

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 030913

This is to certify that Union Station Lmt Partnersh Art Studio Sign & Neon
has permission to Erect a 2'x 16' Sign on Front of Building
AT 966 Congress St / 256 St. JOHN ST L 064 A001001

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 given and work in progress must be stopped before this building or part thereof is occupied or closed-in.
48 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. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature]
9/5/03
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: 03-0913	Issue Date:	CBL: 064 A001001
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Location of Construction: 966 Congress St / 256 St JOHN	Owner Name: Union Station Lmt Partnership	Owner Address: 12 Brook St	Phone:
Business Name:	Contractor Name: Art Studio Sign & Neon	Contractor Address: 257 Adams Street Dochester	Phone 6174273662
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: B2

Past Use: Rite Aid Pharmacy/Commercial	Proposed Use: Furniture Store/Commercial w/signage	Permit Fee: \$94.00	Cost of Work: \$94.00	CEO District: 3
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>B</i> Type: <i>NO</i> <i>9/15/03</i>	

Proposed Project Description: Erect a 2'x 16' Sign on Frontage of Building	Signature:	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: gad	Date Applied For: 07/25/2003	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: <i>07/25/03</i></p>	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied <p>Date:</p>	<p>Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <p>Date:</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 _____

Signage/Awning 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.

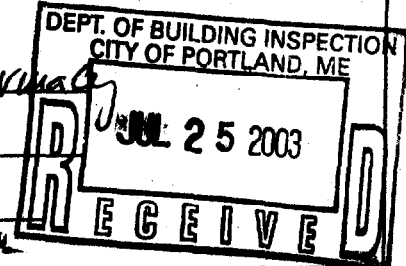
Location/Address of Construction: Union Plaza 256 So John / 966 PORTLAND ME Comp

Total Square Footage of Proposed Structure: 10,117 +/- square in building Square Footage of Lot: in building

Tax Assessor's Chart, Block & Lot Chart# 064 Block# A Lot# 001 Owner: TRAN THUY Telephone: (207) 347-7194

Lessee/Buyer's Name (If Applicable): THUY TRAN Applicant name, address & telephone: THUY TRAN 1141 Main St Worcester MA 01603 Total s.f. of signage x \$1.00 per s.f. plus \$30.00 = Total Fee: \$ 64.00 Awning Fee = Cost Of Work: \$ Total Fee: \$ 94.00

Current use: Furniture If the location is currently vacant, what was prior use: Rite ad pharmacy Approximately how long has it been vacant: 3 months Proposed use: Furniture Store Project description: Sign



Contractor's name, address & telephone: Sign Neon and Graphics Who should we contact when the permit is ready: Duc Ho 617-427-3662 Mailing address: 249 St. John St, Portland, ME 04102 We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 207-415-2626 cell

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 APPROVE 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: Tran Thuy Date: 7/24/03

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

ARTICLE V

CONSTRUCTION

5.1 Landlord's Work; Tenant's Work. Promptly upon the Demised Premises becoming available to Landlord, Landlord shall, at its sole cost and expense, perform the construction work with respect to the Demised Premises described above, (herein "Landlord's Work").

All other construction and/or installation of personal property, trade fixtures, and other leasehold improvements desired by Tenant to make the Demised Premises ready for the operation of Tenant's business (collectively the "Tenant's Work") shall be done in a good and workmanlike manner, at Tenant's sole cost and expense using new materials of good quality in accordance with plans previously approved by Landlord. Tenant agrees to apply for and obtain all local and state permits required in connection with such work. All such work shall be completed in compliance with applicable laws, building codes, ordinances and regulation of the governmental authorities have jurisdiction thereof.

5.2 Mechanic's Liens. Tenant shall do all things reasonably necessary to prevent the filing of mechanics' or other liens or encumbrances against the Shopping Center by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant by any entity other than Landlord. If any such lien or encumbrance shall be filed against the Shopping Center, or any portion thereof, Tenant shall cause same to be discharged of record, or bonded to the satisfaction of Landlord, within ten (10) days after the date of filing same. In connection with the foregoing Tenant shall indemnify and save harmless Landlord and all mortgagees from all costs, liabilities, claims and demands, including reasonable attorney's fees resulting therefrom. If Tenant shall fail to discharge or bond any such lien or encumbrance within such period then, in addition to any other right or remedy, Landlord may discharge the same and Tenant agrees to reimburse Landlord promptly upon demand for all costs and expenses in connection therewith, including attorney's fees, (as Additional Rent) with interest at twelve percent (12%) per annum.

5.3 Access to Demised Premises. Any access or possession by Tenant prior to the Commencement Date shall be on and subject to all the other terms, provisions, covenants, and conditions of this lease, except for the payment of Rent.

ARTICLE VI

USE AND OPERATION

6.1 Use. Tenant shall use the Demised Premises solely for the Permitted Use set forth in Section I (e) and for no other purpose.

ARTICLE VII

INDEMNITY AND INSURANCE

7.1 Indemnity. (a) Tenant agrees to indemnify, defend and save harmless Landlord, the general partner of Landlord and any mortgagee of Landlord (provided Tenant has received written notice of the name and address of such mortgagee), from and against any and all claims and demands of third persons (including, but not limited to those for death, personal injuries, or for loss or damage to property) (except to the extent said indemnitee is compensated by insurance) occurring in, or arising directly or indirectly out of, or in connection with, the use and occupancy of the Demised Premises by Tenant, the business conducted in the Demised Premises, or (without limiting the foregoing) as a result of any acts, omissions, or negligence of Tenant or any contractor, licensee, invitee,

Pro Rata Share of Real Estate Taxes, with a final adjustment to be made between the parties as soon as said Pro Rata Share has been determined. The amount of such tax deposits shall be as reasonably estimated by the Landlord.

In every case, Real Estate Taxes shall be adjusted to take into account any abatement or refund thereof paid to the Landlord, less all of the Landlord's costs of securing such abatement or refund (the Landlord having the sole right to contest Taxes). If Landlord shall elect to contest such Real Estate Taxes, landlord shall be entitled to bill Tenant for its Pro Rata Share of the costs and expenses thus incurred by Landlord by inclusion of such costs with the Common Costs described above.

(d) In the event that any governmental authority having jurisdiction over the Shopping Center imposes a tax or assessment of any kind or nature upon, against, or measured by the rentals payable by tenants in the Shopping Center to the Landlord, or with respect to the ownership of the land and buildings comprising the Shopping Center, by way of substitution for all or part of the present ad valorem real estate taxes, or in addition thereto, then such tax and/or assessment shall be deemed to constitute "Real Estate Taxes" for the purposes of this lease and the Tenant shall be obligated to pay its proportionate share thereof as set forth above.

16.3 Nonpayment of Additional Rent. In the event of nonpayment of any Additional Rent when due under this lease, Landlord shall have the same remedies as for the nonpayment of Fixed Minimum Rent. In addition, Landlord, at its option, shall be entitled to the payment of interest from Tenant at the rate of twelve percent (12%) per annum on any past due payment.

ARTICLE XVII

CERTAIN ADDITIONAL DEFINED TERMS

The following terms shall have the meanings set forth herein:

(a) "Common Area" means all that part of the Shopping Center which is not intended for lease to tenants of the Shopping Center, including, without limitation, the land and facilities utilized as parking lots, access and perimeter roads, truck passageways and loading platforms, landscaped areas, exterior walks, stairs, underground storm and sanitary sewers and/or septic system, utility lines, washrooms, toilets and other public facilities, and the like. Any portion of the Shopping Center so included within Common Areas shall be excluded therefrom when designated by Landlord for a non-common use, and any portion thereof not previously included within the Common Areas shall be included when so designated and improved for common use.

(b) "Common Costs" shall mean the total costs and expenses incurred by Landlord, its agents, and/or designees for owning operating, maintaining, repairing and/or replacing all or any part of the Shopping Center, which costs and expenses shall include, but shall not be limited to the following:

- (i) maintenance, repair or replacement of air conditioning equipment, heating equipment, plumbing systems, sprinkler systems, electrical systems, and the roof;
- (ii) the total costs and expenses incurred in cleaning, planting, replanting, mulching, and maintaining the landscaping of the common facilities of the Shopping Center;
- (iii) the cost of all Landlord's insurance including, but not limited to, fire and other casualty, bodily injury, public liability, property damage liability, flood and earthquake insurance, workmen's compensation insurance, rent loss and any other insurance carried by Landlord for the Shopping Center;
- (iv) repair, repaving and line repainting of the parking lot;
- (v) exterior painting;
- (vi) rental and maintenance of signs and equipment;

SIGNAGE/AWNING PRE-APPLICATION QUESTIONNAIRE

PLEASE ANSWER ALL QUESTIONS

ADDRESS: 256 St. John St, Portland, ME ⁰⁴¹⁰² ZONE: Business ^{B72}

CBL: _____

SINGLE TENANT LOT? YES NO _____ MULTI TENANT LOT? YES _____ NO _____
MORE THAN ONE SIGN TOTAL WITH PROPOSED SIGN? YES _____ NO

INFORMATION ON PROPOSED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES _____ NO DIMENSIONS PROPOSED: _____
BLDG. WALL SIGN? (attached to bldg) YES NO _____ DIMENSIONS PROPOSED: 24" X 98"

INFORMATION ON ALREADY EXISTING AND PERMITTED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES _____ NO DIMENSIONS: _____
BLDG. WALL SIGN(attached to bldg) ? YES _____ NO DIMENSIONS: _____
AWNING? YES _____ NO DIMENSIONS: _____

LOT FRONTAGE (FEET): _____
TENANT/ALLOCATED BUILDING SPACE FRONTAGE (FEET): 93' shown x 1.5 = 139.5 sq ft

AWNING YES _____ NO IS AWNING BACKLIT? YES _____ NO _____

HEIGHT OF AWNING: _____ LENGTH OF AWNING: _____ DEPTH: _____

IS THERE ANY COMMUNICATION, MESSAGE, TRADEMARK OR SYMBOL ON IT? YES _____ NO _____

IF YES, TOTAL S.F. OF PANELS WITH COMMUNICATIONS/MESSAGE/TRADEMARK/SYMBOL? _____ s.f.

A SITE SKETCH AND BUILDING SKETCH SHOWING EXACTLY WHERE EXISTING AND NEW SIGNAGE IS LOCATED MUST BE PROVIDED. SKETCHES AND/OR PICTURES OF PROPOSED SIGNAGE ARE ALSO REQUIRED.

SIGNATURE OF APPLICANT: Tea Dwy DATE: 7/24/03

***** FOR OFFICE USE ONLY *****

46761 52

EXHIBIT 'A'

EAST BOUND TRACK

754.73'

NOT 17' W

PAVED

CONC. LOADING DOCK

213.2'

CONC.

CONC.

CONC.

CONC.

CONC.

CONC.

CONC.

CONC.

CONC.

CONC.

EMH

EMH

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EMH

19

18

17

16

15

14

13

12

11

10

9

8

TOTAL

93' 8"

59'

679.5'

BLDG HEIGHT = 19.5' ±

BUILDING AREA = 87,210 SQ. FT.

BASEMENT SHOT P

BASI

SMA

E

FRONTAGE

57

34

93'

TOTAL LAND AREA 275,126

6.3160 A

(4 HANDICAP) (30 MIN PARKING)

8

8

8

8

18

14

9

10

EMH

S.M.H.

BIT ISLAND

CONC. SIDEWALK

OMH

PARCEL I

7804

304

UNION STATION PLAZA, INC. TO UNION STATION PLAZA ASSOCIATE:

UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

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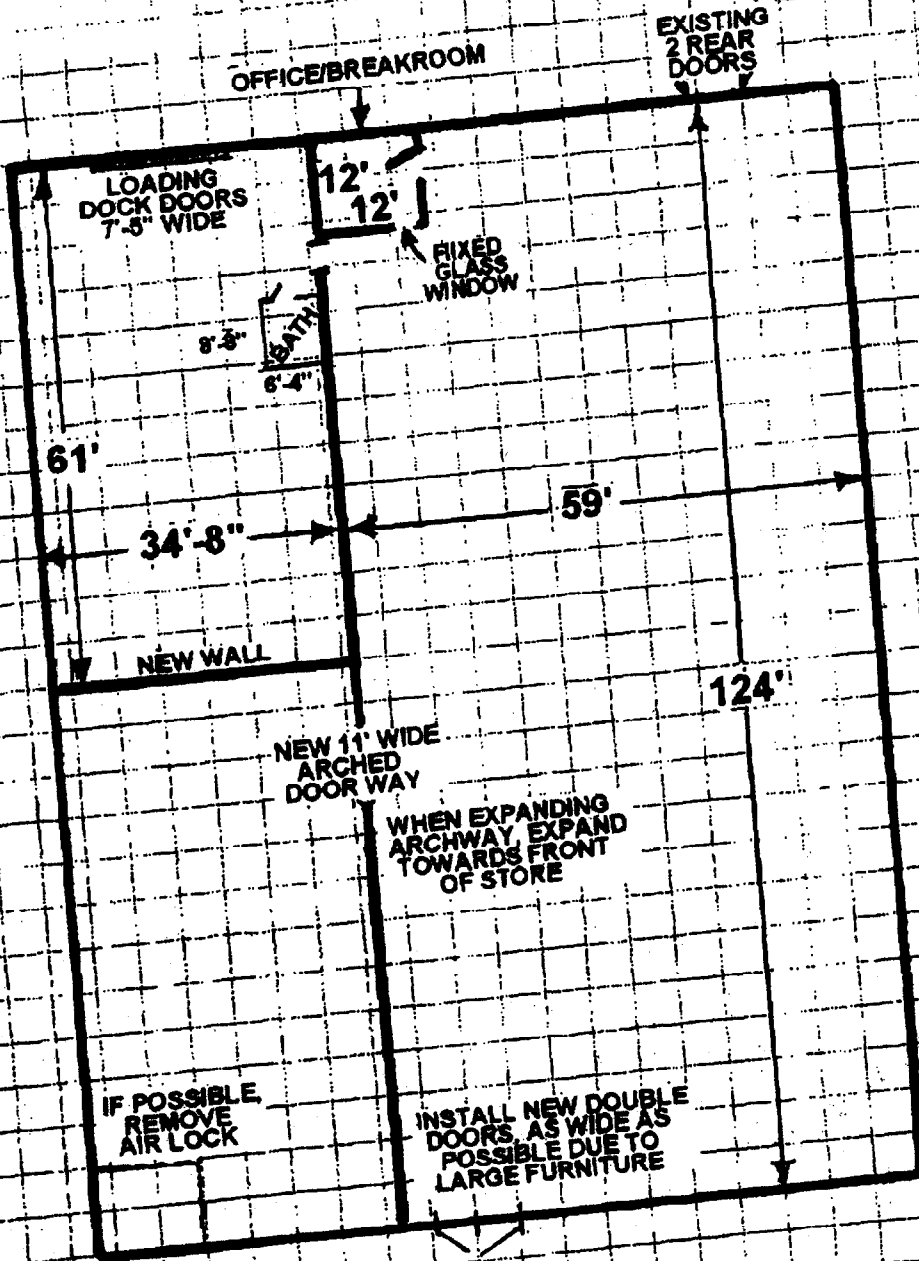
UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

UNION STATION LIMITED PARTNERSHIP

EXHIBIT A B FLOOR PLAN K & P QUALITY FURNITURE



MEASUREMENTS ARE MIDDLE
WALL TO MIDDLE WALL
AND INSIDE GLASS TO EXTERIOR WALL
COMMON WALLS ARE 1' THICK

TO WHOM IT MAY CONCERN:

SIGN MAY BE INSTALLED AS SHOWN.

G. Robert Lewis

APPROVED:

UNION STATION LIMITED PARTNERSHIP.
BY: G. Robert Lewis

PORTION OF UNION MANAGEMENT CORP. SEC. PARTS.

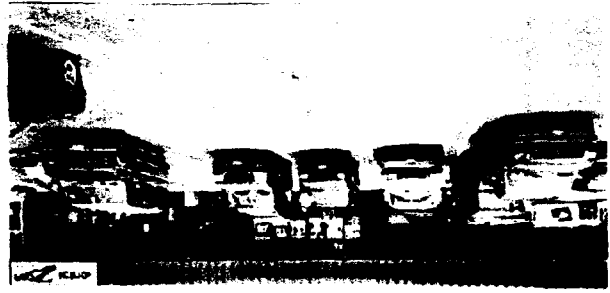
STORE NAME

KP ITALIAN FURNITURE II

ADDRESS :

(A) KP Italian Furniture II

FRONT VIEW



(A) 24" BLOCK LETTERS ACRYLIC FACE IN WHITE COLOR
W/ 2" GOLD TRIM



NOTE:

ART STUDIO

SIGN & NEON
257 ADAMS ST. DOCHESTER, MA 02124
HENRY NGUYEN TEL: 617-427-3662
MALIC#B017076 EXP. DATE 9/17/03

Job #

DATE

TYPE

TOTAL

BLOCK LETTERS

K P Italian Furniture II

7/20/03

Designer

INSTALL

PERMIT

ACCEPTED

JS#

529-53-8300

10/15/52

030913

RE 966 Concord

064 A001