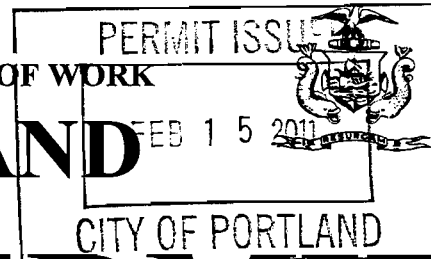




DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND



BUILDING PERMIT

This is to certify that JKC, LLC/Meridith Alex

Located At 267 COMMERCIAL UNIT 271

has permission to Change the Use from Retail to Retail / Fashion Studio, no construction

PERMIT# 2011-01-332

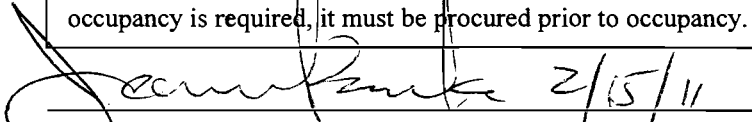
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file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

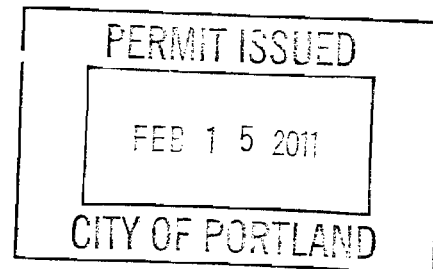


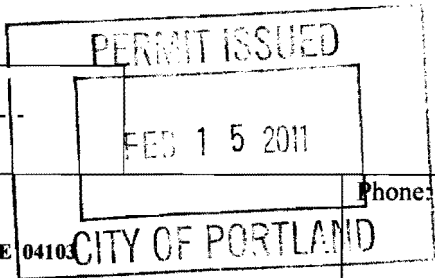
Fire Prevention Officer



Code Enforcement Officer / Plan Reviewer

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





Job No: 2011-01-332-CH OF USE	Date Applied: 1/25/2011	CBL: 038 - - G - 002 - 271 - - - -	Phone:
Location of Construction: 269 COMMERCIAL (#275)	Owner Name: LLC JKC	Owner Address: 267 WARREN AVE PORTLAND, ME - MAINE 04103	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Meredith Alex	Phone:	Permit Type: CHUSE-COMM - Change of Use Commercial	Zone: B-3
Past Use: Retail - "old Port Specialty Tile"	Proposed Use: Retail & Fashion Studio - "Mad Girl World"	Cost of Work: 105,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: M Type:
		Signature: <i>Bjorn [Signature]</i> (SB)	Signature: <i>[Signature]</i>
Proposed Project Description: 269 Commercial Suite 271 #275 - change of use from retail to retail - fashion studio.		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		Zoning Approval	

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building Permits do not include plumbing, septic or electrical work.
- 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.

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in Dist or Landmark
<input type="checkbox"/> Wetlands	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
<input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>Or w/condition</i> 1/25/11 <i>ABM</i>	Date:	Date: <i>Any exterior work requires a separate review approval thru historic preservation.</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	PHON



General Building Permit Application *for Change of Use*

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.

269 Commercial note per assessors

Location/Address of Construction: 275 COMMERCIAL ST. PORTLAND MAINE 04101		
Total Square Footage of Proposed Structure/Area Approx 450 sq ft	Square Footage of Lot 1633 sq ft	Number of Stories 1
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# D38 6 002-271	Applicant * <u>must</u> be owner, Lessee or Buyer* Name MEREDITH ALEX Address 275 COMMERCIAL ST City, State & Zip PORTLAND ME 04101	Telephone: 207-776-4240 PERSONAL CELL DO NOT GIVE OUT!
Lessee/DBA (If Applicable) MEREDITH ALEX 275 COMMERCIAL ST PORTLAND ME 04101	Owner (if different from Applicant) Name JOE CAPOZZA (OWNER) Address 59 MIDDLE STREET City, State & Zip PORTLAND ME 04101	Cost Of NO Construction Work: \$ was done C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>COMMERCIAL</u> Number of Residential Units <u>NA</u> If vacant, what was the previous use? <u>TILE STORE - OLD PORT SPECIALTY TILE</u> Proposed Specific use: <u>FASHION STUDIO AND RETAIL STORE? GALLERY</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: RETAIL STORE / FASHION STUDIO		
Contractor's name: _____ Address: _____ NA _____ City, State & Zip: _____ Telephone: _____ Who should we contact when the permit is ready: _____ Mailing address: _____		

RECEIVED

JAN 20 2011

Dept. of Building Inspections
City of Portland Maine

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: *Meredith Alex* Date: **01-13-2011**

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

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.**

1. Certificate of Occupancy Inspection

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

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUOPIED.



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis Littell

Job ID: 2011-01-332-CH OF USE

Located At: 267 COMMERCIAL
UNIT 271

CBL038 - - G - 002 - 271 - - - -

Conditions of Approval:

Zoning

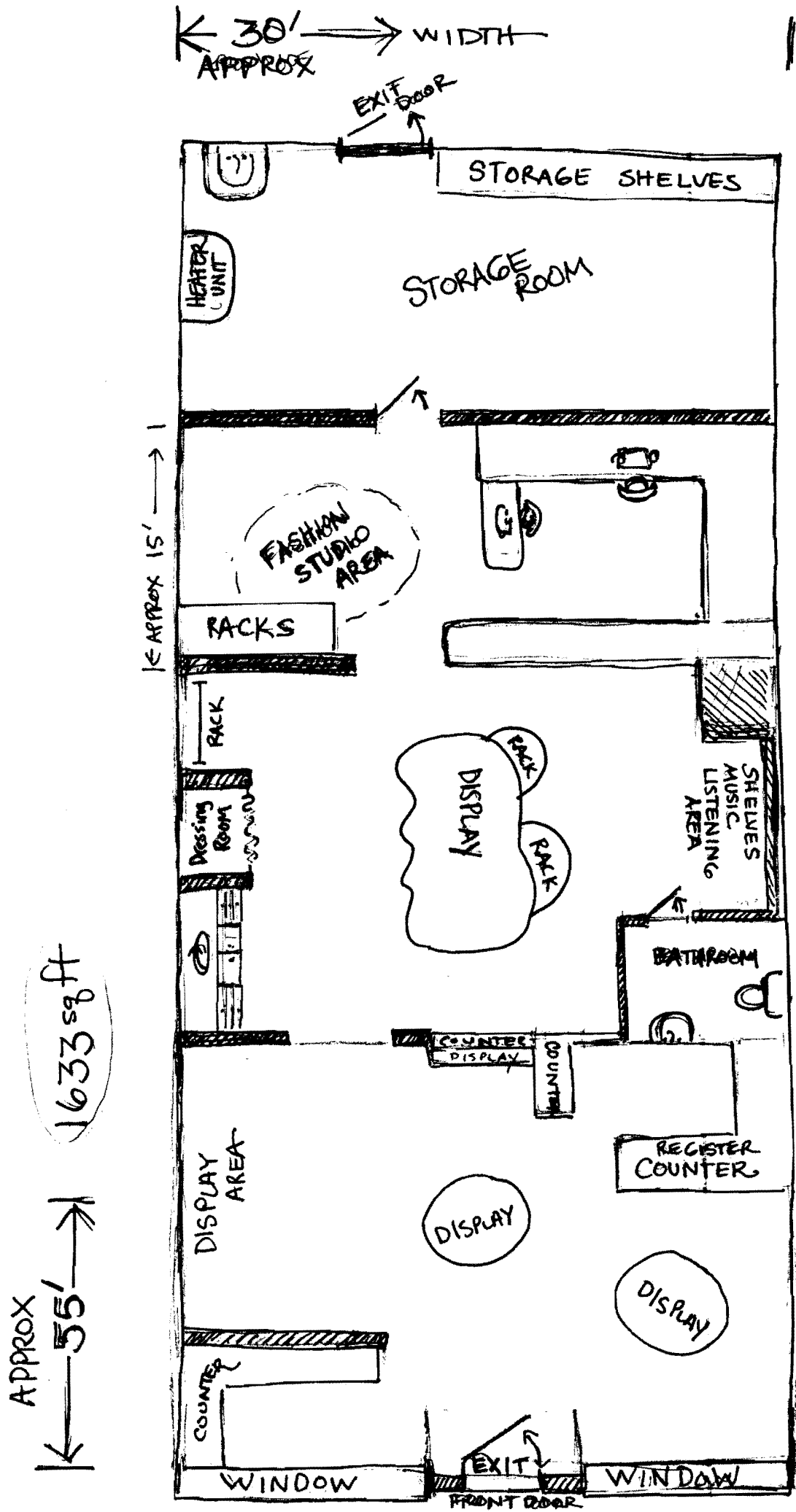
1. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

Fire

1. Structure 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. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
4. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
5. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
6. Fire extinguishers are required. Installation per NFPA 10.
7. Any cutting or welding and hot work taking place in a commercial building requires a separate "Hot Work Permit" from the Fire Department.
8. The store room door shall not have any locks.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
3. 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.

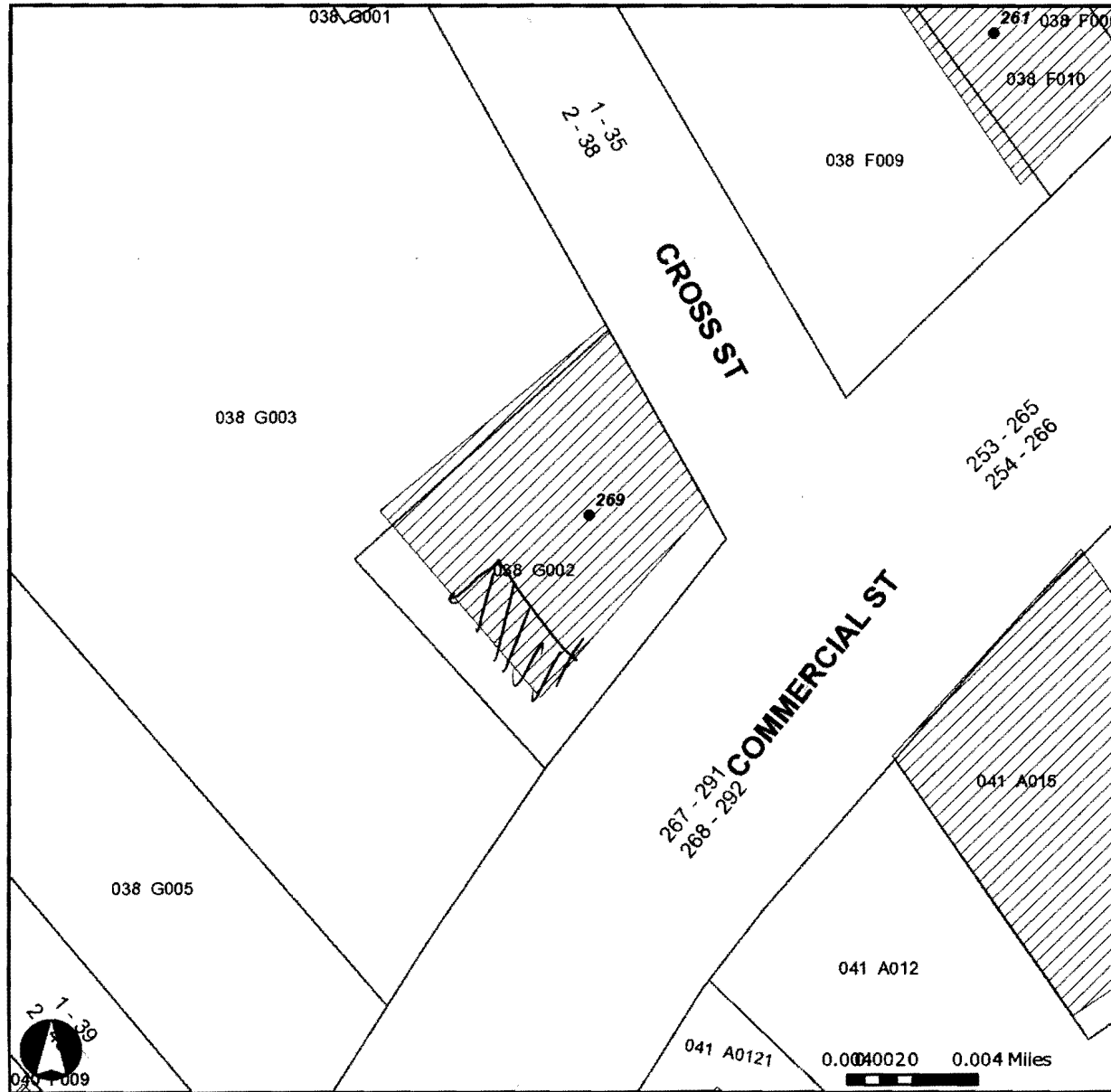


RECEIVED

JAN 20 2011

Dept. of Building Inspections
City of Portland Maine

Map



Interstate <input type="checkbox"/>	Traveled Ways —	Jetport <input type="checkbox"/>	Ocean <input type="checkbox"/>
Streets <input type="checkbox"/>	Stream —	County Streets <input type="checkbox"/>	
Buildings <input checked="" type="checkbox"/> Building <input checked="" type="checkbox"/> Out Building	Wetland <input checked="" type="checkbox"/> swamp	A15 — A21 — A31	
Parcels <input type="checkbox"/>	Lake/Pond <input type="checkbox"/>	ME Towns <input type="checkbox"/> Land <input type="checkbox"/> Water Body	
	<input type="checkbox"/> under_road <input type="checkbox"/> waterbody		

RECEIVED

JAN 20 2011

Dept. of Building Inspections
City of Portland Maine

Commercial Gross Lease

1. Names. This lease is made by JKC LLC, Landlord, and MouGiel World LLC, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises: 259 Commercial St. Portland Me.

Part of Building Only. Specifically, Tenant is leasing the _____ of the building.

N/A Shared Facilities. Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

Parking spaces: 2

N/A Restroom facilities: _____

N/A Storage areas: _____

N/A Hallways, stairways, and elevators: _____

N/A Conference rooms: _____

N/A Other: _____

RECEIVED

JAN 14 2011

Dept. of Building Inspections
City of Portland Maine

3. Term of Lease. This lease begins on 8/1/2010 and ends on 3-31-2011.

4. Rent. Tenant will pay rent in advance on the 15 day of each month. Tenant's first rent payment will be on 8/1/2010 in the amount of \$ 1,500. Tenant will pay rent of \$ 1,500 per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

N/A Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____

5. Option to Extend Lease

First Option. Landlord grants Tenant the option to extend this lease for an additional _____ years. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

6. Security Deposit. Tenant has deposited \$ 0 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

N/A Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

9. Tenant's Use of Premises. Tenant will use the premises for the following business purposes: GALLERY / STUDIO. Tenant may also use the premises for purposes reasonably related to the main use.

10. Landlord's Representations. Landlord represents that:

A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.

B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

11. Utilities and Services. Landlord will pay for the following utilities and services:

Water

Electricity

Gas

Heat

Air-Conditioning

Any items not checked will be the responsibility of Tenant.

12. Maintenance and Repairs

A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition. *N/A*

C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

13. Insurance

A. Landlord will carry fire and extended coverage insurance on the building.

B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:

• \$_____ per occurrence.

• \$_____ in any one year.

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

14. Taxes

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

16. Damage to Premises

- A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.
- B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

17. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

18. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

19. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

21. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: TENANT WILL HAVE 1ST REFUSAL PROVIDED TENANT AGREES TO MATCH INTERESTED PARTY'S TERMS.

23. **Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

24. **Successors and Assignees.** This lease binds and benefits the heirs, successors, and assignees of the parties.

25. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

26. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of Maine.

27. **Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. **Waiver.** If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. **Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: August 1st 2010

LANDLORD	TENANT
Name of Business: <u>JKC LLC</u>	Name of Business: <u>MADgirl World LLC</u>
at _____	at _____

By: <u>[Signature]</u>	By: <u>[Signature]</u>
Printed Name: <u>RICCO F. CAPOZZA</u>	Printed Name: <u>MEREDITH ALEX</u>
Title: <u>LANDLORD</u>	Title: <u>TENANT</u>
Address: <u>116 Hardy Rd Falmouth ME 04105</u>	Address: <u>62 WASHINGTON AVE #3 PORTLAND ME 04101</u>

GUARANTOR
By signing this lease, I personally guarantee the performance of all financial obligations of _____ under this lease.

Dated: _____

Printed Name: _____ Title: _____

Address: _____

RECEIVED

JAN 14 2011

Dept. of Building Inspections
City of Portland Maine