

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

PERMIT SECTION

Permit Number: 080039

This is to certify that PARK WONBAE & IP BOG TS/TB
has permission to interior renovation of former ground floor office space to create 9 seat restaurant
AT 626 CONGRESS ST 039 A001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must
begin and when permission proce
before this building or structure
laid or completed in
24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. Craig Cass

Health Dept. _____

Appeal Board _____

Other _____

Department Name

PERMIT ISSUED

CITY OF PORTLAND

James Bonke 1/31/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 08-0039	Issue Date:	CBL: 039 A001001
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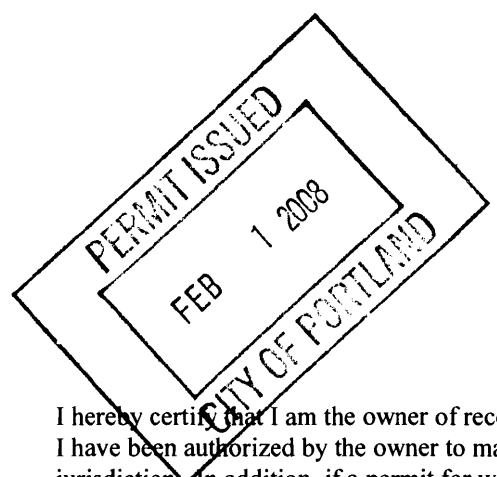
Location of Construction: 626 CONGRESS ST <i>called 630</i>	Owner Name: PARK WONBAE & IP BOON JTS	Owner Address: 626 CONGRESS ST	Phone:
Business Name:	Contractor Name: TBD	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: <i>B-3</i>

Past Use: Commercial - Office	Proposed Use: Commercial - Restaurant - Change of use from Commercial to Restaurant - interior renovation of former ground floor office space to create 39 seat restaurant	Permit Fee: \$545.00	Cost of Work: \$45,000.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>B</i> Type: <i>3B</i> <i>IBC-2003</i>	

Proposed Project Description: interior renovation of former ground floor office space to create 39 seat restaurant	Signature: <i>Gregory Chase</i>	Signature: <i>AMB 1/31/08</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) <i>restaurant use is a PAD use</i>		
Action: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: <i>[Signature]</i>		Date: <i>1/14/08</i>

Permit Taken By: Idobson	Date Applied For: 01/14/2008	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>1/14/08</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: <i>1/14/08</i>	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>
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CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection: Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

David A. Hill Signature of Applicant/Designee Date 2/1/2008
Jessie W. Johnson Signature of Inspections Official Date 2/1/2008

CBL: 039 A001

Building Permit #: 080039

City of Portland, Maine - Building or Use Permit

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

Permit No: 08-0039	Date Applied For: 01/14/2008	CBL: 039 A001001
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Location of Construction: 626 CONGRESS ST	Owner Name: PARK WONBAE & IP BOON JTS	Owner Address: 626 CONGRESS ST	Phone:
Business Name:	Contractor Name: TBD	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - Restaurant - Change of use from Commercial to Restaurant - interior renovation of former ground floor office space to create 39 seat restaurant	Proposed Project Description: interior renovation of former ground floor office space to create 39 seat restaurant
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 01/14/2008

Note: **Ok to Issue:**

- 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. Any change of use shall require a separate permit application for review and approval.
- 4) This property is located within a Pedestrian Activities District (PAD) that limits first floor uses to retail and restaurant like uses. Any future change of use shall meet the requirements listed within the PAD District.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 01/31/2008

Note: **Ok to Issue:**

- 1) Approval of license is subject to health inspections per the Food Code.
- 2) Separate permits are required for any electrical, plumbing, or HVAC and commercial kitchen hood systems. Separate plans may need to be submitted for approval as a part of this process.
- 3) New restaurant must meet the requirements of the City and State Food Codes
- 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Greg Cass **Approval Date:** 01/15/2007

Note: seperate permit required for hood **Ok to Issue:**

- 1) 2nd means of egress requires proper emergancy lighting. And shall terminate at a public way.



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 630 Congress Street		
Total Square Footage of Proposed Structure/Area 1,384 sf renovation	Square Footage of Lot 11,364 sf	
Tax Assessor's Chart, Block & Lot Chart# 39 Block# A Lot# 1	Applicant * <u>must be owner, Lessee or Buyer</u> * Name David Hill Address 958 Portland Road Scarborough, ME 04072 City, State & Zip	Telephone: 207-590-2576 \$415,000
Lessee/DBA (If Applicable) Happy Teriyaki Restaurant, Inc.	Owner (if different from Applicant) Name Wonbae Park Address 626 Congress Street City, State & Zip Portland, ME 04101	Cost Of Work: \$ -470.00 C of O Fee: \$ + 75.00 Total Fee: \$ 545.00
Current legal use (i.e. single family) <u>Vacant</u> If vacant, what was the previous use? <u>Office</u> Proposed Specific use: <u>Restaurant</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: Interior renovation of former ground floor office space to create 39-seat restaurant.		
Contractor's name: <u>Not yet known. TBD.</u> Address: _____ City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>David Hill</u> Telephone: <u>207-590-2576</u> Mailing address: <u>958 Portland Rd. Scarborough, ME 04072</u>		

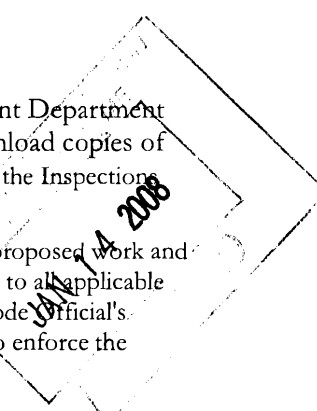
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

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: David Hill Date: January 10, 2008

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





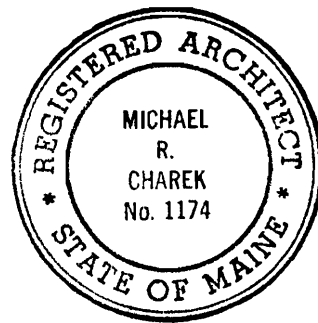
Accessibility Building Code Certificate

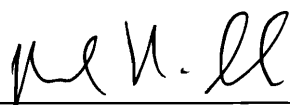
Designer: Michael Charek Architects

Address of Project: 630 Congress Street

Nature of Project: Happy Teriyaki Restaurant: Renovation
of existing first floor commercial
space.

To the best of my knowledge and belief,
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.



Signature: 

Title: Principal

Firm: Michael Charek Architects

Address: 25 Hartley Street
Portland, ME 04103

Phone: 207-761-0556

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

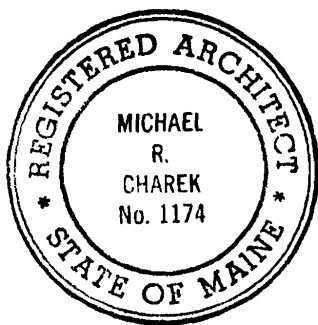
Date: January 10, 2008

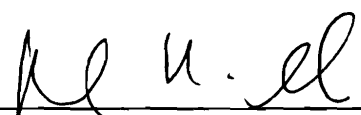
From: Michael Charek Architects

To the best of my knowledge and belief,
These plans and / or specifications covering construction work on:

Happy Teriyaki Restaurant -- Renovations to 1st floor space
at 630 Congress Street.

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: Michael Charek Architects

Address: 25 Hartley Street

Portland, ME 04103

Phone: 207-761-0556

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

LEASE

This Lease made this 08 day of JAN, 2008 and between **Won Bae Park and Ip Boon Park**, of 626 Congress Street, Portland, Maine (hereinafter designated as the “Landlord”), and **Sung Hui Hill and David S. Hill, individually**, and **Happy Teriyaki, Inc.**, a Maine business corporation with a principal place of business at **630 Congress Street, Portland, Maine**, (hereinafter designated as the “Tenant”);

WITNESSETH:

That Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant and Tenant hereby rents from Landlord the premises hereinafter described upon the terms and conditions hereinafter set forth.

1. Description

A. The building known as **630 Congress Street**, Portland, Maine, consisting of approximately 1500 square feet in restaurant area and 200 square feet of private office space (hereinafter called the “Leased Premises”).

B. The Leased Premises are subject to any and all zoning laws and ordinances, encumbrances, restrictions and easements relating to or affecting said Leased Premises and governmental regulations now or hereafter in effect with respect to the land and the buildings, and the usage to which either or both are put.

2. Fixtures, Machinery and Equipment

All fixtures, machinery and equipment which are used in connection with the operation and servicing of the building and any replacements thereof and any other items which are permanently affixed to the Leased Premises shall be the property of Landlord, whether owned by Landlord at the commencement of the term, subsequently purchased by Landlord, or purchased by Tenant in accordance with the provisions of this Lease. Trade fixtures, furniture, machinery and other equipment (except as noted above), which have been purchased and used by Tenant in the conduct of its business shall be the property of Tenant. If required by Landlord, Tenant shall, at no cost to Landlord, cause any of its said property to be removed at the expiration of the term and reasonably repair any damage to the Leased Premises caused by such removal.

3. Term

TO HAVE AND TO HOLD the Leased Premises for a term of two (2) years, commencing immediately upon issuance of a building permit from the City of Portland, and terminating at noon on the last day of the month twenty-four (24) months from said issuance of a building permit.

4. Option to Renew

At any time during the initial lease term, upon ninety (90) days notice to Landlord, Tenant may make a written request to Landlord to renew this Lease for one (1) renewal term of five (5) years, so long as Tenant agrees, upon exercising this option that Base Rent for the renewal period will be \$1,600.00 per month for the first two (2) years of the renewal period and \$1,700.00 per month for the third, fourth, and fifth years of the renewal period. Should Tenant exercise this option, all other terms of this lease shall remain in force and effect. This option to renew shall be exercisable only if the Tenant is not, and has not been at any time during the term of the Lease, in default of the Terms herein.

During the above-described first renewal term, Tenant may make a written request to Landlord to renew this Lease for one (1) additional renewal term of five (5) years, so long as Tenant agrees, upon exercising this option that Base Rent for the renewal period shall be market rent as agreed between Landlord and Tenant. This second renewal term shall be exercisable only if the Tenant is not, and has not been at any time during the term of the Lease or first renewal term, in default of the Terms herein.

5. Base Rent

A. Tenant shall pay, or cause to be paid, at Landlord's address as set forth in ¶19 herein, Base Rent to Landlord without any setoff or deduction whatsoever (except as may be otherwise herein expressly provided) and without any prior demand therefor, at such place as Landlord shall designate in writing from time to time of Eighteen Thousand Dollars (\$18,000.00) for each year of this Lease, payable in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) in advance on the first day of each calendar month during said first year.

Tenant shall be responsible for the payment of all personal property taxes assessed against fixtures, furnishings and equipment installed in or brought into the Leased Premises by Tenant. Landlord shall be responsible for the payment of all real estate taxes assessed against the Leased Premises on or before the date on which they are due and payable.

6. Security Deposit
Tenant agrees that it shall deliver to Landlord the sum of One Thousand Five Hundred (\$1,500.00) to Landlord simultaneously with Tenant's execution and delivery of this Lease. Landlord may at any time during the continuance of any Default of Tenant draw upon the security deposit, and apply same in payment of amounts owed hereunder by Tenant.

B. The Security Deposit shall be held and applied by the Landlord as set forth in this Lease. Landlord shall hold the Security Deposit until that date which is three (3)

months following the expiration or earlier termination of the Term as security for the performance of all of Tenant's obligations hereunder.

C. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have, to apply such Security Deposit, or any part thereof, to Landlord's damages arising from, or to cure, any Default of Tenant. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to restore the Security Deposit to its amount immediately prior to such application.

D. Landlord shall return the Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section, to Tenant on or before that date which is three (3) months following the expiration or earlier termination of the Term of this Lease and surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no Default of Tenant (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute a Default of Tenant).

E. Landlord shall have no obligation to pay interest on the Security Deposit and may commingle the same with Landlord's other funds.

F. If Landlord assigns Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to Landlord's assignee, and, if so turned over, Tenant agrees to look solely to such assignee for proper application of the Security Deposit.

G. The Holder of a Mortgage shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been received in hand by such Holder.

7. Utilities and Heat

Tenant agrees to pay all charges for electricity, gas, water, telephone, and other utilities furnished to the Leased Premises. Landlord shall purchase, install, and maintain air conditioning on the Leased Premises. Tenant shall purchase, install, and maintain a separate hot water tank. Landlord shall cause to be installed a separate gas meter and a separate water meter for Tenant's exclusive use. Landlord shall be responsible for the costs of supplying central heat for the Leased Premises.

Tenant shall be responsible for any utility extensions from meters into and throughout the Leased Premises as may be required by local or state law, rule or ordinance.

Tenant shall make all reasonable efforts to conserve heat.

8. Use of Leased Premises

Tenant shall use and occupy the Leased Premises for the purposes of maintaining and operating an Asian cuisine restaurant, and no other use shall be permitted without the prior written consent of Landlord, at its sole discretion.

Landlord shall provide three (3) parking spaces to Tenant, which shall be made available to Tenant during business hours. Tenant is prohibited from using for overnight or storm parking any parking space made available by Landlord.

No smoking is permitted inside the Leased Premises.

No Pets are permitted inside the Leased Premises.

9. Assignment, Subletting

Tenant shall not mortgage, encumber, pledge, sell, assign, sublet, or otherwise transfer its interest in this Lease, without obtaining in each case Landlord's prior written consent, at Landlord's sole discretion. From and after the execution and delivery of any assignment or transfer, each subsequent Tenant and each such assignee shall be and remain primarily liable jointly and severally with the original Tenant named as such in this Lease for the payment of Rent and for the due performance of all the obligations, terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the balance of the Term of this Lease and the obligation of such original Tenant under this Lease shall continue in full force and effect as the obligation of a principal and not as a guarantor or surety. No assignment or transfer shall be binding upon Landlord or any mortgagee, unless the assignee, transferee or Tenant shall deliver to Landlord an instrument in recordable form which contains a covenant or assumption by the assignee or transferee (but not a subtenant) running to Landlord and all persons claiming by, through or under Landlord or Tenant's obligations under the Lease, but the failure or refusal of the assignee or transferee to execute such instrument or assumption shall not release or discharge the assignee or transferee from its liability as Tenant hereunder. No consent to any sale, assignment, transfer or subletting which may be given by Landlord, shall constitute a waiver by Landlord of the provisions of this section, or a release of Tenant from the full performance by it of the covenants on the part of Tenant herein contained for the balance of the Term of this Lease; and no consent given by Landlord to any sale, assignment, transfer or subletting shall relieve Tenant of its obligations to obtain the written consent of Landlord to any subsequent sale, assignment, transfer or subletting if such consent is required under the provisions of this section.

10. Maintenance, Repair, and Replacement

A. The Tenant shall maintain the interior of the Leased Premises and all fixtures and equipment therein in as good order, repair and condition as the same are in at the commencement of the term hereof, or may be put in thereafter, including maintenance of all heating, hot water and plumbing equipment and the like located in the Leased Premises, as well as all electrical, gas and other utility systems, reasonable use, wear and tear and damage by fire or unavoidable casualty excepted. The Tenant shall keep all

glass, including that in windows and doors, in whole and in good condition, and replace any glass which may be damaged or broken with glass of the same quality, unless such damage or breakage shall be due to casualty insured against as elsewhere herein provided. The Tenant shall not damage, overload or deface the Leased Premises, or make or permit any use thereof which is improper, offensive or contrary to law or to any ordinance, rule or regulation from time to time established by any public authority, or likely to invalidate any insurance on the building. If any of the activities of the Tenant in the Leased Premises shall cause an increase in any insurance premium payable by the Landlord, the Tenant shall pay such increase to the Landlord or promptly eliminate the cause of the increase to the extent caused by the activities of the Tenant. The Tenant shall conform to all reasonable requirements by the Landlord for the use and care of the buildings, their facilities and equipment and the approaches thereto and shall keep the Leased Premises equipped with all safety devices required by any rule, law, ordinance, order or regulation because of the nature of its use of the Leased Premises. The Tenant shall, within a reasonable time after notice in writing by the Landlord of non-compliance therewith, take such steps as may be necessary to so comply with such rule, law, ordinance, order or regulation.

B. Tenant is responsible for purchase and replacement of all lightbulbs at the Leased Premises.

C. Tenant further agrees at its expense to keep the Leased Premises in a sanitary and safe condition in accordance with all applicable laws, ordinances, orders, directions, rules or regulations of any public authority, or governmental agency having jurisdiction, and of any insurer of the New England Fire Insurance Rating Bureau or similar agency.

D. Tenant shall, at its expense, be responsible for the daily removal of Tenant's rubbish and waste and all cleaning of the premises. Tenant shall be responsible for payment for its pro rata share of any and all weekly dumpster expenses.

E. Tenant acknowledges that the Landlord shall maintain all driveways, parking areas and landscaping, including keeping the same free of snow and ice. Tenant shall, at its expense, keep all steps and the sidewalk surrounding the Leased Premises cleared and free of ice and snow.

F. Tenant acknowledges that the Landlord shall maintain the structural integrity and the appearance of the exterior of the building in which the Leased Premises are located.

G. The Landlord shall be responsible for payment of all costs of repairs and replacements to all heating and air conditioning equipment. Tenant shall be responsible for payment of all costs of repairs and replacements to all hot water and plumbing equipment as well as to all electrical, gas and other utility systems located in or serving the Leased Premises, provided, however, that all such repairs and replacements are made with the prior approval of Landlord, at its sole discretion.

11. Alterations or Additions

A. The Tenant shall make no structural alterations, additions, installations, changes and improvements to the Leased Premises without the Landlord's prior written consent having first been obtained, which consent shall not be unreasonably withheld. Any alteration, addition, installation, change or improvement by Tenant shall be performed at the sole risk, cost and expense of Tenant in a good and workmanlike manner, so as not to weaken or impair the structure of the Leased Premises or otherwise reduce the value of the Building or improvements and shall comply with and conform to all requirements, rules, regulations, laws and ordinances of all legally constituted authorities relating thereto, and shall, if of a structural nature or if permanently affixed to the building, be and become part of the realty and the sole and absolute property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or other termination of this Lease.

B. Tenant shall purchase, install, and maintain in good working condition at all times an exhaust hood approved by the Maine State Fire Marshall to be vented through the roof of the Leased Premises. Purchase, installation, and operation shall, at all times, comply with all applicable local, state, and federal rules, regulations, ordinances and laws.

C. Tenant explicitly agrees to pay for all fit-up expenses of the Leased Premises.

D. The Tenant covenants and agrees to indemnify and save Landlord harmless of and from any and all mechanics' liens or claims which may arise as a result of or in connection with any alteration, addition or improvement constructed or placed upon the Leased Premises by the Tenant and to cause to be discharged from the record forthwith upon request of the Landlord any notice of contract or mechanics' lien filed by any person furnishing labor or materials in connection therewith.

12. Mortgage of Building and Underlying Land; Estoppel Certificate

A. The rights and interest of Tenant under this Lease shall be subject and subordinate to any present mortgage or mortgages upon the Leased Premises of any property of which the Leased Premises are a part, and to any and all advances to be made thereunder, and to the interest thereon, unless the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under this Lease priority to the mortgage(s), in which event the rights and interest of Tenant hereunder shall have priority over any such present mortgage or mortgages. The rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, said mortgage or mortgages, irrespective of the time of execution or time of recording of any such mortgage or mortgages. Tenant agrees that it will, upon written request of Landlord, execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination or priority. The word "mortgage" as used herein

includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. The rights and interest of Tenant under this lease shall be subject and subordinate to any future mortgage or mortgages upon the Leased Premises on any property of which the Leased Premises are in part and to any and all advances to be made thereunder and to the interest thereon provided that the subordination of the Lease is conditioned upon the holder of any such mortgage entering into an agreement with Tenant that in the event of foreclosure or other right asserted under the mortgage by the holder or any assignee thereof, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease, provided Tenant shall agree that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, it will recognize said mortgagee or person as its Landlord under the terms and provisions of this Lease.

B. Tenant shall, without charge at any time and from time to time, within ten (10) days after written request by Landlord's mortgagee(s) or proposed mortgagee(s) certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, or any proposed mortgagee:

(i) That this Lease is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);

(ii) Whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and

(iii) The dates, if any, to which the Annual Fixed Rent and other charges hereunder have been paid in advance.

Tenant's failure to comply with the foregoing provisions shall, at Landlord's option, constitute a default of the Lease by Tenant.

13. Indemnification; Insurance

Except as qualified by other provisions of this Lease, and except to the extent caused by any act or omission of Landlord or persons for whose conduct Landlord is responsible, Tenant shall indemnify and hold harmless the Landlord from and against any and all fines, suits, claims, actions and reasonable costs and expenses of any kind or nature, including Landlord's reasonable attorneys' fees, due to or arising out of (a) any breach of any covenant, condition or agreement in this Lease set forth or contained on the part of Tenant to be fulfilled, kept, observed, and performed and/or (b) any damage to property occasioned by Tenant's use and occupancy of the Leased Premises and/or (c) any injury, loss, and/or damage to person or persons, including death,

resulting at any time therefrom, or to property, occurring in or about the Leased Premises, or on the sidewalks, roadways and parking areas and other facilities adjacent or otherwise appurtenant thereto on account of or based upon the negligence of the Tenant or other persons for whose conduct the Tenant is legally responsible. If the Tenant be required to defend any action or proceeding pursuant to this section to which action or proceeding Landlord involuntarily is made a party, Landlord shall be entitled to appear, defend or otherwise take part in the matter involved, by counsel of Landlord's own choosing, provided such action by Landlord does not limit or make void any liability of any insurer of Landlord or Tenant hereunder in respect to the claim or matter in question. Tenant shall at its expense provide and keep in force at all times during the Term of the Lease or such further time as Tenant may be in occupancy hereunder, by separate policies or a blanket policy covering other locations, comprehensive general liability insurance in which Landlord shall be named as an additional assured with the minimum limitation of liability in respect to bodily injury of \$1,000,000 for each person and \$2,000,000 for each occurrence, and in respect to property damage of \$250,000 for each occurrence. Such policies shall be issued by insurance companies qualified to do business in Maine, and in good standing therein, and shall provide to the extent obtainable, for at least ten (10) days' notice to each assured before cancellation and shall contain such standard waiver of subrogation clauses as Landlord shall request; and such policies, or certificates thereof, shall be delivered promptly to the Landlord prior to the occupancy of the premises and thereafter, each time such policy is issued, renewed or amended.

All machinery, equipment, furniture, merchandise and other property of every kind and nature which may be on or brought upon the Leased Premises by Tenant, or anyone holding under Tenant, shall be at the sole risk and hazard of Tenant, or anyone holding under the Tenant.

Landlord will pay for fire and extended coverage casualty insurance on the Leased Premises at Landlord's expense.

14. Damage or Destruction by Fire or Other Casualty

Should the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. If any fire or casualty, or taking shall occur which damages the Leased Premises, a just and proportionate abatement of rent shall be made and the Tenant may elect to terminate this Lease if:

A. The Landlord fails to give written notice within thirty (30) days of intention to restore the Leased Premises, or

B. The Landlord fails to commence and to diligently prosecute restoration of the Leased Premises after giving of such written notice, or fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

15. Damage by Taking

If the Leased Premises, or any portion thereof be taken, damaged or destroyed for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or be sold to the condemning authority under threat of condemnation Landlord reserves, and Tenant hereby assigns to Landlord, all rights to damages accruing on account of any taking, destruction or damage to the Leased Premises, or the leasehold hereby created by eminent domain or otherwise on account of any act of or pursuant to public authority or for public use. Tenant shall execute and deliver to Landlord such confirmatory instruments of this assignment as Landlord may from time to time request. There is not included in the within reservation and assignment any damages payable for trade fixtures, or furniture, or equipment or other personal property of Tenant installed by Tenant or for Tenant at its own cost and expense, and for moving expenses, and Tenant or persons claiming under Tenant shall have the right to recover from the taking authority, such compensation as may be separately awarded therefor.

16. Tenant's Other Covenants

Except as qualified by other provisions of this Lease, Tenant hereby covenants during the Term of the Lease, and for such further time as Tenant holds any part of the Leased Premises:

- A. To conform to all reasonable rules made by the Landlord or for the care and use of the Leased Area, to the extent made known to Tenant in writing.
- B. Not to injure, overload or deface the Leased Premises nor permit on said Leased Premises any nuisance, nor permit any use of said Leased Premises inconsistent with the provisions of this Lease.
- C. Not to permit or commit any waste.
- D. To permit the Landlord and the Landlord's authorized agents to enter upon the Leased Premises at reasonable times and upon reasonable prior notice (or at any time without notice when such entry shall be required by circumstances of emergency) to examine the Leased Premises and to cause any repairs to be made pursuant to this Lease, and, at the Tenant's expense, to remove any alterations, additions, or the like, not consented to, if consent is required under the Terms hereof.
- E. To procure any licenses and permits required by any use of the said Leased Premises made by the Tenant, including the obtaining of sign permits.
- F. Not to permit any employees or visitors of the Tenant to violate any covenant or obligation of the Tenant hereunder.
- G. At the termination of this Lease to remove the Tenant's goods and effects and peaceably to yield up said Leased Premises and all replacements and all additions, alterations and improvements thereto which are of a structural nature or which are permanently affixed to the Leased Premises clean and in good order, repair and condition, damage by fire or other casualty, ordinary use and wear excepted.

17. Default by Tenant

If the Tenant neglects or fails to pay the rent herein reserved or any part thereof when due and payable, as herein provided, or if the Tenant neglects or fails to perform or observe any of the other covenants, agreements or provisions contained in this Lease which, on the Tenant's part, are to be performed or observed, and such neglect or failure to pay rent or any part thereof, shall continue for ten (10) days, or any default in the observance or performance of the other covenants, agreements or provisions shall continue for thirty (30) days after written notice given by the Landlord to the Tenant, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy, or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a court of competent jurisdiction, or if the Tenant shall be declared bankrupt or insolvent according to law, and in any of said cases, the Landlord may immediately, or at any time thereafter, and without demand or notice enter upon the Leased Premises, or any part thereof, in the name of the whole and repossesses the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant and remove their effects, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such reentry and declaration this Lease shall terminate; and the Tenant covenants that, in cause of such termination, the Tenant will pay to the Landlord a sum equal to the amount by which the aggregate rental for the remainder of the Term of the Lease shall exceed the fair rental value of the Leased Premises for the remainder of said Term of the Lease. And in addition thereto, the Tenant covenants that it will indemnify the Landlord during the remainder of the Term of the Lease against all loss and damage suffered by reason of such termination and will pay to the Landlord, from time to time on demand, any sum or sums which would have accrued and been payable under the terms hereof had this Lease continued in force, less such amount actually paid to the Landlord as compensation as hereinbefore provided, if any, and less such amounts as the Landlord shall have actually realized from the Leased Premises.

18. Rights Cumulative; Non-Waiver

It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits or of any other rights, remedies and benefits allowed by law. No waiver by Landlord or Tenant of any breach by the other of any of its obligations, agreements or covenants hereunder shall operate as a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Landlord or Tenant to seek a remedy for any breach by the other be a waiver of either's rights and remedies with respect to such or any subsequent breach.

19. Landlord's Covenant of Quiet Enjoyment

The Landlord covenants that, subject to the terms and provisions hereof and so long as the Tenant shall faithfully perform its undertakings hereunder and the terms, covenants and conditions hereof, including payment of Base Rent, additional rent and other charges, the Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term of the Lease without hindrance or ejection by Landlord.

20. Notices

Any notice from the Landlord to the Tenant relating to the Leased Premises or the occupancy thereof or the termination of this Lease shall be deemed duly served if a writing is sent by certified mail addressed to:

Sung Hui Hill and David S. Hill
630 Congress Street
Portland, ME

or such other address as Tenant may hereinafter designate in writing. Any notice from the Tenant to the Landlord shall be deemed duly served if a writing is sent by certified mail to:

Won Bae Park and Ip Boon Park
626 Congress Street
Portland, ME

or such other address as Landlord may hereinafter designate in writing, with a copy to:

Jonathan L. Goldberg, Esquire
MittelAsen, LLC
P. O. Box 427
Portland, ME 04112-0427

21. Miscellaneous Provisions

A. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

C. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease and covenants to hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to Tenant's dealings in connection with this Lease or the negotiation thereof.

D. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the annual rate of 18% from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

E. The terms "Landlord" and "Tenant" wherever used herein shall include, and all of the provisions hereof shall bind and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the respective parties hereto. The use of the

neuter pronoun in reference to Landlord or Tenant shall be deemed to mean the appropriate pronoun applicable to the number or gender of the person to whom or which it refers, as the context may require.

EXECUTED under seal as of the day and year first above written.

HAPPY TERIYAKI, INC.

By: Sung Hui Hill
Sung Hui Hill
Its President

Sung Hui Hill
Sung Hui Hill, Individually

By: David S. Hill
David S. Hill
Its Treasurer

David S. Hill
David S. Hill, Individually

Won Bae Park
Won Bae Park

Ip Boon Park
Ip Boon Park



Certificate of Design Application

From Designer: Michael Charek Architects
 Date: January 10, 2008
 Job Name: Happy Teriyaki Restaurant
 Address of Construction: 630 Congress Street

To my best belief, **2003 International Building Code**
 Construction project was designed to the building code criteria listed below:

Building Code & Year IBC 2003 Use Group Classification (s) B (less than 50 occupants)
 Type of Construction III-B
 Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC No
 Is the Structure mixed use? Yes If yes, separated or non separated or non separated (section 302.3) Non separated
 Supervisory alarm System? No Geotechnical/Soils report required? (See Section 1802.2) No

Structural Design Calculations

N/A Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
<u>N/A</u>	<u>N/A</u>
↓	↓

Wind loads (1603.1.4, 1609)

N/A Design option utilized (1609.1.1, 1609.6)
 Basic wind speed (1809.3)
 Building category and wind importance Factor, I_w
 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)

Earth design data (1603.1.5, 1614-1623)

N/A Design option utilized (1614.1)
 Seismic use group ("Category")
 Spectral response coefficients, S_D & S_{D1} (1615.1)
 Site class (1615.1.5)

N/A Live load reduction
 Roof live loads (1603.1.2, 1607.1.1)
 Roof snow loads (1603.7.3, 1608)
 Ground snow load, P_g (1608.2)
 If $P_g > 10$ psf, flat-roof snow load, P_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 , and
 deflection amplification factor, C_d (1617.6.2)
 Analysis procedure (1616.6, 1617.5)
 Design base shear (1617.4, 1617.5.3)
Flood loads (1803.1.6, 1612)
N/A Flood Hazard area (1612.3)
 Elevation of structure
Other loads
N/A 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)

REF 39A1

GENERAL NOTES

- BEFORE BEGINNING WORK AT THE SITE, AND THROUGHOUT THE COURSE OF THE WORK, INSPECT AND VERIFY THE LOCATION AND CONDITION OF EVERY ITEM AFFECTED BY THE WORK UNDER THIS CONTRACT AND REPORT DISCREPANCIES TO ARCHITECT BEFORE BEGINNING WORK RELATED TO THAT BEING INSPECTED.
- THE ARCHITECTURAL DRAWINGS SHOW PRINCIPAL AREAS WHERE WORK MUST BE ACCOMPLISHED UNDER THIS CONTRACT. INCIDENTAL WORK MAY ALSO BE NECESSARY IN AREAS NOT SHOWN ON THE ARCHITECTURAL DRAWINGS DUE TO CHANGES AFFECTING EXISTING MECHANICAL, ELECTRICAL, PLUMBING, OR OTHER SYSTEMS. SUCH INCIDENTAL WORK IS ALSO PART OF THIS CONTRACT. INSPECT THOSE AREAS, ASCERTAIN WORK NEEDED, AND DO THAT WORK IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS, AT NO ADDITIONAL COST.
- DO NOT DRILL OR CUT EXISTING FLOOR JOISTS, BEAMS, COLUMNS, OR OTHER STRUCTURAL MEMBERS UNLESS SPECIFICALLY INDICATED.
- PROTECT EXISTING WORK TO REMAIN FROM DAMAGE.
- REPAIR, PATCH, AND FINISH, OR REFINISH AS APPLICABLE, TO MATCH ADJACENT EXISTING FINISHES. THOSE EXISTING SURFACES DAMAGED OR NEWLY EXPOSED DURING PERFORMANCE OF THE WORK.
- EXCEPT IN SPACES WHERE NO WORK UNDER THIS CONTRACT IS REQUIRED, ENCLOSE EXISTING AND NEW CONDUITS, DUCTS, PIPES, AND SIMILAR ITEMS IN FURRING WHERE SUCH ITEMS PASS THROUGH FINISHED SPACES WHETHER OR NOT FURRING IS INDICATED. INSULATE IN UNHEATED SPACES.
- WHERE CONDUITS, WIRES, PIPES, AND SIMILAR ITEMS ARE TO BE INSTALLED IN EXISTING WALLS OR PARTITIONS, NEATLY CHASE THE WALLS OR PARTITIONS, INSTALL THE ITEMS, AND PATCH THE WALLS OR PARTITIONS TO MAKE THE INSTALLATION NOT DISCERNIBLE IN THE FINISHED WORK.
- WHERE "MATCH EXISTING" IS INDICATED, NEW CONSTRUCTION OR FINISHES, AS APPROPRIATE TO THE NOTE, SHALL MATCH THE EXISTING IN EVERY PARTICULAR.
- DIMENSIONS ARE TO FINISH SURFACE AND TO OPENING CENTERLINE UNLESS NOTED OTHERWISE.

MECHANICAL SYSTEMS NOTES

- PROVIDE ADDITIONS AND MODIFICATIONS TO EXISTING HVAC SYSTEM TO PROVIDE ADEQUATE HEAT, COOLING, AND VENTILATION TO RENOVATED SPACES.
- SUBMIT DESIGN PLANS TO LOCAL AUTHORITIES AS REQUIRED.

PLUMBING SYSTEMS NOTES

- PROVIDE ADDITIONS AND MODIFICATIONS TO EXISTING HVAC SYSTEM TO PROVIDE ADEQUATE HEAT, COOLING, AND VENTILATION TO RENOVATED SPACES.
- SUBMIT DESIGN PLANS TO LOCAL AUTHORITIES AS REQUIRED.

LIFE SAFETY SYSTEM NOTES

- PROVIDE NEW EXIT SIGNS, AND EMERGENCY LIGHTING AS INDICATED.

ELECTRICAL SYSTEMS NOTES

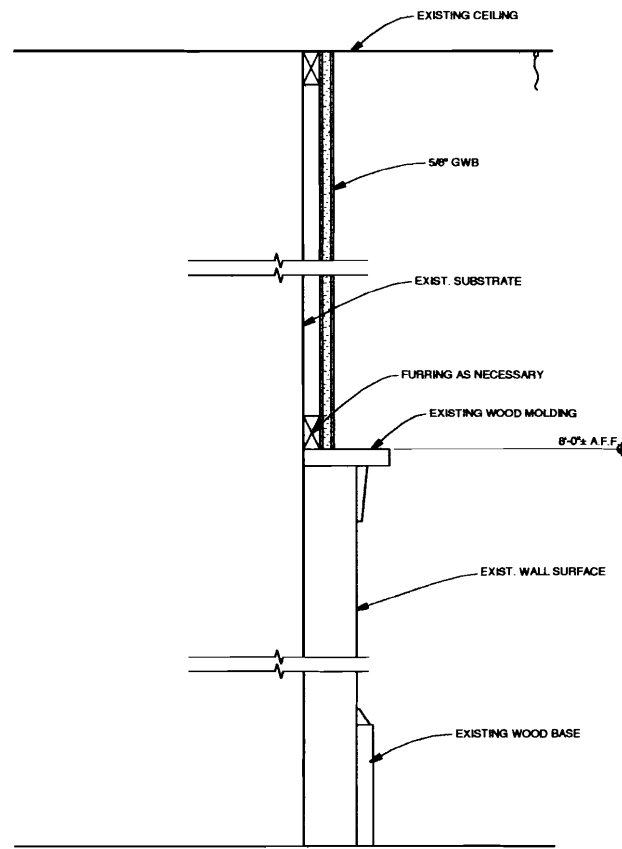
- PROVIDE MODIFICATIONS TO ELECTRICAL SYSTEM AS NEEDED IN RENOVATED SPACES.
- RELOCATE EXISTING LIGHT FIXTURES AND PROVIDE NEW FIXTURES TO MATCH EXISTING TO PROVIDE ADEQUATE LIGHTING TO RENOVATED SPACES.
- PROVIDE POWER TO NEW KITCHEN EQUIPMENT AND CONVENIENCE RECEPTACLES PER TENANT REQUIREMENTS.
- EXISTING POWER OUTLETS TO REMAIN WHERE NOT AFFECTED BY CONSTRUCTION.
- TELEPHONE AND DATA WIRING TO BE BY TENANTS VENDOR.
- SUBMIT DESIGN PLANS TO LOCAL AUTHORITIES AS REQUIRED.

KITCHEN EQUIPMENT NOTES

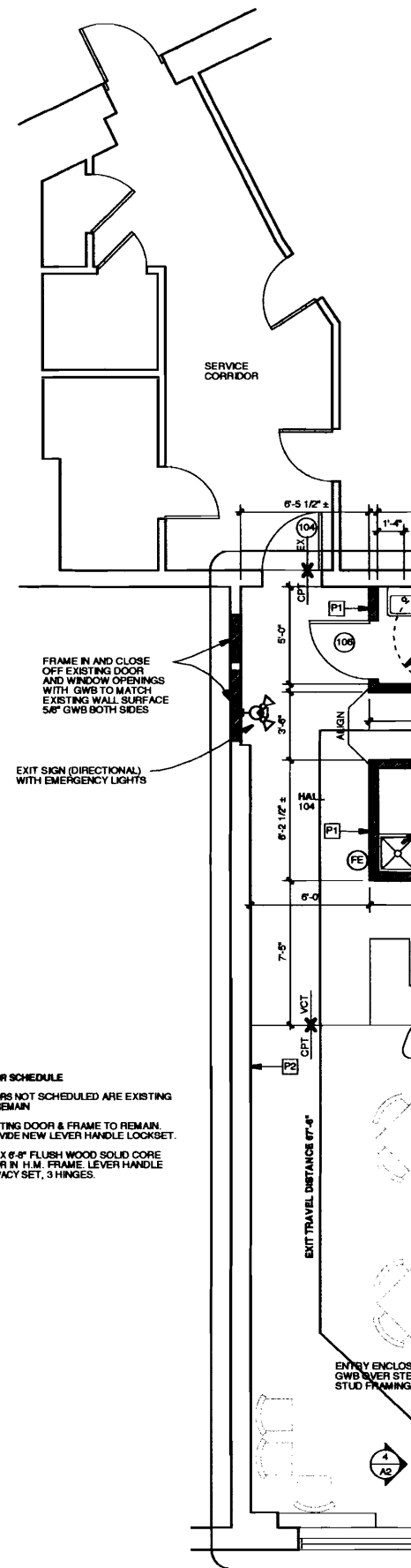
- KITCHEN EQUIPMENT INCLUDING HOOD TO BE BY TENANT.
- SUBMIT DESIGN PLANS TO LOCAL AUTHORITIES AS REQUIRED.

FINISH NOTES

- FINISH MATERIALS AS SCHEDULED BELOW, IN COLORS AS SELECTED BY TENANT:
 - CEILING: ENTRY 101, DINING 102, HALL 104: EXISTING CEILING TO REMAIN. KITCHEN 103, HALL 105, TOILET 106, TOILET 107: NEW SUSPENDED CEILING 2 X 4 FLAT TILE. MATCH EXISTING. HEIGHTS: 8'-0" IN TOILET 106 AND TOILET 107, 9'-0" IN HALL 105, 10'-0" IN KITCHEN 103.
 - WALLS: GWB, EXISTING - PATCH AND PAINT SURFACES AFFECTED BY CONSTRUCTION. WALL: GWB, NEW - PAINT.
 - DOOR FRAMES, NEW: HOLLOW METAL, PAINTED.
 - DOORS, NEW: PAINTED FINISH. MATCH EXISTING.
 - BASE: 4" VINYL COVE BASE AT NEW PARTITIONS IN NEW ROOMS. WOOD BASE TO MATCH EXISTING IN ENTRY 101, DINING 102, HALL 104.
 - FLOOR: ENTRY 101: QUARRY TILE TO MATCH EXISTING OVER 3/4" PLYWOOD SUBFLOOR. KITCHEN 103: NEW 6" X 6" QUARRY TILE OVER 3/4" PLYWOOD SUBFLOOR. DINING 103, HALL 104: CARPET. HALL 105, TOILET 106, TOILET 107: VCT.
- FURNITURE SHOWN ON PLAN IS BY TENANT



3 PARTITION TYPE P2
SCALE: 3" = 1'-0"



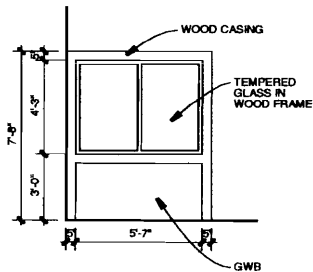
DOOR SCHEDULE

- DOORS NOT SCHEDULED ARE EXISTING TO REMAIN.
- (104) EXISTING DOOR & FRAME TO REMAIN. PROVIDE NEW LEVER HANDLE LOCKSET.
- (106/107) 3'-0" X 6'-8" FLUSH WOOD SOLID CORE DOOR IN H.M. FRAME. LEVER HANDLE PRIVACY SET, 3 HINGES.

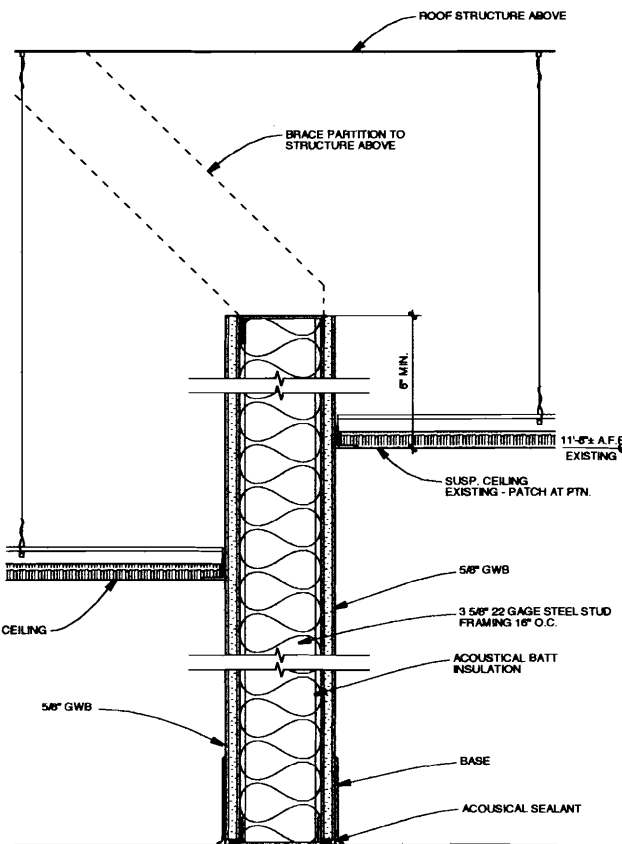
(104)
(106/107)

PARTITIONS/WALLS KEY
 EXISTING TO REMAIN
 NEW PARTITION/WALL

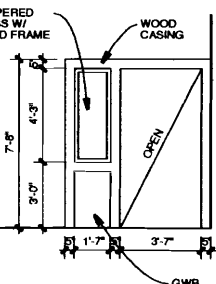
1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



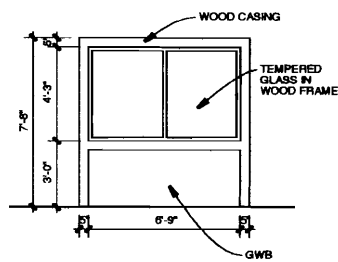
6 ELEVATION
SCALE: 1/4" = 1'-0"



2 PARTITION TYPE P1
SCALE: 3" = 1'-0"



4 ELEVATION
SCALE: 1/4" = 1'-0"



5 ELEVATION
SCALE: 1/4" = 1'-0"

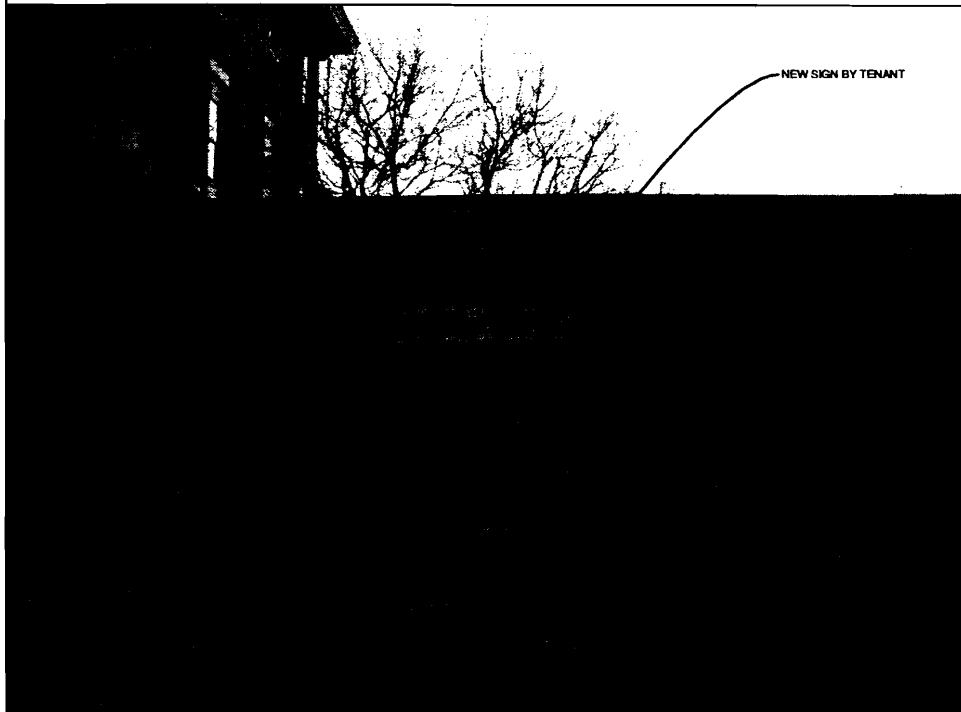


IBC 2003 CODE DATA

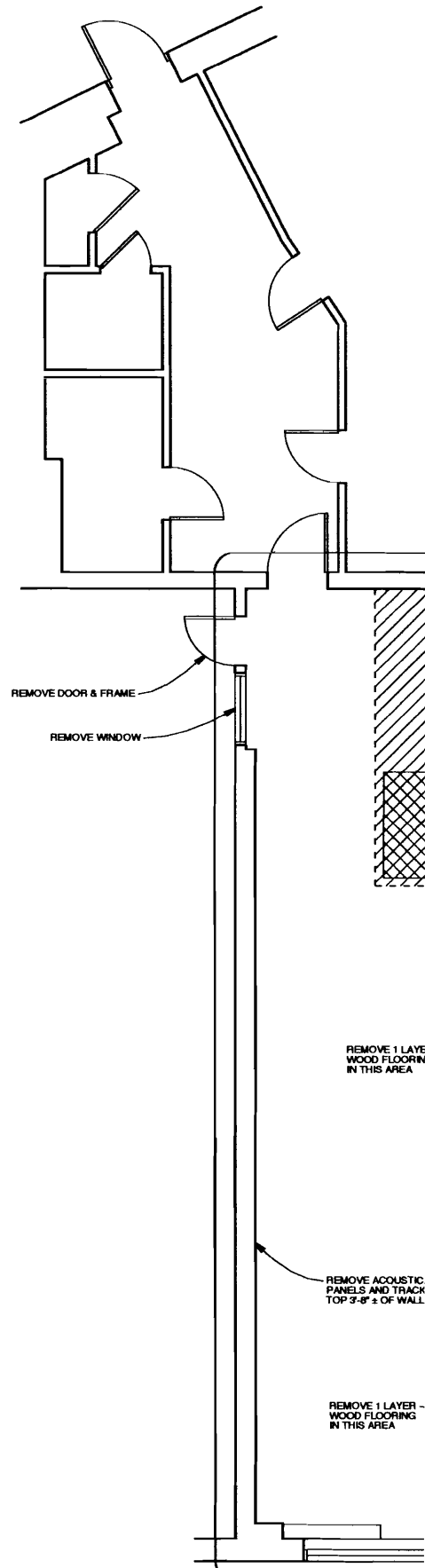
GROUND FLOOR AREA	7,900 SF		
TOTAL BUILDING AREA	11,200 SF		
NUMBER OF STORIES	3 STORIES		
TYPE OF CONSTRUCTION - TABLE 601	III-B		
USE AND OCCUPANCY CLASSIFICATION - SECTION 904.1	MERCANTILE M	BUSINESS B	RESIDENTIAL R-2
AREA OF EACH USE	5,480 SF	2,410 SF	3,300 SF
BUILDING HEIGHT LIMITATION - TABLE 503	4 STORIES	4 STORIES	3 STORIES
BUILDING AREA LIMITATION PER FLOOR - TABLE 503	12,500 SF	18,900 SF	16,000 SF
AREA UNDER CONSIDERATION (SEE NOTES)	N/A	1,384 SF	N/A
OCCUPANT LOAD (SEE NOTES)	N/A	48	N/A
MAX. EXIT TRAVEL DISTANCE - TABLE 1015.1	N/A	200 FEET	N/A
ACTUAL EXIT TRAVEL DISTANCE	N/A	67 FEET	N/A
MINIMUM NUMBER OF EXITS - TABLE 1018.2	N/A	1	N/A
FIRE RESISTANT CONSTRUCTION:			
FIRE WALLS AND PARTY WALLS	N/A	N/A	N/A
STAIR ENCLOSURES	N/A	N/A	N/A
SHAFTS	N/A	N/A	N/A
EXIT ACCESS CORRIDORS	N/A	N/A	N/A
INTERIOR LOAD BEARING WALLS	N/A	N/A	N/A
STRUCTURAL MEMBER SUPPORTING WALLS	N/A	N/A	N/A
FLOOR CONSTRUCTION	N/A	N/A	N/A
ROOF CONSTRUCTION	N/A	N/A	N/A
INCIDENTAL SPACES	N/A	N/A	N/A
ACCESSORY USE	N/A	N/A	N/A
FIRE EXTINGUISHERS	N/A	AS SHOWN	N/A
NOTES	1. UNSEPARATED MIXED USE 2. AREA OF RESTAURANT: SEATING: 585 SF / 15 = 39 OCCUPANTS KITCHEN: 235 SF / 100 = 3 OCCUPANTS MISC. SPACE: 564 SF / 100 = 6 OCCUPANTS 3. RESTAURANT CLASSIFIED AS BUSINESS B UNDER 303.1.1		

NFPA 101 2003 CODE DATA

TOTAL BUILDING AREA	21,600 SF		
NUMBER OF STORIES	1 STORY		
TYPE OF CONSTRUCTION - NFPA 220	I-000		
USE GROUP CLASSIFICATION - SECTION 3.3.152	MERCANTILE	BUSINESS	RESIDENTIAL
AREA OF EACH USE	5,480 SF	2,410 SF	3,300 SF
AREA UNDER CONSIDERATION (SEE NOTES)	N/A	1,384 SF	N/A
OCCUPANT LOAD (SEE NOTES)	N/A	48	N/A
FIRE RESISTANT CONSTRUCTION:			
FIRE WALLS AND PARTY WALLS	N/A	N/A	N/A
STAIR ENCLOSURES	N/A	N/A	N/A
SHAFTS	N/A	N/A	N/A
EXIT ACCESS CORRIDORS	N/A	N/A	N/A
INTERIOR LOAD BEARING WALLS	N/A	N/A	N/A
STRUCTURAL MEMBER SUPPORTING WALLS	N/A	N/A	N/A
FLOOR CONSTRUCTION	N/A	N/A	N/A
ROOF CONSTRUCTION	N/A	N/A	N/A
INCIDENTAL SPACES	N/A	N/A	N/A
ACCESSORY USE	N/A	N/A	N/A
FIRE EXTINGUISHERS	N/A	AS SHOWN	N/A
NOTES	1. UNSEPARATED MIXED USE 2. AREA OF RESTAURANT: SEATING: 585 SF / 15 = 39 OCCUPANTS KITCHEN: 235 SF / 100 = 3 OCCUPANTS MISC. SPACE: 564 SF / 100 = 6 OCCUPANTS 3. RESTAURANT CLASSIFIED AS EQUIVALENT TO BUSINESS IN PARALLEL WITH IBC 2003.		



2 CONGRESS STREET FACADE
NOT TO SCALE



PARTITIONS/WALLS KEY

 EXISTING TO REMAIN
 EXISTING TO BE REMOVED

1 DEMOLITION PLAN
SCALE: 1/4" = 1'-0"