Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Guarantor, its successors and assigns.

IN WITNESS executed as of this	WHEREOF, the Guarantor has	s caused this Guaranty Agreement to be duly,2004.	,
In Las			
Witness		Guarantor DA. ONGULAS	
		Address: 400 borne-50	

Exhibit "B" Lease

# BUILDING PERMIT INSPECTION PROCEDURES Please call **874-8703** or **874-8693 to** schedule your inspections **as** agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place	ce upon receipt of your building permit.			
Footing/Building Location Inspec	tion; Prior to pouring concrete			
re-Bar Schedule Inspection:	Prior to pouring concrete			
Foundation Inspection:	Prior to placing ANY backfill			
Framing/Rough Plumbing/Electri	cal: Prior to any insulating or drywalling			
Final/Certificate of Occupancy:	Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.			
Certificate of Occupancy is not required for you if your project requires a Certificate of Cinspection  If any of the inspections do not occuphase, REGARDLESS OF THE NOTICE	Occupancy. All projects DO require a final cur, the project cannot go on to the next			
CERIFICATE OF OCCUPANICE BEFORE THE SPACE MAY BE OCCUPANICE OF	ES MUST BE ISSUED AND PAID FOR,			
$\chi$ $1 m$				
Signature of Applicant/Designee Date				
Signatur of Inspections Official	Date			
CBL: 170 FOO Building Permit #	= 040897			