

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-1006	Issue Date: JUL 20 2004	CBL: 027 F023001
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Location of Construction: 30 City Ctr	Owner Name: Wilhoite Dolores M	Owner Address: 54 Eastern Promenade	Phone: 773-8449
Business Name:	Contractor Name: Alling Custom Woodwork	Contractor Address: 5 Jensen Way Falmouth	Phone: 2077738449
Lessee/Buyer's Name:	Phone:	Permit Type: Alterations - Commercial	Zone: B-3

Past Use: commercial space	Proposed Use: tenant fit-up of commercial space to teahouse and retail	Permit Fee: \$366.00	Cost of Work: \$30,000.00	CEO District: 1
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Proposed Project Description: tenant fit-up of commercial space to teahouse and retail	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: 3B 7/28/04
	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: <i>[Signature]</i> Date: 7/26/04
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Permit Taken By: jodinea	Date Applied For: 07/20/2004	Zoning Approval
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<ol style="list-style-type: none"> 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 <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MIM Date: 7/26/04	Zoning Appeal <input checked="" 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 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 Downtown District Design Standards apply
	separate permits are required for any new signage with conditions	to keep windows open during operation	yes

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

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION PERMIT

Permit Number: 041006

PERMIT ISSUED
JUL 29 2004
CITY OF PORTLAND

This is to certify that Wilhoite Dolores M/Alling Custom Woodwork

has permission to tenant fit-up of commercial space to tea tail

AT 30 City Ctr 027 F023001

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.

ification of inspection must be given and when permission provided before this building or part thereof is used or otherwise closed-in. 4
YOUR NO. REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]

Health Dept. _____

Appeal Board _____

Other _____
Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

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

	tenant fit-up of commercial space to teahouse and retail
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 07/26/2004
Note:			Ok to Issue: <input type="checkbox"/>
1) All current windows shall not be closed in or blocked during operation of business. This property is located within a Pedestrian Access District (PAD) which requires retail/personal services type uses on the first floor.			
2) Separate permits shall be required for any new signage.			
Dept: Building	Status: Pending	Reviewer:	Approval Date:
Note:			Ok to Issue: <input type="checkbox"/>



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.

Location/Address of Construction: <u>30 City Center, Portland, ME 04101</u> ^{CL} <u>1st FLOOR</u>		
Total Square Footage of Proposed Structure <u>LEASE 1,700 sq. ft.</u>		Square Footage of Lot <u>NA</u>
Tax Assessor's Chart, Block & Lot Chart# <u>027</u> Block# <u>F</u> Lot# <u>023</u>	Owner: <u>Rodway & Horodyski PA</u> <u>2nd FLOOR</u> <u>30 City Ctr.</u>	Telephone: <u>207-773-8449</u>
Lessee/Buyer's Name (If Applicable) <u>RAIN MANAGEMENT LLC</u> <u>dba SOAK FOOT SANITARY</u> <u>& TEAHOUSE</u> <u>ROBERTA ALEXANDER</u>	Applicant name, address & telephone: <u>Roberta Alexander</u> <u>102 Berkshire Rd</u> <u>Portland, ME 04103</u> <u>207-772-0890</u>	Cost Of Work: \$ <u>30,000</u> Fee: \$
Current use: <u>MAIN FLOOR - TEAHOUSE, LOWER LEVEL - REFLEXOLOGY</u> <u>MASSAGE - PERSONAL SERVICES</u>		
If the location is currently vacant, what was prior use: <u>ANTIQUe STORE</u>		
Approximately how long has it been vacant: <u>6-7 months - ? (UNKNOWN)</u>		
Proposed use: <u>10 SEAT TEAHOUSE & RETAIL (GROUND FLOOR)</u> Project description: <u>2 SEAT - REFLEXOLOGY & MASSAGE - PERSONAL SERVICES</u> <u>SEE ATTACHED</u> <u>& RETAIL (LOWER LEVEL)</u>		
Contractor's name, address & telephone: <u>Alling Custom Woodwork, Keith Alling</u> <u>5 SENSEN WAY, FALMOUTH, ME 04105</u>		
Who should we contact when the permit is ready: <u>Roberta Alexander</u> Mailing address: <u>102 BERKSHIRE RD., PORTLAND, ME 04103</u> <u>207-772-0890</u>		
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: <u>207-772-0890</u>		

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 undersigned 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: Roberta Alexander Date: 7-19-0

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

Request for Build-out permit
Business explanation and project description

Business name and address:

RAIN Management LLC
SOAK Foot Sanctuary and Teahouse
30 City Center
Portland, ME 04101

Owner/Managing Director

Roberta Alexander
102 Berkshire Road
Portland, Maine 04103
Home Phone 207.772.0890
Cell phone 207.838.9131

SOAK will occupy the first floor (ground level) and the lower level of 30 City Center.

Teahouse – around level:

There are no walls being removed or built on the ground level.

There are equipment installations for (1) stove top and venting hood, (1) 2 bay sink, (1) ice maker, (1 each) commercial fridge and freezer. The venting is under investigation with Blue Cold Restaurant Supply and Mike Nugent and code will be followed as prescribed by the City of Portland and approved by Mike Nugent.

Counters and retail shelving will be free standing.

There will be seating for 10 in the teahouse area.

1 employee will run the teahouse and a 2nd employee will reception for both teahouse and lower level foot sanctuary.

Foot Sanctuary – lower level:

As scheduled in the architect's drawing and structural engineer's schedule and seal (under separate cover and submitted by Mark Mueller Architects, 100 Commercial Street, Suite 205, Portland, ME 04101, phone 207.774.9047) a new stairway will be built and walls will be taken down with proper support structure as replacement.

There will be a small preparation area in the lower level containing a fridge, counters, and a washer/dryer. The washer/dryer will be vented through the ground floor and outside in an area adjacent to the stove top venting system and will follow the code for the City of Portland.

There will be seating for eight in the foot sanctuary area for personal services.

2 employees will work in this area.

There will be a 1 part time employee working as well and covering both teahouse and foot therapy areas.

Total seating capacity is 18. Total staffing (including owner) is 5.

Business hours are planned for 7 days per week, 8-10 hours per day and for appointments outside of normal business hours.

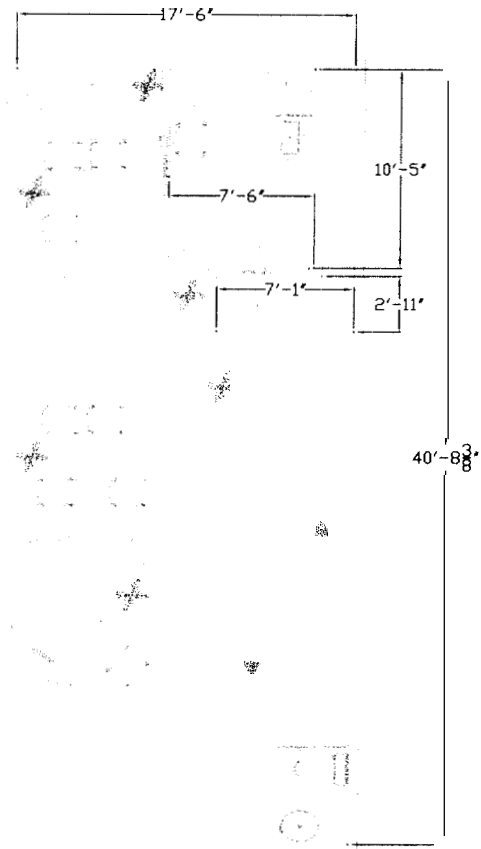
The business will serve tea and light food items. Retail items that compliment both the teahouse and the foot therapy areas will also be offered.

This business is requesting a change of use authorization in addition to building permit.

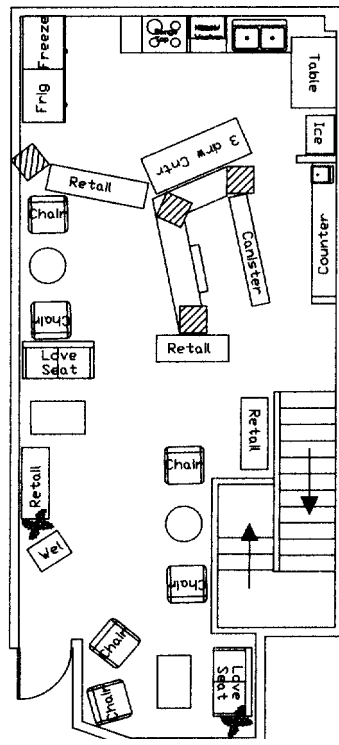
Plumbing and electrical permits will be applied for under separate applications and submitted by each relevant contractor.

All building (fit-out) is managed by Keith Alling, General Contractor
Alling Custom Woodworking ,5 Jensen Way, Falmouth, Maine 04105

Respectfully submitted by
Roberta Alexander
July 19,2004



RAIN Mgmt d/b/a
SOAK Foot Sanctuary & Teahouse
Upper Level



MODIFIED NET LEASE

FOR and in consideration of the mutual covenants and conditions set forth herein, Landlord and Tenant named below agree as follows:

The following constitute the basic terms and provisions of this Lease:

- (1) **DATE OF LEASE:** July) ,2004
- (2) **LANDLORD:** Rodway & Horodyski PA
30 City Center-2nd Floor
Portland, Maine 04 101
- (3) **TENANT:** RAIN Management LLC, d/b/a SOAK Foot Sanctuary and Tea House
30 City Center-I" Floor
Portland, Maine 04 101
- (4) **DESCRIPTION AND ADDRESS OF LEASED PREMISES:** The Leased Premises is the retail floor (first floor) and basement of the building located at 30 City Center, Portland, Maine 04101.
- (5) **PERMITTED USE:** Tenant shall use the Leased Premises **only for the purposes of tea house/reflexology/limited spa services/retail associated with said business.** Tenant shall use and occupy the Leased Premises in accordance with all laws, rules, regulations, requirements and ordinances enacted or imposed by any governmental unit having jurisdiction over Tenant or Tenant's business and only for the Permitted Use, Tenant shall not use or occupy the Leased Premises nor permit the use or occupancy for any unlawful use or purpose.
- (6) **SECURITY DEPOSIT:** \$1800.00 paid at execution of this Lease.
- (7) **COMMENCEMENT DATE:** This Lease shall commence July 7, 2004 for purposes of tenant buildout. **RENT** shall commence sixty (60) days from the execution of this lease or upon opening of tenant's business, whichever occurs first.
- (8) **TERMINATION DATE:** This Lease shall terminate June 30, 2006.
- (9) **TERM:** 2 years.
- (10) **EXTENSION OPTIONS:** Four (4) , two (2) year terms. So long as the Tenant is not in default of this Lease, Tenant shall have the option to extend this lease by giving notice to Landlord not less than ninety (90) days prior to the expiration date of the then current term. Rent for each such terms shall be increased by \$50.00 per month, per term. (Years 3 and 4 - \$1850.00 per month, Years 5 and 6- \$1900.00 per month, Years 7 and 8- \$1950.00 per month, Years 9 and 10 - \$2000.00.)
- (11) **RENT:** The rent payable during the term of this Lease is as follows:

Year 1	\$ 1800.00 per month
Year 2	\$ 1800.00 per month

All other terms and conditions remain the same

ADDITIONAL RENT: Tenant shall pay Landlord additional rent for the water and sewer in an amount equal to tenant's pro rata share of water and sewer usage. Tenant shall pay one-third of the heating oil expense incurred by Landlord. Such heating oil expense shall be paid within ten days of the date that the heating oil bill is paid by Landlord. Tenant shall also pay as additional rent the actual cost associated with the tenant buildout paid for by Landlord in an amount equal to the lesser of \$301.00 per month or the minimum monthly amount required to be paid by Landlord to Norway Savings Bank in conjunction with financing obtained by Landlord for the tenant buildout. The additional rent shall be due and payable on the first day of each month.

(12) **NOTICE:** Any notice, demand, request, consent, approval or other communication which either party hereto is required or desires to give or make to the other shall be in writing and shall be deemed validly given when personally delivered or received by the United States registered or certified mail, return receipt requested, Federal Express (or other comparable overnight delivery service) or FAX to Landlord and to Tenant at the addresses set forth in paragraphs 2 and 3 of this Lease subject to the right of either party to designate a different address by notice similarly given.

(13) **UTILITIES:** Tenant shall be solely responsible for and promptly pay all electrical and other utilities including charges for telephone, computer access, cable televisions, other communication systems and any other utilities used or consumed in or about the Leased Premises with the exception of sewer and water. Due to the nature of the Tenant's business, Tenant and Landlord shall review the sewer and water bills and determine what amount is attributable to the Tenant and what shall be attributable to the Landlord. The Tenant will be required to pay the agreed upon amount to Landlord on the first of each month. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be tenant's sole obligation, provided that the installation shall be subject to the written consent of Landlord.

In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises, and in no event shall Landlord be liable for any consequential damages.

(14) **INSURANCE:** As of Commencement Date of this Lease, Tenant shall obtain and maintain the following:

(i) **Liability Insurance.** Tenant shall obtain and maintain general liability insurance (herein "Liability Insurance") on the Leased Premises and appurtenant areas, naming Tenant and Landlord (as an additional insured) with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000)** per occurrence for combined bodily injury and property damage. Said insurance shall not have a deductible in an amount exceeding \$5,000.00 per occurrence and said deductible shall be paid by Tenant. Tenant shall cause to be delivered to Landlord certified copies of, or certificates evidencing the existence and amounts of, the insurance, and with Landlord named as additional insured. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord, except cancellation for nonpayment of premium, in which case only ten (10) days' prior written notice shall be required. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant.

(ii) **Failure to Maintain Insurance Policies.** Failure of the Tenant to procure and maintain said insurance shall be considered a breach of this Lease. However, without waiving said rights hereunder for breach by Tenant, Landlord may, at its own option, purchase said policy and maintain the same for the term of the lease, but at the expense of Tenant.

(iii) **Waiver of Subrogation.** In the event Landlord carries insurance on the Parcel or Premises, Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises, or the Parcel, as the case may be, from perils insured against under their respective fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause; provided, that this Section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant. Either Landlord or Tenant shall, at the request of the other party, execute and deliver to such requesting party a form of Waiver of Subrogation in the form and content as reasonably required by the requesting party's insurance carrier.

(15) MAINTENANCE, REPAIRS AND IMPROVEMENTS :

Landlord's obligations: The Landlord agrees to maintain and repair all exterior and structural components of the leased premises to include the walls, foundation and roof necessary to keep the building in good, usable condition as it presently exists, normal wear and tear provided. However, if any damage is caused directly or indirectly by the fault of Tenant, or its agents, employees or business invitees, such maintenance or repair shall be at the expense of Tenant. Landlord shall have the heating and air conditioning system in good and working order prior to completion of Tenant buildout.

Tenant's obligations: The Tenant acknowledges that she shall be responsible to renovate the leased premises to be suitable for her use. However, prior to commencing any renovations whatsoever, Tenant shall be required to obtain the approval of Landlord. The Tenant shall be responsible for the maintenance and repair of the interior of the leased premises, including but not limited to the air conditioning system and any windows and doors, and at the expiration of the term hereof, yield up the entire of the Lease Premises in good order and repair, reasonable wear and tear excepted.

Alterations, Additions and Improvements. The tenant may make such alterations, additions, and improvements to the leased premises as it may desire at its own expense, provided, however, that no structural alterations or additions may be made without first obtaining the Lessors written consent.

All repairs, alterations and additions made by the Tenant, shall be done in a good and workmanlike manner, in full compliance with all state, federal and municipal laws, ordinances, rules and regulations. Tenant shall not allow a mechanics lien to be placed upon the property. Such a lien will be considered default hereunder.

(16) FIRE CASUALTY OR EMINENT DOMAIN: If at any time during the term of this Lease, the Building or the Leased Premises shall be destroyed in whole or in part by fire or other causality or taken by the power of eminent domain, so as to render any portion of the Building or the Leased Premises unfit for occupancy or unsuitable for Tenant's use in the ordinary conduct of its business, Landlord may, but shall not be required to, cause such damage to be repaired within ninety (90) days after the occurrence of such damage, subject to delays arising from shortage of labor or material, acts of God, war or other conditions beyond Landlord's reasonable control. The rent shall abate proportionately during the repair period to the extent that the Leased Premises are unfit for use by Tenant in the ordinary conduct of its business. Landlord's obligation to effect such repairs of the Leased Premises to its condition prior to casualty shall be limited to the extent of the insurance proceeds (without diminution by any deductible or co-insurance provision) available to Landlord as a result of said occurrence. If Landlord elects not to repair said damage then either party may elect within thirty (30) days from the date of such casualty or taking, to terminate this Lease in which event this Lease and the tenancy hereby created shall cease as the day of such casualty.

(17) **QUIET ENJOYMENT AND SUBORDINATION:** This lease shall be subject to and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter acquired, lien or liens on the property of which the Leased Premises are part and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Landlord agrees that, subject to the terms, covenants, and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants, and conditions of this Lease, peaceably and quietly occupy the Leased Premises.

(18) **RIGHT OF ENTRY:** Landlord and its agents shall have the right to enter the Leased Premises at all reasonable hours and after reasonable notice, for the purpose of examining the same, or for making any repairs, alterations or additions which it shall deem necessary for the safety or maintenance of the Leased Premises.

(19) **ASSIGNMENT/SUBLEASING:** Tenant shall not sublet nor assign the whole or any part of the Leased Premises without the written consent of Landlord.

(20) **DEFAULT BY TENANT** The following shall be deemed to be an "Event of Default" by Tenant under this Lease:

(a) Failure to Pay Rent. If Tenant shall fail to pay any installment of Monthly rent or any part thereto, or shall fail to pay any item of Additional Rent or any other monetary obligation hereunder and such failure shall continue for seven (7) days after rent or additional rent is due; or

(b) Failure to Perform Terms. If Tenant shall fail to perform any of the terms, covenants, or conditions of this Lease, other than those specified in subparagraph (a) above, on the part of Tenant to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that no Event of Default shall be deemed to occur so long as within such thirty (30) day period Tenant has commenced to cure such default and thereafter with reasonable diligence pursues its efforts to cure; or

(c) Vacation or Abandonment. If Tenant shall vacate or abandon the Leased Premises and permits the same to remain unoccupied and unattended for more than thirty (30) days, unless such condition is caused by strikes, acts of God or other causes beyond the control of Tenant or Tenant has given written notice of the intent to vacate and has provided Landlord reasonable assurances of its intent to continue to perform all of the obligations of this Lease to be performed by Tenant; or

(d) Insolvency. If Tenant becomes insolvent, makes an assignment for the benefit of creditors, or makes a transfer in favor of creditors, any of which materially affects Tenant's ability to perform the terms and conditions of this Lease; or

(e) Bankruptcy. If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or any state, in any bankruptcy, reorganization, composition, extension arrangement or insolvency proceeding, and Tenant shall thereafter be adjudicated a bankrupt, or such petition shall be approved by the Court, or if such proceeding shall not be dismissed within forty-five (45) days after the institution of the same, or if any such petition shall be so filed by Tenant.

(21) **LANDLORD REMEDIES ON TENANT DEFAULT.** Upon the occurrence of an Event of Default, Landlord, without further notice, may at his sole discretion (in addition to any other available legal remedies):

(a) Terminate this Lease and Tenant's right to possession of the Leased Premises; or

(b) Terminate only Tenant's right to possession of the Leased Premises, without terminating the Lease or releasing Tenant in whole or in part from Tenant's obligations hereunder for the full term hereof: or

(c) Without terminating this Lease or Tenant's right to possession of the Leased Premises, enter upon the Leased Premises and do and perform whatever Tenant is obligated to do under the terms of this Lease.

Landlord shall give written notification of default to Tenant. Any default which remains uncured for a period of seven (7) days in the case of monetary default, and thirty (30) days in the case of non-monetary default, shall give the Landlord the right, if he so elects, at any time thereafter, to terminate this Lease and the term thereof and, in addition, repossess the premises, upon giving to the Tenant seven (7) days notice in writing of the Landlord's intention to do so, and this Lease and the term hereof shall expire and shall come to an end as of the date fixed in such notice. In case of any such termination, Tenant shall indemnify Landlord against any net loss of rent and other payments provided herein between the time of such termination and the expiration of the term of this Lease and any all amounts payable by subsequent Tenants as provided below. In the event of a termination of the Lease, Landlord shall use all reasonable efforts to lease the Leased Premises at the then fair market value for said premises, and any monies collected from any re-letting shall be applied first to the expenses of the re-letting and then to payment of the rent and all payments due from the Tenant to Landlord at the time of the termination, or any time thereafter. If rental received from reletting during any remaining months of the term hereunder is less than the monthly rental to be paid by Tenant hereunder, Tenant shall pay said deficiency monthly to Landlord. Landlord may rent the Leased Premises for a term which may expire after the expiration of the term of this Lease, with out releasing Tenant from any liability arising prior to termination date (except as provided herein), Tenant shall be liable for any reasonable expenses incurred by Landlord in connection with obtaining possession of the Leased Premises and in connection with any re-letting, including without limitation, reasonable attorney's fees and reasonable broker's fees, and of costs of any reasonable alterations and repairs necessary to relet the premises.

If it is necessary for either party hereunder to institute legal proceeding against the other for breach of any of the covenants or conditions of this Lease, or for possession of the Leased Premises, then, in such event, the non-prevailing party agrees to reimburse the prevailing party for the cost of any such proceeding including the cost of recovering the Leased Premises, reasonable attorney's fees, to the fullest extent allowable under Maine Law, and including the worth at the time of such termination of the excess if any, of the amount of rent and charges equivalent to rent renewal in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term all of which amounts shall be immediately due and payable from the non-prevailing party.

(22) **LANDLORD DEFAULT:** Landlord shall in no event be in default in the performance of its obligations hereunder unless and until the LANDLORD shall have failed to perform such obligations within forty-five (45) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying how the Landlord has failed to perform any such obligation. Further, in the event it is necessary for Tenant to institute legal proceedings for breach of any covenant or conditions to this lease, the non-prevailing party shall reimburse the prevailing party for costs and reasonable attorney fees.

(23) **SURRENDER AND TERMINATION:** At the expiration of the term hereof, or any extension thereto, Tenant shall surrender the Leased Premises in generally the same condition as the Leased Premises were in upon delivery of possession thereof under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises. Tenant shall remove any alteration or improvements, unless previously approved by Landlord in writing, as directed by the Landlord, before surrendering the premises as aforesaid. Tenant shall repair any and all damage to the Leased Premises caused by the removal of any alteration, improvements, trade fixtures and furniture. The usual trade fixtures and furniture of Tenant may be removed from the Leased Premises upon the termination of this Lease if, and only if, Tenant is not then in default hereunder, subject to the Landlord Waiver executed by Landlord in favor of Key Bank. Tenants obligation to observe and perform this covenant shall survive the expiration or the termination of the term of this Lease or any renewals thereof.

(24) **INDEMNIFICATION AND LIABILITY:** All personal property in the Leased Premises shall be kept therein at the risk of Tenant only, and Landlord shall not be liable for any damages occasioned by the failure to

keep the Leased Premises in repair, and shall not be liable for any damages to nor occasioned by or from electric current, plumbing, gas, water, steam, sewage, odors, or the bursting, leaking, running or failure of operation of any radiator, tank, water closet, washstand, waste pipe, air conditioning or any other apparatus in, above, upon or about the Building or the Leased Premises, nor for damage occasioned by water, snow, or ice being upon any sidewalk or entranceway, or being upon or coming through such entrance way or any skylight, roof or any other opening in the Building or the Leased Premises, nor for loss resulting from theft or mysterious disappearance, or any interference with light or air, nor for any damage arising from the action or negligence of Tenant or any of the owners or occupants of adjacent or contiguous property.

(25) **REMEDIES AND ENFORCEMENT.** All remedies herein are cumulative, and given without impairing any other rights or remedies of Landlord or Tenant, and the non-prevailing party shall pay and discharge all reasonable costs, expenses and attorney's fees that shall arise from enforcing the covenants of this Lease by the prevailing party. The fact that Landlord or Tenant does not exercise its right hereunder in the event of breach of covenant shall not be deemed a waiver of such rights as to subsequent breaches of covenants by either party.

(26) **TOTAL AGREEMENT:** All covenants, promises and agreements herein contained shall be binding upon and shall inure to the benefit of the respective successors or assigns of the parties hereto. This instrument embodies all of the agreements of the parties hereto with respect to the subject matter hereof and all agreements, if any, whether oral or written, heretofore made by the parties hereto relative to the subject matter hereof shall be

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Modification or the invalidity of any of the provisions hereof shall not affect any of the remaining provisions hereof.

(27) **APPLICABLE LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease this _____ of July, 2004

WITNESS:

Galen Anderson

TENANT:

RAIN Management LLC, d/b/a SOAK Foot Sanctuary and Tea House

Roberta Alexander
BY: Roberta Alexander, Manager

I, Roberta Alexander, hereby personally guarantee all of the terms and conditions of this lease.

Roberta Alexander
Roberta Alexander

WITNESS:

Galen Anderson

LANDLORD:
RODWAY & HORODYSKI, PA

Peter E. Rodway
BY: Peter E. Rodway

LANDLORD WAIVER

TO: KEYBANK NATIONAL ASSOCIATION
4910 Tiedeman Road
Brooklyn, Ohio 44144

The undersigned is the owner of certain real property, described briefly as follows:

30 City Center, Portland, ME 04101

The undersigned has been informed that KEYBANK NATIONAL ASSOCIATION (the "Secured Party") is willing to extend credit to RAIN MANAGEMENT LLC (the "Borrower") if the undersigned will consent to the Secured Party taking a security interest, chattel mortgage or other lien on certain personal property now or hereafter to be located at or on or affixed to such real property and if the undersigned will disclaim any interest in or lien on such personal property, described as follows:

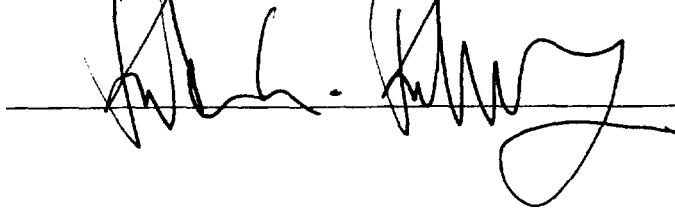
All personal property whenever (i) purchased or acquired by Borrower or (ii) owned by Borrower

The undersigned, intending to be legally bound hereby, consents to the Secured Party taking a security interest, chattel mortgage or other lien on such personal property and disclaims any interest therein or lien thereon. The Secured Party may at any time enter upon such real property and remove such personal property without liability for damage to the real property resulting from such removal except to the extent that such damage was not reasonably necessary to accomplish such entry and removal. The undersigned will not seek to levy execution on or to foreclose any lien or other security interest on such personal property or otherwise apply any such personal property to satisfy any claim of the undersigned against the Borrower, and will notify any successor in interest of all or any part of such real property of this consent and disclaimer, which shall be binding on the executors, administrators, successors and assigns of the undersigned.

Landlord will provide Secured Party with notice of a default under the lease between Landlord and Borrower at the address specified above and a reasonable opportunity to cure the default, but Secured Party has no obligation to cure the default.

Executed this 7 day of July, 2004.

OWNER:



PROPOSED STAIR

EXISTING OVERHEAD BOFFIT

OPEN TO ABOVE

EXISTING MECHANICAL ROOM

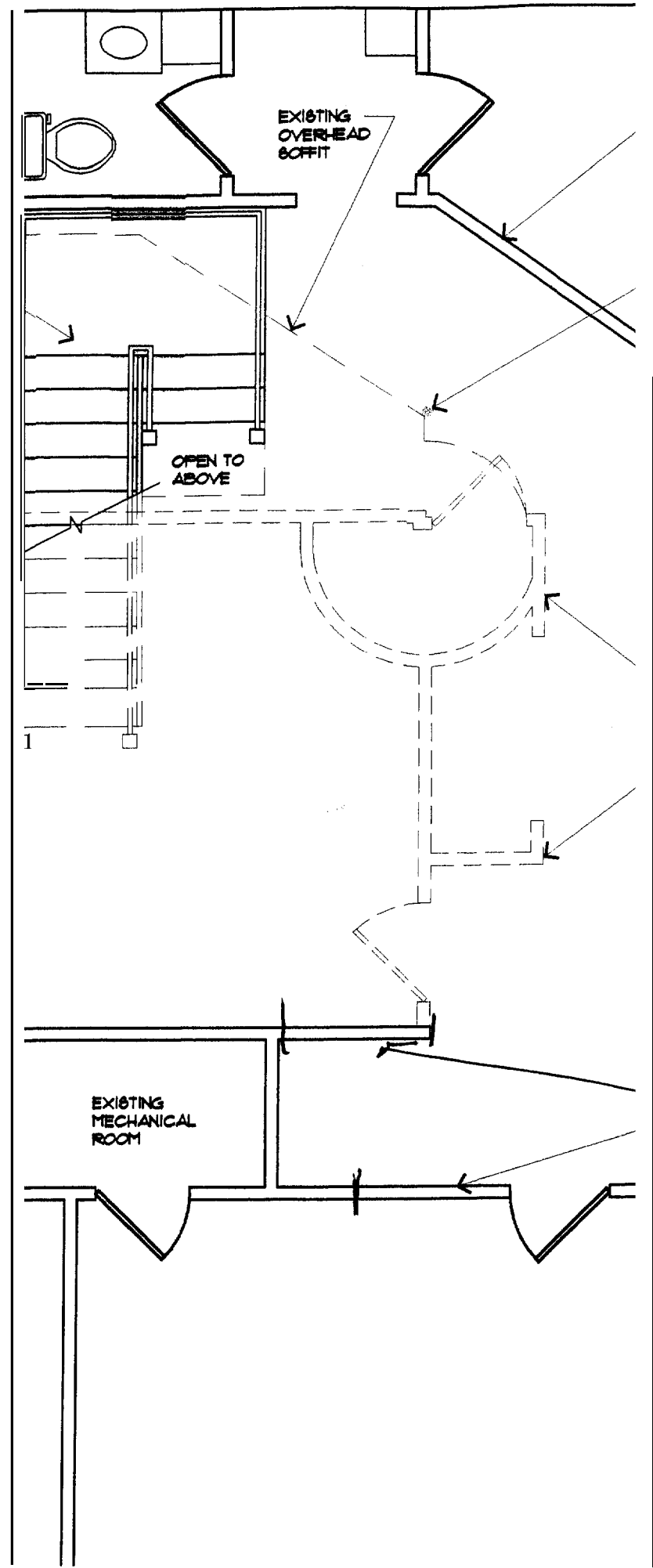
EXIST. INTERIOR WALLS TO REMAIN

EXIST. LALLY COLUMN (TO REMAIN)

EXIST. EXTERIOR BRICK FOUNDATION WALL

EXIST. INTERIOR WALLS TO BE REMOVED

coming out
EXIST. INTERIOR WALLS TO REMAIN
coming out

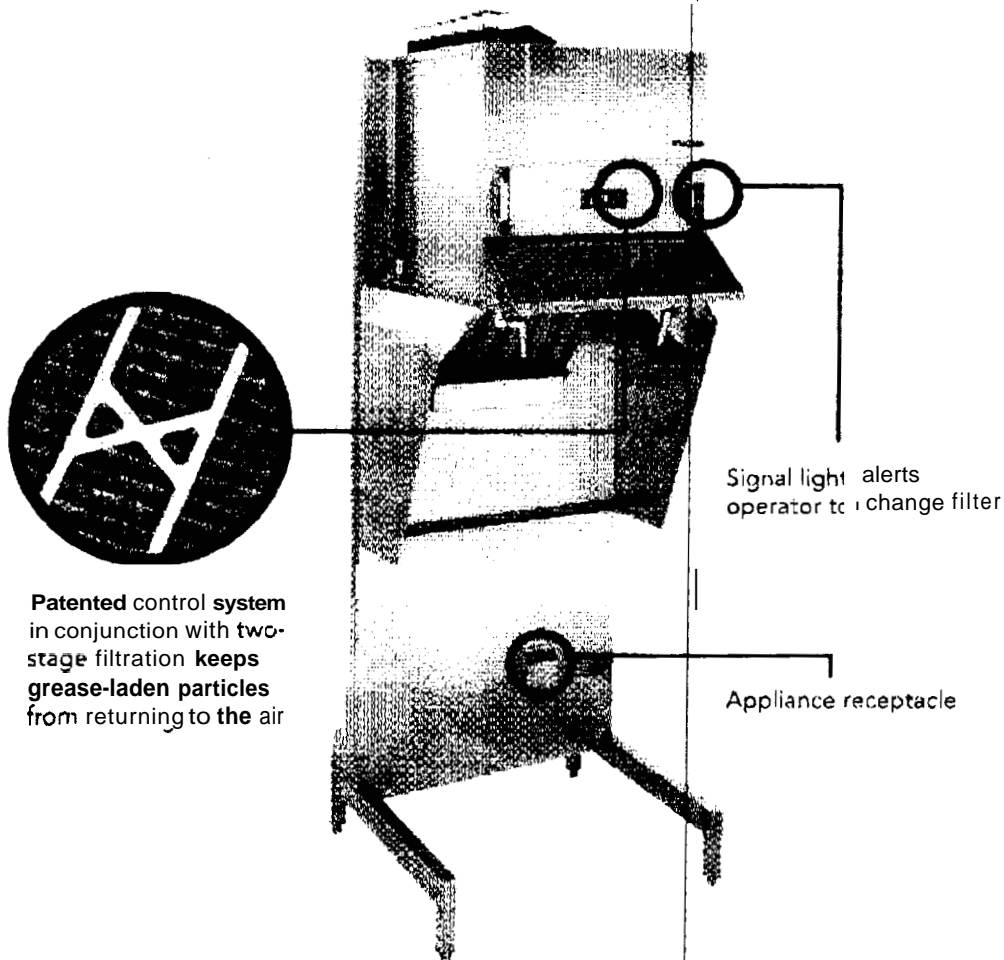


Miso



FH-28

VENTLESS HOOD



Patented control system
in conjunction with two-
stage filtration keeps
grease-laden particles
from returning to the air

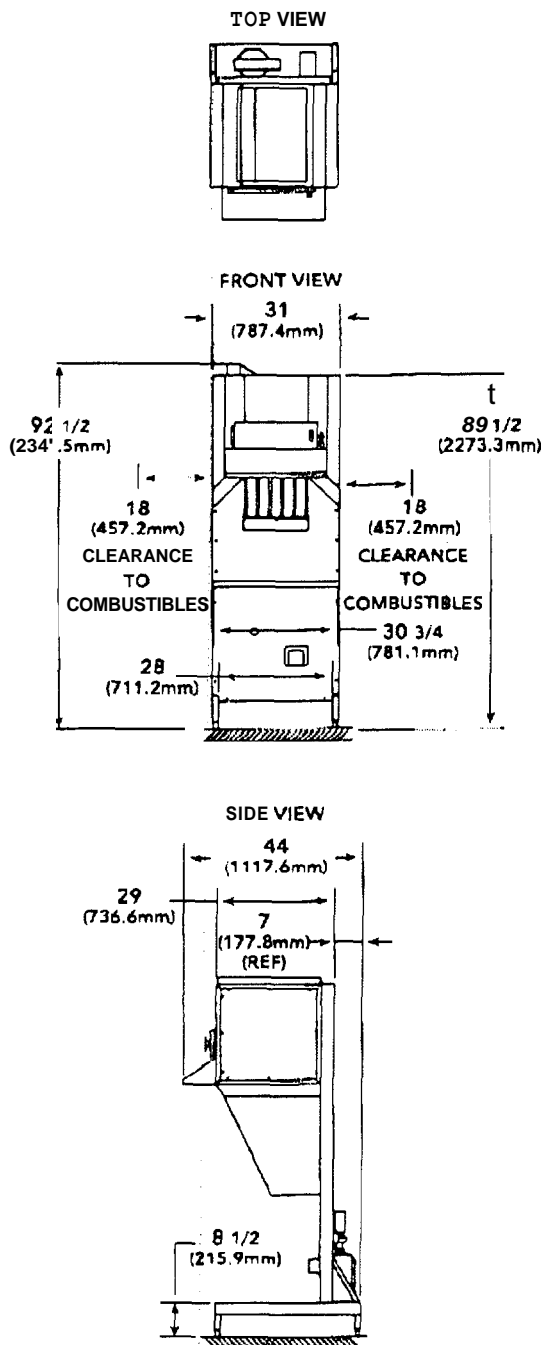
Signal light alerts
operator to change filter

Appliance receptacle

BKI's ventless hoods are available in free-standing models for mobility and convenience to work with a variety of manufacturers' electric cooking appliances. Self-contained and free of expensive ductwork, our ventless hood system has an advanced filtration process that removes virtually all grease particles from the air stream. A signal light alerts operator to change disposable filter, and the hood will shut off automatically if ignored to ensure efficient filtration performance.

VENTLESS HOOD

www.bkideas.com

FH-28**ELECTRICAL SPECIFICATIONS**

Voltage 208-240

Phase 1 or 3 (Field Connection)

Cycles 60Hz standard
(50Hz available, consult factory)

kW .75W, plus kW of appliance used with hood

Amps Hood motor and control circuits require approx. 3A(1ø). Total current of hood and appliance is equal to appliance current, plus 3A (appliance not to exceed 60A). Breaker and wires must be sized accordingly.

Plug style provided: NEMA 15-60

450 CFM of fresh air must be provided by HVAC system for each hood.

Noise level: approximately 70 decibels

18" clearance must be allowed on each side for clearance to combustibles and service access.

Fire extinguishing system must be activated by an authorized Kidde dealer. Field installation is the responsibility of the end-user.

DIMENSIONS

Height	92 1/2" (2349.5mm)
Width	31" (787.4 mm)
Depth	44" (1117.6 mm)
Floor Space	9.55 sq.ft (9 m ²)
Shipping Weight	517 lb. (234.5 kg)
Shipping Cube	99.2 cu.ft (2.8 m ³)

Contact your local BKI sales representative for information regarding fryer, griddle; or sandwich grill appliances classified for use with this hood by U.L.

**BKI Worldwide Headquarters**

P.O. Box 80400 Simpsonville, SC 29680-0400 USA • Tel: 864-963-3471 • Toll Free: 1-800-927-6887
Sales Fax: 509-352-5350

BKI Europe (U.K.)

Tel: (44) 8950 8222
Fax: (44)8956 0233

BKI Latin America

Tel: 954-442-0480
Fax: 954-442-0480



Specifications subject to change without notice
© BKI 11/02/05 03

Sent By: ;

BKI

TECHNICAL SERU

Fax: 8642289175

12077721621;

Jul-8-04 10:34AM;
Jul 2004 11:14

Page 4/6

13 LOMBARD DRIVE
PO BOX 18985
RESEARCH TRIANGLE PARK
NORTH CAROLINA 27709-3995
(919) 549-1400
FAX NO. (919) 549-1842
TELEX NO. 4937928-U.L.R. UI

 Underwriters Laboratories Inc. *

File MH16165
Project 91RT2811

August 5, 1991

REPORT

ON

DUCTLESS HOOD FOR USE WITH SPECIFIED
COMMERCIAL COOKING APPLIANCE

BK Industries
Mauldin, SC

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An independent,
not-for-profit organization
testing for public safety.

BKI TECHNICAL SERU

Fax:8642289175

Jul 8 2004 11:14 P.02

File MH16165 Vol. 1 Sec. 2 Page 1
and Report

Issued: 08-05-91
Revised: 12-17-97

DESCRIPTION

PRODUCT COVERED:

* USC, CNC - Series 371 ductless hoods, Model Nos. FH-22, FH-29, and FH-28D for use with UL Listed commercial cooking appliances. Models FH-22 and FH-28 may be suffixed with "WM".

ENGINEERING CONSIDERATIONS (NOT FOR FIELD REPRESENTATIVE'S USE;

USC - indicates investigation to United States requirements.

CNC - indicates investigation to Canadian requirements.

GENERAL:

* The ductless hoods described under PRODUCT COVERED are intended for use with UL Listed commercial cooking appliances whose limitations are specified on the Classification Marking. The Models FH-22, FH-28 and FH-28D are identical with the exception of the hood enclosure on the FH-28 and FH-28D being 31 in. wide instead of 25 in. wide for the FH-22. The Models suffixed with "WM" are wall mounted hoods.

All hood models are as described in the Construction Details of this section.

The ductless hood assemblies consist of an exhaust blower, pressure switches, metal baffle type grease filter, a door interlock switch, charcoal type air filter, a grease filter, fire extinguisher armed switch, enclosure cover interlock switch and a fire extinguishing system.

If the access door is open or the blower does not operate, the cooking appliance is de-energized. If the hood fails to operate, the cooking appliance is de-energized. If the incorrect charcoal filter is installed or the properly installed filter is operated until the point of filter blockage, the unit will cease to operate and de-energized the cooking appliance. If panels covering the hood enclosure are removed, the hood will not operate.

In the event of a fire in the cooking appliance and the activation of the fire extinguishing system, the power to the cooking appliance is terminated and the hood will not operate.

Interlocks and pressure switches are wired in series with the main power contactor and the cooking appliance and hood. The ductless hoods are provided with receptacles or junction boxes to provide power to the cooking appliance which gets its power directly from the hood.

File MH16165 Vol. 1 Classification Marking Data Page 2 Issued: 05-22-97

(FILE IMMEDIATELY AFTER AUTHORIZATION PAGE.

C L A S S I F I C A T I O N M A R K I N G

PROCUREMENT:

All Classification Markings shall be obtained from a supplier authorized by Underwriters Laboratories Inc., unless the Classification Marking is molded, cast, die-stamped, rubber stamped, or reproduced by the manufacturer.

COMPOSITION:

UNDERWRITERS LABORATORIES INC.
CLASSIFIED
DUCTLESS HOOD FOR USE WITH UL LISTED (COMPANY NAME) MODEL
COMMERCIAL COOKING APPLIANCES
XXXX

XXXX-Assigned Control No.:



Minimum size is not specified, as long as the Classification Marking is legible.

Optional Marking - The following symbol, when used must be located adjacent to, and as part of, the regular Classification Marking.



APPLICATION:

For use on used on Listed

Classified products or ducts only. Not to be cognized Componente.

LOCATION:

On the product.

THIS PAGE IS TO BE REVISED BY PUS DEPARTMENT ONLY

THE FH SERIES HOOD AND NFPA 96

The following is a copy of NFPA 96 chapter 10 (1994 Edition) with the methods in which BKI has addressed the requirements (*shown in bold/italicized print*). Note: Some sections may not have a response after each item, but at the end of a group. Some items may pertain to field installation and are listed here as a guide for installation. Any questions regarding *this* standard should be addressed with the local authority having jurisdiction. We strongly recommend that you work closely with your local authority to insure a proper and efficient installation.

Chapter 10 Recirculating Systems

10-1 General Requirements Recirculating systems containing or for use with appliances used in processes producing smoke or grease-laden vapors shall be equipped with components complying with the following:

(a) The clearance requirements of 1-3.2

-FH series hoods have been tested (as part of the Underwriters Laboratories Inc. listing procedure) to insure safe clearance to combustibles at 18" to the sides, 0" to the ceiling, and 0" to the rear.

(b) A hood complying with the requirements of Chapter 2

-FH hoods are constructed from 20 MSG stainless steel. All seam seals and penetrations have been evaluated as part of the listing procedure.

(c) Grease removal devices complying with Chapter 3

-The FH series hood uses a listed grease baffle installed per the requirements of this section.

(d) The air movement requirements of Chapter 5, Exception to 5-2.1 and 5-2.3

-Air flow requirements were evaluated as part of the listing procedure.

(e) Auxiliary equipment (such as particulate and odor removal devices) complying with Chapter 6

Exception: As permitted by 10-2.5,

-Secondary filtration methods are protected by the fire extinguishing system.

(f) Fire extinguishing equipment complying with the requirements of Chapter 7.

Exception; References to dusts in 7-1.1 and 7-4.1.

-A fixed pipe wet chemical fire extinguishing system is used in the FH hood. The system was evaluated as part of the listing procedure.

(g) The use and maintenance requirements of Chapter 8

-The manual prescribes maintenance procedures per chapter 8.

(h) The minimum safety requirements of Chapter 9

-These hoods are listed only when used in conjunction with listed appliances.

(i) All the requirements of this chapter.

-Listing by Underwriters Laboratories is in compliance with this chapter.

10-2 Design Restrictions. All recirculating systems shall comply with 10-2.1 through 10-2.7.

10-2.1 Only gas- or electrically-fueled cooking appliances shall be used. Gas-fueled appliances shall not have the combustion flue outlet(s) directly connected to the recirculating system. Gas-fueled appliances shall have a minimum 18 in (457.2 mm) clearance from the flue outlet to the filter inlet in accordance with 3-2.2 and shall meet the installation requirements of NFPA 54, National Fuel Gas Code, or NFPA 58, Standard for the Storage and Handling of Liquefied Petroleum Gases.

-The FH series hood is designed and listed for use only with electrically-fueled appliances.

10-2.2 Recirculating systems shall be listed with a testing laboratory. There shall be no substitution or exchange of cooking appliances, filter components, blower components, or fire extinguishing system components that would violate the listing of the appliance.

-FH hoods have been listed by Underwriters Laboratories Inc.

10-2.3 Labeled maximum limits pertaining to cooking equipment used with a single recirculating system shall be established by performance testing during the listing process. A single recirculating system shall not use cooking equipment that exceeds the system's labeled maximum limits for that type of equipment.

-Labeling on the hood specifies the maximum limits for the types of equipment that may be used with the hood

ELECTRICAL INTERLOCKS

The appliance gets power from the hood, thus it becomes part of the system.

Door interlock - Shuts the system down if the door is left open.

Fire Extinguisher interlock - System shuts down if the extinguisher goes off,

Access panel interlock - System shuts down if the ~~panel~~ is not in place.

Air filter:

Partial block of filter - replacement soon (light goes on to signal this).

Must replace filter - System shuts down if the filter is plugged.

No air filter - unit will not operate.

Wrong air filter - unit will not stay on.

[Not interlocked for upside down. Although the filter will still trap particles, an upside down filter will shorten the life of the filter's odor removing capabilities]

Grease filter plugged or not in place - the unit will not stay on.

Fire extinguishing system interlock with central fire alert system.

SERVICE ACCESS

Easy access to the controls though the side panel on the upper right of the hood and by removing the fire extinguisher access panel, which is behind the appliance. The contactor and fuse access is in the rear, also accessible by removing the fire extinguisher access panel (located behind the appliance) and opening the electrical enclosure.

Inspection for fire system readiness behind appliance.

BKI**RECIRCULATING SYSTEM
(Filter Hood)****SIZES**

FH-22 - Will handle most appliances..up to 22 inches wide

FH-28 - Will handle appliances up to 28" wide

FH-28D - For use with BKI Donut Fryer

FILTRATION

3 filters: **Grease baffle primary** filter, **extended surface** fiberglass secondary, carbon odor reducing filter

Easy **Cleaning/replacing**

Signaling system that filter **is near the** replacement time

Interlocks to **insure** the filters are **in place** and the **door is closed**.

Effectiveness - why not **an Electrostatic Precipitator?..ESP's lose** their efficiency as they get **loaded** with grease, thereby **becoming less** effective. **The FH series uses an** extended **surface disposable** filter **which** becomes more efficient **in particle** removal as it is used; the **particles** that are trapped **in the** filter **media aid in** additional filtration. **This filter also allows** the hood to **accurately sense** when the filter needs to be replaced.

Odor - still need good ventilation - a **minimum of 450 cfm of fresh air** per hood is recommended to **seduce** odor **buildup in confined areas**. If there is a conventional hood in the **vicinity of the FH installation**, adequate ventilation **will** be provided by the conventional hood.

Flow Rate: 650 CFM

SIZE LIMITATIONS OF APPLIANCES: (not applicable to FH-28D)

Maximum Vat Size for pressure or open fryer is 396 square inches, with a shortening capacity of 110# and an input of 22KW.

Minimum vat size for pressure or open fryer is 90 square inches, with 10 pounds of shortening and an input of 1.7KW.

Maximum griddle size is 450 square inches. The maximum griddle input is 8KW.

Maximum Amperes per line: 60 Amps

Post-it* Fax Note	7671	Date	7/15/04	# of pages	▶ 10
To	Mike Nugent	From	BKI		
Co./Dept.		Co.	BKI		
Phone #		Phone #			
Fax #	207 874 8716	Fax #			

SPECIFICATIONS:

Hood current draw (not including the appliance):

26 Amperes @ 208V, 2.2 Amperes @ 240V

MODEL	MINIMUM CEILING HEIGHT	OVERALL WIDTH	MAXIMUM APPLIANCE BASE WIDTH	MAXIMUM APPLIANCE TOP WIDTH
FH-22	93"	25"	22"	24.5"
FH-28	93"	31"	28"	30.5"
FH-28D	93"	31"	28"	--

Height of appliance under hood: 33" to 39"

Shipping weight of hood:

FH-22: 497 lbs.
 FH-28: 517 lbs.
 FH-28D: 525 lbs.

INSTALLATION

Note Location restrictions below.

Licensed installers required:

Range Guard Approved installer to activate fire extinguishing system.

Licensed electrician.

Remote pull station - why not on front?...It is desirable to keep people away from any fire. **By putting the remote pull station at the point of exit from the area, the fire can be extinguished as people exit the room.**

The appliance gets its power from the hood, which is hard wired to the building power source.

Connecting the appliance:

- Electrical** - by plug for 4 wire connections or less (3 phase + ground) for those appliances that are approved for used with a plug.
- hard wired for 5 wire connections (3 phase + Neutral + Ground)
- For 120 V connections, the plug/outlet connection used in the hood is not recognized for carrying a neutral line, so single phase line to neutral connections must also be hard wired.

Fire Safety - There is provision for connecting the FH hood to the building central fire station. When this is done, an actuation of the fire extinguishing system, whether manually set off or automatically set off, will automatically signal the central fire extinguishing system of the building.

Mechanical - Remote pull statim must be conduit connected from hood to point of egress (usually the door where you leave the cooking area), **This is not an electrical connection; there is a cable under tension inside the conduit.**

Ventilation - Although the carbon matrix on the filter cartridge helps to reduce odors, odor buildup **will still occur** if additional **ventilation is not provided.** At least **450 cfm of fresh air ventilation** must be provided to keep odors at an acceptable level.

LOCATION RESTRICTIONS

Left top side of unit must be clear of restrictions due to exhaust outlet.

Heat load into **the building** from the **cooking appliance** must be considered by *the* specifying engineer.

Location **must be able to be ventilated as** noted above.

Right side of hood must be kept clear for **service access.** **18" clearances** to combustibles on both sides of the hood, **0" above the** exhaust deflector and to the rear of the hood.

OPERATION

Hood must be **on** before **appliance can** operate.

Hold button for three seconds...**The filter sensor switches operate on a vacuum principle.**

The motor and **all other aspects** of *the* system must be functioning properly for the switches to allow continued operation.

SAFETIES

Fire extinguishing system - ASCOA/Range Guard - 5 qt. extinguisher capacity

2 Links, either of which will set off the fire extinguisher system :

Front of hood above appliance.

Behind *grease* filter.

An additional link on the damper will shut down the system and suffocate any fire that might occur in the plenum area.

4 nozzles:

Two aimed toward vat.

One between **grease** filter and *air* fiiter.

One above **air filter.**

Damper at air exhaust

Purpose - to suffocate any fire that may carry up to the filter.

Activated by its own fire activated **link** (same type as for the fire extinguisher system)

Warning - When the filter starts to become plugged up, a change filter warning light will go on. This light will allow up to two weeks operation (depending on use) prior to system shut down.

CERTIFICATIONS:**FH-22, FH-28**

NSF Certified for Sanitation Standard 2.

UL Tested and Certified. UL file number is MH16165, Section 2, dated August 5,1991.

BOCA Research Report No. 91-47.

CSA - File number LR 96330-1.

FH-28D

UL file number MH16165, Section 2, revised 11-06-95.

NSF Certified for Sanitation Standard 2.

(Note: Units conforming to CSA requirements *are* slightly different from the standard units. When ordering units for use in **Canada**, please specify **Canada** on the order. The required **changes** for conformance to **CSA MUST** be made at the factory and *can* not be field adapted.)

The FH series has been constructed according to the guidelines given in NFPA 96 Chapter 10. A discussion of how the FH series addresses each point is included with this Engineering and Fire Safety Data booklet.

STATE & CITY ACCEPTANCE:

City of Los Angeles, CA, Research Report RR8061

State of Indiana, Per a letter dated April 24, 1992 by
Niles E. Werblo, C.B.O., Deputy Division Director, Code Enforcement Division

Flagler County, Florida, Board of County Commissioners, Per a letter dated March 25, 1993, by Michael Garrett, Chief Fire Inspector.

State of Ohio, Ohio Department of Commerce, Division of the State Fire Marshal, Per a letter dated January 13, 1992, signed by James J. McNamee, State Fire Marshal, and Elmer Waltz, Chief, Factory & Buildings.

City of San Diego, California, Per a letter dated October 13, 1993 by
Frank Hernandez, Senior Plumbing/Mechanical Inspector,
Building Inspection Department, Field Inspection Services

City of Phoenix, Arizona, Per a letter dated April 24, 1994 by
John Mertens, Fire Protection Engineer.

10-2.4 A fire-actuated damper shall be installed at the exhaust outlet of the system. The damper shall be constructed of at least the same gauge as the shell. The actuation device shall have a maximum temperature rating of 286° (141°C).

-The FH has a damper with a 165°F actuation device.

10-2.5 No electrical wiring shall be installed in the interior sections of the hood plenum that might become exposed to grease.

Exception: As permitted by NFPA 70, National Electrical Code,

-All wiring is sealed from grease contact.

10-2.6 The power supply of any electrostatic precipitator (ESP) shall be of the "cold spark," ferro-resonant type in which the voltage falls off as the current draw of a short increases.

-The FH does not use this device.

10-2.7 Listing evaluation shall include the following:

(a) Capture and containment of vapors at published and labeled airflows.

(b) Grease discharge at the exhaust outlet of the system not to exceed an average of 5 mg/m³ of exhausted air sampled at maximum product capacity over a continuous 8-hr test per EPA Test Method 202, *Determination of Condensable Particulate Emissions from stationary Sources*, with the system operating at its minimum listed airflow.

(c) Listing and labeling of clearance to combustibles from all sides, top and bottom

(d) Electrical connection in the field shall be in accordance with NFPA 70, *National Electrical Code*.

-All of the above requirements have been verified by Underwriters Laboratories Inc.

10-3 Interlocks. The recirculating system shall be provided with interlocks of all critical components such that, if any of these are interrupted, the cooking appliance shall not be able to operate.

10-3.1 All closure panels encompassing airflow sections shall have interlocks to ensure the panels are in place and fully sealed.

10-3.2 Each filter component (grease and odor) shall have an interlock to prove the component is in place.

10-3.3 Each ESP shall have a sensor to prove its performance is as designated, with no interruption of the power to exceed 2 min. This shall be a manual reset device of circuit.

10-3.4 An airflow switch or transducer shall be provided after the last filter component to ensure



CIVIL & STRUCTURAL ENGINEERING
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90 Hodsdon Rd., Pownal, ME 04069 Phone 207.688.4630 Fax 207.688.4986

TRANSMITTAL

To: Mike Nugent
From: Eric Dube
Casco Bay Engineering
Date: **7-23-04**
RE: SOAK Foot Sanctuary and Teahouse
30 Monument Square
Stairway renovation

Enclosed: S1 First Floor Framing Plans and Sections Rev. 1

Dear Mike,

Enclosed please find a revised drawing for the above referenced project. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,

Eric Dube
Casco Bay Engineering

cc. Mark Mueller