

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

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

|  |                       |
|--|-----------------------|
| <b>PERMIT ISSUED</b>                   |                       |
| Permit No:<br>02-0767<br>ALIC - 6 2002 | Issue Date:<br>6 2002 |
| CBL:<br>137 C011001                    |                       |

|  |   |   |                     |
|--|---|---|---------------------|
| <b>Location of Construction:</b><br>865 Forest Ave | <b>Owner Name:</b><br>Heather Piece Inc | <b>Owner Address:</b><br>1366 West 70th St<br><b>CITY OF PORTLAND</b> | <b>Phone:</b>       |
| <b>Business Name:</b>                              | <b>Contractor Name:</b>                 | <b>Contractor Address:</b>  | <b>Phone:</b>       |
| <b>Lessee/Buyer's Name</b>                         | <b>Phone:</b>                           | <b>Permit Type:</b><br>Change of Use - Commercial                     | <b>Zone:</b><br>B-2 |

|  |   |  |   |                           |
|--|---|--|---|---------------------------|
| <b>Past Use:</b><br>Coffee House   | <b>Proposed Use:</b><br>Thai Restaurant | <b>Permit Fee:</b><br>\$233.00   | <b>Cost of Work:</b><br>\$30,000.00               | <b>CEO District:</b><br>2 |
| <b>Proposed Project Description:</b><br>Renovate kitchen for use as restaurant |   | <b>FIRE DEPT:</b><br><input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Denied | <b>INSPECTION:</b><br>Use Group: A-4 Type: EKISTA |                           |

|  |                                      |
|--|--------------------------------------|
| <b>Signature:</b> <i>[Signature]</i>   | <b>Signature:</b> <i>[Signature]</i> |
| <b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>   |                                      |
| Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied |                                      |
| <b>Signature:</b>  | <b>Date:</b>                         |

|                                |  |                        |
|--------------------------------|--|------------------------|
| <b>Permit Taken By:</b><br>jmy | <b>Date Applied For:</b><br>07/09/2002 | <b>Zoning Approval</b> |
|--------------------------------|--|------------------------|

|   |  |   |   |
|---|--|---|---|
| <ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol> | <b>Special Zone or Reviews</b><br><input type="checkbox"/> Shoreland<br><input type="checkbox"/> Wetland<br><input type="checkbox"/> Flood Zone<br><input type="checkbox"/> Subdivision<br><input type="checkbox"/> Site Plan<br><br>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/><br>Date: <i>7/22/02</i> | <b>Zoning Appeal</b><br><input type="checkbox"/> Variance<br><input type="checkbox"/> Miscellaneous<br><input type="checkbox"/> Conditional Use<br><input type="checkbox"/> Interpretation<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><br>Date: | <b>Historic Preservation</b><br><input checked="" type="checkbox"/> Not in District or Landmark<br><input type="checkbox"/> Does Not Require Review<br><input type="checkbox"/> Requires Review<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Approved w/Conditions<br><input type="checkbox"/> Denied<br><br>Date: <i>[Signature]</i> |
|   | <i>Separate permits required for any new signage</i>   |   |   |

**CERTIFICATION**

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

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

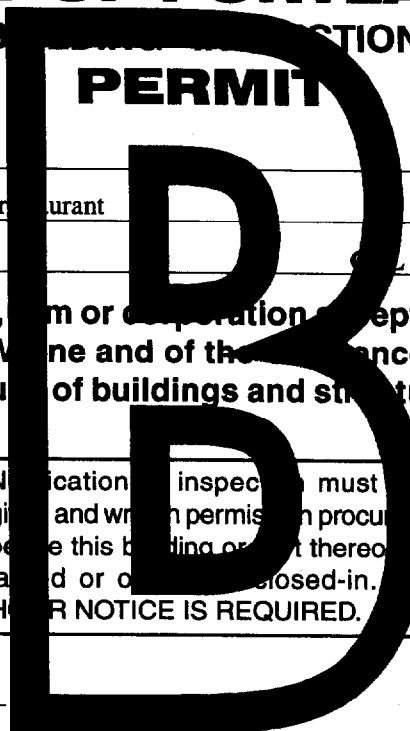
# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

## PERMIT

Permit Number: 020767

Please Read Application And Notes, If Any, Attached



This is to certify that Heather Piece Inc  
has permission to Renovate kitchen for use as restaurant  
AT 865 Forest Ave 137 C011001

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 be given and written permission procured before this building or part thereof is altered or closed-in. **HIGH NOTICE IS REQUIRED.**

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

**OTHER REQUIRED APPROVALS**

Fire Dept. [Signature]  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

[Signature] 8/18/02  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

02-0767

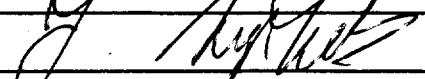
# All Purpose Building Permit Application

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

|  |  |  |
|--|--|--|
| Location/Address of Construction: <u>865 Forest Avenue, Portland</u>   |  |  |
| Total Square Footage of Proposed Structure<br><u>2,100 SF.</u>   | Square Footage of Lot  |  |
| Tax Assessor's Chart, Block & Lot<br>Chart# <u>137</u> Block# <u>C</u> Lot# <u>011</u><br><del>036 11 011</del>  | Owner: <u>Mr. Grant Wilson.</u><br><u>Heater Piece, Inc.</u>   | Telephone:   |
| Lessee/Buyer's Name (If Applicable)<br><u>THIAC, INC.</u>  | Applicant name, address & telephone:<br><u>Suphab Thakong, 1701 Branch Rd. Wells, ME 04092</u><br><u>Mai Chiem 1925 Washington Ave Portland, ME 04103</u><br><u>(207) 985-4825</u> | Cost Of Work: \$ <u>30,000.00</u><br>Fee: \$ <u>233.00</u> |
| Current use: <u>Vacant</u>   | If the location is currently vacant, what was prior use: <u>Coffee House</u>   |  |
| Approximately how long has it been vacant: _____   | <u>12/02 not a chop use - over 10 seats previously</u>   |  |
| Proposed use: <u>Thai Restaurant</u>   | Change of use  |  |
| Project description:<br><u>Renovation of Kitchen area for use as Restaurant</u>  |  |  |
| Contractor's name, address & telephone:  |  |  |
| Who should we contact when the permit is ready: <u>Mr. Tony NGUYEN</u>   |  |  |
| Mailing address: <u>1925 WASHINGTON AVE PORTLAND ME 04103</u>  |  |  |
| We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>(207) 878-7926</u> |  |  |

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the 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 of applicant:  | Date: <u>7/9/02</u> |
|---|---------------------|

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

STATE OF MAINE )  
 ) ss.  
COUNTY OF CUMBERLAND )

On the 1 day of ~~June~~<sup>July</sup>, 2002, personally appeared before me the above-named Grant Wilson, the duly authorized Vice President of Heater Piece, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,



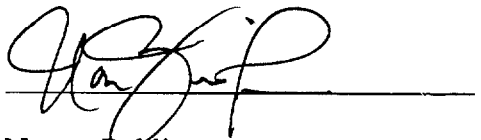
Notary Public

My Commission Expires: 4/5/09

STATE OF MAINE )  
 ) ss.  
COUNTY OF CUMBERLAND )

On the 8<sup>th</sup> day of ~~June~~<sup>July</sup>, 2002, personally appeared before me the above-named Suphab Thekang, the duly authorized President of Thi & C, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Before me,



Notary Public

My Commission Expires: 4-5-2009

MEMORANDUM OF LEASE

(Executed pursuant to Section 38 of the Lease and in accordance with 33 M.R.S.A. Section 201).

LANDLORD: HEATER PIECE, INC., a Maine Corporation, with a mailing address of P.O. Box 4152, Portland, Maine 04101.

TENANT: THI & C, INC., a Maine Corporation, with a mailing address of 37 Western Avenue, Kennebunk, Maine 04043.

DESCRIPTION: Approximately 2,100 rentable square feet of space on the first floor of the building commonly known as 865 Forest Avenue in Portland, Maine.

DATE OF LEASE: June 28, 2002.

TERM: Approximately five (5) years, commencing on the date of the Lease and terminating on July 31, 2007.

OPTION TO RENEW: Subject to the terms and conditions set forth in Section 2(b) of the Lease, the Tenant shall have the option to renew the term of the lease for two (2) successive Option Periods of three (3) years each.

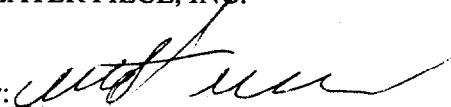
OPTION TO EXPAND: None.

OPTION TO PURCHASE: None.

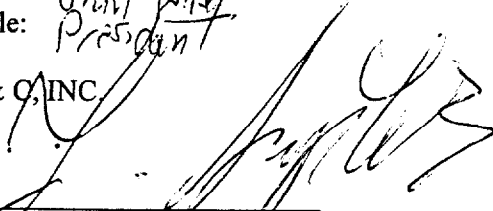
This instrument is being executed pursuant to the provisions contained in the foregoing Lease and is not intended to vary the terms and conditions thereof.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the \_\_ day of June, 2002.

HEATER PIECE, INC.

By:   
Name: Grant Wilson  
Title: President

THI & C, INC.

By:   
Name: Sushobh Tushkany  
Title: President

(b) Tenant hereby releases and agrees to hold Landlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with improvements, alterations, additions or installations on or to the Leased Premises. Tenant shall pay the cost of all such improvements, alterations, additions, or installations and also the cost of painting, restoring or repairing the Building occasioned by such improvements, alterations, additions, or installations.

(c) Any improvements, alterations, additions or installations made by Tenant (i) shall be completed expeditiously and in a good and workmanlike manner, (ii) shall be completed in accordance with all drawings or plans approved by Landlord (which approval shall not be unreasonably withheld), (iii) shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities, (iv) shall be completed free and clear of all liens and other encumbrances, as required under Section 10, (v) shall be performed by contractors approved by Landlord (which approval shall not be unreasonably withheld) to the extent such improvements, alterations, additions or installations affect (x) any electrical, plumbing, mechanical or other system located within the Leased Premises, or (y) any structural work or exterior work approved by Landlord, (vi) shall be performed during a time and in a manner as to minimize any disturbance to or interference with the business of any other tenant of the Building, and (vii) shall immediately become the property of Landlord and surrendered to Landlord upon the expiration or termination of this Lease, unless required to be removed as provided in the next sentence. Upon expiration or other termination of this Lease, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, promptly and with all due diligence remove any improvements, alterations, additions or installations made by Tenant and designated by Landlord to be removed, and shall repair any damage to the Building and/or the Leased Premises caused by such removal.

**9. Maintenance and Repairs; Janitorial; Extermination; Dumpsters.**

(a) **Tenant's Repairs.** Tenant shall keep the Leased Premises and the fixtures and improvements therein or thereon in good condition and repair, including, without limitation, the heating, air-conditioning and ventilation system ("HVAC System") servicing the Leased Premises and all other plumbing, electrical, and other systems located within and exclusively servicing the Leased Premises, and, at its sole cost and expense, Tenant shall make repairs, restorations or replacements as and when needed to preserve them in good working order, condition and repair. Supplementing the foregoing, Tenant shall maintain, in full force and effect, throughout the Term, at Tenant's cost and expense, a third-party service maintenance contract on the HVAC System, and shall follow all reasonable recommendations of said third-party, including the periodic replacement of filters, belts and other items. If Tenant fails to maintain such maintenance contract or fails to follow such reasonable recommendations as required in the preceding sentence, and such failure continues for a period of thirty (30) days after written notice (provided that no advance notice shall be necessary in the event of an emergency), then Landlord may, but shall not be obligated to, obtain such maintenance contracts and to make such periodic replacements at the expense of Tenant and such expense shall be due as additional rent within fifteen (15) days after demand. Tenant shall comply with all provisions of Sections 8 and 10 of this Lease in connection with such repairs, restorations and replacements. There shall be no allowance to Tenant for diminution of the rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to or interruption of business arising from Landlord, Tenant or any other party making any such repairs, restorations or replacements, alterations, additions or improvements in or to any portion of the Leased Premises.

(b) **Landlord's Repairs.** Landlord shall be responsible for the maintenance and repair of the foundation of the Building, the exterior of the Building (including, without limitation, the exterior

(iii) Notwithstanding anything to the contrary contained in this Lease, Tenant shall not cause or permit any hazardous substance or hazardous waste to be brought, kept or stored on or about the Leased Premises except for those hazardous substances expressly set forth in clause (iv) of this Section 7(b), and Tenant shall not engage in, or permit any other person or entity to engage in, any activity, operation or business on or about the Leased Premises which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances and/or hazardous wastes.

(iv) Tenant hereby advises Landlord that Tenant may be using certain normal and customary cleaning supplies in the Leased Premises that are hazardous substances. Notwithstanding the provisions of clause (iii) of this Section 7(b), Landlord agrees that Tenant may use such normal and customary cleaning supplies in accordance with the applicable Environmental Laws. Tenant covenants and agrees to comply with the requirements of the immediately preceding sentence in connection with the storage, handling and/or disposal of such cleaning supplies.

(v) If a spill or discharge of a hazardous substance or a hazardous waste occurs on the Leased Premises, Tenant shall give Landlord immediate oral and written notice of such spill and/or discharge, setting forth in reasonable detail all relevant facts. In the event such spill or discharge arose out of or in connection with Tenant's use and occupancy of the Leased Premises, or in the event such spill or discharge was caused by the act, negligence or omission of Tenant or Tenant's employees, agents, contractors, or visitors, then Tenant shall pay all costs and expenses relating to compliance with the applicable Environmental Law (including, without limitation, the costs and expenses of the site investigations and of the removal and remediation of such hazardous substance or hazardous wastes).

(vi) Without relieving Tenant of its obligations under this Lease and without waiving any default by Tenant under this Lease, upon the failure of Tenant to comply with the Environmental Laws, Landlord shall have the right, but not the obligation, to take such action as Landlord deems necessary or advisable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any spill or discharge of any hazardous substance or hazardous waste. In the event such spill or discharge arose out of or in connection with Tenant's use and occupancy of the Leased Premises, or in the event such spill or discharge was caused by the act, negligence or omission of Tenant or Tenant's employees, agents, contractors, or visitors, then Tenant shall pay to Landlord on demand, as additional rent, all reasonable costs and expenses incurred by Landlord in connection with any action taken by Landlord.

(vii) If Landlord requires any affidavits, certifications or other information within the knowledge of Tenant in connection with Landlord's compliance with any Environmental Laws, Tenant agrees to cooperate with Landlord and to deliver to Landlord without charge all such documents to the extent Tenant has knowledge and can truthfully respond or provide such information within ten (10) business days after Tenant's receipt of said request.

(viii) Tenant's obligations under this Section 7(b) shall survive the expiration or earlier termination of this Lease.

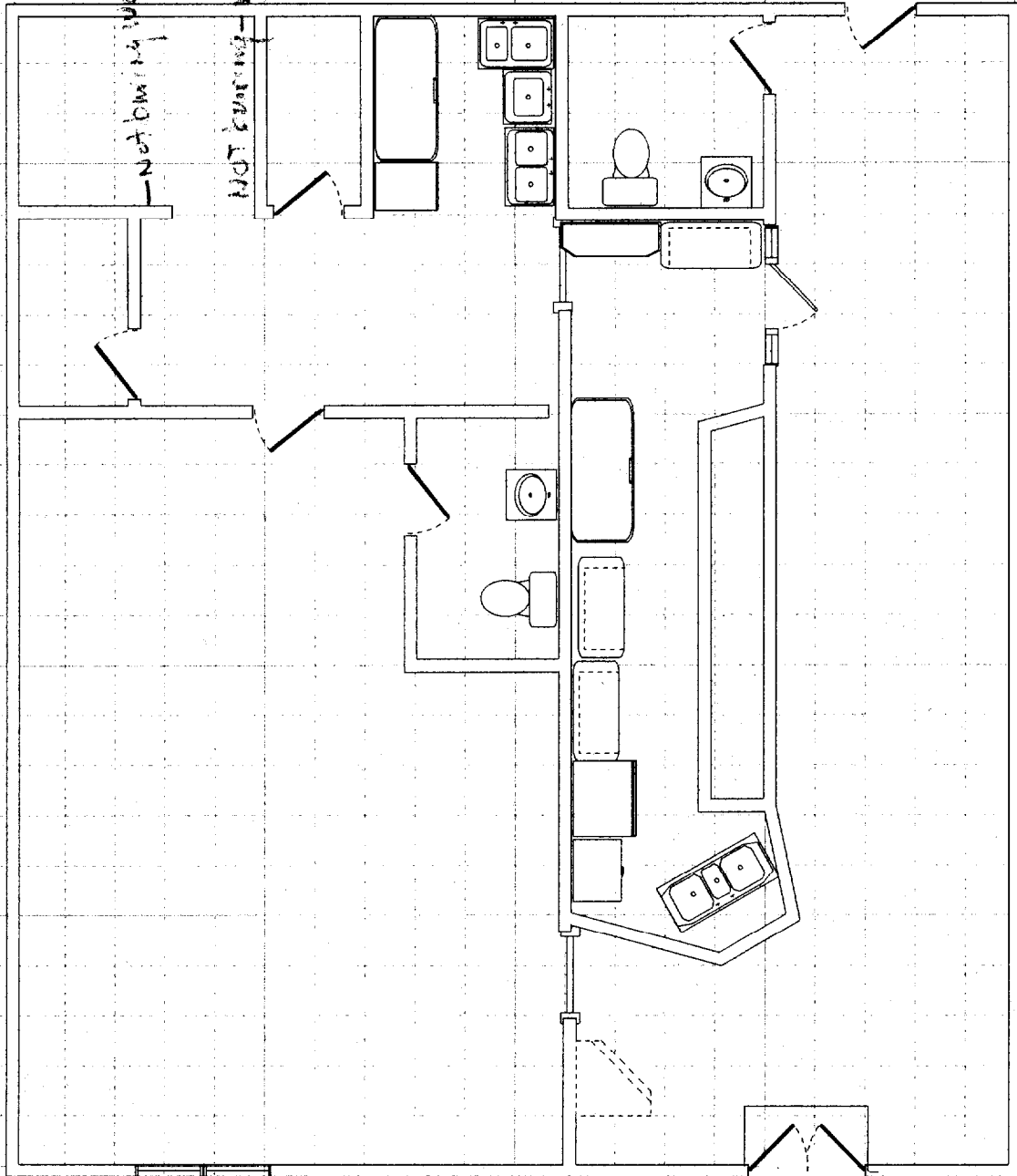
## 8. Alterations and Improvements.

(a) Tenant acknowledges that it is leasing the Leased Premises "as is" and "where is" and that Landlord is not responsible for making any improvements or alterations to the Leased Premises. Tenant shall not make any improvements, alterations, additions or installments to the Leased Premises without Landlord's prior written approval, which approval will not be unreasonably withheld or delayed; provided, however, if such improvements, alterations, additions or installments involve any structural work or alter the exterior of the Building, then Landlord may withhold its approval in its sole discretion.

# Mekhong Thai Portland

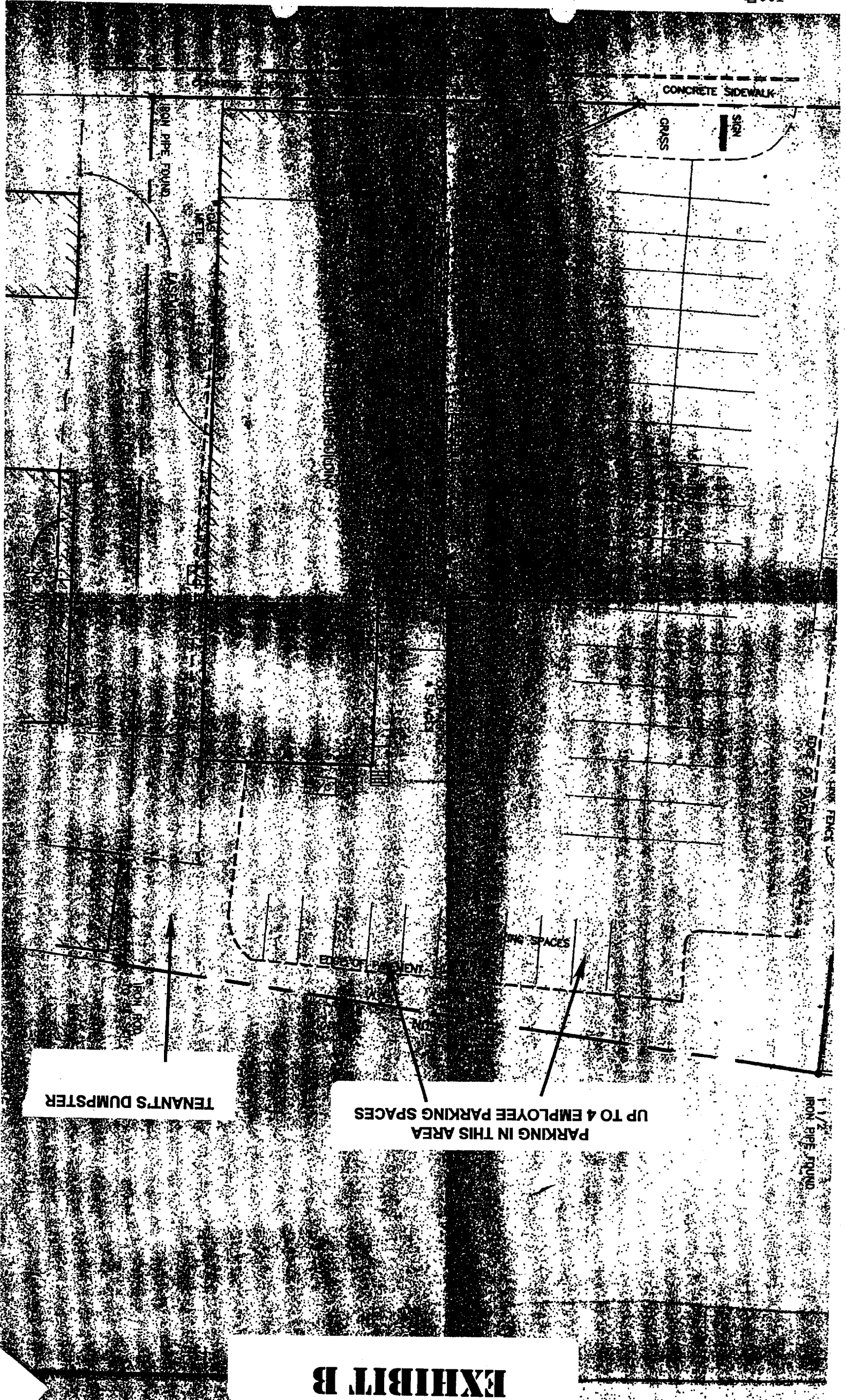
865 Forest Avenue, Portland

BEFORE









TENANT'S DUMPSTER

PARKING IN THIS AREA UP TO 4 EMPLOYEE PARKING SPACES

EXHIBIT B