

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 101398

Please Read
Application And
Notes, If Any,
Attached

This is to certify that 578 Congress Llc /n/a

has permission to Change of use from office to retail (Records & Vintage Clothing Store).

AT 578 Congress St CBL 037 G006001

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 closed-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. *Spawell (58)*

Health Dept. _____

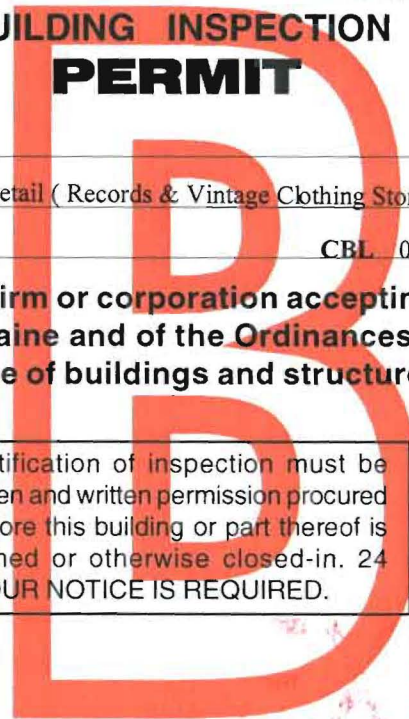
Appeal Board _____

Other _____

Department Name

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: 10-1398	Issue Date:	CBL: 037 G006001
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Location of Construction: 578 Congress St (2nd floor)	Owner Name: 578 Congress Llc	Owner Address: 468 Forest Ave	Phone:
Business Name: Records & Vintage Clothing Store	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-3

Past Use: Commercial / Office	Proposed Use: Commercial / Retail; Change of use from office to retail (Records & Vintage Clothing Store). - "Moody Lords" - 2nd floor.	Permit Fee: \$105.00	Cost of Work: \$30.00	CEO District: 1
Proposed Project Description: Change of use from office to retail (Records & Vintage Clothing Store). "Moody Lords" - change of use.		FIRE DEPT: w/conditions 12/29/10 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: M Type: IBC-2003 Signature:	

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: 11/05/2010	EXPIRED 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> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>OK w/ conditions</i> Date: 12/16/10 JBN</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation <i>Yes</i></p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>Any exterior work require</i> Date: <i>a separate review</i> <i>approved thru. historic preservation</i></p>
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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

10 1398



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>Moody Lords 578 Congress #2F</u>		
Total Square Footage of Proposed Structure/Area: <u>604 sq. feet</u>	Square Footage of Lot: <u>N/A</u>	Number of Stories: _____
Tax Assessor's Chart, Block & Lot Chart# <u>037</u> Block# <u>6006</u> Lot# _____	Applicant *must be owner, Lessee or Buyer* Name: <u>Madeline Leach</u> Address: <u>88 Mass Ave. Portland ME</u> City, State & Zip: <u>04102</u>	Telephone: <u>207-773-4093</u>
Lessee/DBA (If Applicable): _____	Owner (if different from Applicant) Name: _____ Address: _____ City, State & Zip: _____	Cost Of Work: \$ <u>30.00</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>105.00</u>
<p>Current legal use (i.e. single family) <u>change of use</u> retail <u>office</u> Number of Residential Units: _____</p> <p>If vacant, what was the previous use? <u>office</u></p> <p>Proposed Specific use: <u>Records + Vintage Clothing store / Retail</u></p> <p>Is property part of a subdivision? <u>no</u> If yes, please name _____</p> <p>Project description: <u>none</u> <u>change from office to retail</u></p>		
Contractor's name: <u>N/A</u>		
Address: _____		
City, State & Zip: _____		Telephone: _____
Who should we contact when the permit is ready: _____		Telephone: _____
Mailing address: _____		

EXPIRED

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: [Signature] Date: 11/5/10

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-1398	Date Applied For: 11/05/2010	CBL: 037 G006001
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Location of Construction: 578 Congress St (2nd floor)	Owner Name: 578 Congress Llc	Owner Address: 468 Forest Ave	Phone:
Business Name: Records & Vintage Clothing Store	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit type: Alterations - Commercial	

Proposed Use: Commercial / Retail; Change of use from office to retail (Records & Vintage Clothing Store) - "Moody Lords" - 2nd floor	Proposed Project Description: Change of use from office to retail (Records & Vintage Clothing Store) - "Moody Lords" - 2nd floor
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 12/16/2010

Note: **Ok to Issue:**

- 1) Wirth the issuance of this permit and the certificate of occupancy, the legal use of this property is first floor retail, second floor retail and third floor one dwelling unit. Any change of use shall require a separate permit application for review and approval.
- 2) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 3) Separate permits shall be required for any new signage.
- 4) 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:** 7 **Reviewer:** Jeanine Bourke **Approval Date:**

Note: **Ok to Issue:**

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Ben Wallace Jr. **Approval Date:** 12/29/2010

Note: This 2nd floor space has a single means of egress shared with a third floor dwelling. No fire alarm or sprinkler system. Stair doors are not fire rated. **Ok to Issue:**

- 1) The doors into the exit stair shall be 60-minute listed fire door assemblies.
- 2) Fire extinguishers required. Installation per NFPA 10
- 3) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 4) Buildings with a Fire Alarm or sprinkler system require a Knox Box to be installed per city ordinance
- 5) A complete, automatic sprinkler system shall be installed in accordance with NFPA 13.
- 6) Building shall comply with City Code Chapter 10.

Comments:

11/9/2010-gg: on hold, spoke with Madeline she needs to bring a signed copy of the original lease, she said she would this week.

12/3/2010-amachado: Spoke to Madeline Leach, Told her we need the signed lease ASAP. She said that the landlord was supposed to mail it to her. She will have the landlord fax it to us.

12/15/2010-gg: Madeline just brought in lease on Dec. 14, 2010. /gg

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Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

2/10/2011-amachado: left vcm for Madeline Leach to call me. Told her she needs to submit the information to Jeanie to ge the permit issued.

4/11/2011-amachado: Spoke to landlord Bill Stouffer. Told hi that his tenant has not been issued the change of use to operate there.

5/4/2011-amachado: Spoke to Adam at Moody Lords. He said that he would get Masdeline to call Jeanie.

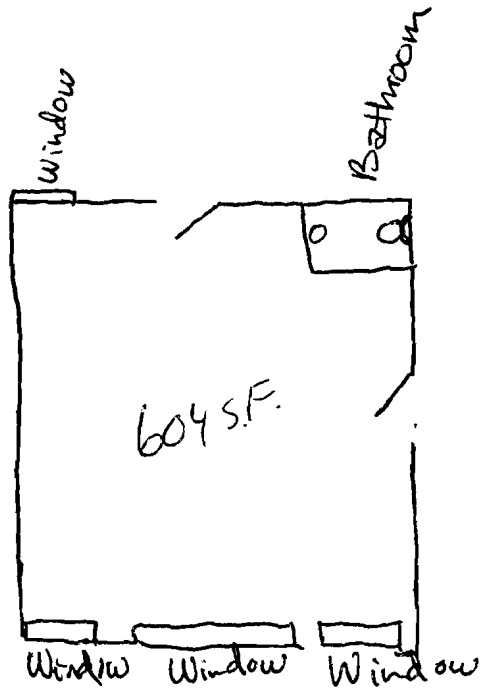
12/20/2011-AMACHADO: Permit application has been inactive for over 180 days. It has expired.

1/4/2011-jmb: Left vcmsg for Madeline to show full floor plan with egresses

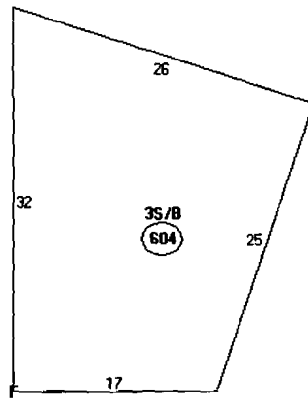
1/31/2011-jmb: Left vcmsg for Madeline for floor plan with exits.

EXPIRED

578 Congress St. #2F
Upstairs (2nd floor space)



Staying the Same



Descriptor/Area	
A:006	604 sqft
B:034	604 sqft
C:082	604 sqft
D:011	604 sqft
E:011	180 sqft
F:STORE FRONT/AV MET F	sqft
G:3S/B	604 sqft



COMMERCIAL LEASE (NET LEASE)

1. PARTIES Storrey Property Management_ with a mailing address of _468 Forest Avenue ("LANDLORD"), hereby leases to _____ or their assigns, 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 _660_____ ± square feet. The

Premises are located at _578 Congress St 2F 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_ (_1 Year_) years, unless sooner terminated as herein provided, commencing on _September 1, 2010 and ending on August 31, 2011.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s) Annual Base Rent Monthly Rent

Year 1 \$6,300_ \$525_

2 _____ \$ _ \$ _

3 _____ \$ _ \$ _

\$ _ \$ _

\$ _ \$ _

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: Storrey Property Management. 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 1 year. 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 (3) 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:

Lease Year(s) Annual Base Rent Monthly Rent

AMM
578 Congr
232-2528

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 the 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 Storrey Property Management ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Storrey Property Management (LANDLORD'S BROKER). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

RECEIVED

DEC 14 2010
Dept. of Building Inspections
City of Portland, Maine

Not Applicable agrees to pay Not applicable a commission upon execution of this Lease.

30. OTHER PROVISIONS

It is also understood and agreed that:

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 13 day of July, 2010

TENANT: [Signature]
[Signature]

LANDLORD: [Signature]
8-10-2010

N
A.C
A.B.

Legal Name of Tenant Andrew Chang
Madelaine Leach

Legal Name of Landlord

Signature Andrew Chang
Madelaine Leach

Signature

NAME/TITLE Madelaine Leach
Madelaine Leach

NAME/TITLE

Witness to Tenant Adam Brooks
[Signature]

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 which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and 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 _____ day of _____, 2010

GUARANTOR:

Legal Name of Guarantor

RECEIVED
NAME/TITLE
DEC 14 2010
Dept. of Building Inspections
City of Portland Maine

Signature

Witness to Guarantor

A-C
A