### DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK





**BUILDING PERMIT** 

**CITY OF PORTLAND** 

This is to certify that WITT-T LLC

Job ID: 2012-10-5237-CH OF USE

Located At 37 SILVER ST

CBL: 029- B-001-001

has permission to Change the use: Beauty Salon to Restaurant/Bar, interior fit up, new bathroom, bar, banquets, cold kitchen, walk in cooler in the basement, & exterior facade cover for the AC units 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

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 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.

Close In Elec/PImb/Frame prior to insulate or gyp

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 OCCUPIED.

- 4. New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes.
- 5. Approval of City license is subject to health inspections per the Food Code.
- 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.

#### Fire

## Read all conditions carefully. Certificate of occupancy shall NOT be issued prior to compliance with these conditions.

- 1. All construction shall comply with City Code Chapter 10. The occupancy and its egress shall comply with City Code Chapter 10 upon inspection.
- 2. Live entertainment will require installation of a supervised, automatic sprinkler system.
- 3. An opening between the bar and the kitchen wall with a minimum 32 inch clear width shall be provided.
- 4. All outstanding code violations shall be corrected prior to final inspection. See attached list.
- 5. Rear exit requirements:
  - a. All four doors at the top and bottom of the basement stair shall be verified 1-hour fire resistance rated at the final inspection and be self-closing.
  - b. The rear exit enclosure shall be completely empty and all holes and penetrations into it repaired. The laundry equipment, dryer duct, and dryer outlet shall be removed.
  - c. Normal lighting shall be maintained at all times the building is occupied. Emergency lights and exit signs shall be installed.
  - d. Rear exit doors from the first floor tenant space shall have panic hardware on them per the building code.
- 6. An emergency light and EXIT sign shall be installed at the front and rear exit from within the tenant space.
- 7. Locking arrangements on the basement and front egress doors shall comply with NFPA 101:7.2.1.5. Single releasing operation not more than 48 inches above the finish floor.
- 8. A supervised fire alarm system is required throughout the building and shall pass city acceptance testing before the certificate of occupancy is issued. A separate Fire Alarm Permit is required. This review does not include approval of fire alarm system design or installation. The fire alarm system shall comply with the City of Portland Fire Department Rules and Regulations. All fire alarm installation and servicing companies shall have a Certificate of Fitness from the Fire Department.
- 9. Fire Alarm system shall be maintained. If system is to be off line over 4 hours a fire watch shall be in place. Dispatch notification required 874-8576.
- 10. System acceptance and commissioning must be coordinated with master fire alarm company and the Fire Department. Call 874-8703 to schedule.
- 11. A Knox Box is required.
- 12. Fire extinguishers at the front and rear exit per NFPA 1. Each fire extinguisher shall have a current inspection tag on it.
- 13. 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.
- 14. Walls in structure are to be labeled according to fire resistance rating. IE; 1 hr. / 2 hr. / smoke proof.
- 15. A single source supplier should be used for all through penetrations.
- 16. Commercial cooking operations shall comply with NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2008 edition. Installation of Type I hood and exhaust systems and/or hood suppression systems require separate permits.

17. Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. Contact Michelle Sweeney at 874-8682 for further information.

### City of Portland, Maine - Building or Use Permit Application

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

Location of Construction:			029- B-001-001			
-38 (37) SILVER ST	Owner Name: WITT-T LLC	-	Owner Address: 378 LAKESIDE DI BOOTHBAY HAR	R		Phone:
Business Name: The North Point	Contractor Name: Noah Talmatch		Contractor Addr 35 Silver St., Portla			Phone: 646-701-1011
Lessee/Buyer's Name: Noah Talmatch	Phone:		Permit Type: BLDG - Building			Zone: <b>B-3</b>
Past Use: Hair Salon	Proposed Use: Restaurant & Bar – ch	hange of	Cost of Work: 25000.00		_	CEO District:
	use – tenant fit up – b banquet seating, back bars, new ADA bathro kitchen, walk in coole basement & exterior f cover over AC units	uild & front oom, cold er in	Fire Dept: Signature:		métricons	Inspection: Use Group: A-27 Type: 3B MUBEL'99 Signature:
Proposed Project Description change of use: Beauty Salon to Re			Pedestrian Abliv	vities District (P.A.D.)		61/13/12
Permit Taken By: GAyle				Zoning Approval		
<ol> <li>This permit application Applicant(s) from meeti Federal Rules.</li> <li>Building Permits do not septic or electrial work.</li> <li>Building permits are voi within six (6) months of False informatin may im permit and stop all work</li> </ol>	ng applicable State and include plumbing, id if work is not started the date of issuance. validate a building	Shorelan Wetland Flood Zo Subdivis Site Plan Maj	s one sion MinMM MinMM	Zoning Appeal Variance Miscellaneous Conditional Use Interpretation Approved Denied Date:	Not in Di Does not Requires Approved	l 1 w/Conditions

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 appication 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
		DATE	DUONE

B-3 hibn	2012 10 5837
General Bu	uilding Permit Application G &
within the City, payment arrange	I estate or personal property taxes or user charges on any property ements must be made before permits of any kind are accepted.
Location/Address of Construction: 35	SILVER SF. PORTLAND Q4101
Total Square Footage of Proposed Structure/A 1200 SF	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * <u>must</u> be owner, Lessee or Buyer* Telephone: Name AAA THE NORTH POENT LLC 646-701-LOU
29 B 001	Address 35 SILVER ST. City, State & Zip PURTLAND ME 04101
Lessee/DBA (If Applicable) "THE NORTH POINT" RECEIVED	Owner (if different from Applicant)       Cost Of         Name TOM WITT WIH THE       Cost Of         Address 378 LAKESTOF OR.       Cof O Fee: \$ 15.00
OCT 1 9 2012	City, State & Zip Burntsmy HARBIR ME. Total Fee: \$ 195
If vacant, what was the previous use?	LUN + BAR If yes, please name
10 5040	BANQUET SEATING ALONG ONE WALL ICK + FRONT BAR STRUCTURE.
Contractor's name: SELF Address: 35 SELVER J. 1	
	ME. 04101 Telephone: eady: NOALT TALMATCH 646-701-1011 Telephone:
Mailing address: 35 STUR	

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 <u>www.portlandmaine.gov</u>, 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 code applicable to this permit.

Date: Signature: 10 This is not a permit; you may not commence ANY work until the permit is issue

Prepared: 11/16/12, 10:37:12 Program: FP322L

FIRE PREVENTION

## Outstanding Violations

by Property Report

FIRE PREVENIIU					
				*********	
Property addres			roperty number		
Inspection		Inspector			
Seq.	violation class	Violation type	Reference	Target	Actual
	Location(s)			date	date
***************************************					*********
	PORTLAND ME 04101		66884-000-000		
ROUTINE IN	SPECTION 2/24/03		Platoon 3		
1	Electric Wiring	Open electrical junction box	NFPA70	4/29/03	0/00/00
	2nd floor office ceiling				
2	Electric Wiring	Exposed live electrical wires		4/29/03	0/00/00
	2nd floor office closet				
3	Electric Wiring	Defective electrical switch	NFPA70	4/29/03	0/00/00
	2nd floor hall outlet				
4	Fire Extinguishers	Fire extinguishers needs annual s	ser NFPA1	4/29/03	0/00/00
	throughout the entire building				
5	Assembly	Emergency lights not working	101-7,9.2.	4/29/03	0/00/00
	2nd floor landing				
6	Life Safety Requirements	Access to exit obstructed	5-1.9.1	4/29/03	0/00/00
	3rd floor front stairwell landing	termination and the second second			
7	Life Safety Requirements	Access to exit obstructed	5-1.9.1	4/29/03	0/00/00
	3rd floor hall leading to apartment				- / /
8	Electric Wiring	Open electrical junction box	NFPA70	4/29/03	0/00/00
•	5 open junction boxes in basement of				0/00/00
9	Electric Wiring	Exposed live electrical wires		4/29/03	0/00/00
10	basement of hair salon storage room	But dissection also act and dat	- 10 1 1		0/00/00
10	Life Safety Requirements	Exit direction sign not provided	5-10.1.1	4/29/03	0/00/00
	basement salon area Assembly	Additional engagement lights would	101-7.9.1	4/20/02	0/00/00
11	basement salon area	Additional emergency lights req'd	101-7.9.1	4/29/03	0/00/00
10		Ext and used for normanent wire	NEDA70	4/29/03	0/00/00
12	Electric Wiring basement landing lamp	Ext. cord used for permanent wire	NFPA70	4/23/03	0/00/00
10	Assembly	Emergency lights not working	101-7.9.2.	4/29/03	0/00/00
13	salon basement stairwell	Emergency rights not working	101-7.9.2.	4/23/03	0/00/00
14	Assembly	Exit signs illuminated	101-7.10.5	4/29/03	0/00/00
7.4	exit sign salon stairwell not workin	•	101-7.10.5	4/23/03	0/00/00
15	Fire Protection Equipment	Smoke detector needs repair	NFPA18-1.3	4/29/03	0/00/00
15	3 detectors in salon	Shoke delector needs repair	MFIAL0-1.5	4/23/03	0,00,00
16	Heating Equipment	boiler protection required		4/29/03	0/00/00
16	basement of salon	Source Proceeding reduited		1/2//02	0/00/00
17	Electric Wiring	Open electrical junction box	NFPA70	4/29/03	0/00/00
17	ceiling in coffee shop	open excertion junction box	112 2 21 / V	1/20/00	0/00/00
19	Life Safety Requirements	Access to exit obstructed	5-1.9.1	4/29/03	0/00/00
10	2nd floor rear exit	100000 ov unet obourated		-/ -/ -/	.,
	AND LIVE FORL OALD				

Violation Summary:

Open	Closed	Total
18	0	18

Page 1

Prepared: 11/16/12, 10:37:24 Program: FP322L

Page 1

Program: FP322	1L	by Property Report			
FIRE PREVENTION	5				
		s 등 성상 정상 등 날 알 같 또 두 다 크 프 프 프 프 프 프 프 프 프 프 프 프 프 프 프 프 프 프	***************************************		
Property addres	5	Property name	Property number		
Inspection	a type Date	Inspector			
Seq.	Violation class	Violation type	Reference	Target	Actual
	Location(s)			date	date
	*********				*********
	·				
0037 SILVER ST,	PORTLAND ME 04101		66884-000-001		
ROUTINE IN	SPECTION 12/07/09	JOHN BROOKS, Munjoy Hill Stati	on, Platoon 3		
1	BLECTRIC WIRING	EXT. CORD USED FOR PERMENANT	WIRING	1/08/10	0/00/00
	3RD FLOOR CORRIDOR FROM APT TO REF.				
2	FIRE DOORS	FIRE DOOR(S) BLOCKED OPEN		1/08/10	0/00/00
	THIRD FLOOR APT TO CORRIDOR				
3	LIFE SAFETY REQUIREMENTS	OBSTRUCTED EGRESS		1/08/10	0/00/00
	3RD FLOOR CORRIDOR				
Violation Summa	ry:				
0.000	(Ilonod: Total				

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• •

Closed Open Total

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0 3 3

SILVER ST. OOOR 44'. DOOR . < 16' 7"→ 37 STLVBR ST. UPSTACKS 8 MALK ST. 2000 35 STLUR ST. 1200'SF 1 55'→ 8- : 8 MTUK ST. DOOR DOOR 6 MILIK ST. -VPSTAGRS e-44'+

MELK ST.



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NOV 1 3 2012

Dept. of Building Inspections City of Portland Maine

To Whom It May Concern:

The North Point Bar & Restaurant will be a small, intimate place where the general public can gather together for delicious food, authentic, old fashioned cocktails, local beer & a wide selection of fine wines. The setting will be warm, inviting, with rustic wood & metal accents like a modern take on old farmhouse, country style.

The menu will be primarily select cuts of fine, aged cheese and meats, unique, cold & hot pressed sandwiches made with the finest ingredients, salads, pates and house made chocolate truffles.

The seating capacity will be approximately 57 • The operating hours will be from 12noon to 1am seven days a week.

Formally a hair salon, there will be construction of six new structures.

- 1. A Front Bar and counter top
- 2. A Back Bar and counter top with a built in 1'x 2' shelving unit attached to one side wall.
- 3. A main "U" shaped Banquet attached to one side wall and floor.
- 4. A "L" shaped Banquet attached to another side wall and floor
- 5. Two new, non structural/non weight bearing walls to enclose the cold kitchen area measuring 8'x 15' 7" and 8' x 77.5"
- 6. Two new non structural/non-weight bearing walls measuring 8' x 8' and 8' x 6' and a top enclosing, non weight bearing ceiling measuring 6' x 8 'for the a second, new bathroom which will be handicap accessible.

We will also have a contracted plumber install a new sink, toilet and safety bars including two new, electric hand dryers in both bathrooms.

Because it was formally a hair salon, the primary plumbing and electric are already in place, for the cold kitchen and bar area including:

- 1. 5 existing drains with venting
- 2. 5 hot and cold water hook ups which our contracted plumber will use to hook up our dishwashers and sinks. He also install "Island venting" for any sinks under the front bar area in addition to any new venting and drainage for the Ice machine, dishwasher and sinks in the cold kitchen area as legally required by building code.
- 3. Existing ceiling lighting fixtures, wall switches & 18 fully functional electrical outlets already in place throughout the entire space.

We intend on incorporating these existing fixtures in our Bar & Restaurant.

The list of equipment that we intend on hooking up to the existing plumbing and plugging into the existing electrical is as follows:

- 1. 2 Ice Bins
- 2. 1 triple well under bar sink
- 3. 1 three door under bar refrigerator
- 4. 1 low heat chemical treatment sanitizing dishwasher for glassware
- 5. 1 high heat sanitizing dishwasher for plates and utensils
- 6. 1 250lbs Ice Machine
- 7. Single door beer glass refrigerator.
- 8. 2 Small hand wash sinks (one in bar, one in cold kitchen)
- 9. Cold prep refrigerator for meat, cheese, salad and pate storage and all/any other food that requires refrigeration.
- 10. 1 Electric Panini Press
- 11. 1 1500watt microwave oven
- 12. 1 Toaster
- 13. One 8'x 6' x 6' 7" Walk-in refrigerator for beer keg storage, installed in basement area directly under upstairs back bar area.
- 14. Electric meat & cheese slicer
- 15. One metal prep table
- 16. 3 Steel shelves and 1 metal storage unit
- 17. One bar sink glass pre-dishwasher cleaner
- 18. One food processor
- 19. One juicer
- 20. One pre rinse unit for kitchen sink

The Bar structures will be made with pine framing, finished plywood, finished ash wood planking and antiqued lag bolts for aesthetics finishing and design. All framing for both the front and back bar will be mounted directly into the walls and floor with lag bolts & "L" brackets.

The front bar top/counter will be made of poured, dyed and polished concrete. There will be a wooden mold built into the top of the bar with a wire mesh grid attached by mounted brackets inside to accommodate the concrete which will insure structure integrity and sturdiness.

All the Banquets will be constructed from pine framing, finished plywood and ash wood planking with antiqued lag bolts for aesthetic finishing. The Banquets shall be installed as permanent fixtures by mounting all framing directly into the walls and floors with "L" brackets and lag bolts.

The outside Awning, will be constructed with <sup>1</sup>/<sub>2</sub>" finished plywood and pine molding. It will be mounted directly to the existing AC metal support shelf by drilling 6 <sup>1</sup>/<sub>4</sub> inch holes along the bottom lip and using <sup>1</sup>/<sub>4</sub> inch lag bolts with nuts to secure the inside front bottom framing to it.

The Awning will also be secured directly into the top rear granite face of the building by first bolting a metal brace along the top with  $4\frac{1}{2}$  inch lag bolts. Then we intend on attaching  $4\frac{1}{2}$  inch lag bolts and nuts to the inner, top rear awning framing. There will be a Rusted metal sign with laser cut out letters that read "The North Point" attached along the front face of the awning.

The metal sign will be constructed from  $\frac{1}{4}$  inch metal and will be 33" H x 42" W. It will be attached to the awning by using 4  $\frac{1}{2}$  inch welded lag bolts on each corner of the back of the sign. There will be 4  $\frac{1}{2}$  inch matching holes drilled into the front of the wooden awning and it will be secured by nuts from behind.

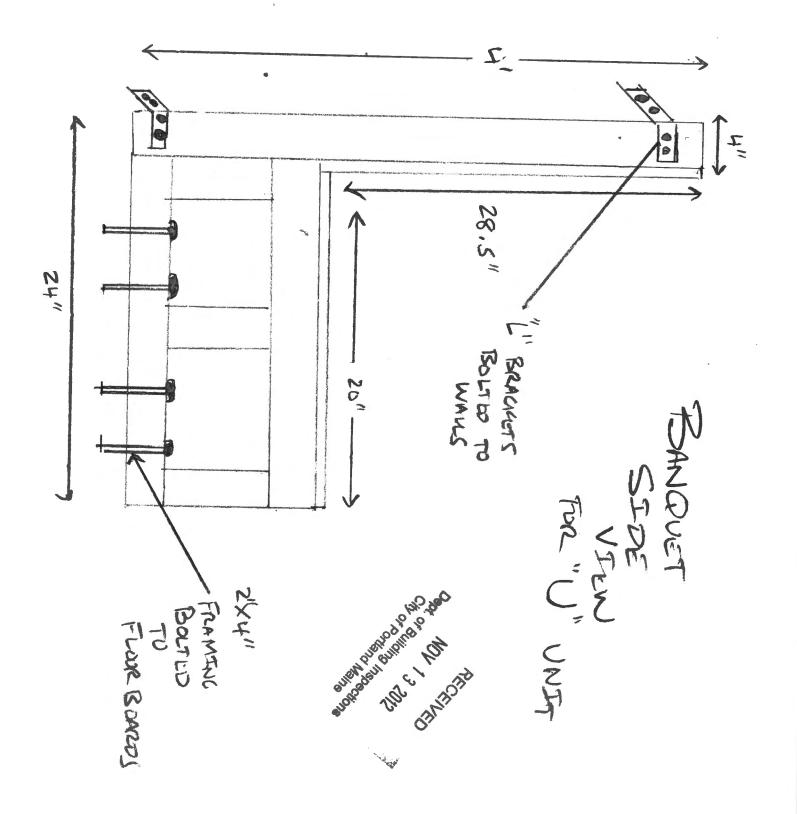
The existing ceramic tile floor will be repaired, restored, sanded, stained and polished.

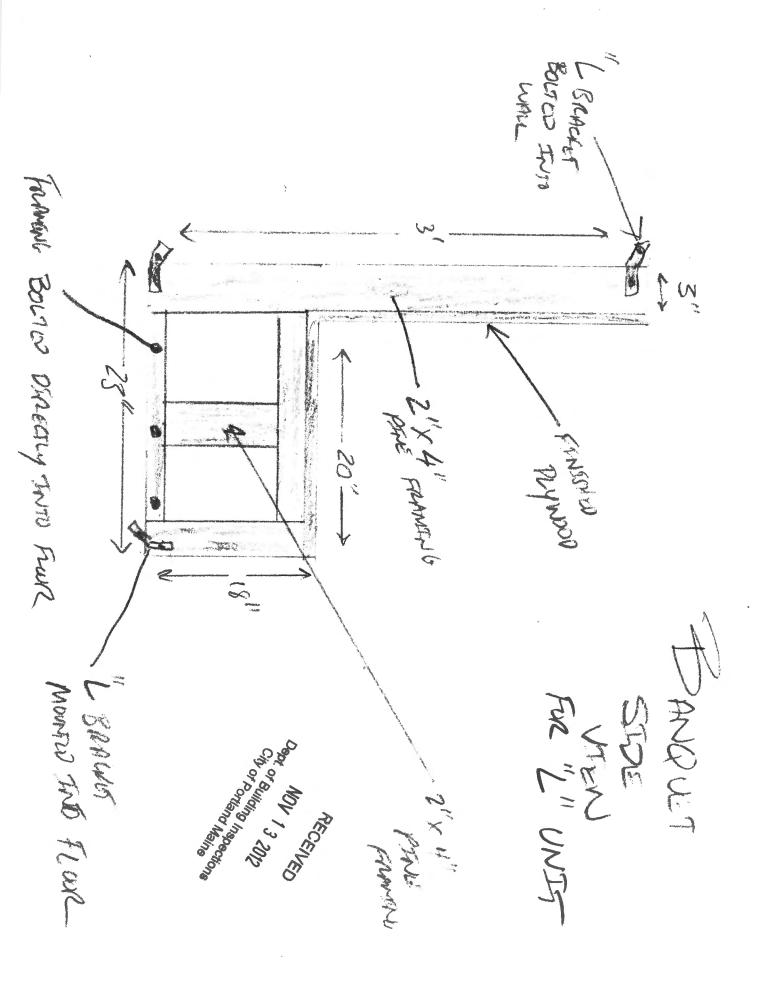
We will also be installing three emergency push bars on all rear, fire rated, emergency doors in the back area of space along with emergency exit signs with lights and strobes. All three doors will be fitted with self closing fixtures.

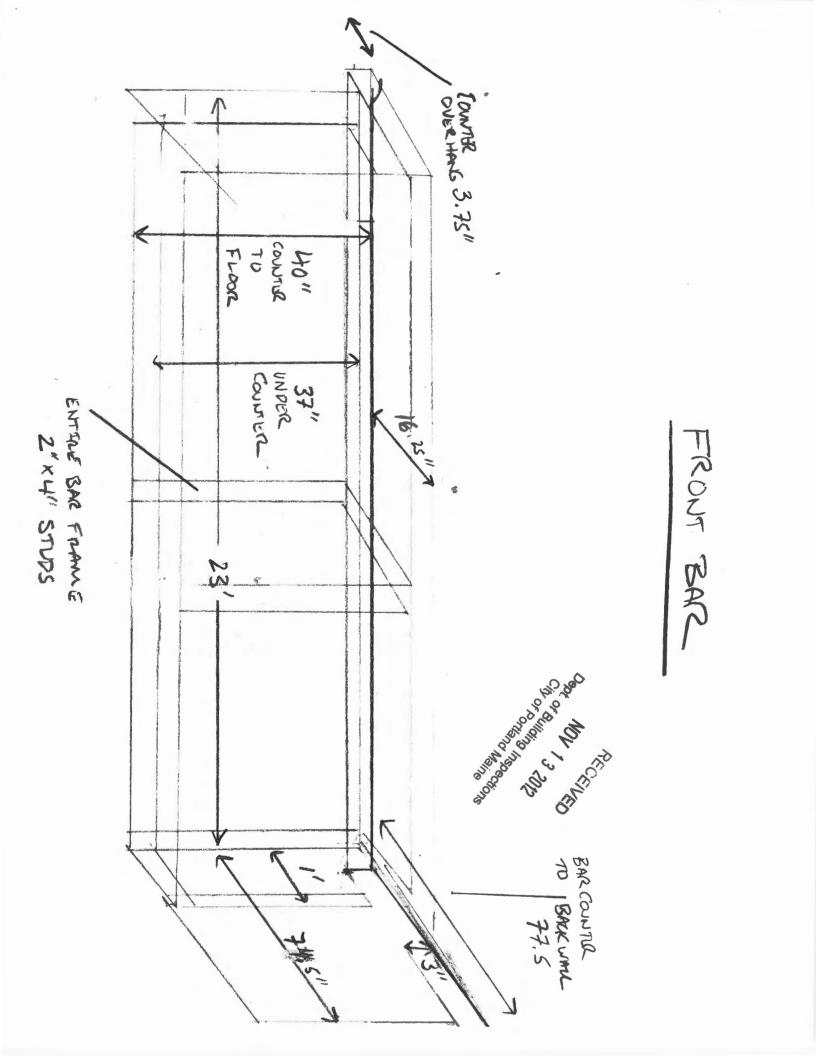
The rear emergency exit walls and flooring shall be repaired and restored and any and all encumbrances removed from the path of egress. Within the rear basement area, the existing fire wall shall be repaired with fire rated sheetrock and extended up to the floor boards.

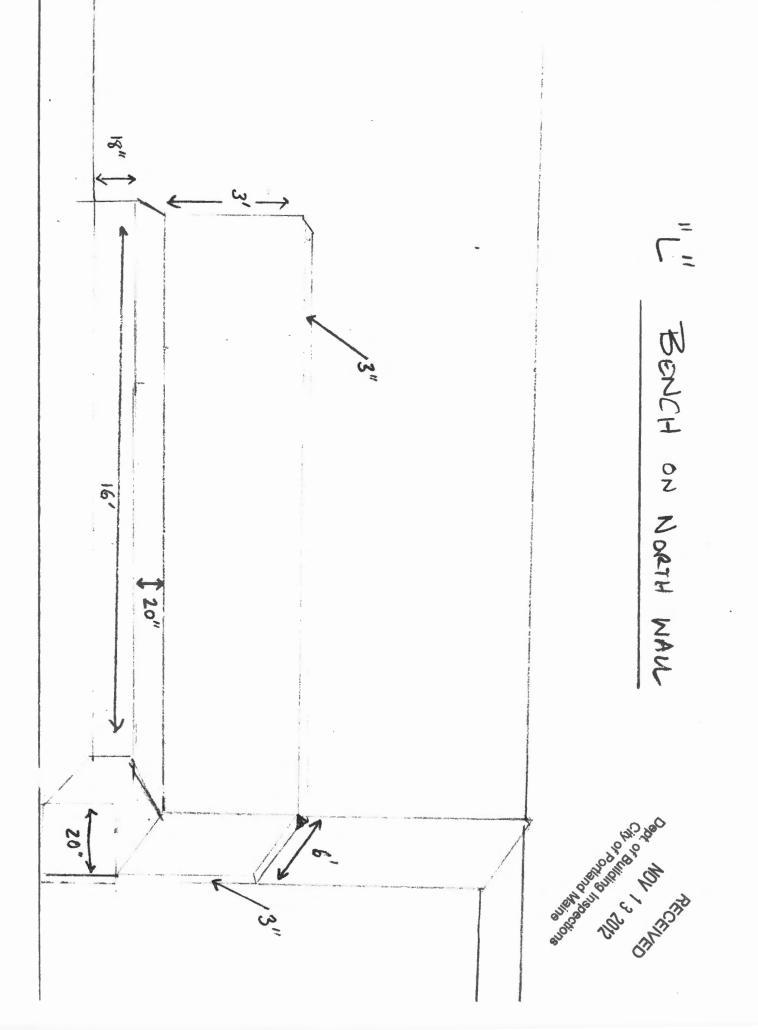
An exposed 7" of plumbing line located at the base of the basement stairs will be boxed out with 2" x 4" framing and covered with sheetrock. And any other holes or cracks within floors, walls or ceiling shall be filled and repaired throughout the entire space.

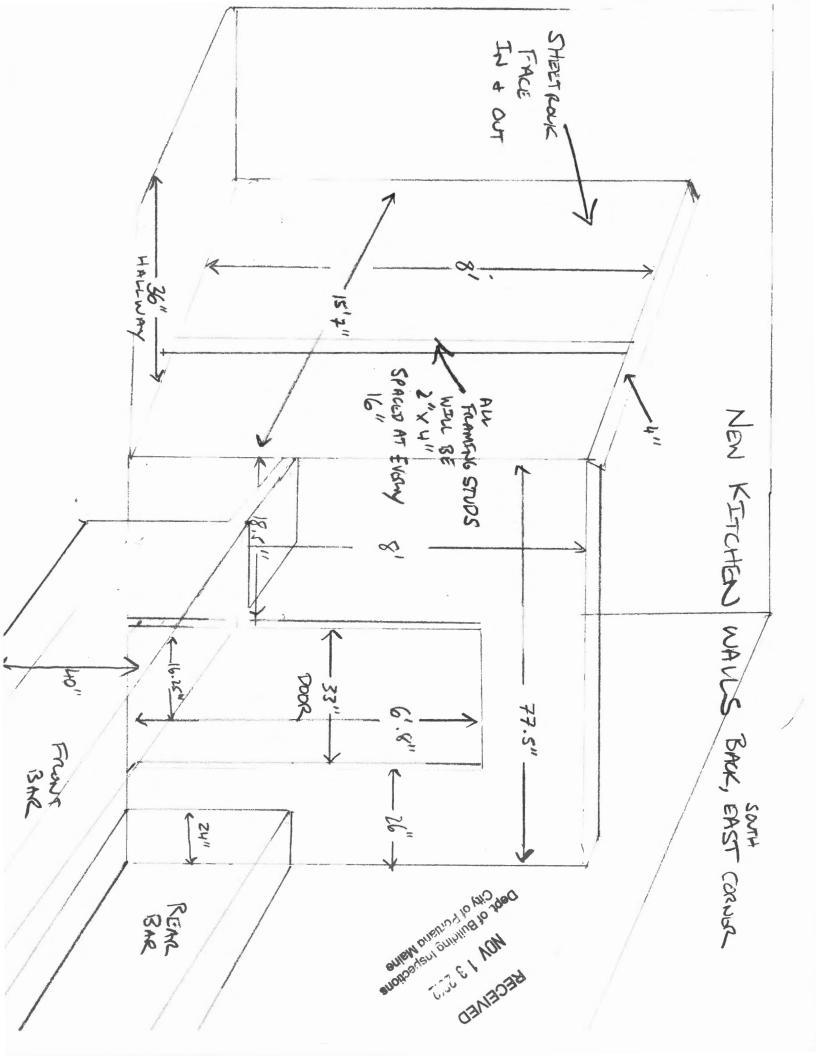
The basement door that leads out to Silver St. will have the lock and door handle moved down to 40" as required by building code.

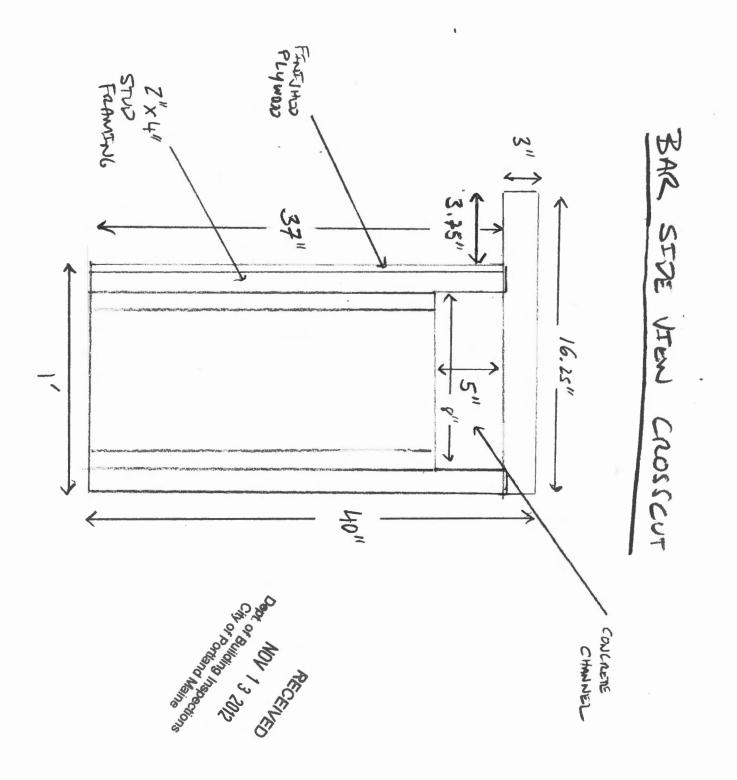




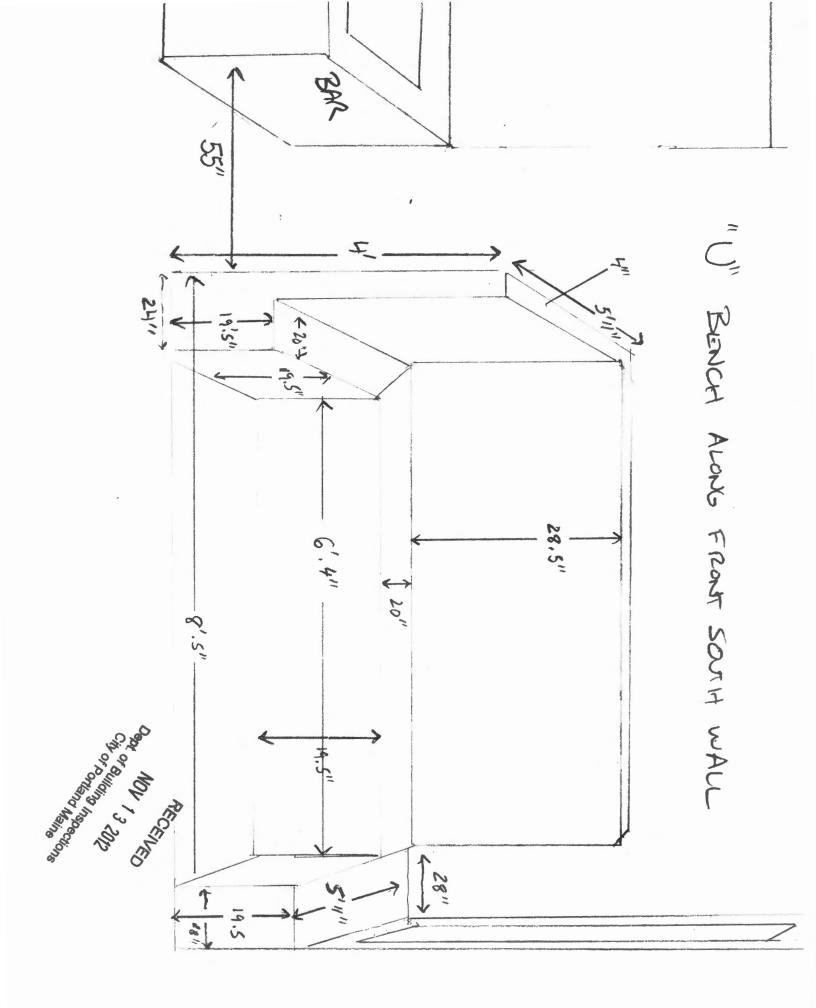


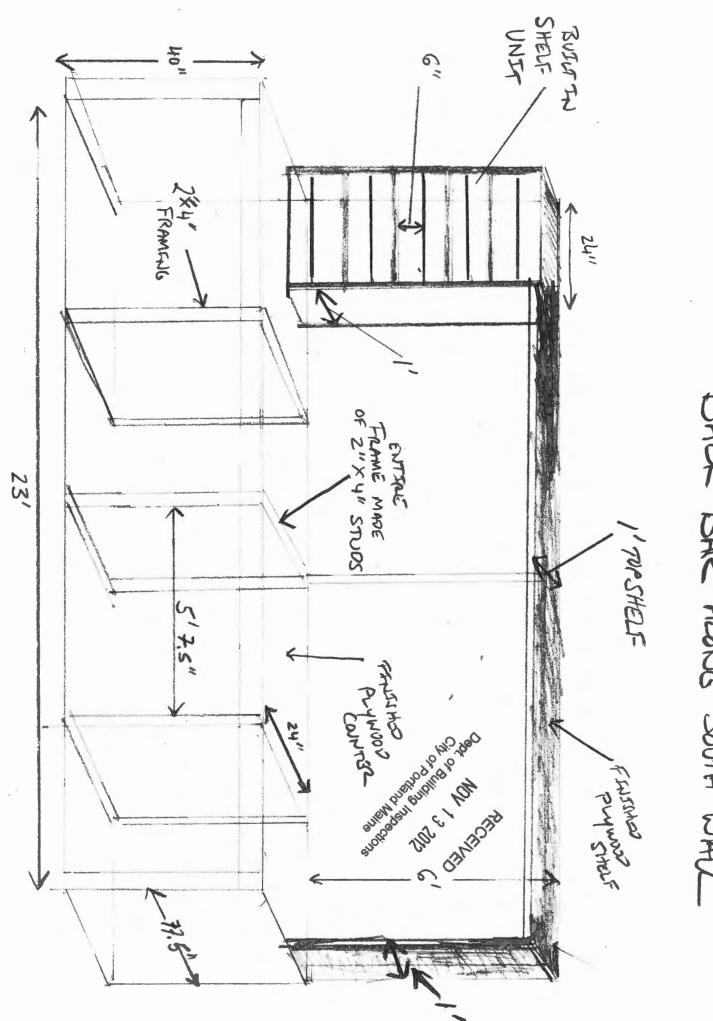




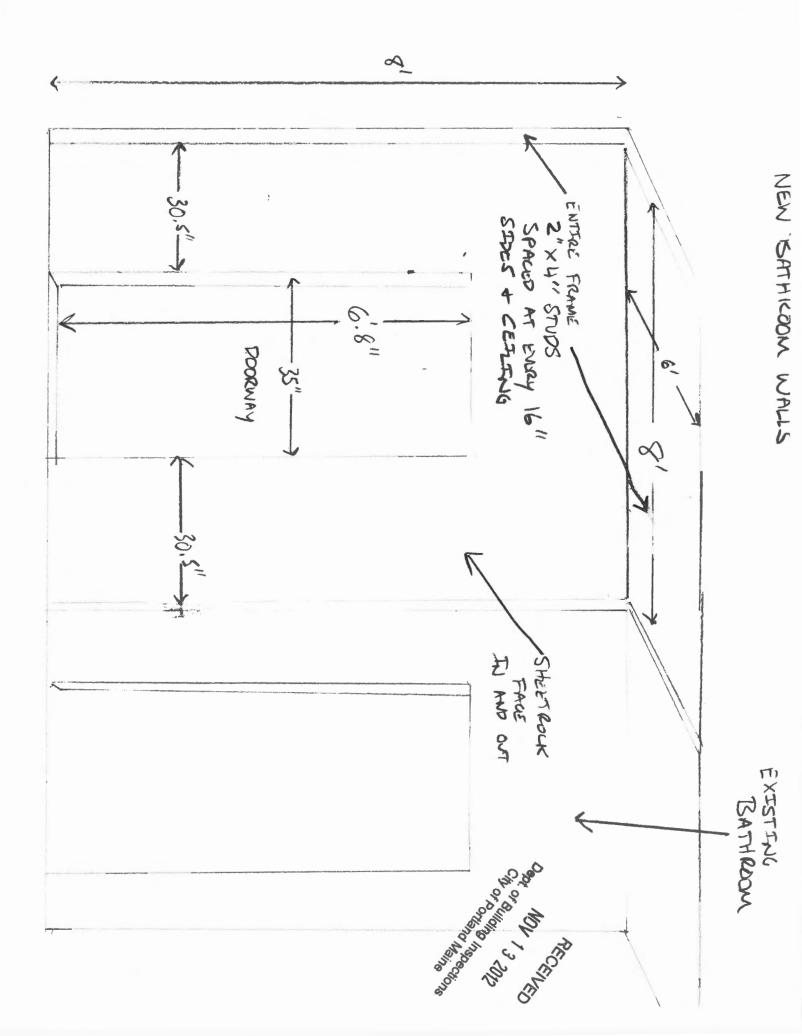


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BACK BAR ALUNG SOUTH WALL



# Quote



www.independent-restaurantsupply.com

RECEIVED

NOV 1 3 2012 Dept. of Building Inspections City of Portland Maine

10/26/2012

٦	Го:	Project:	From:	
	North Poir Noa	nt Noa Walk In		Bornstein verside St ME 04803
ltem	Qty	Description	Sell Each	Sell Total
1	1	ea WALK IN, MODULAR, BOX ONLY	5,315.30	5,315.30
		Nor-Lake Model No. 7X8X6-7 Fast-Trak™ Indoor Walk-In, 7' x 8' x 6'-7" H, with out floor with NSI sealers, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle, stocked for 5-day shipm		
	1	ea Fifteen year original equipment panel warranty		
	1	ea NAWD75RL4-Q Fast-Trak™ Indoor Remote Refrigeration System, 3/4 hp welded hermetic condensing unit, low profile ceiling mounte R-404A refrigerant, quick-connect fittings, 115-208-230v/60/1, 10 of shipment	d coil,	2,396.60
	1	ea 18 Month Labor/Service and original equipment parts warranty		
	1	ea 5 Yr compressor warranty (net)	97.75	<optional></optional>
	1	ea Pre-charged line set, 15' add Q-15 to model number (R-404A)	319.30	<optional></optional>
	1	ea 18 Month Labor/Service and original parts warranty		
	1	ea Door hinged on right, specify door location with sketch		
	1	ea Door size 30" x 78"		
	1	ea 123111 Exterior Kick Plate, 30" wide x 30" high, stainless steel, ins for Fast-Trak™ walk-in	stalled, 106.60	106.60
	1	ea 123112 Interior Kick Plate, 30" wide x 30" high, stainless steel, inst for Fast-Trak™ walk-in	alled, 124.20	124.20
		F	reight: 443.97	443.97
		Extended Total for Item No. 1: \$8,386	5.67	
2	1	ea LABOR	500.00	500.00
		Custom Model No. ASSEMBLY		
		Assembly of walk-in. Does NOT include installation.		
		Extended Total for Item No. 2: \$500.0	0	

	Merchandise Sales Tax (5%)	8,886.67 444.33
	Total	9,331.00
Acceptance:	Date:	

Printed Name:

2 E

## Quote

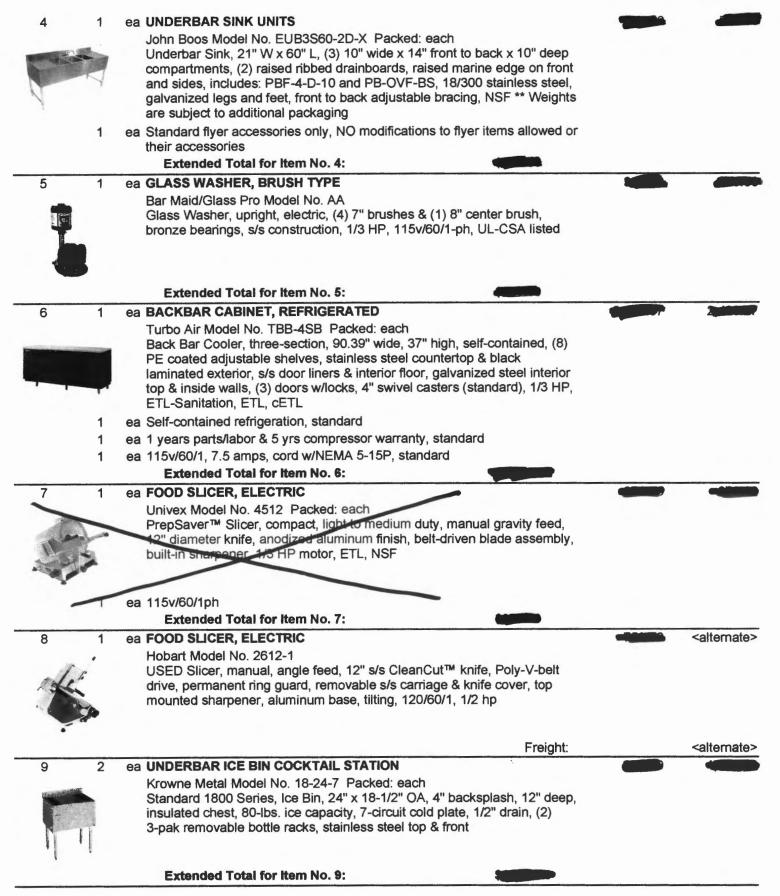


www.independent-restaurantsupply.com

RECEIVED NOV 1 3 2012 Dept. of Building Inspections City of Portland Maine 1

11/9/2012

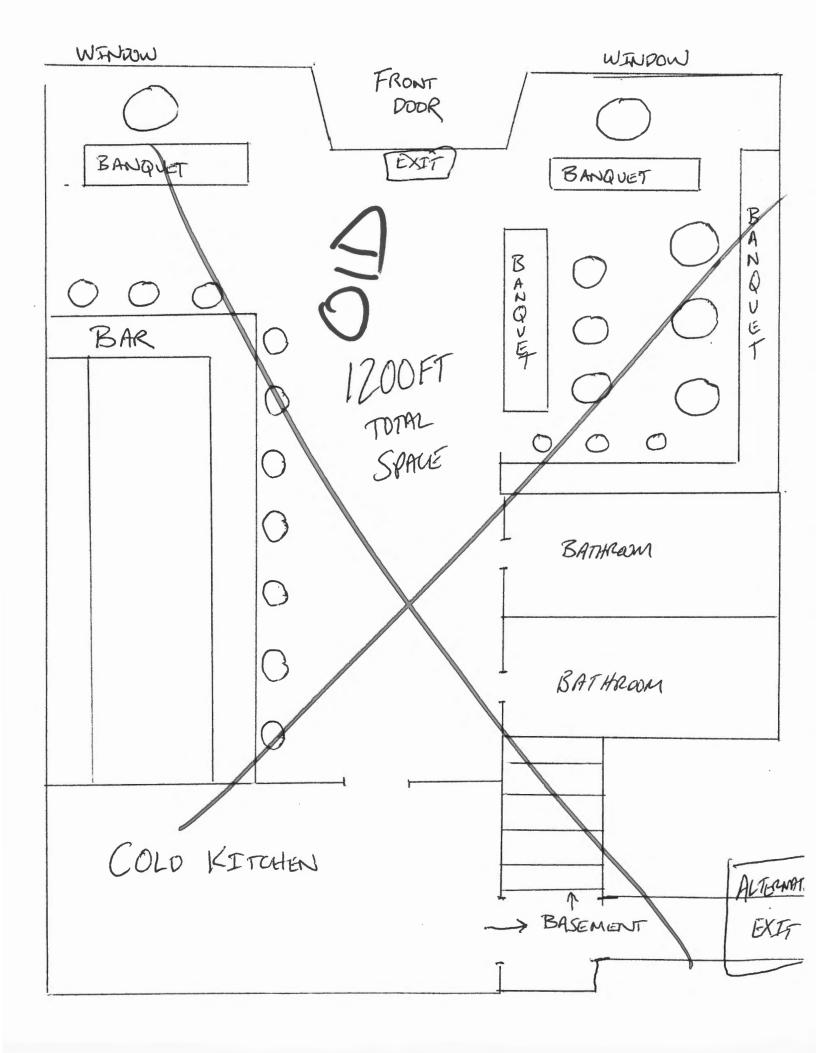
To:		Project:	From:	
Noah 35 Spring	North Point LLC St ME 04101	North Point	Independent Restaurant Supply Dan Bornstein 736 Riverside St Portland, ME 04803 Phone: (207) 221-8900	
ltem Qty		Description	Sell Each Sell Total	
1 1	Dishwasher, und heater, 30 racks/ removable upper	JNDERCOUNTER nes Model No. UC50E Packed: each ercounter, high temp. sanitizing with built hour, 13-3/4 door' door opening, pumper & lower wash & rinse arms for easy clear n system, stainless steel construction, ET	d drain, aning, triple	
1		tolerance tested, std. al for Item No. 1:		
2 1	Dishwasher, und heater, 30 racks/ removable upper	INDERCOUNTER nes Model No. UC50E Packed: each ercounter, high temp. sanitizing with built hour, 13-3/4 door' door opening, pumper & lower wash & rinse arms for easy clear n system, stainless steel construction, ET	d drain, aning, triple	
1		tolerance tested, std. al for item No. 2:		
3 1	Hoshizaki Model Ice Maker With B approximately 20 crescent style cu	H BIN, CUBE-STYLE No. KM-201BAH Packed: each Bin, Cube-Style, air-cooled, self-contained 01-Ib capacity/24-hours, built-in 80 lbs. icc be, front opening bin, stainless steel exter compliant, 115v/60/1-ph, 6.1 amps, ENER	e storage, erior, ice bin	
1 1	ea 5-Year parts & la	bor on entire machine bor on evaporator <b>al for Item No. 3:</b>		



	1	ea Standard flyer accessories only, NO modifications to flyer items allowed or	
	'	their accessories	
		Extended Total for Item No. 27:	
28	1	ea FAUCET, SERVICE SINK	
		Krowne Metal Model No. 16-127 Packed: each	
A	0	Krowne Royal Series Service Faucet, Splash-Mounted, 8" Centers, 6-1/2"	
		Long Heavy Cast Spout w/Bail Hook and Hose Thread, Bracket Can	
2 1 1	87	Mount Above Or Below, Vacuum Breaker, Rough Brass, NSF, CSA (Best)	
	6		
	4	an 1 year parts & labor warranty atd	
	1	ea 1 year parts & labor warranty, std. Extended Total for Item No. 28:	
	-		
29	1	ea BACKBAR COOLER, FRONT BREATHING	
-	4	Continental Refrigerator Model No. BBC24-GD Backbar Cooler, 24" wide, 38-1/2" high, stainless steel top, (1) glass doors	
THE WORKS		with locks, black vinyl exterior, galvanized interior with reinforced stainless	
TRANS IN		steel floor, epoxy coated steel shelves, condensate evaporator,	
100	F	self-contained refrigeration, 1/5 hp, 5.8 amps	
	1	ea 115v/60/1, 10' cord & plug, standard	
	1	ea Standard warranty: 1 year parts and labor; 5 year compressor	
		Extended Total for Item No. 29:	
30	1	ea SANDWICH GRILL TOASTER	
		Wanng Model No. WFG300 Packed: each	
$\overline{D}$		Tostato Ottimo™ Dual Toasting Grill, electric, double, 17" x 9-1/4" cooking	
9	-	surface, hinged auto-balancing top plate w/heat resistant handles, flat cast	
ALC: North Contraction		iron plates, adjustable thermostats 570°F (300°C), indicator lights, brushed s/s body & removable drip tray, 240V, 13amps, UL, NSF	
	1	ea Standard 1-year limited warranty	
		Extended Total for Item No. 30:	
31	2	ea SANDWICH GRILL TOASTER	 <alternate></alternate>
=	*		- and that of
100		Vollrath Model No. 40791 Packed: each	anomator
		Cayes e Sandwich Press, electric, single, 13" x 14" fixed cast aluminum	anomator
The second	2	Cayes e Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gnit, adjustable hinged upper gnil with flat plate, thermostatic	
A		Cayes, e Sandwich Press, electric, single, 13" x 14" fixed cast aluminum field over gnil, adjustable hinged upper gnil with flat plate, thermostatic control, stainless sheet housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model#	
2		Cayes e Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gnit, adjustable hinged upper gnil with flat plate, thermostatic	
1		Cayen, e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009	
	2	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight:	<alternate></alternate>
32	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight:	
32	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robet Coupe Model No. R2N	
32	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robert Coupe Model No. R2N Commencial Food Processor, 3 gt. grav ABC bowl w/handle,	
32	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless sheel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Rober Coupe Model No. R2N Commencial Food Processor, 3 qt. grav ABC bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 505" (2mm) grating disc and 27566 5/32" (4mm) slicing	
32	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009  Freight: ea FOOD PROCESSOR, ELECTRIC Rober Coupe Model No. R2N Commential Food Processor, 3 qt. grav ADC bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 505 (20m) grating disc and 27566 5/32" (4mm) slicing disc, continuous freed, bown ttachment designed for vertical cutting and	
32 32	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robert Coupe Model No. R2N Commencial Food Processor, 3 qt. grav APC bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50–50 cmm) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown ttachment designed for vertical cutting and mixing, on/of. & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7	
32	Ð	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009  Freight: ea FOOD PROCESSOR, ELECTRIC Robot Coupe Model No. R2N Commencial Food Processor, 3 qt. grav ADS bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50-" (2010) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown trachment designed for vertical cutting and mixing, on/on & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps, THP, ETL electrical and sanitation, cETL	
32	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless shoel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robet Coupe Model No. R2N Commencial Food Processor, 3 qt. grav ABC bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50-1 (20m) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown ttachment designed for vertical cutting and mixing, on/on & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps THP, ETL electrical and sanitation, cETL ea 1-Year parts & labor warranty	
	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni adjustable hinged upper grill with flat plate, thermostatic control, stainless sheel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robert Coupe Model No. R2N Commencial Food Processor, 3 qt. grav APE bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50-5 (2nm) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown ttachment designed for vertical cutting and mixing, on/or & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps of PP, ETL electrical and sanitation cETL ea 1. Year parts & labor warranty Extended Total for Item No. 32:	<alternate></alternate>
32 32 32 33	Ð	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni adjustable hinged upper grill with flat plate, thermostatic control, stainless sheel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robot Coupe Model No. R2N Commencial Food Processor, 3 qt. grav APS bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50-" (2011) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown trachment designed for vertical cutting and mixing, on/on & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps, THP, ETL electrical and sanitation, cETL ea 1-Year parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC	
	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robet Coupe Model No. R2N Commencial Food Processor, 3 qt. grav ADS bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50-" (2011) grating disc and 27566 5/32" (4mm) slicing disc, continuous freed, bowl ettachment designed for vertical cutting and mixing, on/on & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps THP, ETL electrical and sanitation cETL ea 1-Year parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each	<alternate></alternate>
	1	Cayence® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gui adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009  Freight: ea FOOD PROCESSOR, ELECTRIC Robel Coupe Model No. R2N Commencial Food Processor, 3 qt. gray ADE bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 504 (2 mm) grating disc and 27566 5/32" (4mm) slicing disc, continuous freed, bown utachment designed for vertical cutting and mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps, HP, ETL electrical and sanitation, cETL ea 1-Year parts & labor warranty Extended Total for Item No. 32:  ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each Food Processor, 2.5 qt., vertical chute feed design, LiquiLock™ Seal	<alternate></alternate>
	1	Cayen e® Sandwich Press, electric, single, 13" x 14" fixed cast aluminum far fower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless sheel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robot Coupe Model No. R2N Commendal Food Processor, 3 qt. grav APS bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 505 (2nm) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown trachment designed for vertical cutting and mixing, on/or & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps HP, ETL electrical and sanitation. cETL ea 1.Year parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each Food Processor, 2.5 qt., vertical chute feed design, LiquiLock™ Seal System, holds liquids in the bowl and locks S blade in the bowl while	<alternate></alternate>
	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robot Coupe Model No. R2N Commencial Food Processor, 3 qt. grav APE bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 505 (20m) grating disc and 27566 5/32" (4mm) slicing disc, continuous need, bown trachment designed for vertical cutting and mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps HP, ETL electrical and sanitation cETL ea 1.¥ear parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each Food Processor, 2.5 qt., vertical chute feed design, LiquiLock™ Seal System, holds liquids in the bowl and locks S blade in the bowl while pouring, sealed LiquiLock™ polycarbonate batch bowl, includes: WFP11S1 serrated sealed S-Blade, WFP118 5/32" slicing disc, WFP115	<alternate></alternate>
	1	Cayen of Sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gnit adjustable hinged upper grill with flat plate, thermostatic control, stainless sheel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robet Coupe Model No. R2N Commenial Food Processor, 3 qt. grav APG bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 50 1 (2 m) grating disc and 27566 5/32" (4mm) slicing disc, continuous feed, bown trachment designed for vertical cutting and mixing, on/or & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps HP, ETL electrical and sanitation cETL ea 1.¥ear parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each Food Processor, 2.5 qt., vertical chute feed design, LiquiLock™ Seal System, holds liquids in the bowl and locks S blade in the bowl while pouring, sealed LiquiLock™ polycarbonate batch bowl, includes: WFP11S1 serrated sealed S-Blade, WFP118 5/32" slicing disc, WFP115 5/32" shredding disc, WFP113 5/64" grating disc, WFP11S7 detachable	<alternate></alternate>
	1	Cayen e® sandwich Press, electric, single, 13" x 14" fixed cast aluminum flat lower gni, adjustable hinged upper grill with flat plate, thermostatic control, stainless steel housing, 1.8 kw, 110v/60/1-ph, ETL, NSF, model# TSA7009 Freight: ea FOOD PROCESSOR, ELECTRIC Robot Coupe Model No. R2N Commencial Food Processor, 3 qt. grav APE bowl w/handle, kidney-shaped opening, vegetable prep attachment with external ejection, "S" blade, 27577 505 (20m) grating disc and 27566 5/32" (4mm) slicing disc, continuous need, bown trachment designed for vertical cutting and mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-hp, 7 amps HP, ETL electrical and sanitation cETL ea 1.¥ear parts & labor warranty Extended Total for Item No. 32: ea FOOD PROCESSOR, ELECTRIC Waring Model No. WFP11S Packed: each Food Processor, 2.5 qt., vertical chute feed design, LiquiLock™ Seal System, holds liquids in the bowl and locks S blade in the bowl while pouring, sealed LiquiLock™ polycarbonate batch bowl, includes: WFP11S1 serrated sealed S-Blade, WFP118 5/32" slicing disc, WFP115	<alternate></alternate>

		11/9/2012
10 1	ea CITRUS JUICER, ELECTRIC	
	Waring Model No. JC4000 Packed: each	
	Juicer, electric, citrus reamer, universal reamer, heavy duty direct drive	
	motor with polycarbonate housing, stainless steel juice collector with large spout, detachable dome, 1800 RPM, 120V, 60Hz, UL	
Che IV	spoul, detachable dome, 1800 NPM, 120V, 30Hz, 0L	
1	ea Standard 1-year limited warranty	
	Extended Total for Item No. 10:	
11 1	ea CITRUS JUICER, ELECTRIC	<pre><alternate></alternate></pre>
	Waring Model No. BJ120C Packed: each	
1.	Bar Juicer, electric, chaus, compact, with ale-cast base, w/lift-off	
	bowl/reamer and 1 liter serving container, UL listed	
1	ea Standard 1-year limited warranty	<alternate></alternate>
1	ea 120v, 60Hz, std.	<alternate></alternate>
	Freight:	<alternate></alternate>
12	Spare No.	Spare
13	Spare No.	Spare
14	Spare No.	Spare
15	Spare No.	Spare
16 1	ea WORK TABLE, 72", STAINLESS STEEL TOP	
	Johnson-Rose Model No. 83072 Packed: each	
	Work Table, 72"W x 30"D, galvanized undershelf, legs and leg socket, 18	
	gauge top, plastic adjustable bullet feet, #430 stainless steel (#4 finish) , NSF	
	1131	
1		
	Extended Total for Item No. 16: \$160.60	
17 1	ea SHELVING UNIT, WIRE	
HH	Johnson-Rose Model No. 224607 Packed: each	
T THE REAL PROPERTY AND A DESCRIPTION OF THE READ A DESCRIPTION OF THE REAL PROPERTY AND A DESCR	Shelving Unit, (4) 24" x 60" shelves, (4) 72" posts, Jade epoxy finish, NSF	
We provide the provide the pro-		
* ************************************		
1 1		
	Extended Total for Item No. 17:	
18	Spare No.	Spare
19	Spare No.	Spare
20	Spare No.	Spare
21 1	ea REFRIGERATED COUNTER, SANDWICH TOP	
	Turbo Air Model No. JST-72 Packed: each	
	J Series Sandwich/Salad Unit-side mount, three section, 18 cu. ft., (3) s/s swing door w/recessed handle, s/s top, front & sides, s/s interior floor w/	
E	AL side panels & door liner, (3) PE coated wire shelf, (18) 1/6 size pan	
	capacity (4" deep condiment pans included), cutting board side rail, 9-1/2"	
	deep- 1/2" thick cutting board included, cold air compartment, 4" dia.	
	swivel casters, front breathing, self-contained, 1/4 HP, 4.8 amps, ETL,	
	cETL, ETL-Sanitation, NEMA 5-15P	
1	ea 1 year parts/labor & 5 yrs compressor warranty, standard	
1	ea 115v/60/1, standard	
	Extended Total for Item No. 21:	

		11/9/2012
22 1	ea BEFRIGERATED COUNTER, SANDWICH TOP	<aitemate></aitemate>
22 1	Turbo Air Model No. JST-60 Packed: each	<areinale></areinale>
	J Series Sandwich/Salad Unit-side mount, two section, 15 cu. ft., (2) s/s	
	swing doors w/recessed handles, s/s top, front & sides, s/s interior floor w/	
	AL side panels & door liner, (2) PE coated wire shelf, (14) 1/6 size pan	
- 1	capacity (4" deep containent pans included), cutting board side rail, 9-1/2"	
	deep- 1/2" thick cutting board included, cold air compartment, 4" dia.	
	swivel casters, front breathing, self-contained, 1/4 HP, 4.8 amps, ETL, cETL, ETL-Sanitation, NEMA 5-15P	
1	ea 1 year parts/labor & 5 yrs compressor warranty, standard	<alternate></alternate>
1	ea 115v/60/1, standard	<alternate></alternate>
	Freight:	<alternate></alternate>
23 2	ea HAND SINK	
	Royal Industries Model No. ROY HS 12 SP Packed: each	
	Hand Sink, 9" x 9" x 5" deep bowl, with side splash	
	Extended Total for Item No. 23:	
24 1	ea SINK, (3) THREE COMPARTMENT	
24	John Boos Model No. E3S8-18-12L18-X Packed: each	
	Sink, (3) 18" wide x 18" front-to-back x 12" deep compartments, (1) 18" left	
	drainboard, 10" high boxed backsplash with 2" return to wall at 45° & 1" tile	
and the second se	edge, corners coved at 3/4" radius, bottom of bowl drain to 3-1/2" dia. die	
	stamped opening,(1) set faucet holes, 18/300 s/s, 1-5/8" OD galvanized legs and gussets, adjustable plastic bullet feet, NSF	
4	ea Standard flyer accessories only, NO modifications to flyer items allowed or	
1	their accessories	
	Extended Total for Item No. 24:	
25 1	ea SINK, (2) TWO COMPARTMENT	<alternate></alternate>
	John Boos Model No. E2S8-18-12L18-X Packed: each	•
	Sink, (2) 18" wide x 18" front-to-back x 12" deep compartments, (1) 18" left	
in material and	drainboard, 19" high boxed backsplash with 2" return at 45° & 1" tile edge,	
	corners coved at 3/4" radius, bottom of bowls drain to 3-1/2" dia. die stamped opening, (1) set fascet holes, 18/300 s/s, 1-5/8" OD galvanized	
. 1	legs and gussets, adjustable plastic bullet feet, NSF	
1	ea Standard flyer accessories only, NO modifications to flyer items allowed or	<alternate></alternate>
·	their accessories	
	Freight:	<alternate></alternate>
26 1	ea PRE-RINSE UNIT	
0	Krowne Metal Model No. 17-109W Packed: each	
	Krowne Royal Series Pre-Rinse Assembly w/Wall Bracket, Wall-Mounted, 8" Centers, Add-On Faucet w/12" Spout	
	o Centers, Aud-On Paucet w/12 Spour	
E.L.		
1	ea 1 year parts & labor warranty, std.	
	Extended Total for Item No. 26:	
27 1	ea MOP SINK	
P	John Boos Model No. EMS-2016-12-X Packed: each	
	Mop Sink, fløor mounted, 24-5/8" L-R, 19-1/8" F-B, 12" high water level, 2" heavy duty free flow drain, stainless steel construction	
1 . A.	The average in the start of the start is the	



#### MAINE COMMERCIAL ASSOCIATION OF REALTORS® COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

- 1. PARTIES WITT-T, LLC, a Maine limited liability company with a mailing address of 378 Lakeside Drive, Boothbay Harbor, ME 04538 ("LANDLORD"), hereby leases to The AAA The North Point LLC, a Maine limited liability company with a mailing address of 35 Silver Street, Portland, ME 04101, ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
- 2. PREMISES The premises are deemed to contain 1,200+/- square feet of first floor space, plus 1,200+/- sf of basement space, plus an additional 80 square feet of basement space located directly beneath a portion of the first floor space for which TENANT will install a walk-in refrigerator and keg system related to its restaurant/bar business (collectively the "Premises"). The Premises are located at 35 Silver Street, Portland, ME 04101, and include the right to use, in common with others, the entrances, doorways, hallways, stairways and elevators necessary for access to said Premises and lavatories nearest thereto. The Premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
- 3. TERM The term of this lease shall be for twenty (20) years, unless sooner terminated as herein provided, commencing the sooner of January 1, 2013 or upon the opening (to the general public) of Tenant's business (the "Commencement Date"), and ending on December 31, 2032. Notwithstanding the Commencement Date, TENANT shall have possession of the Premises upon the execution of this lease by LANDLORD and TENANT.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

	5	
Lease Year(s)	Annual Base Rent	Monthly Rent
1	<u>\$27,600.00</u>	\$2,300.00
2	<u>\$28,152.00</u>	\$2,346.00
3	<u>\$28,715.04</u>	\$2,392.92
4	\$29,289.24	\$2,440.77
5	<u>\$29,874.96</u>	\$2,489.58
6	\$30,472.44	\$2,539.37
7	<u>\$31,081.80</u>	\$2,590.15
8	\$31,703.40	\$2,641.85
9	\$32,337.36	\$2,694.78
10	\$32,984.04	\$2,748.67
<u>11</u>	<u>\$33,643.68</u>	\$2,803.64
12	<u>\$34,316.52</u>	\$2,859.71
13	\$35,002.80	<u>\$2,916.90</u>
14	\$35,702.76	\$2,975.23
15	\$36,416.76	\$3,034.73
16	<u>\$37,145.04</u>	\$3,095.42
<u>17</u>	\$37,887.84	\$3,157.32
18	\$38,645.52	\$3,220.46
<u>19</u>	<u>\$39,418.32</u>	\$3,284.86
20	\$40,206.60	\$3,350.55

The base rent is payable in advance in equal monthly installments on the first day of each month during the term, with rent to be prorated for portions of a calendar month at the beginning or end of said term. All payments of rent or additional rent (as defined below) are to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, with the following being now so designated: 378 Lakeside Drive, Boothbay Harbor, ME 04538. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due, pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the delinquent amount due LANDLORD\_each month in addition to the rent then due.

- SECURITY DEPOSIT
   Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Four Thousand Six Hundred Dollars (\$4,600.00), which shall be held by LANDLORD as security for the TENANT'S performance as herein provided and refunded to the TENANT, without interest, at the end of the term of this lease, subject to the TENANT's satisfactory compliance with the conditions hereof.
- RENT If in any tax year, commencing with the fiscal year 2013, the real estate taxes on the land and building of LANDLORD (as described in a deed recorded in the Cumberland County Registry of Deeds in Book 14416, Page 288), of which the Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year

MAINE COMMERCIAL ASSOCIATION OF REALTORS® COMMERCIAL LEASE (GROSS/MODIFIED GROSS) Page 1 of 6

LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.

25. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

- 26. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
- 27. HOLDOVER If TENANT fails to vacate the Premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the Premises at the termination of this lease.
- 28. MISCELLANEOUS Unless repugnant to the context. "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.
- 29. BROKERAGE TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises, other than CBRE | The Boulos Company ("BROKER") or NAI The Dunham Group ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnity LANDLORD against any such claim. LANDLORD agrees to pay the BROKERS their respective commissions upon execution of this lease.

30. OTHER It is also understood and agreed that: N/A PROVISIONS

#### DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and	seals this 4 day of OCTOBER, 2012
TENANT: The Aparthe North Point LLC	LANDLORD: WITT-T LLC
Im	Avonis B. Witt
NOAH TALMATCH / PRESEDENT	OWMER
Many a Sandler	A. H. NAME/TITLE
Witness to Tenant	Witness to Landlord

MAINE COMMERCIAL ASSOCIATION OF REALTORS® COMMERCIAL LEASE (GROSS/MODIFIED GROSS) Page 6 of 6



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

**Receipts Details:** 

Tender Information: Check , BusinessName: Noah Talmatch, Check Number: 140\$200.00 Tender Amount: 200.00

**Receipt Header:** 

Cashier Id: Ldobson Receipt Date: 11/7/2012 Receipt Number: 50064

**Receipt Details:** 

Referance ID:	8462	Fee Type:	BP-Constr
Receipt Number:	0	Payment	
		Date:	
Transaction	200.00	Charge	200.00
Amount:		Amount:	
Job ID: Job ID: 2012	-10-5237-CH OF USE - change of use:	Beauty Salon to Restau	rant/Bar
Additional Comme	ents: Silver St.		

Thank You for your Payment!



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

**Receipts Details:** 

Tender Information: Check , BusinessName: Noah Talmatch, Check Number: 193 Tender Amount: 195.00

Receipt Header:

Cashier Id: gguertin Receipt Date: 10/19/2012 Receipt Number: 49467

Receipt Details:

Referance ID:	8460	Fee Type:	BP-C of O
Receipt Number:	0	Payment	
		Date:	
Transaction	75.00	Charge	75.00
Amount:		Amount:	
Job ID: Job ID: 201	2-10-5237-CH OF USE - change of use: Beauty	Salon to Restau	lirant/Bar
Additional Comm	ents: Noah Talmatch, 35 Silver St.		

Referance ID:	8462	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	70.00	Charge Amount:	70.00
Job ID: Job ID: 2012	2-10-5237-CH OF USE - change of use:	Beauty Salon to Restau	irant/Bar

SS SILVER ST. NOM TRIMMIN 646-701-1011	* AU EQUARMENT IS NSF CENTION. 1201. (ENUSA)	* BANQUET + BAR MATCAGAR I VOOD PLANNENC, 25 4' WODDEN FRAMENC - SECURIO TO WAL A FLUIR WIGH STREPL "L" BRACKETS.	X FENDERED LOOD RYBURD. * ANTEQUO BOLET FUR FUNT FACE	& AN PRASE HAS / JOT & CON WAR EXISTING	Image: Notice of Substant Maine       RECEIVED         Dept. of Building Inspections       NOV 0 1 2012         Comments       Dept. of Building Inspections         Comments       Dept. of Building Inspections
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To Whom It May Concern:

The North Roint Bar & Restaurant will be a small, intimate place where the general public can gather together for delicious food, authentic, old fashioned cocktails, local beer & a wide selection of fine wines. The setting will be warn, inviting, with rustic wood & metal accents like a modern take on old farmhouse, country style.

The menu will be primarily select cuts of fine, aged chrese and meats, unique, cold & hot pressed sandwiches made with the finest ingredients, salads, pates and house made chocolate truffles.

The seating capacity will be approximately 46 The operating hour will be from 12noon to 1am seven days a week.

Formally a hair salon, there will be light construction of four structures.

- 1. A Front Bar and counter
- 2. A Back Bar and counter top with shelving.
- 3. A main "U" shaped Banquer along one wall with double seating on one end.
- 4. A free standing smaller bar quet adjacent to the end of the bar side front.

Because it was formally a pair salon, the primary plumbing and electric are already in place, including:

- 1. 5 existing drains with venting
- 2. 5 hot and cold water hook ups
- 3. Existing lighting fixtures, wall switches & 18 fully functional electrical outlets already in place throughout the entire space.

We intend on incorporating these existing fixtures in our Bar & Restaurant. The list of equipment that we intend on hooking up to the existing plumbing and plugging into the existing electrical is as follows:

- 1. 2 Ice Bins
- 2. 1 triple well under bar sink
- 3. 1 three door under bar refrigerator
- 4. 1 low heat chemical treatment sanitizing dishwasher for glassware
- 5. 1 high heat sanitizing dishwasher for plates and utensils
- 6. 1250lbs Ice Machine
- 7. Single door beer glass refrigerator.
- 8. 2 Small hand wash sinks (one in bar, one in cold kitchen)

- 9. Cold prep refrigerator for meat, cheese, salad and pate storage and all/any other food that requires refrigeration.
- 10. 1 Electric Panini Press
- 11. 1 1500watt microwave oven
- 12. 1 Toaster

-12.1

13. One 8'x 6' x 6' 7" Walk-in refrigerator for beer keg storage, installed in basement area directly under upstairs back bar area.

The Bar structures will be made with pine framing, finished plywood, finished ash wood planking and antiqued lag bolts for aesthetics finishing and design. All framing for both the front and back bar will be mounted directly into the walls and floor with lag bolts & "L" brackets.

The front bar top/counter will be made of poured, dyed and polished concrete. There will be a wooden mold built into the top of the bar with a wire mesh grid attached by mounted brackets inside to accommodate the concrete which will insure structure integrity and sturdiness.

All the Banquets will be constructed from pine framing, finished plywood and ash wood planking with antiqued lag bolts for esthetic finishing. The Banquets shall be installed as permanent fixtures by mounting all framing directly into the walls and floors with "L" brackets and lag bolts.

The outside Awning, will be constructed with  $\frac{1}{2}$  finished plywood and pine molding. It will be mounted directly to the existing AC metal support shelf by drilling 6  $\frac{1}{4}$  inch holes along the bottom lip and using  $\frac{1}{4}$  inch lag bolts with nuts to secure the inside front bottom framing to it.

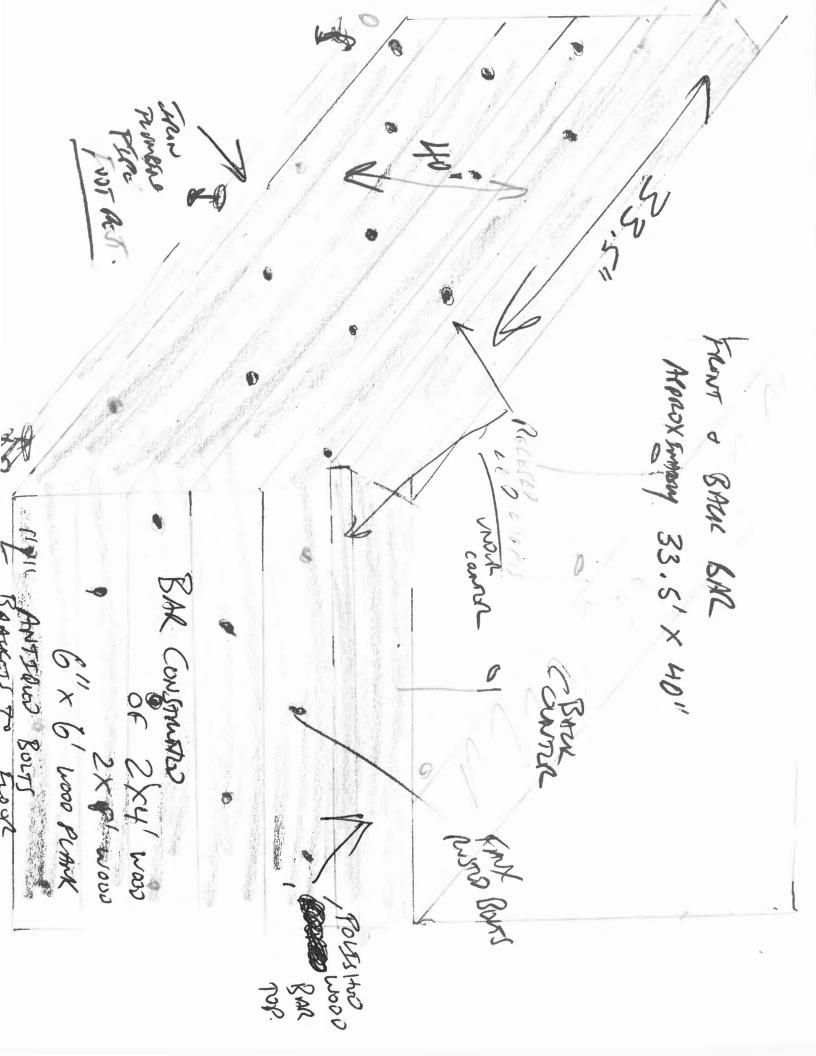
The Awning will also be secured directly into the top rear granite face of the building by first bolting a metal brace along the top with  $4\frac{1}{2}$  inch lag bolts. Then we intend on attaching  $4\frac{1}{2}$  inch lag bolts and nuts to the inner, top rear awning framing.

There will be a Rusted metal sign with laser cut out letters that read "The North Point" attached along the front face of the awning.

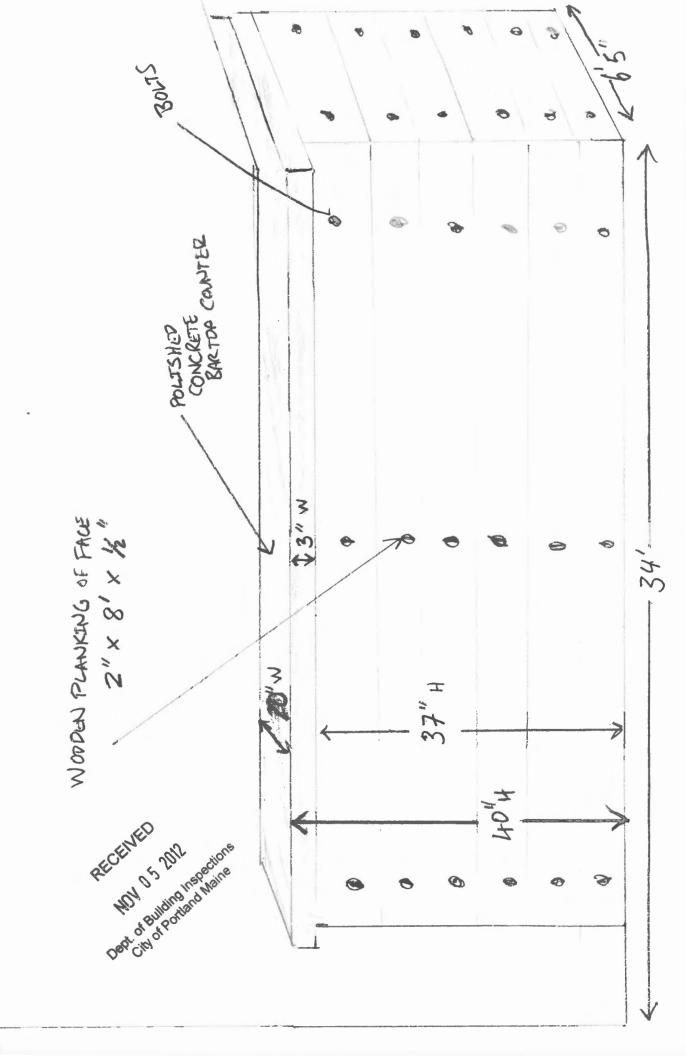
The metal sign will be constructed from  $\frac{1}{4}$  inch metal and will be 33 H x 42" W. It will be attached to the awning by using 4  $\frac{1}{2}$  inch welded lag bolts on each corner of the back of the sign. There will be 4  $\frac{1}{2}$  inch matching holes drilled into the front of the wooden awning and it will be secured by nuts from behind.

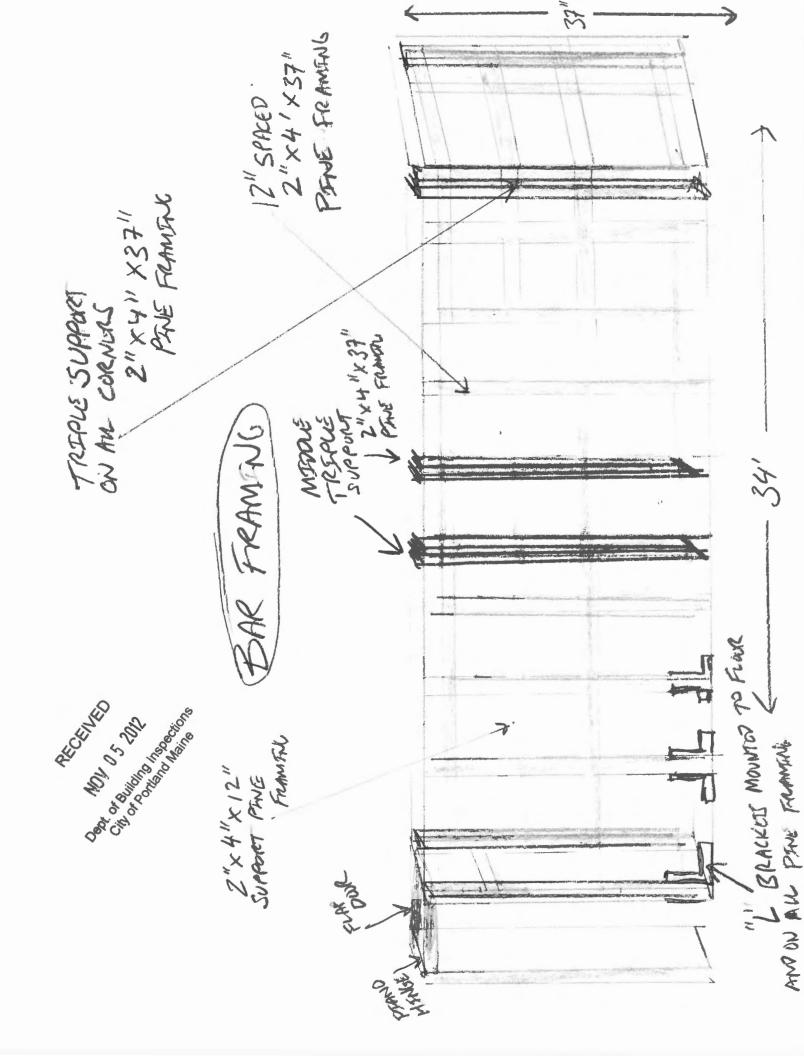


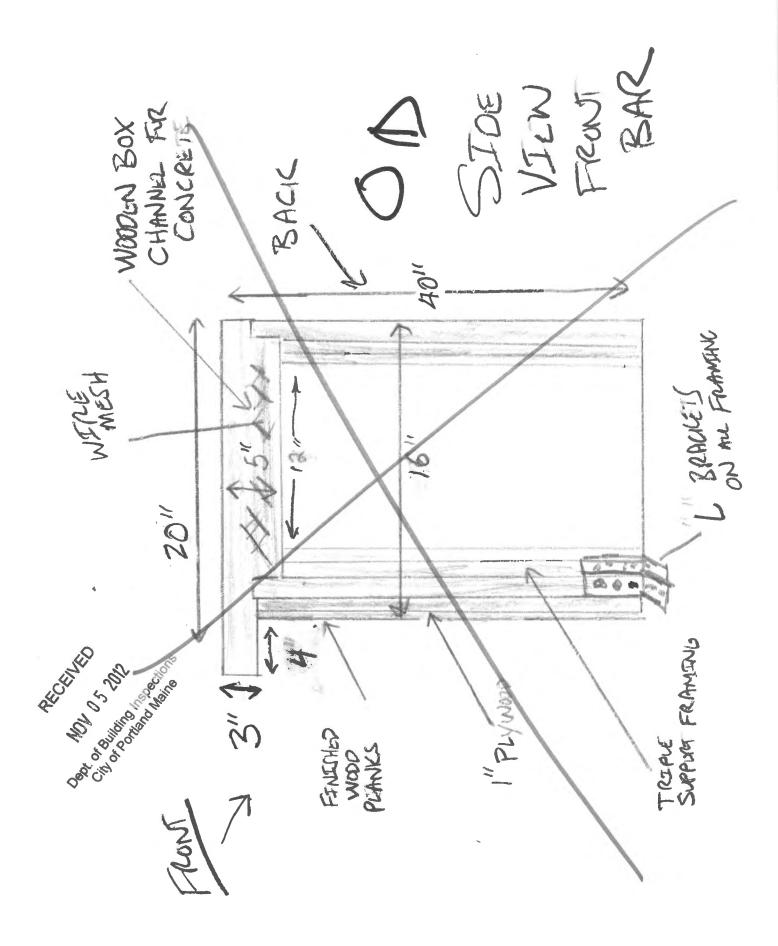
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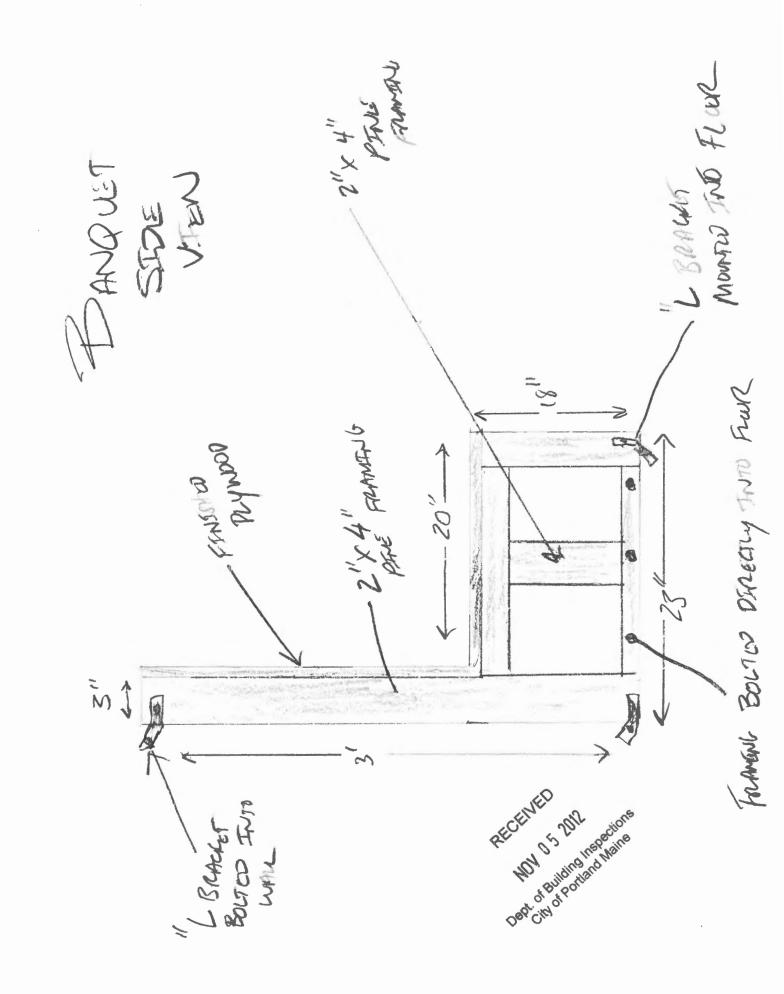
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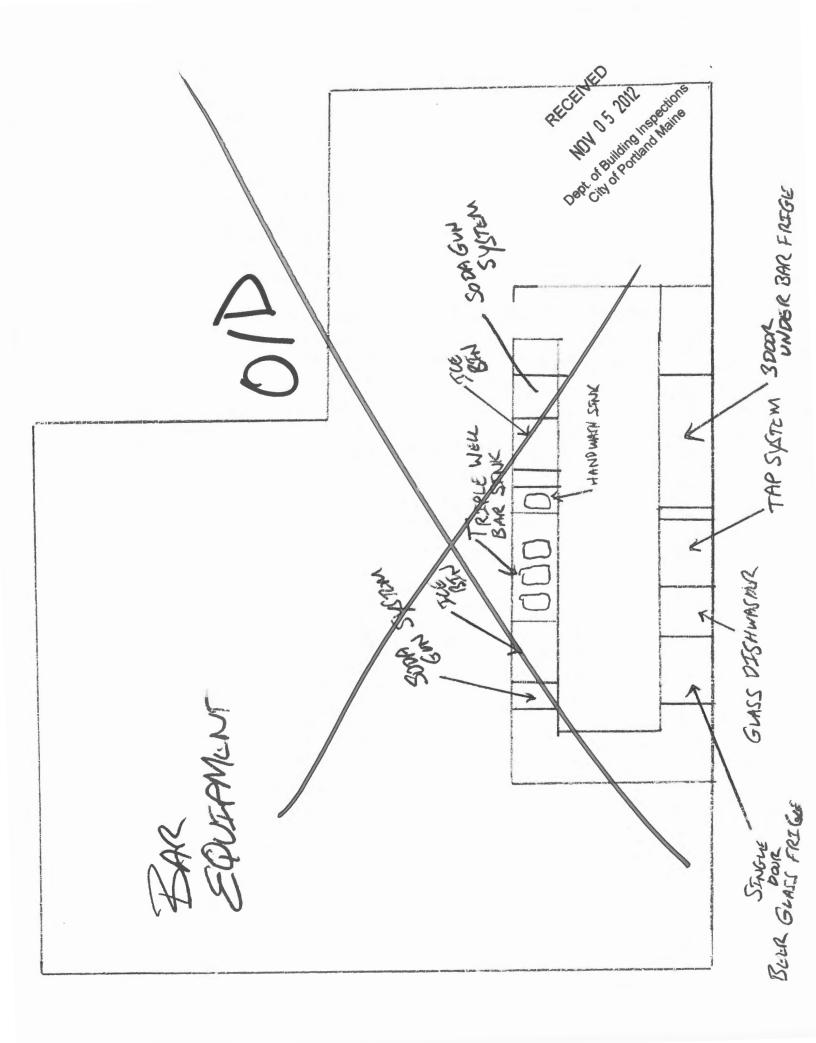


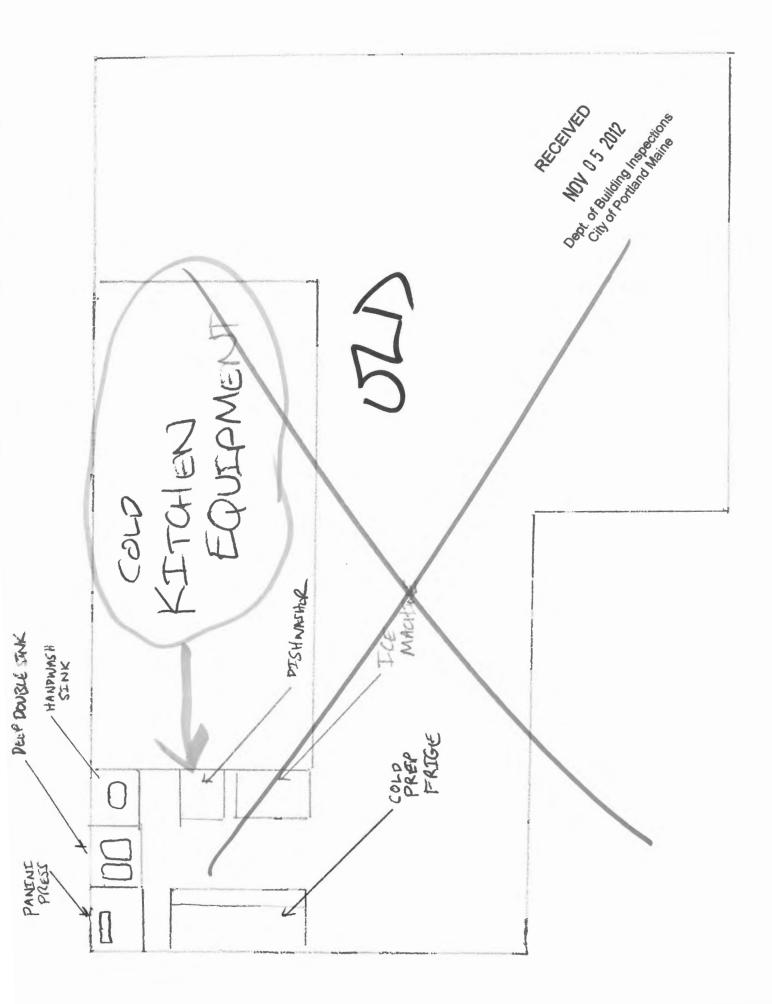


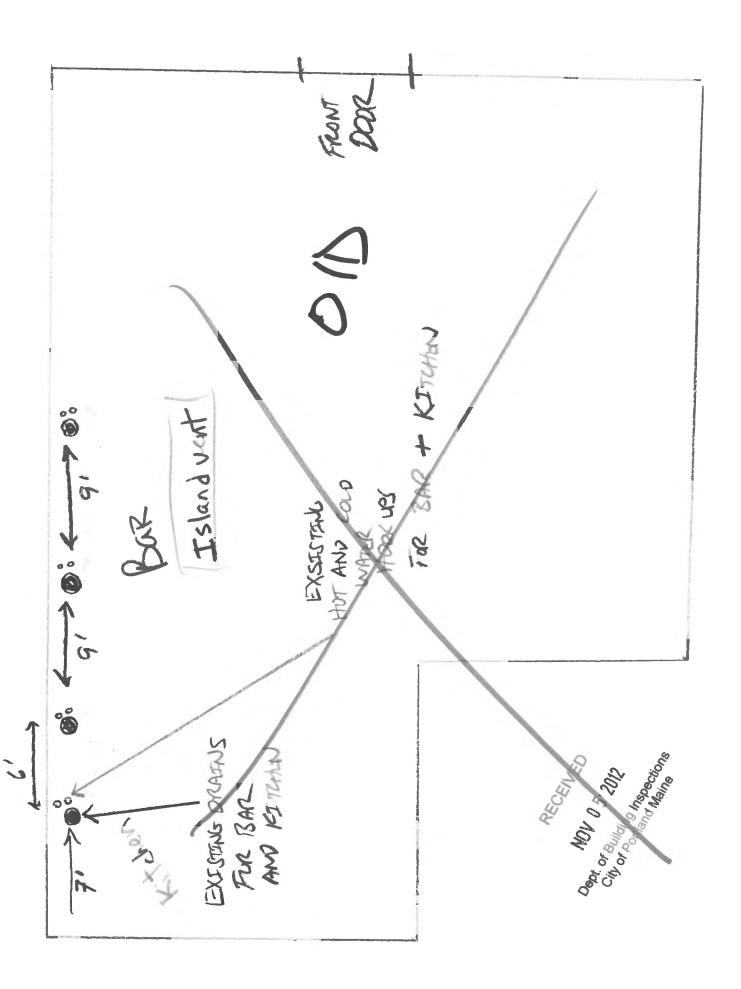


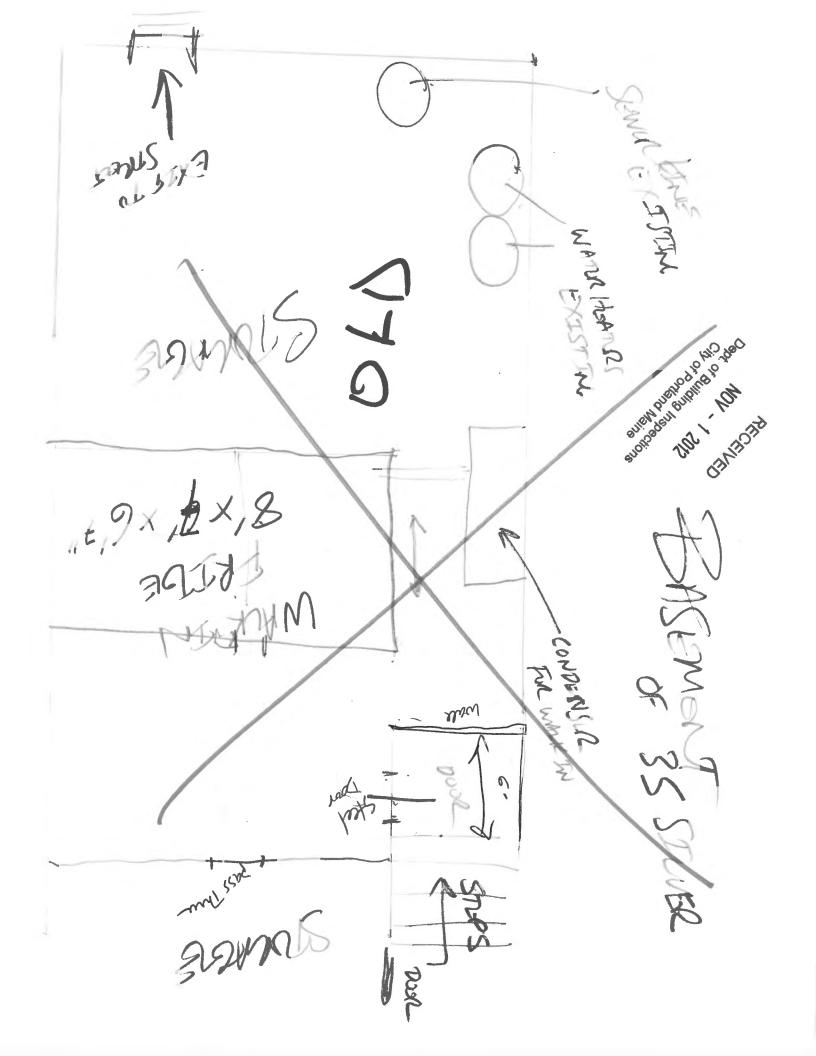
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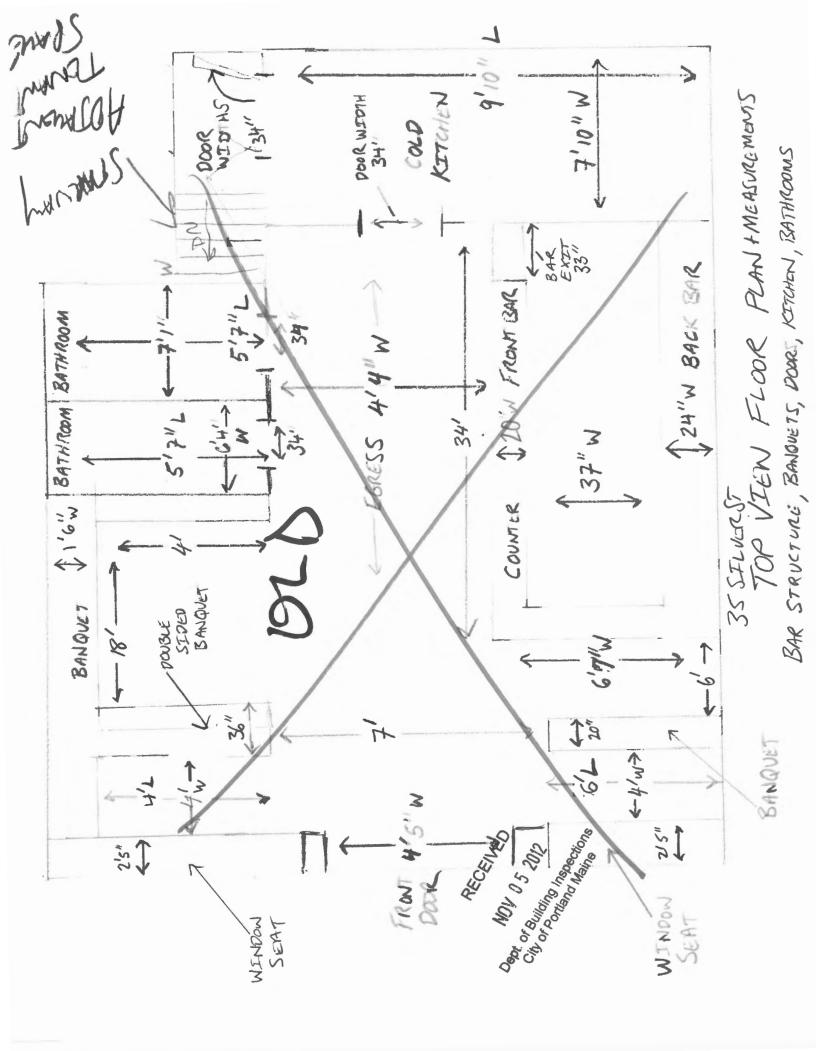




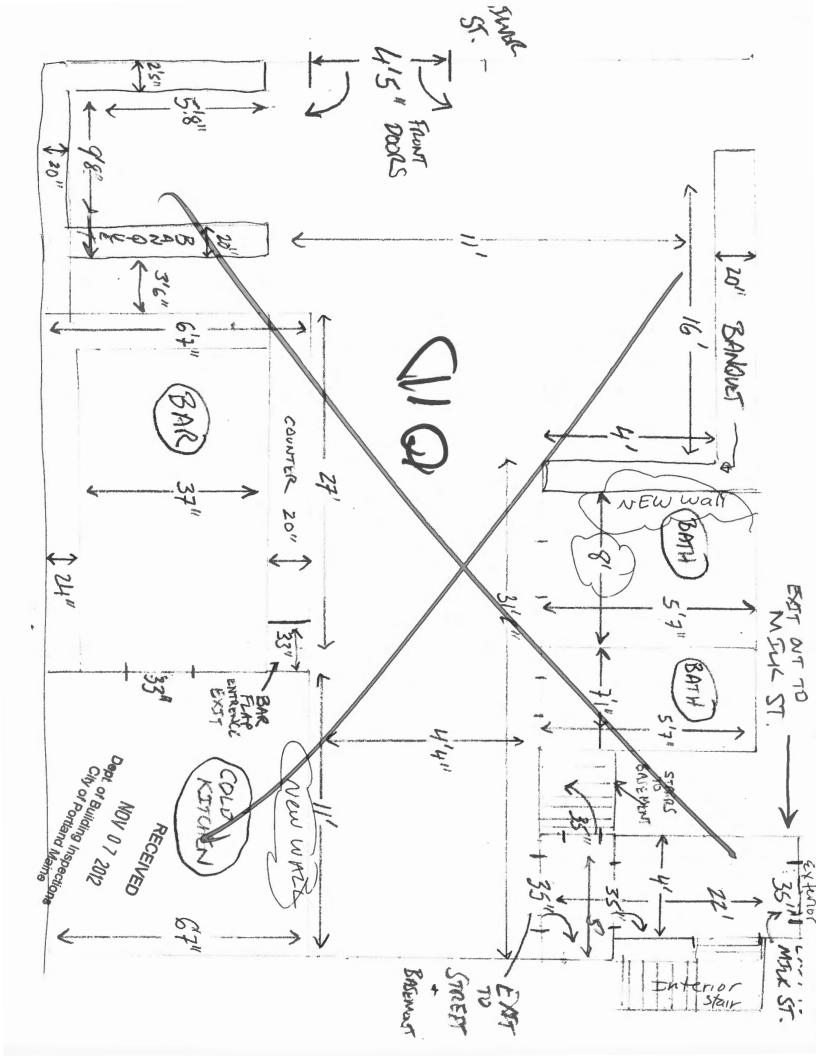


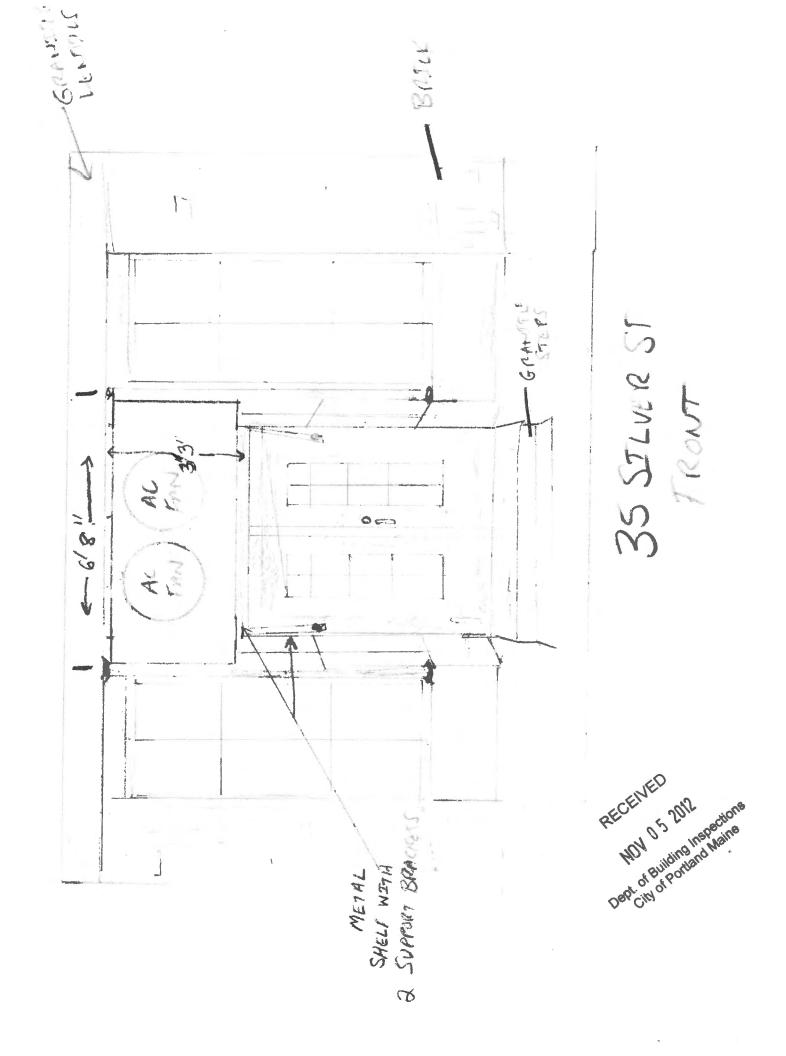


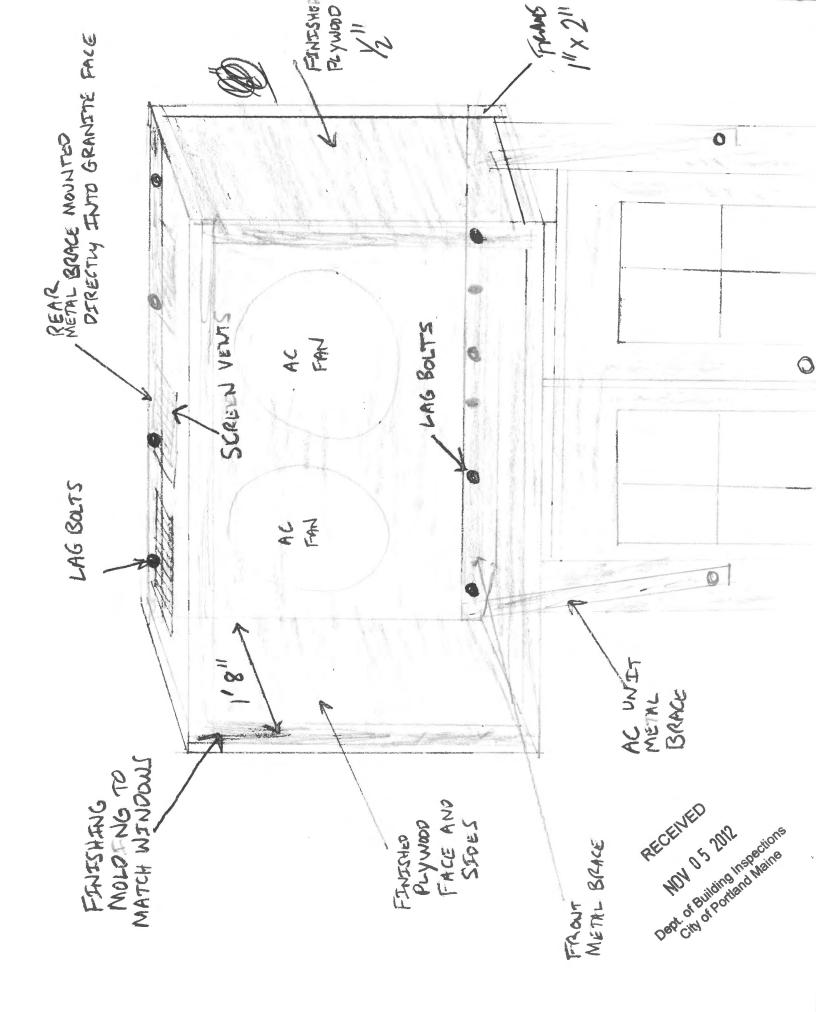




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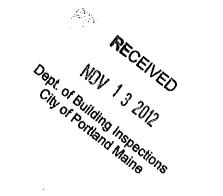
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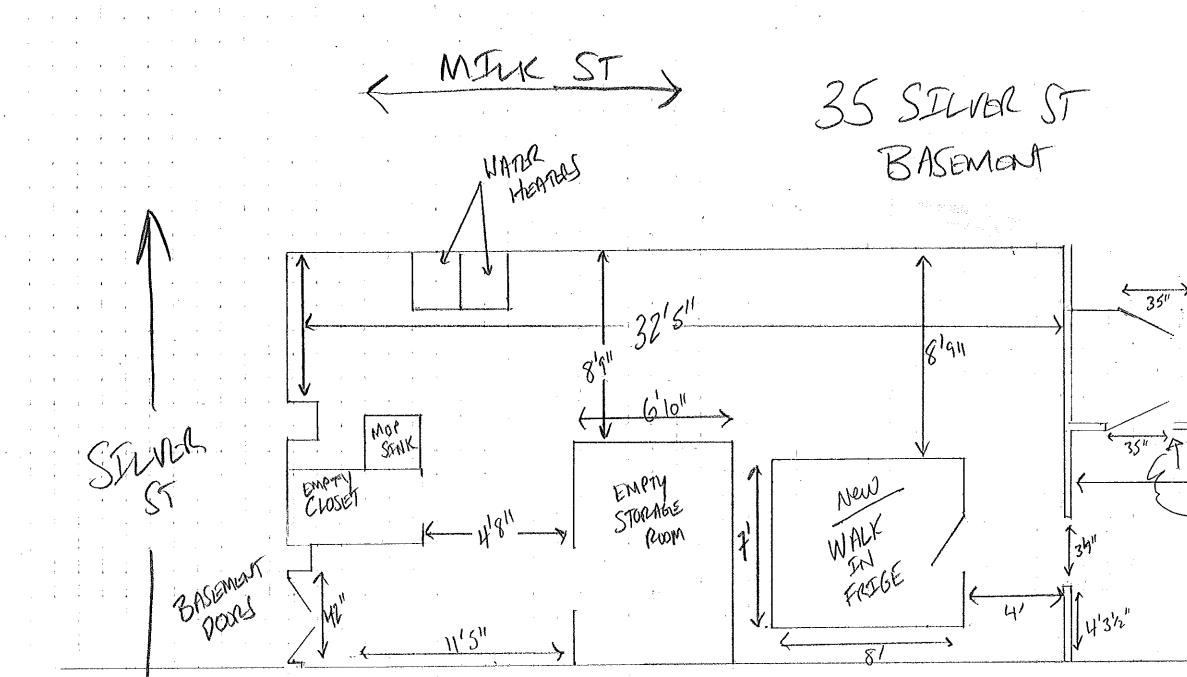
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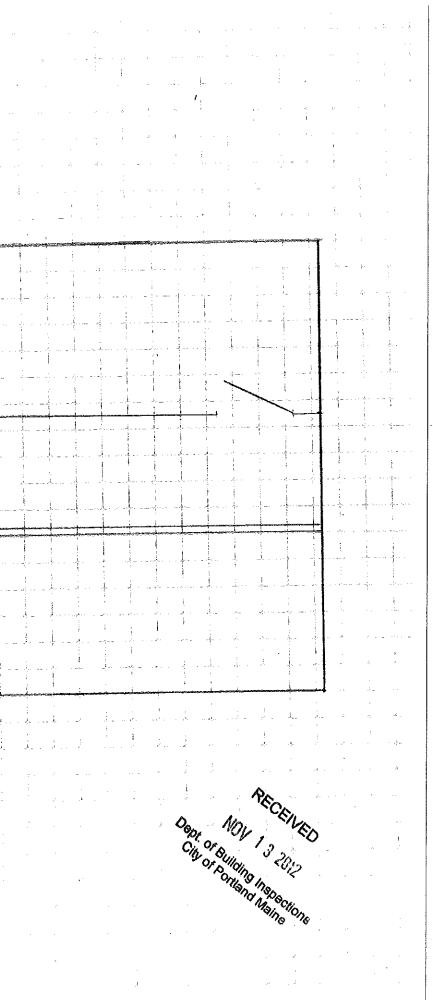
Fire Door 1 35" BOUL 36" 71 5 • \_\_\_\_\_ 1.1 5 ------RECEIVED Dept of Building Inspections NOV 1 3 2012 .



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STATAS 418" Fire Door - 16' 4" G111 RECEIVED Dept. of Building Inspections

SEATING- CHART , F. 1. (F BAR SEATING 16 \* TABLES 15 BANQUET SEATING 26



+ BAR EQUIPMENT ILBAN) STOR TASKE COLD Sal FRSHE V **A** 5 7 15 A STULAGE 3 COMMAN MONT DEDEP STALL 3 COMPARTMET STNK 3 DOOR FRIGE GLASS FRADE GELASS DASHWANNAS The MACHANE HAND SEAL FLE BIN HAND SINK RECEIVED PISHWASHAL NOV 1 3 2012 Dept. of Bullding Inspections