DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND BUILDING PERMIT



This is to certify that

19 SOUTH STREET LLC /Jims Plumbing & Heating Inc.

Located at

**608 CONGRESS ST** 

**PERMIT ID: 2013-00438** 

**CBL:** 039 A009001

has permission to In first floor restaurant, replacing kitchen floor and leveling 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 clsoed-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 procured prior to occupancy.

**Fire Prevention Officer** 

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
THERE IS A PENALTY FOR REMOVING THIS CARD

			permonen					
City of Portland, Maine -	Building or Use	Permit Applicat	ion Pe	rmit No:	Issue Date:	:	CBL:	
389 Congress Street, 04101	Tel: (207) 874-8703	, Fax: (207) 874-8	716 2	013-00438			039	A009001
Location of Construction:	Owner Name:		Owner A			<del>andro y da prijano em</del> algis <del>ti o mod 1 km politika</del>	Phone:	File (Malifysia) et sicklimen kirklighten (Mikhelman) y men fysik (Symek Albert
608 CONGRESS ST	19 SOUTH ST	REET LLC	2	REST AVE S LAND, ME				
Business Name:	Contractor Name	umpetination production and control of the control	Contracte	or Address:			Phone	
Green Elephant Vegetarian Bis	tro Jims Plumbing	Jims Plumbing & Heating Inc.			ook ME 04	092	(207)	854-8068
Lessee/Buyer's Name	Phone:		Permit T	ype:			Zone:	
Nattask Wong Saichua			Alterat	tions - Comm	ercial		В3	
Past Use:	Proposed Use:		Permit F	ee:	Cost of Wor	k:	CEO Di	strict:
Restaurant on 1st floor with 12	į.	restaurant with 12		\$120.00	\$1	0,000.00		3
residential units above	residential uni	ts above	FIRE DE		Approved Denied N/A	Use Group	on: B BEC	Type:3 2009/IBC -3 29 13
Proposed Project Description:						10000	V CC	2/29/12
In first floor restaurant, replacin	ig kitchen Hoor and le			Signature: Signature EDESTRIAN ACTIVITIES DISTRICT (P.A.D.				- 7/2/1/9
			Actio Signa		/ed App	oroved w/Cor	nditions nte:	Denied
TO 14 (70 B) Th	Charles B. E.		Signa					
Permit Taken By: bjs	Date Applied For: 03/06/2013	escapios operation gives acceptive application acceptive and express, the sent of extra reference to			Approva		v v h	
1. This permit application do		Special Zone or Re	Zoning Appeal     Variance     Miscellaneous			Historic,	Preservation	
Applicant(s) from meeting Federal Rules.	applicable State and	Shoreland			e			istrict or Landmark
<ol><li>Building permits do not inc septic or electrical work.</li></ol>	clude plumbing,	Wetland			neous		Does No	t Require Review
3. Building permits are void i within six (6) months of the	e date of issuance.	Flood Zone		Condition	onal Use	Use Requires Re		Review
False information may invalidate a building permit and stop all work		Subdivision	Interpretation		tation		Approved	
		Site Plan		Approve	ed		Approve	d w/Conditions
		Maj Minor N		_ Denied		An	Denied	
		Date: 3/6/	3	Date:		Date:	/	

#### **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

4-1-13 DWM BOB409-6844 Framms OK 4-8-13 DWM/Rolland Preste 1306 Final OK

.

City of Portland, Maine - But 389 Congress Street, 04101 Tel:	•	2. 2.	.ion	Permit No: 2013-00438	Issue Date:		CBL: 039 A0	09001
Location of Construction:	Owner Name:		<u> </u>	Address:			Phone:	
608 CONGRESS ST	19 SOUTH ST	TREET LLC	1	OREST AVE S CLAND, ME 0				
Business Name:	Contractor Name		Contrac	ctor Address:			Phone	
Green Elephant Vegetarian Bistro	Jims Plumbing	g & Heating Inc.	98 La	mb Rd Westbro	ok ME 040	92	(207) 854	-8068
Lessee/Buyer's Name	Phone:		Permit	Type:			Zone:	
Nattask Wong Saichua			Alter	ations - Comme	rcial		В3	
Past Use:	Proposed Use:	e de entre en en en procurso de la conseque en la folia de proposa, que de la compresa en que de entre que palam	Permit	Fee:	Cost of Work		CEO Distric	t:
Restaurant on 1st floor with 12	i	restaurant with 12		\$120.00	\$10	,000.00		3
residential units above	residential uni	ts above	FIRE I		Approved Denied N/A	Use Group:	ON: B	Type: 3 109/AK 10/29/13
Proposed Project Description:	the second secon					4000	B C 20	11/10
In first floor restaurant, replacing kit	chen floor and le	veling	Signatu			Signature	mb:	7/29/13
				TRIAN ACTIVIT	IES DISTRIC	T (P.A.D.) oved w/Con	,	Denied
			Sim	nature:		Da	ta:	
Permit Taken By: Date A	pplied For:		Sigi				ic,	
· · · · · · · · · · · · · · · · · · ·	06/2013	5 117 8			Approval	hanning of the state of the sta	CY 4 - 4 - Th	entre de la companya
1. This permit application does not	t preclude the	Special Zone or Ro	eviews	<b>Lonin</b>	g Appeal	, ,	Historic Pres	eryation
Applicant(s) from meeting appli Federal Rules.	icable State and	Shoreland		☐ Variance			wih	t or Landmark
Federal Rules.  2. Building permits do not include		☐ Shoreland		☐ Variance	neous		wih	
Federal Rules.  2. Building permits do not include septic or electrical work.  3. Building permits are void if wor within six (6) months of the date	plumbing, k is not started of issuance.						Not in Distric	juire Review
<ul><li>Federal Rules.</li><li>2. Building permits do not include septic or electrical work.</li><li>3. Building permits are void if wor</li></ul>	plumbing, k is not started of issuance.	☐ Wetland		Miscellan	nal Use		Not in District	juire Review
Federal Rules.  2. Building permits do not include septic or electrical work.  3. Building permits are void if wor within six (6) months of the date False information may invalidate.	plumbing, k is not started of issuance.	☐ Wetland ☐ Flood Zone		☐ Miscellan	nal Use		Not in District Does Not Rec Requires Rev	uire Review
Federal Rules.  2. Building permits do not include septic or electrical work.  3. Building permits are void if wor within six (6) months of the date False information may invalidate.	plumbing, k is not started of issuance.	☐ Wetland ☐ Flood Zone ☐ Subdivision ☐ Site Plan		☐ Miscellan ☐ Condition ☐ Interpreta	nal Use		Not in District  Does Not Rec  Requires Rev  Approved	uire Review
Federal Rules.  2. Building permits do not include septic or electrical work.  3. Building permits are void if wor within six (6) months of the date False information may invalidate.	plumbing, k is not started of issuance.	<ul><li></li></ul>		Miscellan Condition Interpreta	nal Use		Not in District Does Not Rec Requires Rev Approved Approved	uire Review
Federal Rules.  2. Building permits do not include septic or electrical work.  3. Building permits are void if wor within six (6) months of the date False information may invalidate.	plumbing, k is not started of issuance.	☐ Wetland ☐ Flood Zone ☐ Subdivision ☐ Site Plan  Maj ☐ Minor ☐ K	₩ <u></u>	Miscellan Condition Interpreta Approved	nal Use		Not in District Does Not Rec Requires Rev Approved Approved	uire Review

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·			
SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE



## BUILDING PERMIT INSPECTION PROCEDURES Please call 874-8703 (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.

### **REQUIRED INSPECTIONS:**

Close-in Plumbing/Framing Final - Commercial

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.

City of Portland, Maine - Build	ding or Use Permit		Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101 Tel: (2	207) 874-8703, Fax: (207) 874	1-8716	2013-00438	03/06/2013	039 A009001
Location of Construction:	Owner Name:	ŀ	Owner Address:		Phone:
608 CONGRESS ST	19 SOUTH STREET LLC		470 FOREST AVE	E STE 203	
Business Name:	Contractor Name:		Contractor Address:	and the second s	Phone
Green Elephant Vegetarian Bistro	Jims Plumbing & Heating Inc.		98 Lamb Rd Westh	orook	(207) 854-8068
Lessee/Buyer's Name	Phone:	ŀ	Permit Type:		
Nattask Wong Saichua			Alterations - Com	mercial	
Proposed Use:		Propose	d Project Description:		
Same 1st floor restaurant with 12 resid	dential units above	In firs	floor restaurant, re	placing kitchen floor	and leveling
Dept: Zoning Status: A	pproved Rev	/iewer:	Marge Schmucka	l Approval Da	ite: 03/06/2013
Note:	FF	,	8		Ok to Issue:
Trotte.					OR to issue.
Dept: Building Status: A	pproved w/Conditions Rev	iewer:	Jeanie Bourke	Approval Da	ite: 03/29/2013
Note:	• •			• •	Ok to Issue:
1) Approval is subject to compliance	with City and State Food Codes	ner the	Portland Public H	ealth Dent	
	•	•		•	
2) Separate permits are required for a pellet/wood stoves, commercial ho			•		
part of this process.					
3) Permit approved based upon infor 3/29/13. Any deviation from appr			O 1		ved dated

Reviewer: Ben Wallace Jr

Approval Date:

03/28/2013

Ok to Issue:

Dept: Fire

Note:

Status: Approved



## ....ABING PERMIT APPLICATION

Street:		Town/City PORTLAND	Permit #
608 Congress st.		Date Permit ssyled 3 122	
CBL: 39-A-9			
PROPERTY OWNER	SYNAME	Local Plumbing Inspector Si	L.P.I, # 360
NAME: 19 South street		The Internal Plumbing Fixtur	es and Piping shall not be installed until a Permit is
Applicant Name;		issued by the Local Plumbing	Inspector. The Permit shall authorize the owner or
Malling Address of 60 Covansi Owner/Applicant	5¢.		g system in accordance with this application and the urface Wastewater Disposal Rules.
(if Different) YOUT lovel, M/2	04101		
Owner/Applicant Stat	ement	Caul	lion; Inspection Regulred
I certify that the information submitted is cor knowledge and understand that any falsifica Local Pjumbing Insidector(s) to freny a perm	ition is reason for the	I have inspected the installation compliance with the Maine Piu	n authorized above and found it to be in Imbing Rules Application.
I MA MI	1 ,		Date Approved (Rough-in)
Signature of Owner/Applicant		LPI Signature	Date Approved (Final)
digitate of Othlow philod	,		The state of the s
	might be in the Control of the Real Street Country Country of the	NEORWATION	Display to be installed by
This Application is for	l ype of Stru	cture to be Served	Plumbing to be installed by:
1. New Plumbing	1. D SINGLE FAMI	LY RESIDENCE	NAME: Jim's Plumbile
2. TRELOCATED PLUMBING	, 50, 70, 7, 1111		
	2. D MODULAR OF	R MOBILE HOME	MASTER PLUMBER
•	3.   MULTIPLE FA	MILY DWELLING	2, 🗌 OIL BURNERMAN
	A POTHER SHE	CIFY commercial.	
	4.50111211-31-20	) 1 <u>Comme o</u>	3. MFG'D HOUSING DEALER / MECHANIC
	,		4, 🛘 PUBLIC UTILITY EMPLOYEE
	Please call	7/4-87/03 with your	5. PROPERTY OWNER
		hedule inspections!	
			LICENSE # 1.1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Hook-Up & Plping Relocation	Colu		Column 1
Maximum of 1 Hook-Up	Number Hosebib / S		Number Type of Fixture
those cases where the connection	C   Floor Drain		Shower (separate)
is not regulated and inspected by	Urinal		Sink
the local sanitary district.	Drinking Fo	ountain	Wash Basin
	I Indirect Wa	aste	Water Closet (Toilet)
HOOK-UP: to an existing subsurface	Water Treat	ment Softener, Filter,Etc.	Clothes Washer
wastewater disposal system	I I Grease / O	il Separator	I I Dish Washer
	Roof Drain		Garbage Disposal
PIPING RELOCATION: of sanitary	Bidet	,	Laundry Tub
lines, drains, and piping without new fixtures.	Other:		Water Heater
		btotal) Column 2	Fixtures (Subtotal) Column 1
OR			TOTAL FIXTURES
		by fixture:	Fixture Fee
TRANSFER FEE [\$10,00]		40 Over 4 = \$10/fixture Surcharge	Transfer Fee
			Hook-Up & Relocation Fee
Please call 874-8703 with your p	ermit#to schedul	e inspections!	PERMIT FEE (TOTAL)

### General Building Permit Application

you or the property owner owes real estate or personal property taxes or user charges on any property nt arrangements must be made before permits of any kind are accepted

within the City, payment arranger	ments must be made before permits of any	Mild are accepted.
Location/Address of Construction: 60% C	orgness st. Portland, ME	04101
Total Square Footage of Proposed Structure/An	rea Square Footage of Lot	
Tax Assessor's Chart, Block & Lot	Applicant *must be owner, Lessee or Buyer*	Telephone:
Chart# Block# Lot#	NameGreen Elephant Verc.	
	NameGreen Elephant Verc. Address 608 Congress St.	207-347-3111
	City, State & Zip Portland ME 04101	
Lessee/DBA (If Applicable)	Owner (if different from Applicant)	Cost Of
Green Elephont Vegetarian	Name 19 South street LLC	Work: \$ 10,000.
Green Elephont Vegetarian Bistro	Address 470 Forest Avo. Suite 203	C of O Fee: \$
r ·	City, State & Zip	Total Fee: \$ 120 —
	Portland, MR 04101	
	taurant.	
If vacant, what was the previous use? Proposed Specific use:		
Is property part of a subdivision?	If ves. please name	
Project description: Paglactice kitche	If yes, please name	RECEIVED
Napracing	<i>Y</i>	2003
0	Ü	MAR 0 6 2013  MAR 0 6 2013  MAR 0 6 2013  Mark of Building Inspections  Dept. of Building Inspections  City of Pontand Maine
Contractor's name: Jim's Plumbir	y & Heating	s Rullding Instruction
Address: 89 Lamb St.	<u>8</u>	pept, of Building Inepection City of Portland Maine
City, State & Zip Westbrook ME	04092	Telephone:
Who should we contact when the permit is re	<i>]</i> ————————————————————————————————————	309 -6844 Telephone:
Mailing address: 671 Congress St.	,	
Please submit all of the information	outlined on the applicable Checklis	st. Failure to
do so will result in the	e automatic denial of your permit.	
	CH Cd . I . d TH I 1T	)1
in order to be sure the City fully understands the nay request additional information prior to the is	suance of a permit. For further information	or to download copies of
his form and other applications visit the Inspect		

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.

	1	N		X J	1) \				/		4		 	
Signature:		M	P		L	N	VI.	L	Date:	03/	05/	13		
	7	- O	,				/	-						

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

COMMERCIAL LEASE (GROSS/MODIFIED GR
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	COMMERCIAI	19 South Street , LLC	Nide a mailing
PARTIES (fill in)		0.1.1.00 5	
	address of		
	hereby leases to	Nattasak Wongsaichua, Danai 234 Barnstable Road, South Po	ortland, ME 04106
	mailing address of	234 Barnstable Road, Bouth 19	ned leaved memises
	("TENANT"), and the TENANT h	creby leases from LANDLORD the below-describ	
REMISES (fill in	The leased premises are deemed to at	608 Congress Street, Portland,	square feet. The leased premises are located  ME 04101
piare feet)	the restaurant elevators, necessary for access to condition except if specifically set		eto. The leased premises are accepted in "as is
ERM (fill in)	The term of this lease shall be for	five (5) years August 1 2007 and ending 6	, unless sooner terminated as herein
. 200 (jm 10)	provided, commencing on	August 1 2007 and ending of	onJuly 312012
ENT (fill in)	TENANT shall pay to LANDLOR	D the following base rent:	
	Lease Year	Annual Base Rent	Monthly Rent
	T 3001	8 27,600.00	\$ 2,300.00
	2 ) 46 (	\$ 30,000.00	\$ 2,500.00
	3 4009	\$ 31,500.00	\$ 2,625.00
	4 9010	> 33,075.00	S <u>2,757.00</u>
	5 2011	8 34,729.00	\$ 2,895.00
RENEWAL OPTION (fill in or) delete)	So long as TENANT has not be lease for Five (5) writing by Certified or Registered current term, said renewal to be	onth in addition to the rent then due.  In in default of this lease during the term hereo  years In order to exercise TENANT  I Mail of its intention to exercise its option on or  upon the same terms and conditions set forth in	before six (6) months prior to the end of the the
	follows:		Monthly Rent
	Lease Year(s)	Annual Base Rent	\$ 3,040.00
	<u>6 9012</u>	\$ 36,465.00	\$ 3,190.00
	<u>7</u> 3013	\$ 38,289.00	\$ 3,350.00
	8 30/0	\$ 40,203.00	\$ 3,517.00
	<u>9</u> 2014	\$ 42,213.00	\$ 3,695.00
	10 2016	\$ 44,324.00	<del></del>
	not to have been exercised.	o perform its obligations under this Section, time	
SECURITY DEPOSIT (fill m)	Upon the execution of this Lease	TENANT shall pay to LANDLORD the amount (\$\frac{4,000.00}{}	of Four Thousand ), which shall be held as a security for TENANT as the and of this Lease subject to TENANT
	performance as herein provided satisfactory compliance with the	(\$ 4,000.00 I and refunded to TENANT without interest a conditions hereof.	at the Charles Figure 300 Jan
		Page Lof 7	
Fishman Realty Group	p 2 Cotton St. Portland ME 04101	Marc Eishnym	608 Congress S
Phone: (207) 775-656	1 ax: (207) 871-0914 Produced with ZipForm™ by RE F	Marc Fishinan ormsNet ELC 1807 EditenTMb Hoad, Clinton Township, Michigar	1 48035, (800) 383-9805
	· judusov (iiii esp. em. e.)	(MRE)	101 / 11/10/10~

DS 06/14/07

NW 06/14/07

RENT ADJUSTMENT

2007 , the real extate taxes on the land and buildings, of which the If in any tax year commencing with the fiscal year \_\_\_ leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"). TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article. 30.000 percent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the

A. TAX (fill in or delete)

ESCALATION LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT.

B. OPERATING COST **ESCALATION** (fill in or delete)

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, 30.000 percent of any increase in operating expenses over those incurred during the calendar year 2006. Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building") Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building: (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment. non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected increases for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases and also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such deliver, pay TFNANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated

UTHATIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the

PREMISES (fill in)

USE OF LEASED TENANT shall use the leased premises only for the purpose of <u>Chinese</u> restaurant

), COMPLIANCE WITH LAWS

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. 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. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

Page 2 of 7

A. TENANT'S

MAINTENANCE TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or OBLIGATIONS unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a OBLIGATIONS part 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, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

ADDITIONS

. ALTERNATIONS- TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space of for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

i. ASSIGNMENT-SUBLEASING (revise if applicable) TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased 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 (cross out if not applicable). 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. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this

AND QUIET ENJOYMENT

4. SUBORDINATION This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT perform all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises. In addition, the tenant agrees to sign within ten (10) days of after they are requested, such estoppel certificates as are required by LANDLORD's lender.

5, LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, 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 by LANDLORD 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 six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) 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.

6. INDEMNIFICA-TION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful conduct 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 attorney's fees) in connection with the loss of life, personal injury or damage to property 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, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

TENANT'S LIABILITY **INSURANCE** (fill in)

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 LANDLORD shall reasonably require and approve, but in amounts not less than One Million

Dollars (\$ 1,000,000.00 ) combined single limit with deductibles of not more \$5.000 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 LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with 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 canceled without at least thirty (30) days prior written notice to each insured named therein.

EMINENT DOMAIN

FIRE CASUALTY- 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. LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and 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 may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the 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 may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) 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.

. 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 after written notice thereof; or
- (c) The leasehold hereby created shall be taken on 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, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess 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; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination. immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

0. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

1. SURRENDER

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 TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

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#### 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 agents 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, ordinances 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 or local law to obtain and keep; (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 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, ordinances or regulations, whether federal state or local.

#### 4. 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 provisions 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. Under no circumstances shall LANDLORD ever be liable for indirect or consequential damages.

#### 4. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease. TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

#### 5. WAIVER OF TGHTS

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

#### 6. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

#### 7. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) 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 LANDLORD for TENANI to holdover at the termination of this Lease and the 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 o this Lease.

#### 28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOI THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBL ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORI AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE. SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIO COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the contex "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENAN respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree the this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person ( circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision

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 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 delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. BROKERAGE (fill in) TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the ("TENANT'S BROKER"). leasing of the leased premises other than TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than CLANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. commission upon execution of this Lease. It is also understood and agreed that: Tenant shall pay 50% of the monthly water & sewer bill PROVISIONS (fill in for 608 Congress Street. Tenant will also pay their pro-rata share of the heating bill which the Owner will bill them each month. ₹ WITNESS WHEREOF, the said parties hereunto set their hands and seals this

LANDLORD ENANT: Danai Sriprasert South Street Nattasak Wongsaichua Legal Name of Landlord Legal Name of Tenant Signature Signafure Marc R. Fishman- Member NAME/TITLE NAME/TITLE Witness to Tenant

OTHER

or delete)

GUARANTY	(fill	
in or delete)		

GUARANTY (jill	For value received, and in consideration for, and	as an inducement to 1.	ANDLORD to en	ter into the foregoing Lease with
n or delete)	Nattasak Wongs	<u>aichua, Danai Si</u>	ripraseru	FLANTINI
,	Nattasak Wongsaic	hua & Danai Srip	prasert	("GUARANTOR")
	does hereby unconditionally guaranty to LANDLOI term and condition of the Lease to be performed by in the Lease to be payable by TENANT. The validate be terminated, affected, or impaired by reason of the remain and continue in full force and effect as GUARANTOR shall have received any notice of GUARANTOR under this guaranty shall be primary LANDLORD may proceed against GUARANTOR without having commenced any action against or har of this guaranty shall inure to the benefit of the strand assigns of GUARANTOR.	TENANT, including with ty of this guaranty and the granting by LANDLORI to any renewal, modil for consented to such a grand in any right of actic and TENANT, jointly as	out fimilation the period of any indulgence ication, or extension which shall accrude severally, and nent against TENA.	GUARANTOR hereunder shall not es to TENANT. This guaranty shall ion of the Lease, whether or not ion or extension. The liability of ue to LANDLORD under the Lease may proceed against GUARANTORNT. All of the terms and provisions
WITNESS WHERI	GOF, GUARANTOR has executed this Guaranty this	13th day of	June	. 2007
ARANTOR:				
Nattasak	wongsaichua & Danai S Legal Name of Guarantor			
North	Mysuld		,	
Da	Signature Sniprasent			NAK.
Deman .	NAME/TITLE		Witness	to Guarantor
	N/AWIC/1111.C			

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#### RESTAURANT RIDER

Notwithstanding the terms set forth in certain lease agreement between 19 South Street, LLC, as Landlord, and Nattasak Wongsaichua and Danai Sriprasert, as Tenant dated June \_\_\_\_, 2007 for the demised premises (the "Premises") located at 608 Congress Street, Portland (the "Center"), County of Cumberland, State of Maine (the "Lease"), the terms and conditions set forth in this rider (the "Rider") shall supplement the terms set forth in the Lease. In the event of any conflict between the terms set forth in the Lease and those set forth in this Rider, the latter shall govern.

- 1. Additional Covenants and Agreements of Tenant. Tenant covenants and agrees as follows:
- (a) To pay for all water consumed on the Premises, the cost of which water (and Tenant's sewer usage) shall be separately metered at Landlord's election and at Tenant's sole cost and expense. If water usage is not separately metered, Tenant's water and sewer costs shall be determined by Landlord. The parties acknowledge that the costs of Tenant's actual water consumption are substantially greater than its pro-rata share of water costs for the Center.
- (b) To maintain the strictest standards of cleanliness within the Premises, such that the Premises shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors (including any odors which shall constitute a nuisance as to other occupants of the Center), and Pests (as hereinafter defined).
- (c) To have conducted monthly, or with such greater frequency as circumstances may require, inspections of the Premises for the presence in, on, under, or within the Premises of any insects, rodents, vermin or other pests (collectively, "Pests"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests, Tenant shall immediately cause the extermination of the same, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during or after the term of the Lease, Pests shall be detected in any portion of the Center other than the Premises, and the presence thereof shall be related directly or indirectly to the conduct of Tenant's business upon the Premises, the removal and extermination of such Pests shall be performed at Tenant's expense.
- (d) To pay to Landlord, as additional rent, on demand, the entire amount (and not a pro rata share) of any increase in the rate of insurance on the Center attributable to the operation of Tenant's restaurant business (as opposed to a store engaged in the retail sale of goods and merchandise) within the Premises.
- (e) To store all trash and refuse in sealed containers inside the Premises or within an outside dumpster or similar garbage storage unit to be obtained by Tenant at its own cost and expense (which dumpster or other unit shall be kept in a location specified by Landlord), and to provide for the prompt and regular removal of any such trash and refuse. Without limitation to the foregoing, Tenant shall at all times keep the sidewalks, loading docks, stairways and parking areas adjacent to

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the Premises clean and free from trash and refuse.

- (f) To dispose of all grease in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the Premises.
- (g) To regularly clean any roof or wall vents used by the Premises, such that there shall be no accumulation of grease or oil upon the walls or roof of the Premises or adjoining portions of the Center, and to clean and restore, at Tenant's sole cost and expense, any surfaces on which any such accumulation does occur.
- (h) To keep the Premises in the strictest compliance with all applicable fire codes and regulations, and to keep upon the Premises appropriate fire detection and extinguishment equipment and appliances in good working condition.
- (i) To maintain with respect to the Premises and Tenant's business thereon dram shop or similar liquor liability insurance under policies having coverage limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) and naming Landlord as an additional insured. Landlord reserves the right to require additional such insurance to be provided by Tenant at Landlord's reasonable discretion.
- -2. Increased Security Deposit. Tenant acknowledges that its conduct of a restaurant business entails risks of damage, injury or destruction to persons or property greater than the risks entailed by non-restaurant businesses within the Center and, in view of such acknowledgement, Landlord and Tenant agree that the Security Deposit shall be increased from the amount of set forth in the Lease to the amount of \_\_\_\_\_\_, such Security Deposit as so increased to be held on the terms set forth in the Lease.
- 3. HVAC Systems. Tenant agrees that during the term of the Lease it will keep in good condition and repair, at its sole cost and expense, all heating, air conditioning and ventilation systems and equipment serving the Premises, and Tenant shall have sole responsibility for the upkeep, maintenance and replacement of such systems and equipment.
- 4. Indemnity. In addition to, and not in substitution for any indemnities set forth in the Lease, Tenant agrees to (a) hold harmless and (b) indemnify Landlord from and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Rider. The terms of this Paragraph shall expressly survive the expiration or earlier termination of the Lease as modified hereby.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

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Dated: $6/9/0$	Dated:	6/14/07	
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Landlord: 19 South Street LLC

By:

Name: Marc R. Fishman

Its: Member

GREEN ELEPHANT INC. Tenant: Nattasak Wongsajchua

06/14/07 Dated:

Ву:

Tenant: Danai Sriprasert

Dated: 06/14/07

Ву:

Danzi Sniprasert Name: DANA) SRIPRASERT

a:\22159-36

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3

#### Nattasak (Bob) Wongsaichua

From:

Marc Fishman [marc@fishmanrealty.com]

Sent:

Tuesday, March 05, 2013 3:06 PM Nattasak (Bob) Wongsaichua

To: Cc:

Adam Flaherty

Subject:

RE: Kitchen floor at 608 Congress

Yes that's fine. Please send me the detailed description of work to be performed, a copy of the contractors liability insurance declaration page and a lien release.

Best Regards, Marc

Marc R. Fishman Fishman Realty Group, Inc. 470 Forest Avenue, Suite 203 Portland, ME 04101

207.775.6561 x202 207.871.0914 (f) Marc@FishmanRealty.com

----Original Message----

From: Nattasak (Bob) Wongsaichua [mailto:bob@bodamaine.com]

Sent: Tuesday, March 05, 2013 2:57 PM

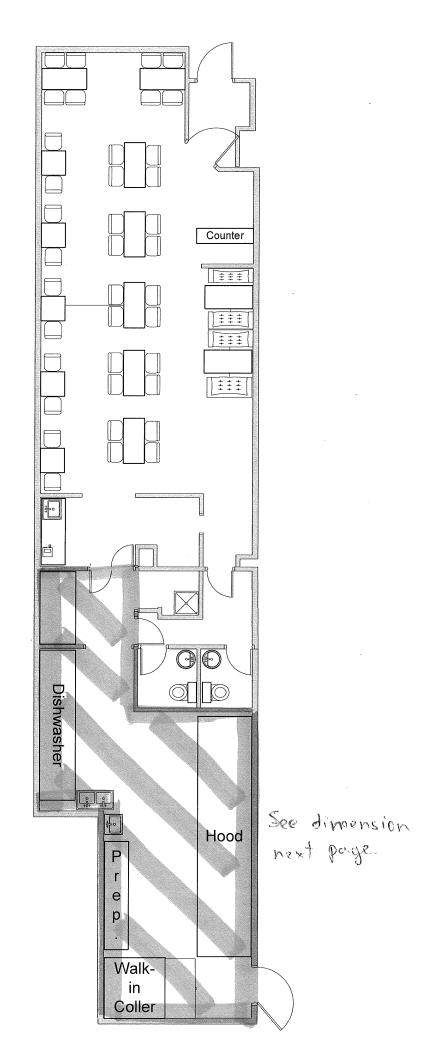
To: Marc Fishman

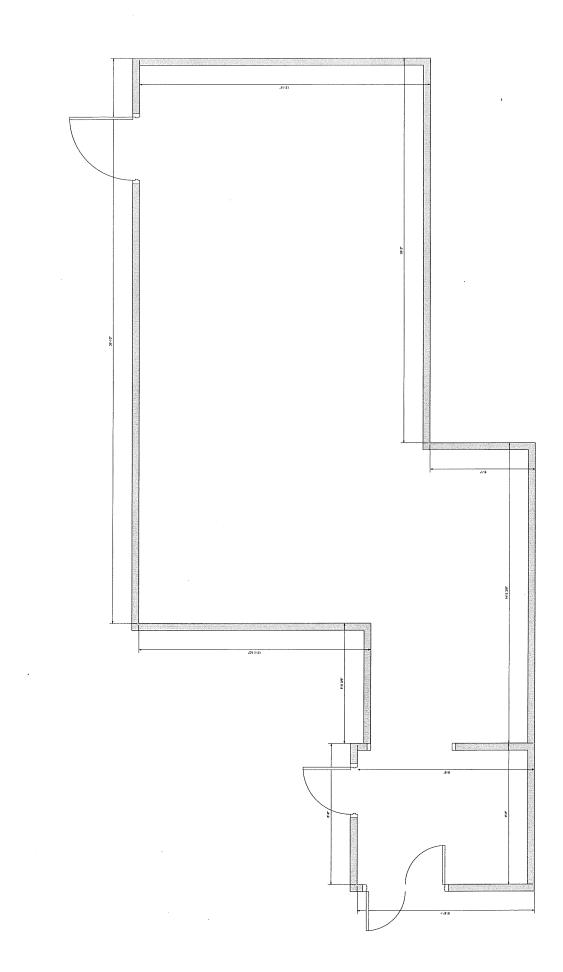
Subject: Kitchen floor at 608 Congress

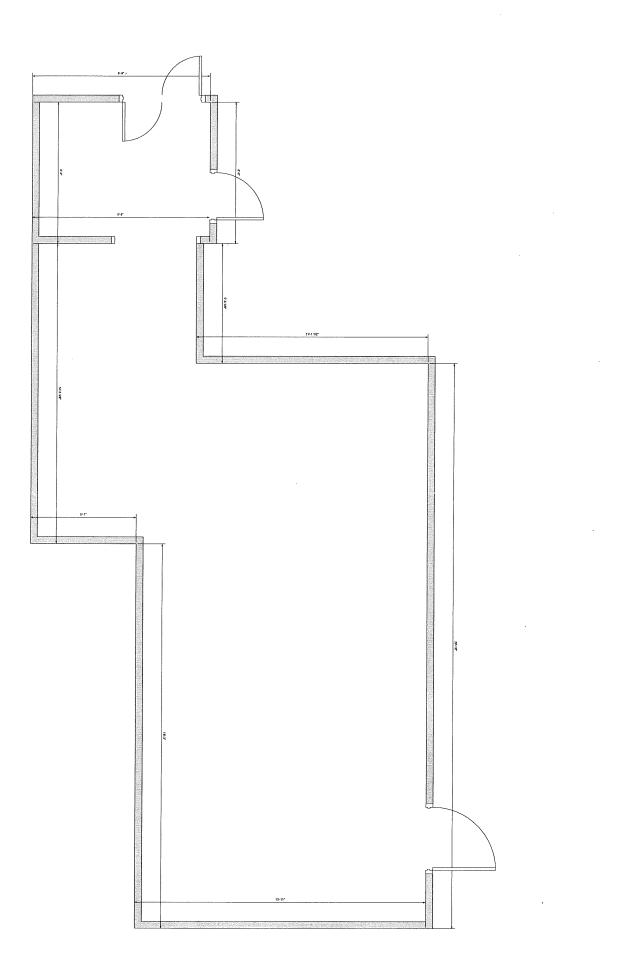
Marc,

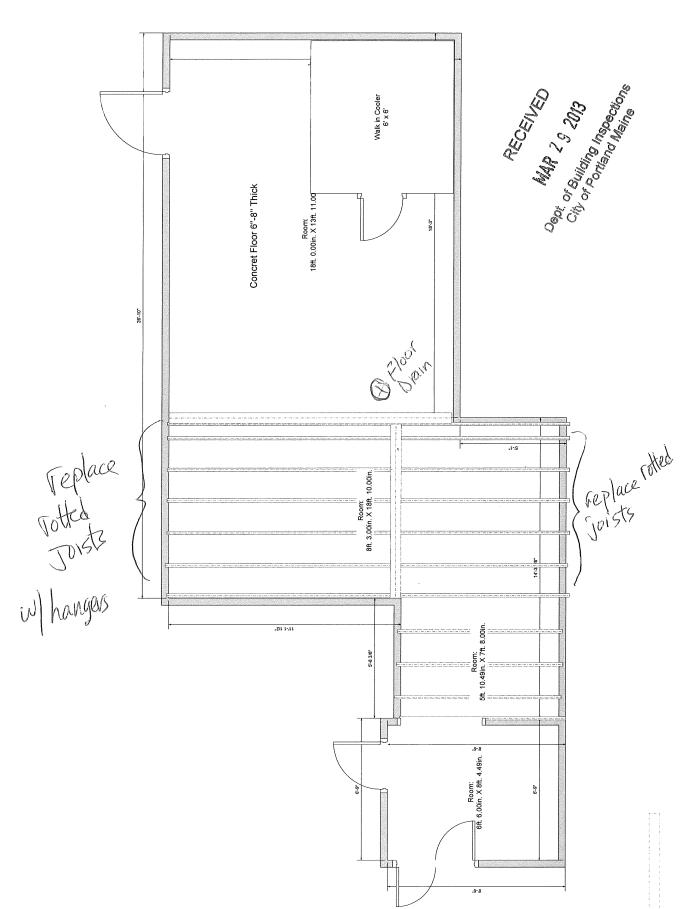
I would like to get the permission to replace the floor in the 608 Congress street's kitchen.

Best, Bob









Ceremic Tile 6\*Heigh 12\*Length
Ceremic Tile 6\*Heigh 12\*Length
Ceremic Tile 6\*Heigh 12\*Length
Ceremic Tile 12\*Width 12\*Length ½\* Thick
Backer Board ¾\*Thick
Pilywood ¾\* Thick
Pilywood ¾\* Thick

2\*\*x 10\*\*

Per Bob Words

\*\*RECEIVED
City of Political Institution Institution