



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development

Building Inspections Division

Location: 80 MIDDLE ST

CBL: 029- L-004-001

Issued to: 80-90 CORPS

Date Issued: 6/22/2012

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2012-03-3498-ALTCOMM, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

AS PER PLANS

APPROVED OCCUPANCY

USE GROUP A-2
TYPE 3-B
RESTAURANT
IBC 2009

Approved:
6-22-2012

(Date) *Inspector*

Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that 80-90 CORPS – EVENTIDE OYSTER CO Located At 80 MIDDLE ST

Job ID: 2012-03-3498-ALTCOMM

CBL: 029- L-004-001

has permission to Change the Use from retail bookstore to restaurant, interior renovation, combine kitchen with Hugos 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

[Signature] *4/2/12*
Code Enforcement Officer / Plan Reviewer

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

closed

SCANNED

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2012-03-3498-ALTCOMM	Date Applied: 3/13/2012	CBL: 029- L-004-001	
Location of Construction: 86 MIDDLE ST	Owner Name: 80-90 CORPS	Owner Address: 100 SILVER STREET, PORTLAND, ME 04104	Phone:
Business Name: Eventide Oyster Co.	Contractor Name: Paul Moutal @ FLYING POINT CONSTRUCTION INC.	Contractor Address: 28 ELM ST TOPSHAM MAINE 04086	Phone: (207) 837-3999
Lessee/Buyer's Name: AMA LLC	Phone: 845-242-4017	Permit Type: BLDG CHANGE OF USE	Zone: B-3
Past Use: Retail with offices above	Proposed Use: To change the use from retail to restaurant with offices above as per plans	Cost of Work: \$38,000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: A-2 Type: 3B IBC-2009 Signature: JMB
Proposed Project Description: Upgrade and build up from retail to restaurant		Pedestrian Activities District (P.A.D.) 7/2/12	
Permit Taken By: Brad		Zoning Approval	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>___ Maj ___ Min ___ MM</p> <p>Date: <i>ok with conditions</i> 3/13/12</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>[Signature]</i></p>
	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

5-16-12 DWM/BKL Bill 485-2167 Arlm Close-In OK

6-22-12 DWM/BKL Capt Prone Arlm Final OK

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/Plmb/Frame prior to insulate or gyp

Certificate of Occupancy/Final Inspection including health 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.



PORTLAND MAINE

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Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-03-3498-ALTCOMM

Located At: 80 MIDDLE ST

CBL: 029- L-004-001

Conditions of Approval:

Fire

1. All construction shall comply with City Code Chapter 10.
2. Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
3. Fire extinguishers are required. Installation per NFPA 10.
4. The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
5. A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model.
6. A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
7. Sprinkler protection shall be maintained. Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
8. Any cutting and welding done will require a Hot Work Permit from Fire Department.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM E 814 or UL 1479, per IBC 2009 Section 713.
3. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
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.
6. 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.
7. Ventilation of this space is required per ASHRAE 62.1, 2007 edition.

Job ID: 2012-03-3498-ALTCOMM

Located At: 80 MIDDLE ST

CBL: 029- L-004-001

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. Separate permits shall be required for any new signage.
3. This property shall remain a restaurant use on the first floor with offices above. Any change of use shall require a separate permit application for review and approval.

Entered 3/13/12 (B)



General Building Permit Application

ID # 2012 03 3498 AltComm

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.

80

B-3

Location/Address of Construction: <u>86 Middle Street, Portland, ME 04101</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories <u>1</u>
Tax Assessor's Chart, Block & Lot Chart# <u>29-L-4</u> Block# Lot#	Applicant * must be owner, Lessee or Buyer * Name <u>AMA LLC</u> Address <u>88 MIDDLE ST</u> City, State & Zip <u>PORTLAND, ME 04101</u>	Telephone: <u>845-242-4017</u>
Lessee/DBA (If Applicable) <u>AMA, LLC.</u> <u>DBA. Eventide Oyster Co</u>	Owner (if different from Applicant) Name <u>80-90 Corps</u> Address <u>100 Silver St,</u> City, State & Zip <u>Portland ME 04101</u>	Cost Of Work: \$ <u>38,000</u> Co Use Fee: \$ <u>75.00</u> Total Fee: \$ _____
Current legal use (i.e. single family) _____ Number of Residential Units _____ If vacant, what was the previous use? <u>BOOKSTORE</u> Proposed Specific use: <u>RESTAURANT</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Removing walls. Building new walls to separate Back room. Building ADA Bathroom. Putting in a bar.</u>		
Contractor's name: <u>PAUL METAL MOUTAL</u> Address: <u>FLYING POINT CONSTRUCTION INC 28 ELM ST.</u> City, State & Zip <u>TOPSHAM ME 04086</u> Telephone: <u>207 837 3999</u> Who should we contact when the permit is ready: <u>ARLIN SMITH</u> Telephone: <u>845 242 4017</u> Mailing address: <u>88 MIDDLE ST PORTLAND ME 04101</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

RECEIVED
MAR 13 2012
Dept of Building Inspections
City of Portland, Maine

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 3/13/12

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



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Receipts Details:

Tender Information: Check , Check Number: 1003

Tender Amount: 475.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 3/13/2012

Receipt Number: 41709

Receipt Details:

Reference ID:	5586	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	400.00	Charge Amount:	400.00
Job ID: Job ID: 2012-03-3498-ALTCOMM - Upgrade and build up from retail to restaurant			
Additional Comments: 80 (86) Middle			

Reference ID:	5587	Fee Type:	UI-MI
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-03-3498-ALTCOMM - Upgrade and build up from retail to restaurant			

Additional Comments: 80 (86) Middle

Thank You for your Payment!



Accessibility Building Code Certificate

RECEIVED
MAR 13 2012
Dept. of Building Inspections
City of Portland Maine

Designer: T. Scott Teas

Address of Project: 86 Middle Street Portland ME 04101

Nature of Project: Interior renovations / change of use
for Eventide Oyster Co. Change
from mercantile to restaurant

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.



(SEAL)

Signature: [Handwritten Signature]

Title: PRINCIPAL

Firm: JFH ARCHITECTS

Address: 80 MIDDLE STREET
PORTLAND MAINE 04101

Phone: 207-775-6141

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

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MAR 13 2012
Dept. of Building Inspections
City of Portland Maine

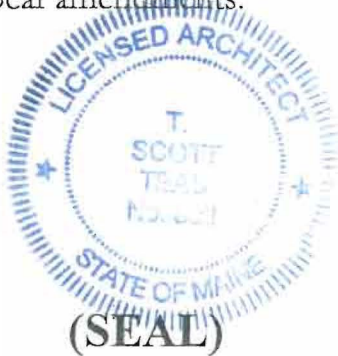
Date: 9 March 2012

From: T. Scott Teas

These plans and / or specifications covering construction work on:

Eventide Oyster Co.
86 Middle Street Portland ME

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the *2003 International Building Code* and local amendments.



Signature: 

Title: Principal

Firm: TFH Architects

Address: 80 Middle Street
Portland ME 04101

Phone: 775-6141

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design Application

RECEIVED
MAR 13 2012
Dept. of Building Inspections
City of Portland Maine

From Designer: T. Scott Teas
Date: 9 March 2012
Job Name: Eventide Oyster Co.
Address of Construction: 86 Middle St Portland ME 04101

2003 International Building Code
Construction project was designed to the building code criteria listed below:

Building Code & Year: IBC 2003 Use Group Classification (s) A-2
Type of Construction: EXISTING (INTERNAL RENOVATION)
Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC: YES (NFPA 13)
Is the Structure mixed use? _____ If yes, separated or non separated or non separated (section 302.3) _____
Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) NO

Structural Design Calculations

_____ Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)	Loads Shown
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

N/A

- _____ Live load reduction
- _____ Roof live loads (1603.1.2, 1607.11)
- _____ Roof snow loads (1603.7.3, 1608)
- _____ Ground snow load, P_g (1608.2)
- _____ If $P_g > 10$ psf, flat-roof snow load, S_f
- _____ If $P_g > 10$ psf, snow exposure factor, C_e
- _____ If $P_g > 10$ psf, snow load importance factor, I_s
- _____ Roof thermal factor, C_t (1608.4)
- _____ Sloped roof snowload, P_s (1608.4)
- _____ Seismic design category (1616.3)
- _____ Basic seismic force resisting system (1617.6.2)
- _____ Response modification coefficient, R_d and deflection amplification factor, C_d (1617.6.2)
- _____ Analysis procedure (1616.6, 1617.5)
- _____ Design base shear (1617.4, 1617.5.1)

Wind loads (1603.1.4, 1609)

- _____ Design option utilized (1609.1.1, 1609.6)
- _____ Basic wind speed (1809.3)
- _____ Building category and wind importance Factor, K_d table 1604.5, 1609.5
- _____ Wind exposure category (1609.4)
- _____ Internal pressure coefficient (ASCE 7)
- _____ Component and cladding pressures (1609.1.1, 1609.6.2.2)
- _____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Flood loads (1803.1.6, 1612)

- _____ Flood Hazard area (1612.3)
- _____ Elevation of structure

Other loads

- _____ Concentrated loads (1607.4)
- _____ Partition loads (1607.5)
- _____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

Applicant:
AMA, LLC
88 Middle Street
Portland, ME
04101

Architect:
TFH Architects
80 Middle Street
Portland, ME
014101
207.775.6141

We plan on renovating a single floor of 1,016 sq. ft. space in a pre-existing structure, that will join 88 and 86 Middle Street.
The fire protection will be in keeping with code, including sprinkler suppression system, extinguishers.

Arlin Smith
845.242.4017
Michael Wiley
303.579.1095
Andrew Taylor
617.694.2700

LEASE

1. **PARTIES:** **80-90 CORPS** , with a mailing address **100 Silver Street, Portland, Maine** ("Landlord"), hereby leases to **AMA, L.L.C. d/b/a Eventide Oyster Company**, with a mailing address of 88 Middle Street, Portland, Maine, ("Tenant"), and the Tenant hereby leases from Landlord, the following described premises:
2. **PREMISES:** The "Premises" are deemed to contain +/- 1,016 square feet of street level space, in the building located at 80-90 Middle Street, Portland, Maine as shown on Exhibit A attached hereto and incorporated herein.
3. **TERM:** The term of this lease shall commence on March 1, 2012 and expire on February 28, 2017.
4. **BASE RENT:** Base Rent for the Term shall be as follows:

Lease Year	Annual Base Rent	Monthly Base Rent
1st	\$ 14,095.40	\$ 1,174.62
2nd	\$ 14,451.00	\$ 1,204.25
3rd	\$ 14,816.76	\$ 1,234.73
4th	\$ 15,192.68	\$ 1,266.06
5th	\$ 15,578.76	\$ 1,298.23

It is acknowledged by the parties, that a component of the Base Rent for the Term is a \$10,000.00 loan to the Tenant for improvements to the Premises which the Tenant agrees to incorporate in to the rental rate together with a six percent (6%) interest rate amortized over the term as outlined on Exhibit B attached hereto and incorporated herein. For the period of March 1, 2012 to May 31, 2012 the Landlord shall waive Base Rent in the amount of \$981.29 per month and for that time period the Tenant shall pay \$193.33 per month only.

On March 1st of each year of this Lease (and as may be extended or renewed), the Tenant shall provide the Landlord with 10-\$100.00 gift certificates to the Oyster Bar which certificates shall have no expiration date and are Additional Rent under this Lease.

Base Rent shall be payable in advance, without offset or deduction, in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate, the following being now so designated: **80-90 CORPS, 100 Silver Street, Portland, Maine 04101**. 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 after the due date. The late charge shall be equal to four percent (4%) of the total amount due Landlord.

5. **OPTION:** Provided that Tenant is not in default beyond any applicable grace period in the performance of any of the terms and conditions of this Lease, the Tenant may, at its option, exercised by written notice to the Landlord, given not less than twelve (12) months prior to the expiration of the then current term, extend this Lease for Two (2) Five (5) year periods under the same terms and conditions of the original lease except that Base Rent shall be:

1st Option if Exercised:

Lease Year	Annual Base Rent	Monthly Base Rent
6th	\$ 13,656.56	\$ 1,138.05
7th	\$ 14,066.26	\$ 1,172.19
8th	\$ 14,488.25	\$ 1,207.35
9th	\$ 14,922.90	\$ 1,243.57
10th	\$ 15,370.58	\$ 1,280.88

2nd Option if Exercised:

11th	\$ 15,831.70	\$ 1,319.31
12th	\$ 16,306.65	\$ 1,358.89
13th	\$ 16,795.85	\$ 1,399.65
14th	\$ 17,299.73	\$ 1,441.64
15th	\$ 17,818.72	\$ 1,484.89

6. **ADDITIONAL RENT:** In addition to the Base rent, as Additional Rent, Tenant shall also pay its prorata share of all costs and expense of every kind and nature associated with the management, operation and repair of the Building, parking areas (including the lost across the street from the Building known as the "Hampshire Street Lot") including, but not limited to, real estate taxes, insurance, management, landscaping, snow removal, security, etc. Tenant's prorata share shall be 7.96%.

For purposes of this provision the following terms shall be defined as follows:

"CAM Expenses" means Landlord's expenses of operating, managing, repairing and maintaining the Building and Hampshire Street Lot, including the common areas, exterior and roof, taxes, insurance and management fees. CAM Expenses include, without limitation, fuel for heat and electricity for air conditioning, landscaping, snow removal, common area trash removal and pest control services, security, common area utilities, and repairs, maintenance, inspections and servicing of the HVAC system and building alarm

systems; common interior and exterior building repairs and maintenance; etc. as undertaken by Landlord.

"Taxes" means all real estate taxes and assessments, or any taxes specifically in lieu of real estate taxes and assessments, all whether special or general, and including assessments of any improvement district. Tenant shall have no obligation to pay any portion of Landlord's income taxes arising from rentals received on account of this Lease. Tenant shall be responsible for payment of all personal property taxes payable on account of its ownership or operation of equipment, furniture and other personal property.

"Insurance" means any insurance maintained by Landlord with respect to the Building including its common areas, including all hazard, liability, business interruption, terrorism and loss of rentals insurance. Maintenance of such coverages, and in what amounts and on what terms are all within the sole discretion of Landlord.

Tenant shall pay an estimated amount each month on the first of the month to Landlord for its Proportionate Share of the expenses set forth in this Section. After the end of each calendar year, Landlord shall provide to Tenant an accounting of such actual expenses for the previous calendar year and Tenant shall pay within 30 days of receipt of such reconciliation to Landlord, as Additional Rent, any amounts due based on the difference between its share of actual expenses and the total of its estimated payments. If a credit is due to Tenant for such difference, Landlord shall within 30 days, pay such difference to Tenant or at its discretion, may apply such credit against the estimated payments due for the then current year. Amounts for any partial calendar year under the Lease will be prorated based on the duration of that calendar year at the beginning and end of the Lease term. Along with such annual reconciliation, Tenant's estimated monthly payment of Additional Rent shall be adjusted to reflect Landlord's actual pro rata share of the actual expenses for the previous year and Landlord's cost projections for the upcoming year, which estimated monthly amount shall then be due on the first of each month from Tenant as Additional Rent until the following annual reconciliation is completed. Tenant's current monthly estimated amount due for CAM is \$427.00/ month and for Taxes is \$213.00/ month.

7. **SECURITY DEPOSIT:** Upon the execution of this lease, the Tenant shall pay to the Landlord the amount of **\$1,814.00** as security for the Tenant's performance as herein provided and refunded to the Tenant without interest at the end of this lease subject to the Tenant's satisfactory compliance with the conditions hereof.
8. **UTILITIES:** Tenant shall pay for all utilities servicing the Premises directly including but not limited to water and sewer, electricity, gas, oil, cable, and telephone, either by separate meter; sub-meter; or its pro-rata share. Tenant shall immediately place all separately metered utility accounts in to its name directly. The Tenant shall reimburse Landlord for the costs of sub-metered or pro-rata share utilities within 30 days of Landlord's invoice therefore as Additional Rent.

The heat and air conditioning for the Premises are currently part of a main building system. The Landlord may, in its sole discretion, elect to install a separate heating and/or air conditioning system to service the Premises exclusively. In that event, the Tenant shall immediately place the utility accounts for said service in to its name directly and the Tenant agrees that it will have the air-conditioning and heating systems thoroughly inspected and serviced at least twice in each calendar year -- once during the spring season and once during the fall season of each year -- and furnish certificates of the same to Landlord after each such inspection, plus pay for such service calls including the cost of parts and labor, related to the maintenance of said system.

Tenant is responsible for cleaning services to its leased premises, including proper disposal of trash off the property.

Landlord shall not be responsible for any disruption of utilities.

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the 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 the Tenant's sole obligation, provided that such installation shall be subject to the written consent of the Landlord.

9. **USE OF LEASED PREMISES:** The Tenant shall use the leased premises as an oyster bar and for no other purpose the prior written consent of the Landlord.
10. **COMPLIANCE WITH LAWS:** The Tenant agrees to conform to the following provisions during the entire term of this lease: (i) Tenant shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) Tenant shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors; and (v) Tenant shall comply with all federal, state and local laws, ordinances and regulations pertaining to its use of the Premises, including but not limited to those of the local Board of Health and all Federal, State and local environmental laws and regulations. Tenant shall observe and comply with all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the leased premises, the building, its facilities and approaches.

11. **MAINTENANCE:**

A. Tenant's Obligations. Tenant acknowledges by entry thereupon to accept the Premises in its "as is" condition and that the leased premises are in good and satisfactory order, repair and condition, with no work of any kind or nature to be performed by the Landlord. Tenant covenants during said term and further time as the Tenant holds any part of said premises to keep the leased premises in as good order, repair and condition (including but not limited to light bulb and ballast replacement; Premises plumbing fixtures maintenance, repair and replacement; window and door glass cleaning and replacement; door closure mechanism repair and replacement) as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear only excepted.

Tenant shall arrange for pest and rodent control measures at the Premises as needed (at least monthly), and shall provide evidence thereof to Landlord from time to time upon Landlord's request. Should any extraordinary pest control measures become necessary in the Building as a result of Tenant's use and occupation of the Premises, then Tenant shall be responsible for all costs incurred as a result thereof.

Tenant shall maintain a service contract which provides for routine (at least quarterly) inspection and cleaning of any grease which may accumulate in the venting/exhaust system (including fans) servicing the Premises, or on any portion of the roof, exterior walls, sewer system or other common areas which may be affected by the business conducted by Tenant at the Premises. Tenant shall provide evidence of such service contract to Landlord at the start of Lease, and thereafter from time to time upon Landlord's request.

B. Landlord's Obligation. The Landlord agrees to maintain and repair the roof, exterior walls and structure of the building, and the common areas of the building in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted. If such maintenance or repair is made necessary by fault or neglect of the Tenant or the employees, contractors, agents, or invitees of Tenant, then such maintenance or repair shall be at the sole expense of the Tenant and Tenant shall pay all costs therefor.

12. **ALTERATIONS-ADDITIONS:** Tenant shall at its expense, make all repairs, alterations and improvements, whether ordinary, extraordinary, foreseen or unforeseen, which may be required by any laws, ordinances, orders or regulations of any public authority having jurisdiction over the Premises or Tenant's use and occupation thereof, including without limitation those relating to the accessibility and usability of the entrances, accommodations, facilities and services of the Premises; provided, however, that Tenant shall not make any alterations of a structural nature without first obtaining Landlord's written consent based on drawings and specifications to be submitted to Landlord by Tenant.

13. **ASSIGNMENT-SUBLETTING:** The Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance, which consent shall not be unreasonably withheld. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including without limitation, the obligation to pay the rent and other amounts provided under this lease. Landlord shall receive any "profit" from sublease charges over Tenant's lease expense.
14. **SUBORDINATION AND QUIET ENJOYMENT:** This lease shall be subject 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, a lien or liens on the property of which the leased premises are a part and the 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. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased premises.
15. **LANDLORD'S ACCESS:** The Landlord or agents of the Landlord may during business hours (or at other times in event of emergency) enter the Leased premises (i) to examine the leased premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing; (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the twelve (12) months preceding the expiration of this lease. Landlord also reserves the right at any time within twelve (12) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation
16. **INDEMNIFICATION AND LIABILITY:** Tenant will defend and, except to the extent caused by the gross negligence or willful misconduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or business, arising from, related to, or in connection with the occupancy or use by Tenant of the leased premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, invitees, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. If there should be any dispute between Tenant and Landlord arising out of this Lease or Tenant's occupancy of the Premises, the party ultimately adjudged to be the prevailing party shall be entitled to recover from the other party all of the prevailing party's costs, including reasonable attorney's fees. The provisions of this Paragraph shall survive the termination or earlier expiration of the term of this Lease.

17. **TENANT'S LIABILITY INSURANCE:** Tenant shall (i) insure Tenant and Landlord, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not less than \$5,000.00 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein. of insurance as Landlord may deem necessary. Additionally, Tenant will, prior to commencing the sale of alcohol at the Premises, obtain and thereafter maintain, throughout the Term and any extensions thereof, at its own cost and expense, Liquor Liability Insurance in the amount of not less than a combined single limit of \$1,000,000 with a policy aggregate of not less than \$2,000,000.
18. **FIRE, CASUALTY - EMINENT DOMAIN:** Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the Landlord does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what remain thereof, shall have be put in proper condition for use and occupation. Landlord reserves and excepts all rights to damages to the leased premises and building and leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord from time to time request. Tenant retains whatever rights Tenant may have under the law with respect to property of Tenant or with respect to displacement and relocation benefits, if any, provided under applicable law. Landlord shall give Tenant notice of its decision to terminate this lease or restore said premises within thirty (30) days after any occurrence giving rise to Landlord's right to so terminate or restore. Restoration shall be entirely complete within one hundred eighty (180) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.
19. **DEFAULT AND BANKRUPTCY.** In the event that:

- (a) The Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days written notice thereof; or
- (c) The leasehold hereby created shall be taken upon execution, or by other process of law; or
- (d) Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by Tenant under any bankruptcy, insolvency, or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord shall be entitled to all remedies available to Landlord at law and equity, including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the Tenant, and thereafter enter into and upon the leased premises or any part thereof in the name of the whole and repossesses the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate but all of Landlord's rights and remedies shall survive such termination; and Tenant covenants and agrees, notwithstanding any entry or reentry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall remain liable for and pay to Landlord the entire unpaid rental and all other balances due under this lease for the remainder of the term and such amounts may be accelerated by Landlord. In addition, Tenant agrees to pay Landlord, as damages for any above-described breach, all reasonable costs of reletting the leased premises including reasonable legal fees, customary and standard real estate commissions and the reasonable costs of renovating the Premises to suit any new Tenant.

It is expressly acknowledged and agreed that the Tenant's default of any of the terms and conditions of this Lease shall constitute a Tenant's default under the lease by and between the parties for the restaurant space. Further, that the Tenant's default of the terms and conditions of the lease by and between the parties for the restaurant space shall constitute a default of this Lease.

20. **NOTICE:** Any notice from the Landlord to the Tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the Tenant, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at Landlord's address set forth in Article 1, or at such other address as the Landlord may from time to time advise in writing.
21. **SURRENDER:** The Tenant shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the leased premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.
22. **HAZARDOUS MATERIALS:** Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises Tenant will: (i) comply with all applicable laws, ordinance and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from Landlord copies of all records which Tenant may be obligated by federal, state and/or local law to obtain and; (iv) that upon termination of this lease, Tenant will, at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this lease, or any extensions thereof from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the leased premises to Landlord at the termination of this lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinance or regulations, whether federal, state or local.

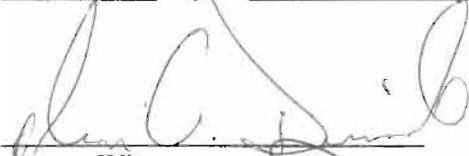
23. **LIMITATION OF LIABILITY:** Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.
24. **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 breach of the same or other covenant, condition or duty.
25. **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 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.
26. **HOLDOVER:** If Tenant fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to three (3) times the then current base rent for the period just preceding such termination; 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 leased premises at the termination of this lease.
27. **MISCELLANEOUS:** If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the 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 said premises, and this document shall become effective and binding only upon the execution and deliver 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 therewith. All negotiations, considerations, representation 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.

- 28. **BROKERAGE:** Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the lease of the leased premises, other than Commercial Properties, Inc. ("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 indemnify Landlord against any such claim. Landlord agrees to pay the Broker its commission upon execution of this lease.
- 29. **SIGNAGE:** Tenant shall submit signage plans to Landlord for Landlord's sole approval. Signage will be at Tenant's sole cost and expense.
- 30. **PARKING:** Landlord reserves the right to designate portions of the parking areas for the exclusive use of certain tenants and to permit parties other than the tenants of the Building to use such areas, and no such designation or permission shall affect Tenant's obligation to pay Tenant's prorata share of CAM Expenses and Taxes. There is no parking associated with this Lease other than the Tenant shall be permitted the non-exclusive use of the parking area for customer parking after 5:30 pm Monday through Friday, and at any time on Saturday and Sundays.

IN WITNESS WHEREOF, the said parties hereunto have set their hands and seals this

12th day of March, 2012.



Witness



Witness

80-90 CORPS



By: Richard McGoldrick

AMA, L.L.C.

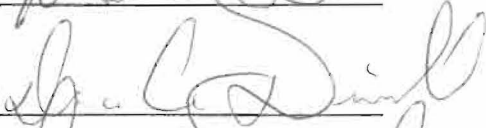


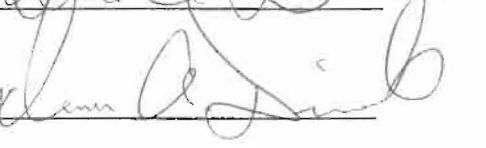
By: _____, Duly Authorized

GUARANTY


In consideration of the execution of the within Lease by the Landlord, at the request of the undersigneds and in reliance on this guaranty, the undersigneds hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all the terms, covenants and conditions provided in said Lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in manner of payment or performance of any of the terms and conditions of the said Lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said Lease, and any modifications thereof, including the subletting and changing modifications thereof, including the subletting and changing of the use of the Premises, all without notice to the under-signeds. The undersigneds agree to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within Lease and in enforcing this guaranty.

Witness: 

Witness: 

Witness: 


Arlin Smith


Andrew Taylor

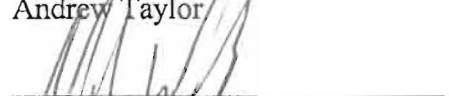
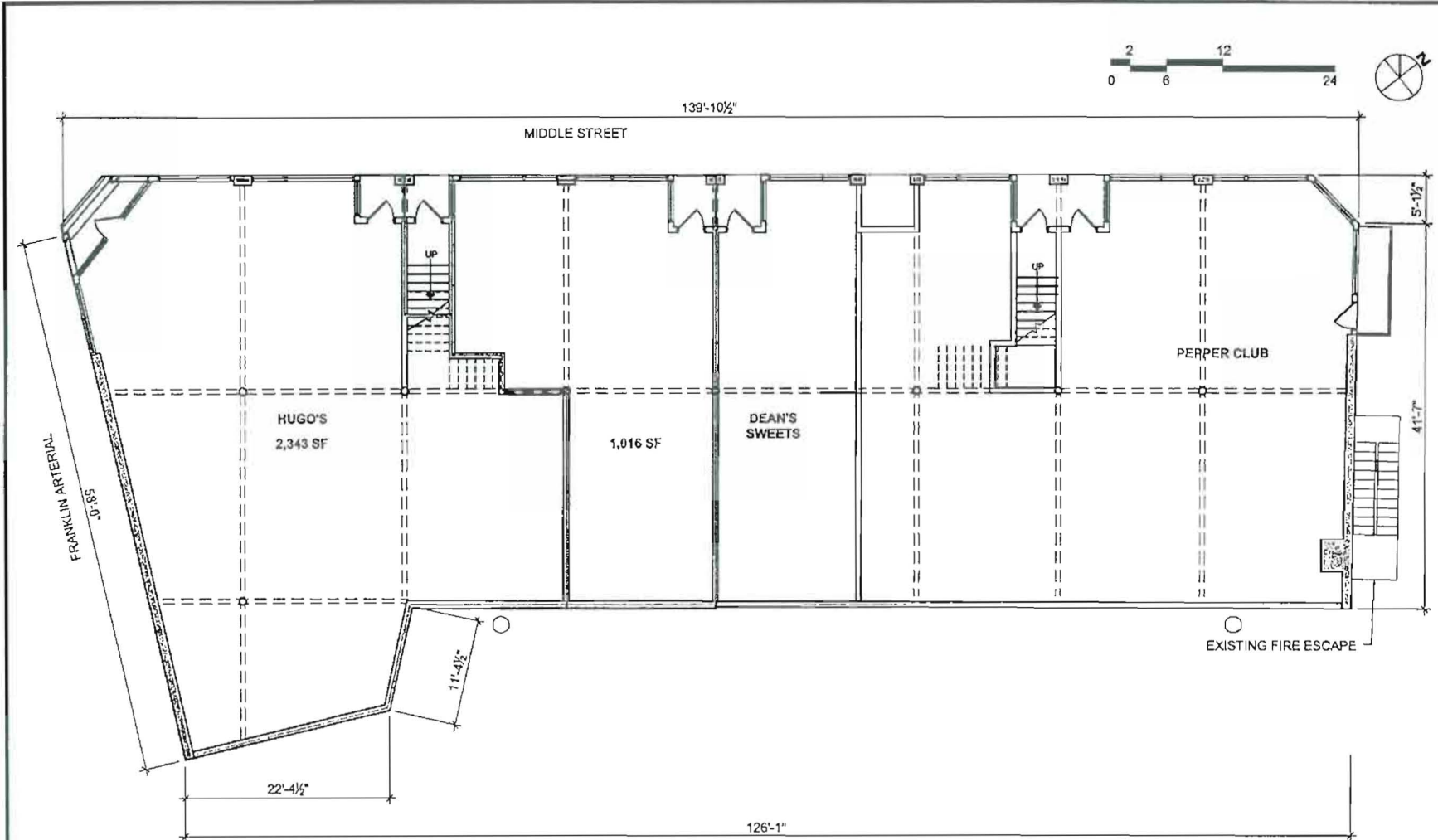

Mike Wiley

Exhibit A



FIRST FLOOR PLAN 4 TENANTS

RECEIVED
 MAR 13 2012
 Dept. of Building Inspections
 City of Portland, Maine

© 2012 TFH ARCHITECTS

80-90 MIDDLE STREET
 PORTLAND, MAINE

TFH ARCHITECTS
 80 MIDDLE STREET
 PORTLAND MAINE 04101
 TELEPHONE 207 778 8141
 ARCHITECTURE PLANNING

DATE: 2 FEBRUARY 2012
 PROJECT No: 1013
 SCALE: 1/32"=1'-0"
 SHEET TITLE:
 FIRST FLOOR
 PLAN

A2

Amortization table for \$10,000.00 borrowed on Feb 01, 2012

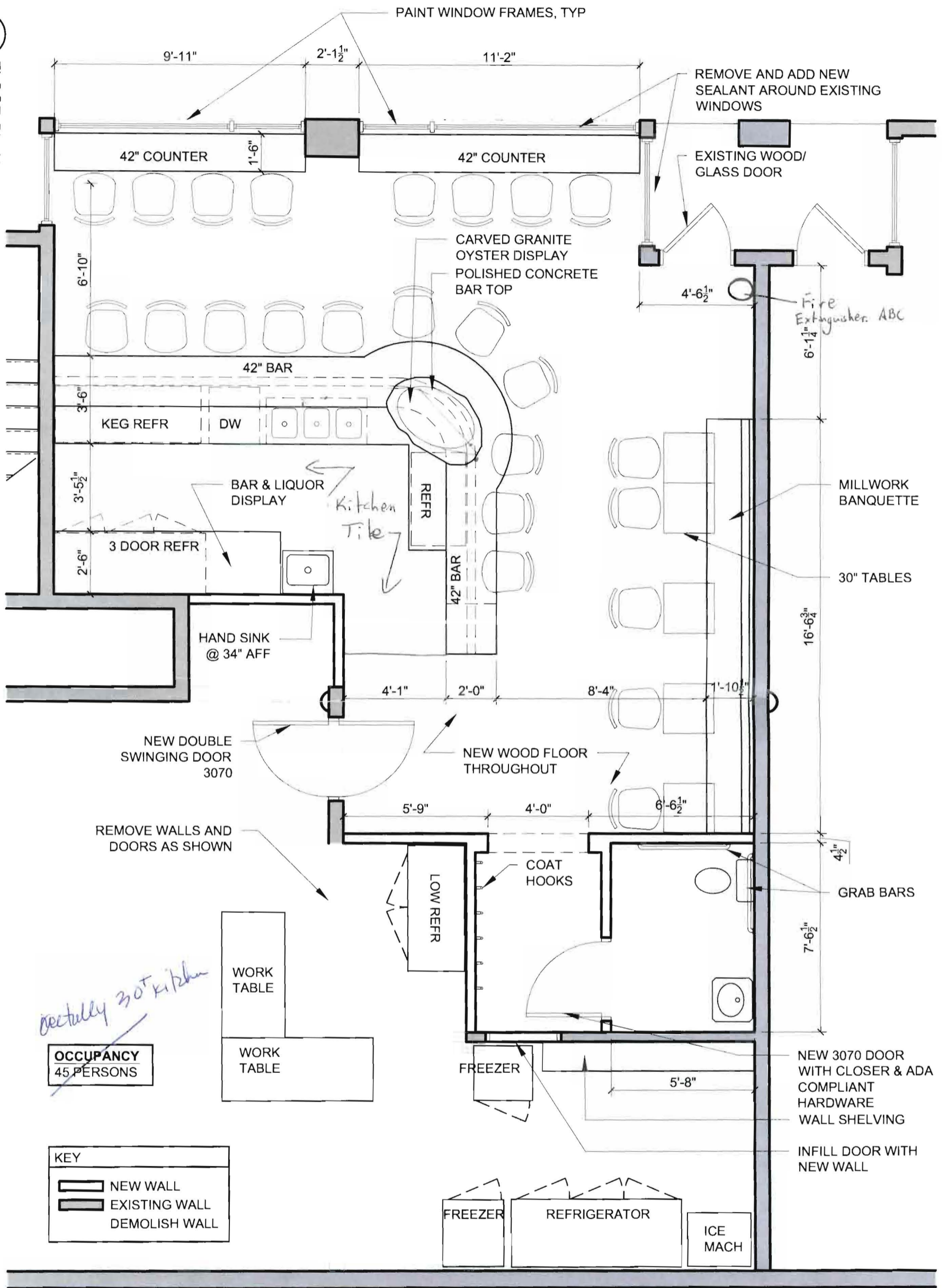
Exhibit B
(1)

Month / Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
Mar. 2012	\$193.33	\$143.33	\$50.00	\$50.00	\$9,856.67
April 2012	\$193.33	\$144.04	\$49.28	\$99.28	\$9,712.63
May 2012	\$193.33	\$144.76	\$48.56	\$147.85	\$9,567.86
June 2012	\$193.33	\$145.49	\$47.84	\$195.69	\$9,422.37
July 2012	\$193.33	\$146.22	\$47.11	\$242.80	\$9,276.16
Aug. 2012	\$193.33	\$146.95	\$46.38	\$289.18	\$9,129.21
Sept. 2012	\$193.33	\$147.68	\$45.65	\$334.82	\$8,981.53
Oct. 2012	\$193.33	\$148.42	\$44.91	\$379.73	\$8,833.11
Nov. 2012	\$193.33	\$149.16	\$44.17	\$423.90	\$8,683.95
Dec. 2012	\$193.33	\$149.91	\$43.42	\$467.32	\$8,534.04
Jan. 2013	\$193.33	\$150.66	\$42.67	\$509.99	\$8,383.38
Feb. 2013	\$193.33	\$151.41	\$41.92	\$551.90	\$8,231.97
Mar. 2013	\$193.33	\$152.17	\$41.16	\$593.06	\$8,079.80
April 2013	\$193.33	\$152.93	\$40.40	\$633.46	\$7,926.87
May 2013	\$193.33	\$153.69	\$39.63	\$673.10	\$7,773.18
June 2013	\$193.33	\$154.46	\$38.87	\$711.96	\$7,618.72
July 2013	\$193.33	\$155.23	\$38.09	\$750.06	\$7,463.48
Aug. 2013	\$193.33	\$156.01	\$37.32	\$787.37	\$7,307.47
Sept. 2013	\$193.33	\$156.79	\$36.54	\$823.91	\$7,150.68
Oct. 2013	\$193.33	\$157.57	\$35.75	\$859.67	\$6,993.11
Nov. 2013	\$193.33	\$158.36	\$34.97	\$894.63	\$6,834.74
Dec. 2013	\$193.33	\$159.15	\$34.17	\$928.80	\$6,675.59
Jan. 2014	\$193.33	\$159.95	\$33.38	\$962.18	\$6,515.64
Feb. 2014	\$193.33	\$160.75	\$32.58	\$994.76	\$6,354.89
Mar. 2014	\$193.33	\$161.55	\$31.77	\$1,026.54	\$6,193.33
April 2014	\$193.33	\$162.36	\$30.97	\$1,057.50	\$6,030.97
May 2014	\$193.33	\$163.17	\$30.15	\$1,087.66	\$5,867.80
June 2014	\$193.33	\$163.99	\$29.34	\$1,117.00	\$5,703.81
July 2014	\$193.33	\$164.81	\$28.52	\$1,145.51	\$5,539.00
Aug. 2014	\$193.33	\$165.63	\$27.70	\$1,173.21	\$5,373.37
Sept. 2014	\$193.33	\$166.46	\$26.87	\$1,200.08	\$5,206.91
Oct. 2014	\$193.33	\$167.29	\$26.03	\$1,226.11	\$5,039.61
Nov. 2014	\$193.33	\$168.13	\$25.20	\$1,251.31	\$4,871.48
Dec. 2014	\$193.33	\$168.97	\$24.36	\$1,275.67	\$4,702.51
Jan. 2015	\$193.33	\$169.82	\$23.51	\$1,299.18	\$4,532.70
Feb. 2015	\$193.33	\$170.66	\$22.66	\$1,321.84	\$4,362.03
Mar. 2015	\$193.33	\$171.52	\$21.81	\$1,343.65	\$4,190.52
April 2015	\$193.33	\$172.38	\$20.95	\$1,364.61	\$4,018.14
May 2015	\$193.33	\$173.24	\$20.09	\$1,384.70	\$3,844.90
June 2015	\$193.33	\$174.10	\$19.22	\$1,403.92	\$3,670.80
July 2015	\$193.33	\$174.97	\$18.35	\$1,422.27	\$3,495.83

Exhibit B
(2)

Aug. 2015	\$193.33	\$175.85	\$17.48	\$1,439.75	\$3,319.98
Sept. 2015	\$193.33	\$176.73	\$16.60	\$1,456.35	\$3,143.25
Oct. 2015	\$193.33	\$177.61	\$15.72	\$1,472.07	\$2,965.64
Nov. 2015	\$193.33	\$178.50	\$14.83	\$1,486.90	\$2,787.14
Dec. 2015	\$193.33	\$179.39	\$13.94	\$1,500.83	\$2,607.75
Jan. 2016	\$193.33	\$180.29	\$13.04	\$1,513.87	\$2,427.46
Feb. 2016	\$193.33	\$181.19	\$12.14	\$1,526.01	\$2,246.27
Mar. 2016	\$193.33	\$182.10	\$11.23	\$1,537.24	\$2,064.17
April 2016	\$193.33	\$183.01	\$10.32	\$1,547.56	\$1,881.16
May 2016	\$193.33	\$183.92	\$9.41	\$1,556.97	\$1,697.24
June 2016	\$193.33	\$184.84	\$8.49	\$1,565.45	\$1,512.40
July 2016	\$193.33	\$185.77	\$7.56	\$1,573.02	\$1,326.63
Aug. 2016	\$193.33	\$186.69	\$6.63	\$1,579.65	\$1,139.94
Sept. 2016	\$193.33	\$187.63	\$5.70	\$1,585.35	\$952.31
Oct. 2016	\$193.33	\$188.57	\$4.76	\$1,590.11	\$763.74
Nov. 2016	\$193.33	\$189.51	\$3.82	\$1,593.93	\$574.23
Dec. 2016	\$193.33	\$190.46	\$2.87	\$1,596.80	\$383.78
Jan. 2017	\$193.33	\$191.41	\$1.92	\$1,598.72	\$192.37
Feb. 2017	\$193.33	\$192.37	\$0.96	\$1,599.68	\$0.00

1 FLOOR PLAN
1/4" = 1'-0"



RECEIVED
MAR 13 2012
Dept. of Building Inspection
City of Portland

A1.1

ISSUED FOR PERMIT	PROJECT NO.	DATE	PROJECT NO.	DATE
	1203	8 MARCH 2012	1203	8 MARCH 2012
DRAWN BY:	CHECKED BY:	DRAWN BY:	CHECKED BY:	DRAWN BY:
DM	TST	DM	TST	DM
SCALE:	AS NOTED	SCALE:	AS NOTED	SCALE:
SHEET TITLE: FLOOR PLAN				

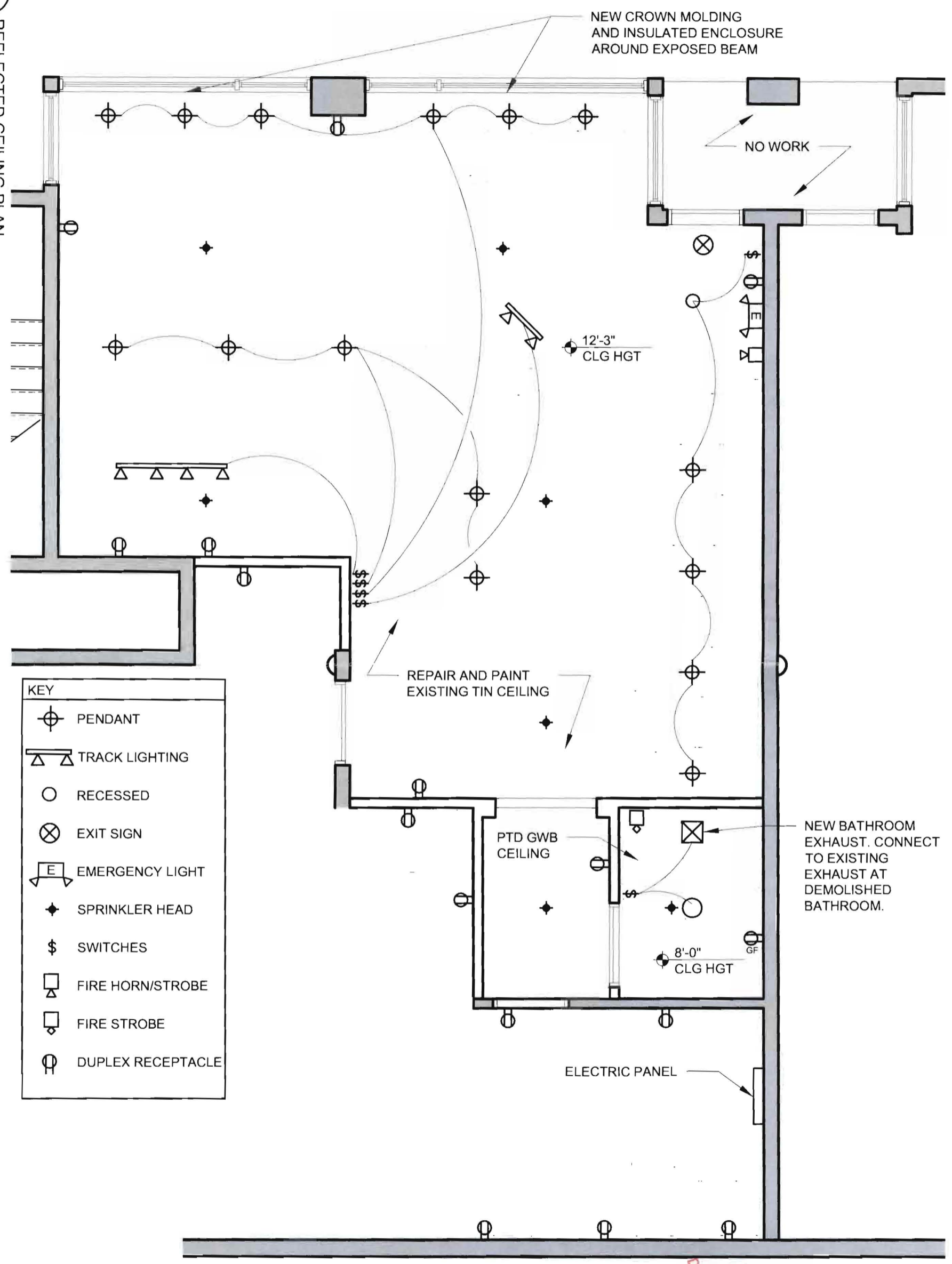
TFH ARCHITECTS
80 MIDDLE STREET
PORTLAND MAINE 04101
TELEPHONE 207 775 6141
ARCHITECTURE PLANNING

EVENTIDE OYSTER CO.
86 MIDDLE STREET
PORTLAND, MAINE

c 2012 TFH ARCHITECTS

REGISTERED ARCHITECT
SCOTT TEAS
No. 802
STATE OF MAINE

1 REFLECTED CEILING PLAN
1/4" = 1'-0"



KEY	
	PENDANT
	TRACK LIGHTING
	RECESSED
	EXIT SIGN
	EMERGENCY LIGHT
	SPRINKLER HEAD
	SWITCHES
	FIRE HORN/STROBE
	FIRE STROBE
	DUPLEX RECEPTACLE

RECEIVED
MAR 13 2012
Dept. of Building Inspection
City of Portland Maine

A1.2

ISSUED FOR PERMIT
DATE: 8 MARCH 2012
PROJECT No. 1203
DRAWN BY: DM
CHECKED BY: TST
SCALE: AS NOTED
SHEET TITLE:
REFLECTED
CEILING,
LIGHTING, AND
POWER

TFH ARCHITECTS
80 MIDDLE STREET
PORTLAND MAINE 04101
TELEPHONE 207 775 6141
ARCHITECTURE PLANNING

REVISIONS:

EVENTIDE OYSTER CO.
86 MIDDLE STREET
PORTLAND, MAINE

c 2012 TFH ARCHITECTS