

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND**

BU **LD** ION

**PERMIT**

Please Read Application And Notes, If Any, Attached

**PERMIT ISSUED**

Permit Number: 090610  
**JUN 15 2009**

**CITY OF PORTLAND**

This is to certify that ROCKPROP LLC /Harold Der Farnum  
 has permission to Change of use of left side of 1st floor from bar saloon restaurant to interior renovations for restaurant area (all of  
 AT 14 VERANDA ST CL 429 C006001

provided that the person or persons, firm or corporation accounting 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 lathed or otherwise red-in. 24 HOUR 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. \_\_\_\_\_  
 Health Dept. \_\_\_\_\_  
 Appeal Board \_\_\_\_\_  
 Other \_\_\_\_\_  
Department Name

*James Burke* 6/15/09  
 Director - Building & Inspection Services

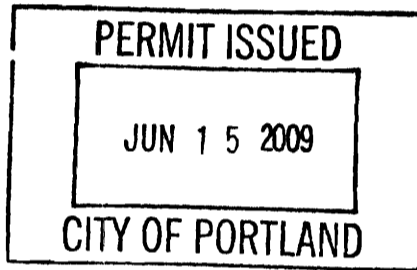
**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0610	Issue Date:	CBL: 429 C006001
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Location of Construction: 14 VERANDA ST	Owner Name: ROCKPROP LLC	Owner Address: 33 LEIGHTON RD	Phone:
Business Name:	Contractor Name: Harold Dennis Farnum	Contractor Address: 75 Farnum Lane Sebago	Phone: 2075767476
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-2
Past Use: Commercial - restaurant & hair salon	Proposed Use: Commercial - Restaurant (whole 1st floor) - Interior renovations to restaurant area	Permit Fee:	Cost of Work: \$0.00
			CEO District: 4
Proposed Project Description: Change of use of left side of 1st floor from hair salon to restaurant - Interior renovations to restaurant area (all of 1st floor)		FIRE DEPT: <i>w/conditions</i> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: A-2/R Type: SB IBC-2003
		Signature: <i>JMB per K.G.</i>	Signature: <i>JMB 6/15/09</i>
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
		Signature: _____ Date: _____	

Permit Taken By: Ldobson	Date Applied For: 06/15/2009	<b>Zoning Approval</b>		
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. 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 <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan	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	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	
	Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ conditions</i> Date: <i>JMB per A.M. 6/1/09</i>	Date: _____	Date: _____	Date: <i>JMB</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

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

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

<b>Permit No:</b> 09-0610	<b>Date Applied For:</b> 06/15/2009	<b>CBL:</b> 429 C006001
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<b>Location of Construction:</b> 14 VERANDA ST	<b>Owner Name:</b> ROCKPROP LLC	<b>Owner Address:</b> 33 LEIGHTON RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Harold Dennis Farnum	<b>Contractor Address:</b> 75 Farnum Lane Sebago	<b>Phone:</b> (207) 576-7476
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Commercial - Restaurant (whole 1st floor) - Interior renovations to restaurant area	<b>Proposed Project Description:</b> Change of use of left side of 1st floor from hair salon to restaurant - Interior renovations to restaurant area (all of 1st floor)
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Jeanine Bourke      **Approval Date:** 06/15/2009

**Note:** Previously approved by Ann M. **Ok to Issue:**

Change of use permit to restaurant for right half of first floor was #08-0464. Floor area not including food prep & storage is 986.25, so 7 spaces are required for the restaurant & one for the dwelling unit for a total of 8 spaces. The owner of 14 Veranda also owns the lot next door (429-C-7) which has plenty of parking. A letter from the owner states that the lease include parking for up to 10 vehicles.

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

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Jeanine Bourke      **Approval Date:** 06/15/2009

**Note:** This review was started by Chris H. **Ok to Issue:**

- 1) Approval of license is subject to health inspections per the Food Code.
- 2) New restaurant, lounge or bar must meet the requirements of the City and State Food Codes
- 3) Equipment must be installed in compliance per the manufacturer's specifications
- 4) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 5) There must be a 2" clearance maintained between the chimney and any combustible material, with draft stopping per code at each level
- 6) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.
- 7) 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:** Jeanine Bourke      **Approval Date:** 06/15/2009

**Note:** Previously approved by Keith G. **Ok to Issue:**

- 1) Fire extinguishers required. Installation per NFPA 10
- 2) Residential occupancy and its egress shall be separated from restaurant by 2-hour fire rated construction, or be one-hour and have a complete fire alarm system. Document.
- 3) A separate Fire Alarm System Permit is required per the Fire Department.
- 4) Emergency lights and exit signs are required
- 5) All construction shall comply with NFPA 101

<b>Location of Construction:</b> 14 VERANDA ST	<b>Owner Name:</b> ROCKPROP LLC	<b>Owner Address:</b> 33 LEIGHTON RD	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Harold Dennis Farnum	<b>Contractor Address:</b> 75 Farnum Lane Sebago	<b>Phone</b> (207) 576-7476
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

**Comments:**

6/15/2009-Ldobson: Payment on 5/27/2009 permit#090511

6/15/2009-jmb: The new contractor Dennis F. And lesee, Hai came in to reapply and resume with the review under their names. Dennis had originally drawn the plans and updated information. He also brought in several photos showing the space and the layers of sheetrock at the ceiling. He did several test bore holes and there are 2 layers of 5/8 and 1 plaster. All holes will be patched with same. All penetrations will be sealed. Ok to issue

**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.**

  X   **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

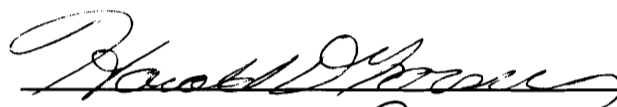
  X   **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.**

**NOTE: There is a \$75.00 fee per inspection at this point.** *& Health Inspection for License*

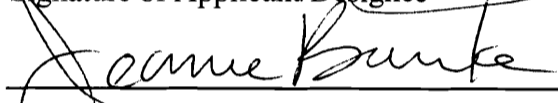
Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**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.**

  
\_\_\_\_\_  
Signature of Applicant/Designee

4/13/09  
Date

  
\_\_\_\_\_  
Signature of Inspections Official

6/15/09  
Date



# 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: <u>12-14 Veranda ST Portland Me 04103</u>		
Total Square Footage of Proposed Structure/Area <u>16,000 Sq FT</u>	Square Footage of Lot <u>12,000 Sq FT</u>	Number of Stories <u>Two</u>
Tax Assessor's Chart, Block & Lot Chart# <u>423</u> Block# <u>C</u> Lot# <u>6</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Hai Xuan Pham</u> Address <u>15 Brookside Lane</u> City, State & Zip <u>Portland Me - 04103</u>	Telephone: <u>874-0044</u> <u>874-0045</u> <u>749-7078 Cell</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>John Cove</u> <u>Recorp LLC</u> Address <u>33 Leighton Rd</u> City, State & Zip <u>Yarmouth Me. 04096</u>	Cost Of Work: \$ <u>19,000</u> C of O Fee: \$ Total Fee: \$ <u>pd. 5/27/09</u>
Current legal use (i.e. single family) <u>Commercial/Resident</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>RESTAURANT.</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: _____		
Contractor's name: <u>Harold Dennis Farnum</u> Address: <u>75 Farnum Lane</u> City, State & Zip <u>Sebago Me. 04029</u> Telephone: <u>Same as above</u> Who should we contact when the permit is ready: <u>Same</u> Telephone: <u>576-7476 Cell</u> Mailing address: <u>Same</u> <u>To Dennis Farnum</u>		

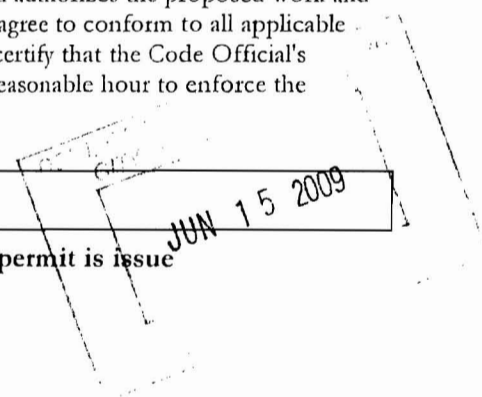
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

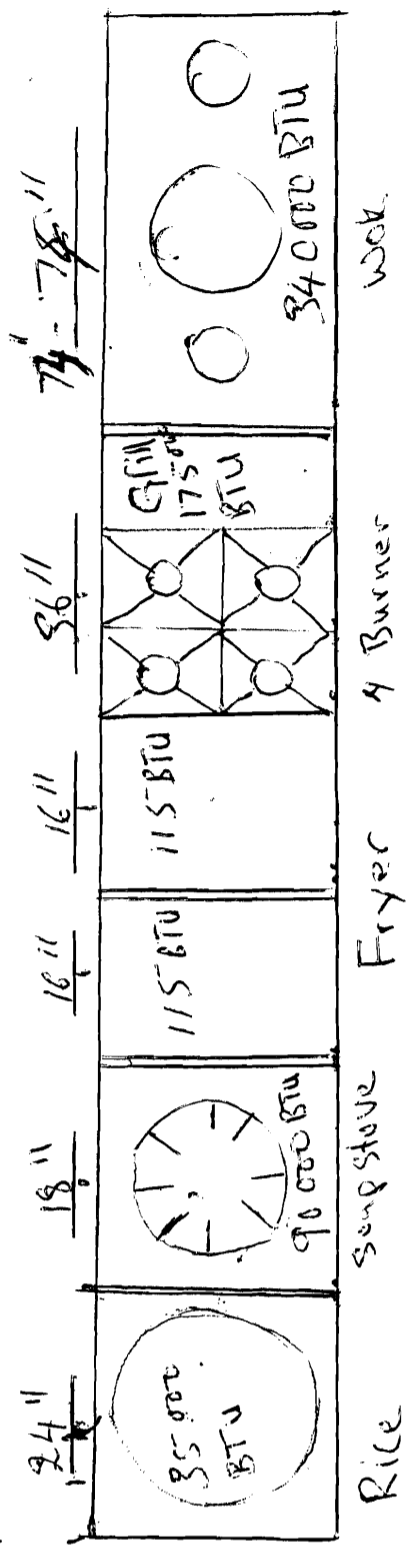
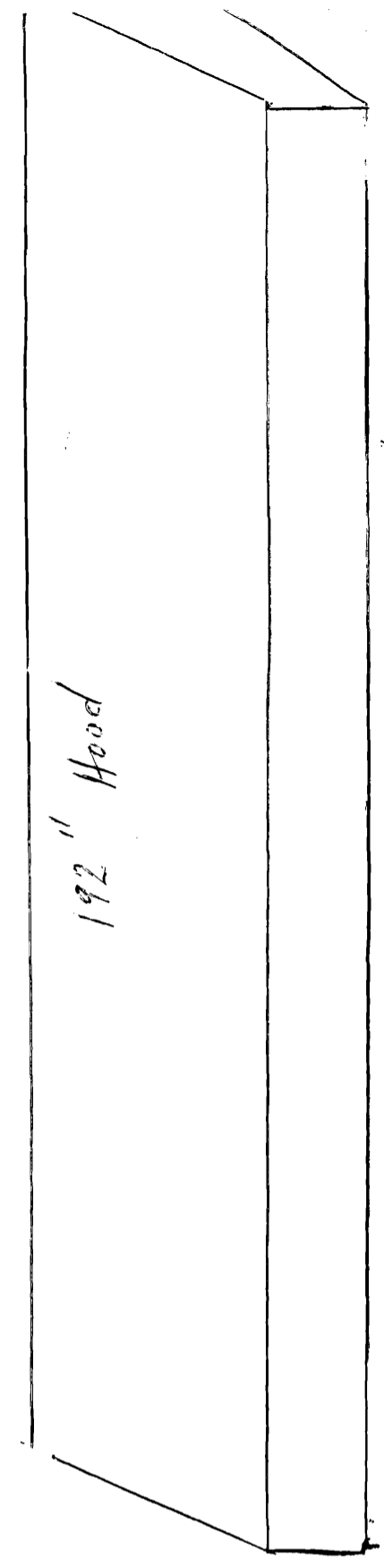
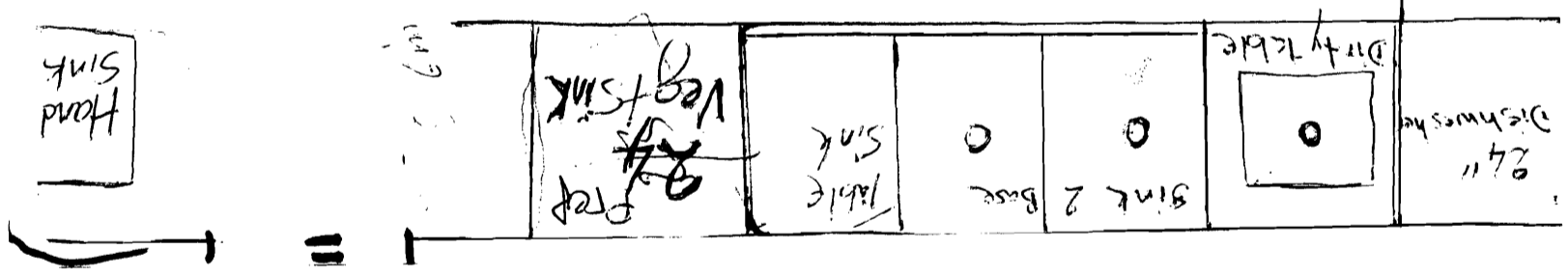
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division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

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

Signature: [Signature] Date: 6/15/09

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





JUN 15 2009

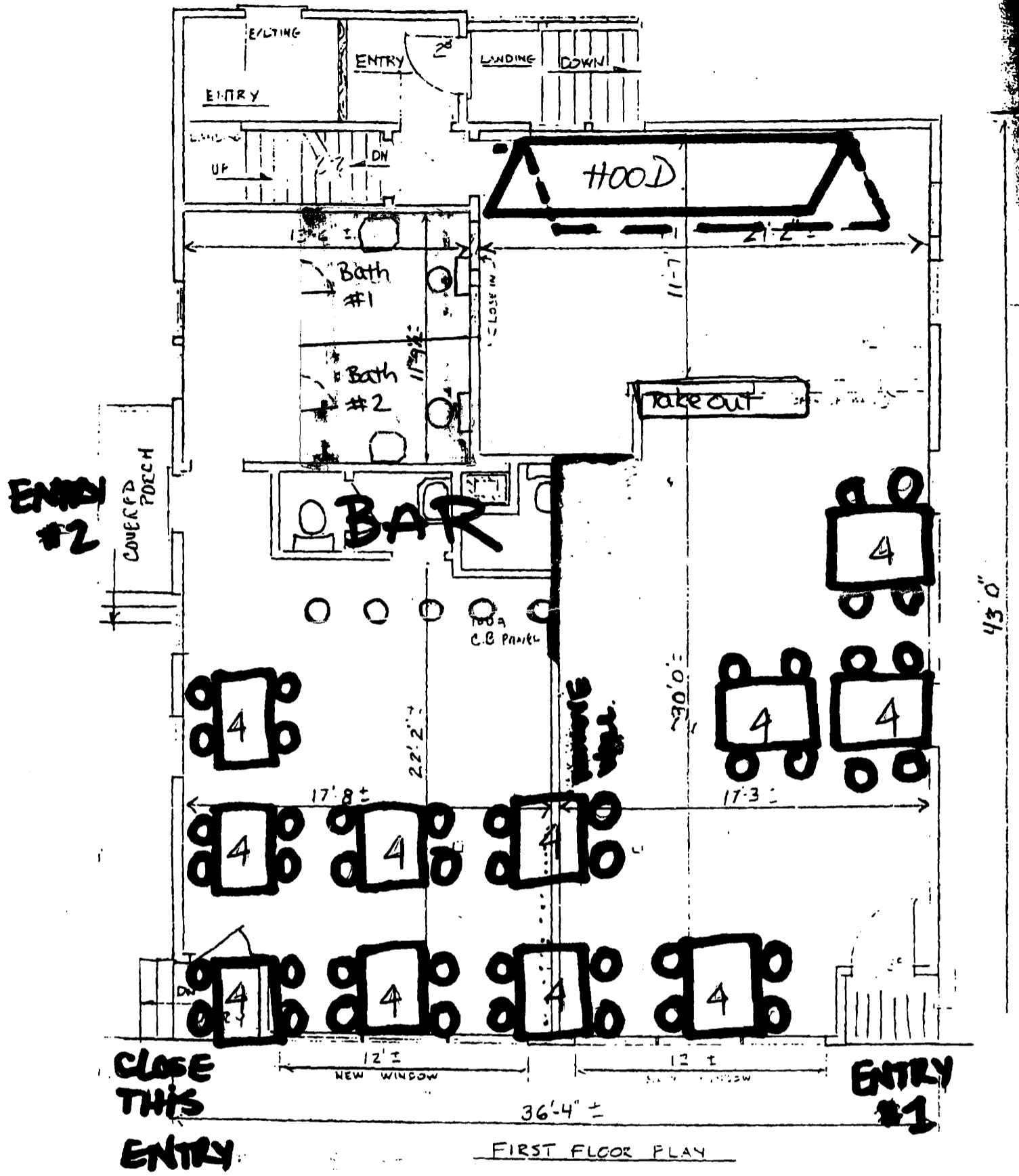
24"  
Dishwasher

Clean table  
36"

WOOD BURN

# EXHIBIT "A"

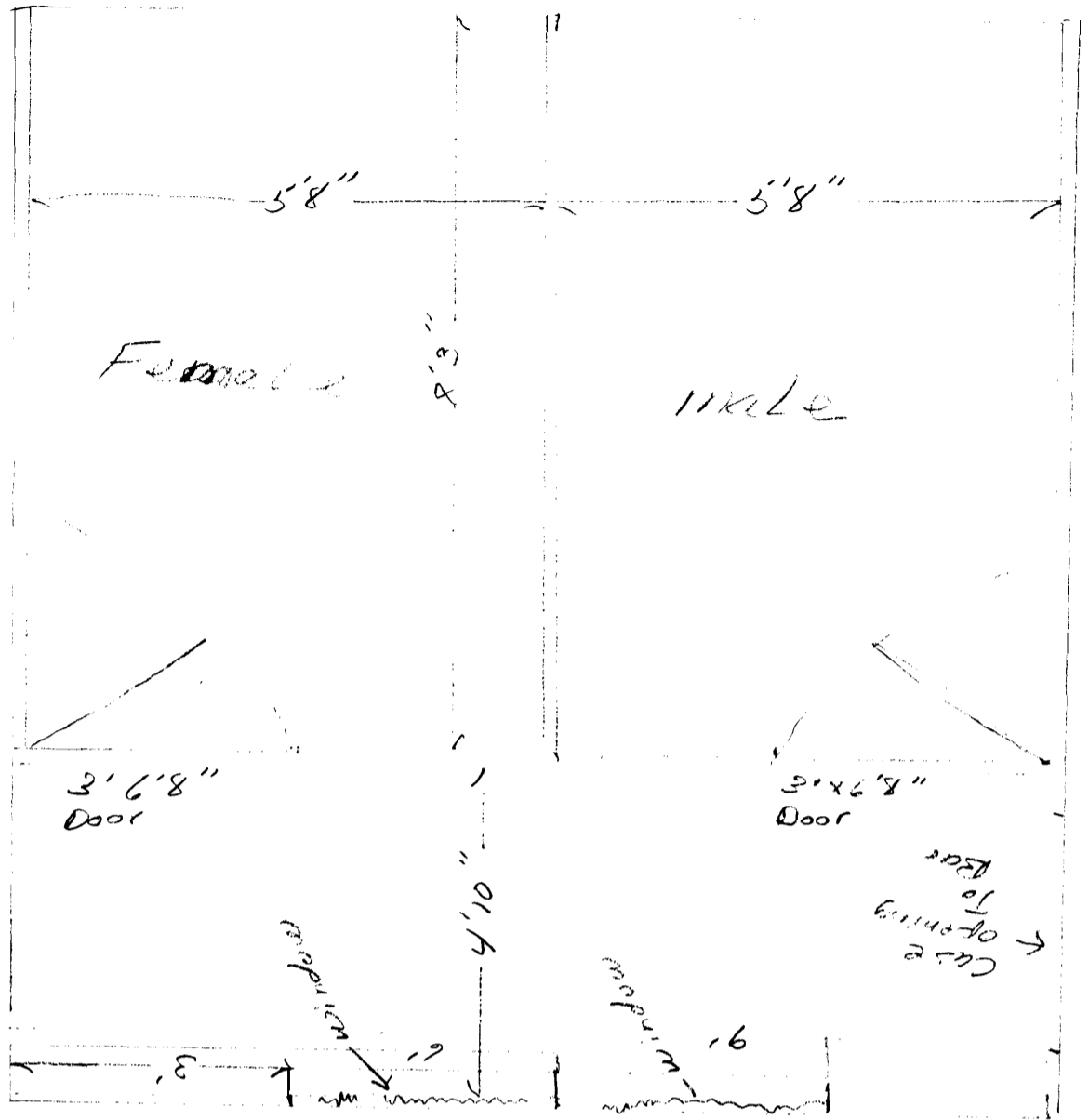
NEW FIRE





Handicap Bath Rm

Handel Studio  
6/15/09



JUN 15 2009

- Remove Non Support walls

~~Support~~ - Support Posts

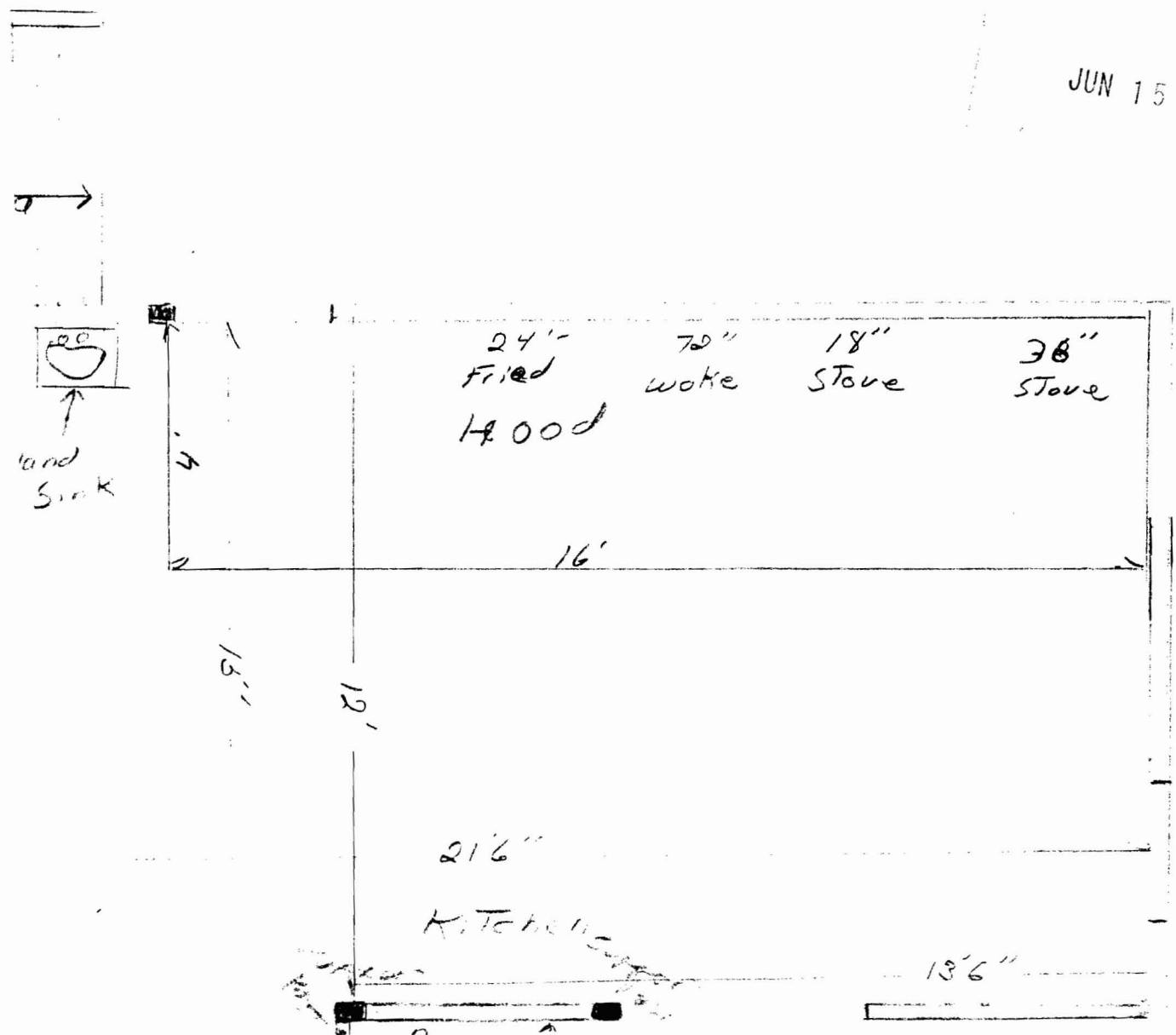
3/8 Scafe

576-7476

Dennis Farnum

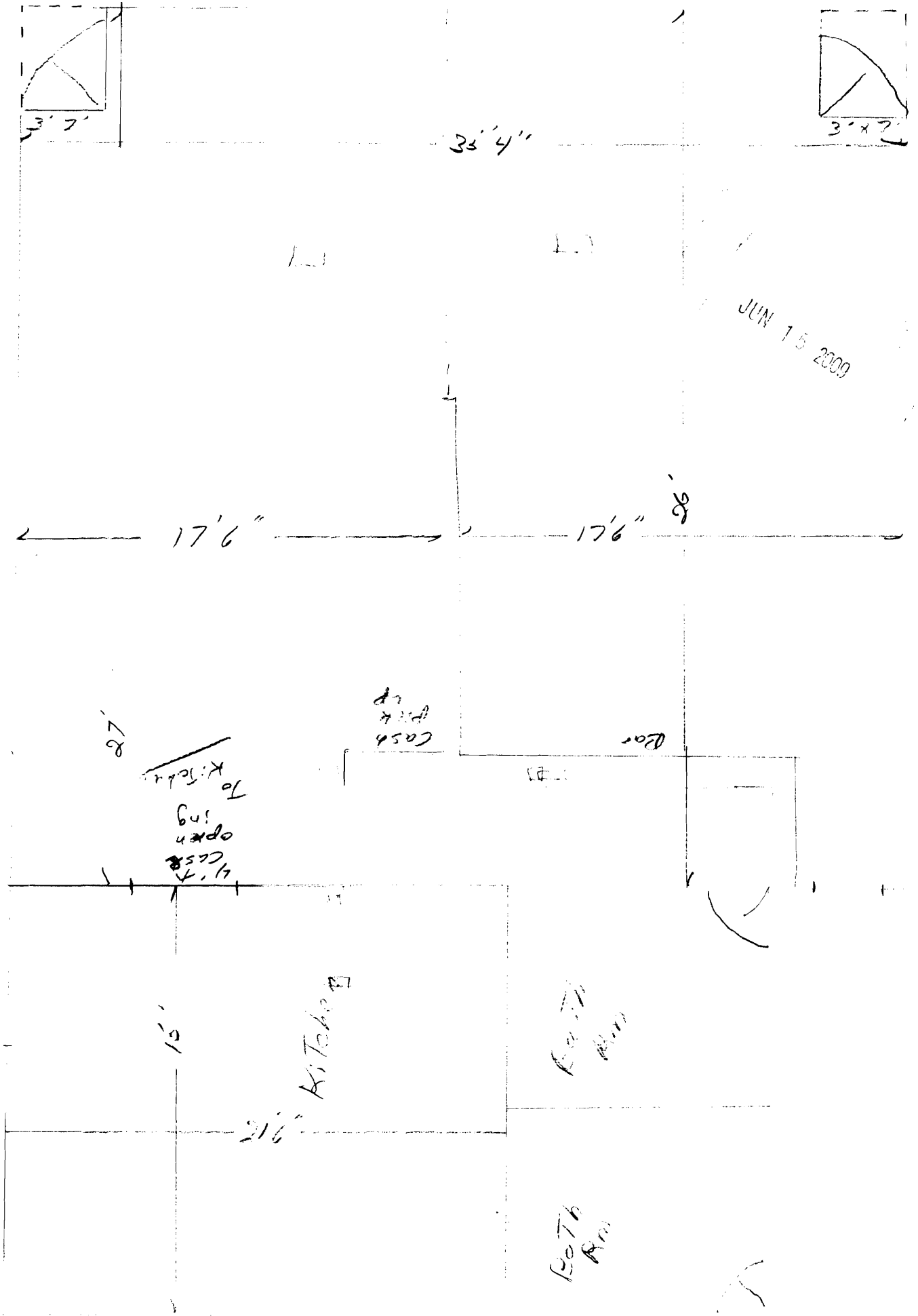
Dennis Farnum  
6/15/09

JUN 15 2009



Road or Front

In side of Building



Approved by  
6/15/09

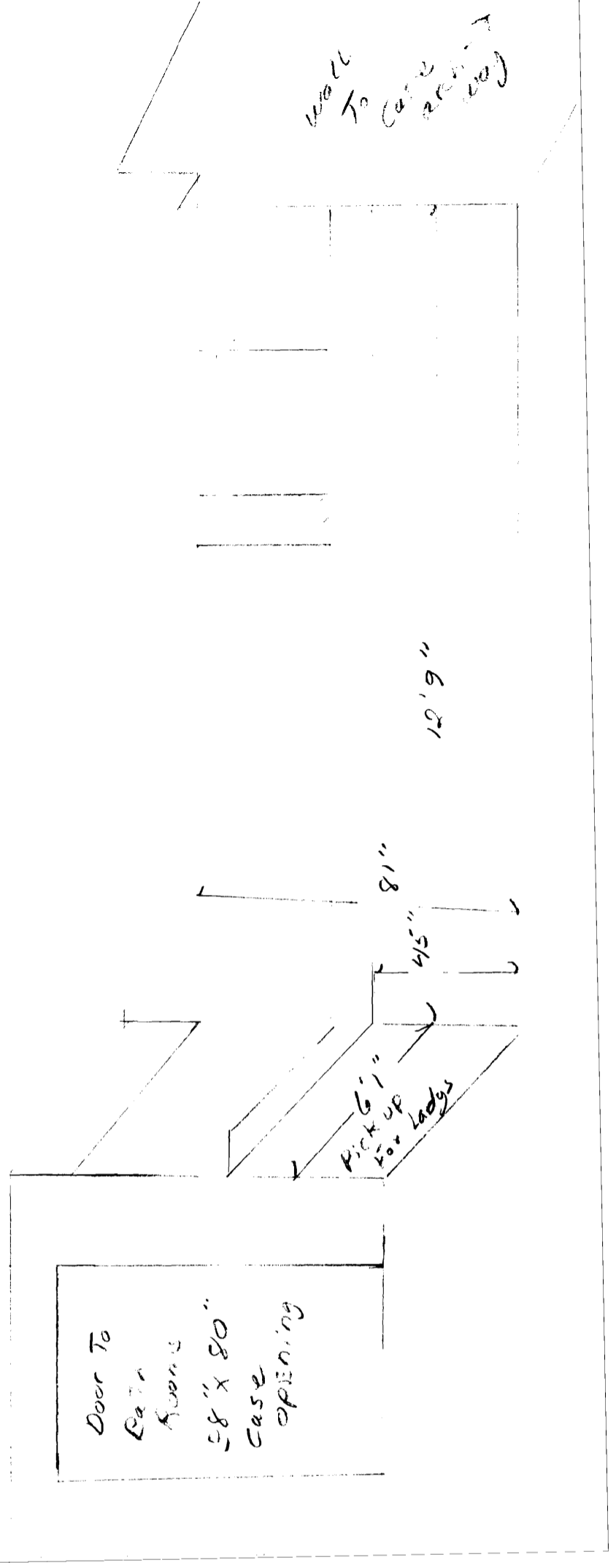
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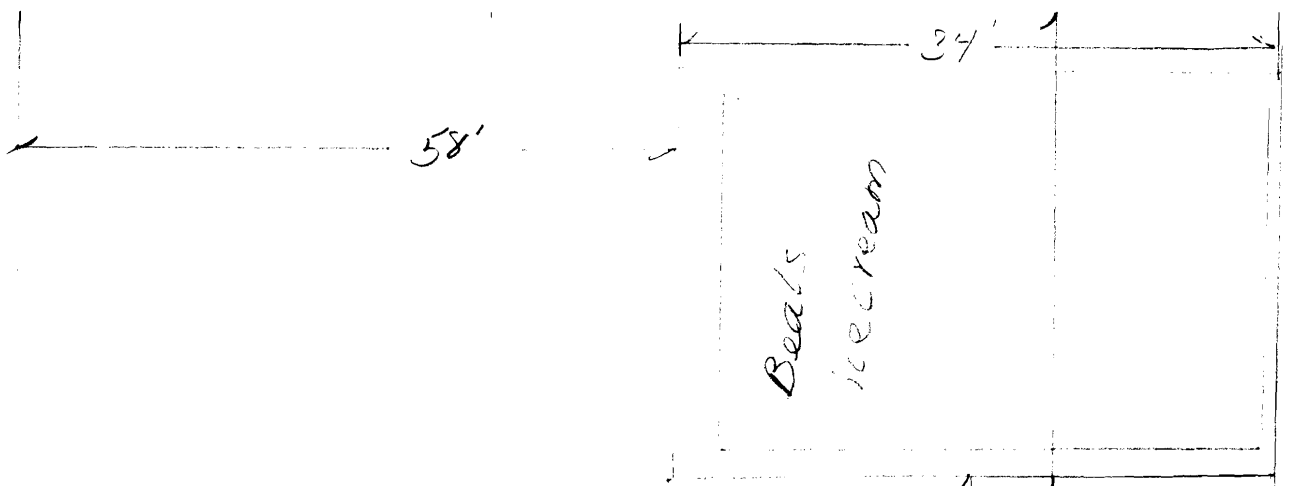
6/15/11

6/15/11  
C. J. ...

JUN 15 2011



pembroke Rd



dimensions of parking area.

MAY 29 2000

JUN 12 2000

110'

39'

67'

ENTER

Veranda ST.

Opportunity Farming  
6/12/00

Parking  
Lot

90'

44'

46'

There ARE Four parking spaces on this side of building as of now!

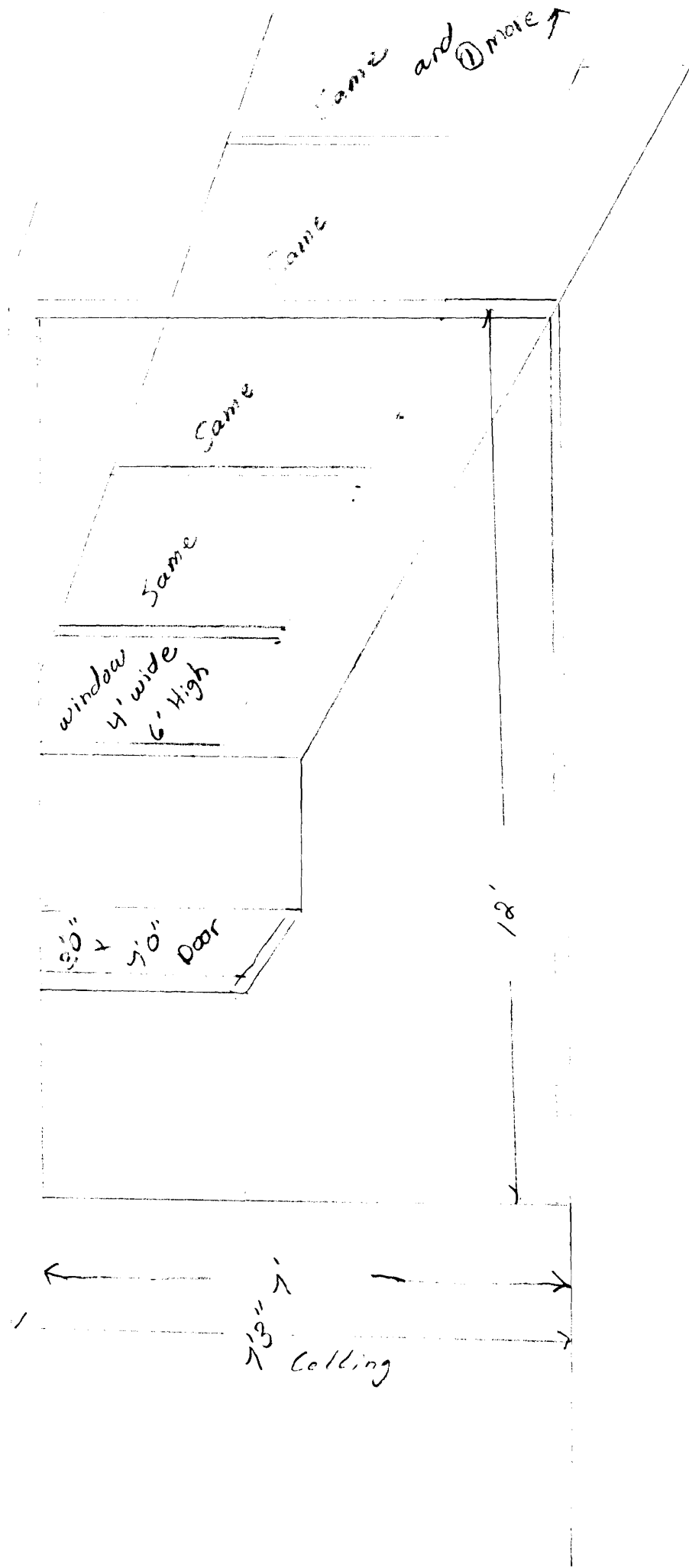
(12+14)  
Veranda ST

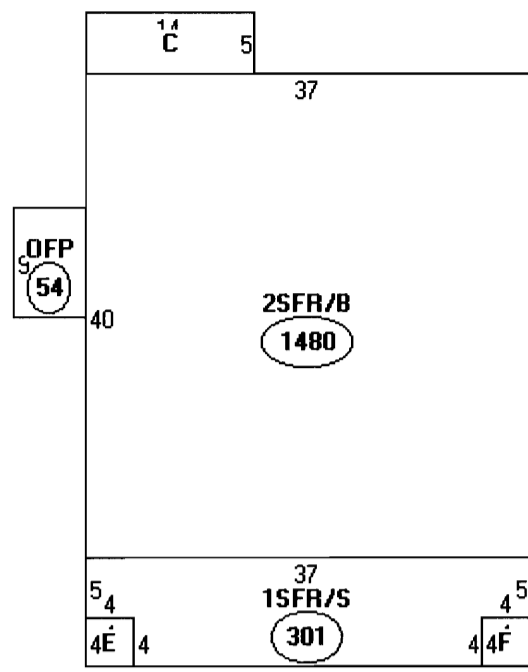
Front view To window:

Approved by  
6/12/09

JUN 11 2009

(2009-07)





Descriptor/Area	
A: 2SFR/B	1480 sqft
B: OFF	54 sqft
C: 2SEFP/CR	70 sqft
D: 1SFR/S	301 sqft
E: CNPY	16 sqft
F: CNPY	16 sqft

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information**

**Card Number** 1 of 1  
**Parcel ID** 429 C007001  
**Location** 18 VERANDA ST  
**Land Use** RETAIL & PERSONAL SERVICE

**Owner Address** EAST DEERING PROPERTIES LLC  
 33 LEIGHTON RD  
 YARMOUTH ME 04096

*-- Same owner - John Grove different LLC*

**Book/Page** 19599/299  
**Legal** 429-C-7  
 VERANDA ST  
 PEMBROKE ST  
 5993 SF

**Current Assessed Valuation**

**Land** \$96,700      **Building** \$19,980      **Total** \$116,680

**Building Information**

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1940	1	792	1

Total Acres	Total Buildings Sq. Ft.	Structure Type	Building Name
0.138	792	FOOD STAND	BEALS ICE CREAM

**Exterior/Interior Information**

Section	Levels	Size	Use
1	B1/B1	396	SUPPORT AREA
1	01/01	396	MULTI-USE SALES

Height	Walls	Heating	A/C
9		NONE	NONE
9	CONC. BLOCK	NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

**Building Other Features**

Line	Structure Type	Identical Units
2	CANOPY - ONLY	1

**Yard Improvements**

Year Built	Structure Type	Length or Sq. Ft.	# Units
1985	ASPHALT PARKING	500	1

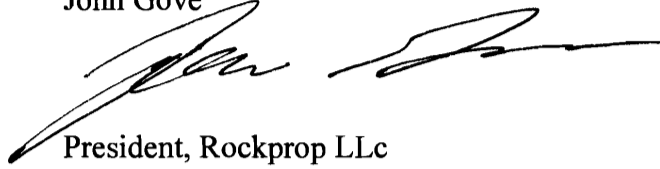


ROCKPROP LLC  
33 Leighton Rd.  
Yarmouth, Me. 04096

To whom it may concern:

Hai Pham has leased the commercial space at 12-14 Veranda St. in Portland, Me. for the primary use as a soup and noodle restaurant. Included in the lease of these premises is off street parking for up to ten vehicles.

Regards,  
John Gove



President, Rockprop LLC

**COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES (fill in) Rockprop, LLC., with a mailing address of 33 Leighton Dr. Yarmouth, Me. 04096, ("LANDLORD"), hereby leases to Hai Xuan Pham / SONKA T. NGUYEN, with a mailing address of 15 Brookside Lane Portland Me 04103, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) The Premises are deemed to contain 1,500 square feet. The Premises are located at 12-14 Veranda Street, Portland, ME 04103 together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM (fill in) The term of this Lease shall be for Ten Years, unless sooner terminated as herein provided, commencing on April 1, 2009 and ending on March 31, 2019.

4. RENT (fill in) TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated 10 Veranda Street Portland, Maine 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION (fill in or delete) So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for 1 terms of Five Years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

Lease Year(s)	Annual Base Rent	Monthly Rent
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

MAY 29 2009

6. SECURITY DEPOSIT (fill in) Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One Thousand Six Hundred Fifty Dollars (\$ 1,650.00 ), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

7. RENT ADJUSTMENT If in any tax year commencing with the fiscal year 0, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 0 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with

A. TAX ESCALATION (fill in or delete) 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 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, \_\_\_\_\_ percent ( \_\_\_\_\_ %) of any increase in operating expenses over those incurred during the calendar year 0. 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 delivery, pay TENANT'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 increases.

8. UTILITIES 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 written consent of LANDLORD.

9. USE OF LEASED PREMISES (fill in) TENANT shall use the leased premises only for the purpose of Food service w/ Liquor license

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1<sup>ST</sup> day of May, 2009

TENANT:

LANDLORD:

Hai Xuan Pham  
Legal Name of Tenant

Rockprop, LLC.  
Legal Name of Landlord

[Signature]  
Signature

[Signature]  
Signature

Hai Xuan Pham /owner  
NAME/TITLE

John Gove owner  
NAME/TITLE

[Signature]  
Witness to Tenant

[Signature]  
Witness to Landlord

GUARANTY (fill  
in or delete)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with TENANT,

Same ("GUARANTOR")  
does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 1<sup>ST</sup> day of May, 2009

GUARANTOR:

Hai Xuan Pham  
Legal Name of Guarantor

[Signature]  
Signature

[Signature]  
Witness to Guarantor

Hai Xuan Pham  
NAME/TITLE

Copyright © 2002-2007 All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.

ERS

CARPETE  
SET 10/21/21 E

(SMALL'S LANE)

EXHIBIT "B"

POWER  
POLE

SEE NOTE

N51°02'50"E

298°37'10"W

71.04'

N52°09'20"E FOUND 1" IRON PIPE 0.09'

SET 5/8" IRON ROD w/LAP 9-17-93

M<sup>F</sup> SPARKWICK  
STORAGE FEELER

66.10' C60.10' CHAIN LINK FENCE

POWER POLE 5/8" IRON ROD w/LAP 1 TO BE SET

SET 5/8" IRON ROD w/LAP 9-17-93

BK. 2473 PG. 26 (PLOT 2)

(99.34' DEED) 93.48'

PEMBROKE ST. 338°20'38"W

LOT 3 2/5 ENCUMBR

CO. COMM. JUNE 4, 1887 LINE

COUNTY COMMISSIONER'S OCT. E. 1928 ROAD LINE

NOV. 29, 1827 BK. 1833 PG. 478

Δ STREET

EXISTING BUILDING

N.E. LEOLA BLANK (PLOT 1) BK. 2473 PG. 26

46ft

45ft

FOUND 3/4" IRON PIPE

REVISED 9-23-98 TO SHOW SUBJECT OF NORTHWEST LINE OF ROAD BY DAVIS & DAL FOUNO - LAND SURVEYOR (PLANS: 775531)

5/28/09.

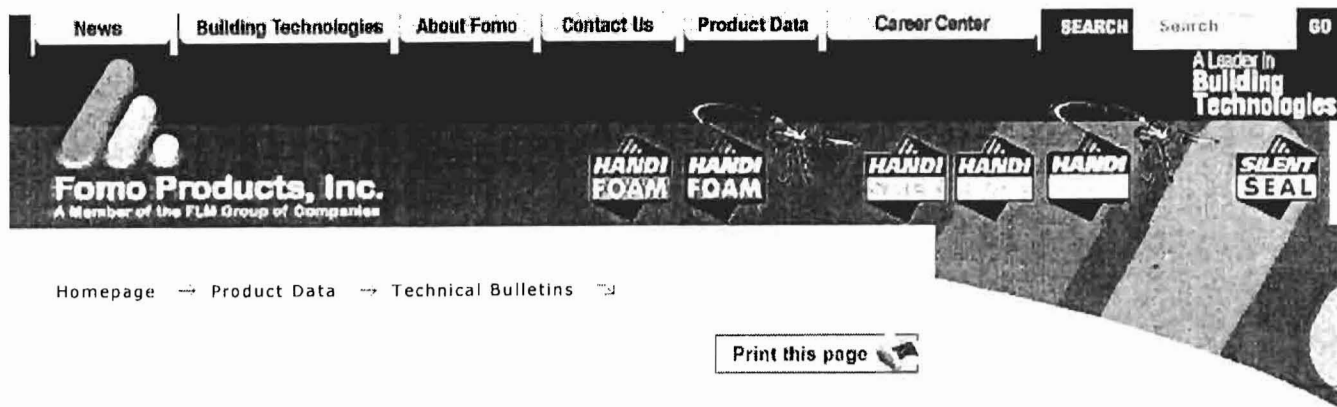
### Change of use:

The current property at 12-14 Veranda street was previously occupied by Supper @ Six and a hair salon.

We want to submit a permit for change of use along with our building permit application that was submitted by our contractor, Philip Grusti. We will occupy the entire first floor and use it for a restaurant.

Contact info: Hai X. Pham  
cell 749-6715  
phone 874-0045  
fax 874-0044.

MAY 29 2009



Homepage → Product Data → Technical Bulletins

Print this page

August, 2005

Firestops and ASTM E-814 (UL 1479)

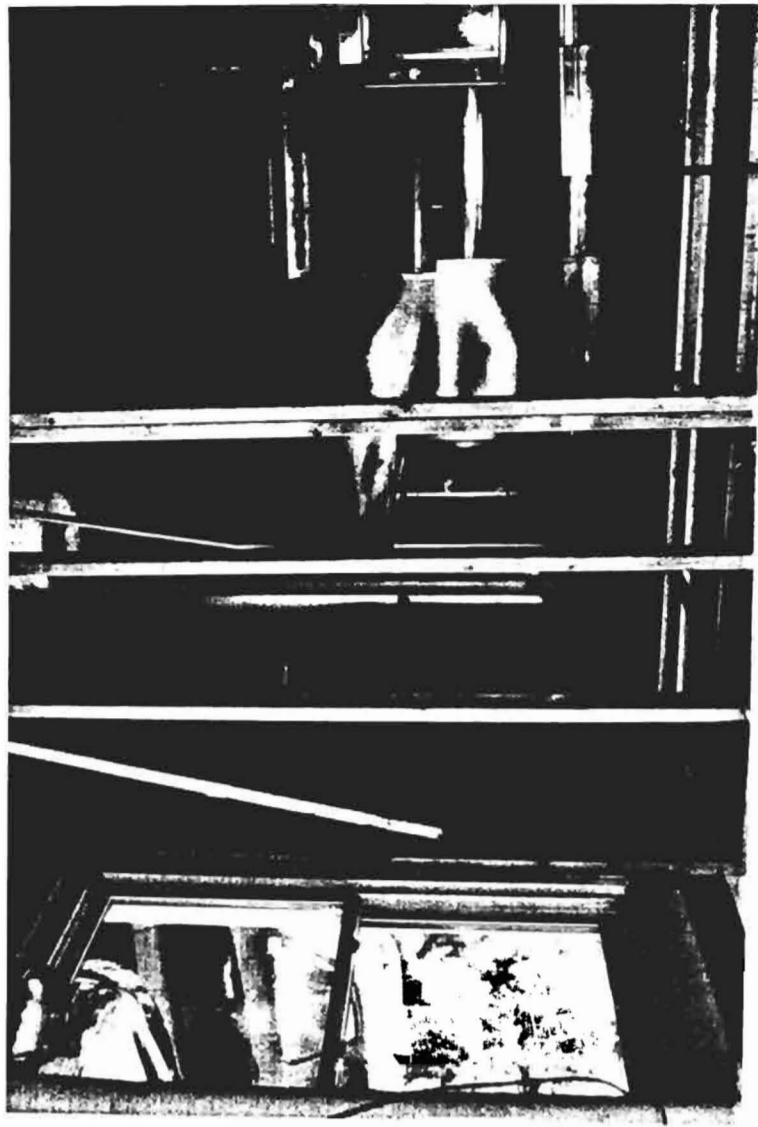
Polyurethane foam is an organic plastic polymer. Therefore, it is combustible and will burn in the presence of sufficient heat, ignition, etc. With the addition of flame retardants, PU foams can be formulated to pass flame spread tests (i.e. ASTM E-84) which measure their resistance to combustion when exposed to an open flame. However, polyurethane foam is not intended to be used by itself as a fire stop material, according to current accepted U.S. model building codes, such as ICC, NFPA, etc., which specify that through-penetration firestop materials be tested according to ASTM E-814 (UL 1479). In order to pass firestop testing as the sole material being tested (no composite structures), a material must essentially be non-combustible, which is clearly not the case for PU foams.

Recently, several one-component PU foams have created confusion in the marketplace by being marketed with misleading and/or poorly worded claims. These products may create a serious liability risk to the end-user if used improperly, as well as an even more serious potential for the unnecessary loss of life and property in the case of an accidental fire situation. Therefore, the purpose of this Technical Bulletin is to clarify and explain the test requirements for firestop materials. Note that this information is relevant for polyurethane foam in pressurized containers (i.e. aerosols), and is not applicable to "caulk-type" mechanically applied tubes of polyurethane, which may contain other inorganic additives that are not present in pressurized PU foam. In addition, this information does not apply to PU foam for fireblocking, as specifically evaluated by ICC-ES, including testing according to a modified version of ASTM E-814.

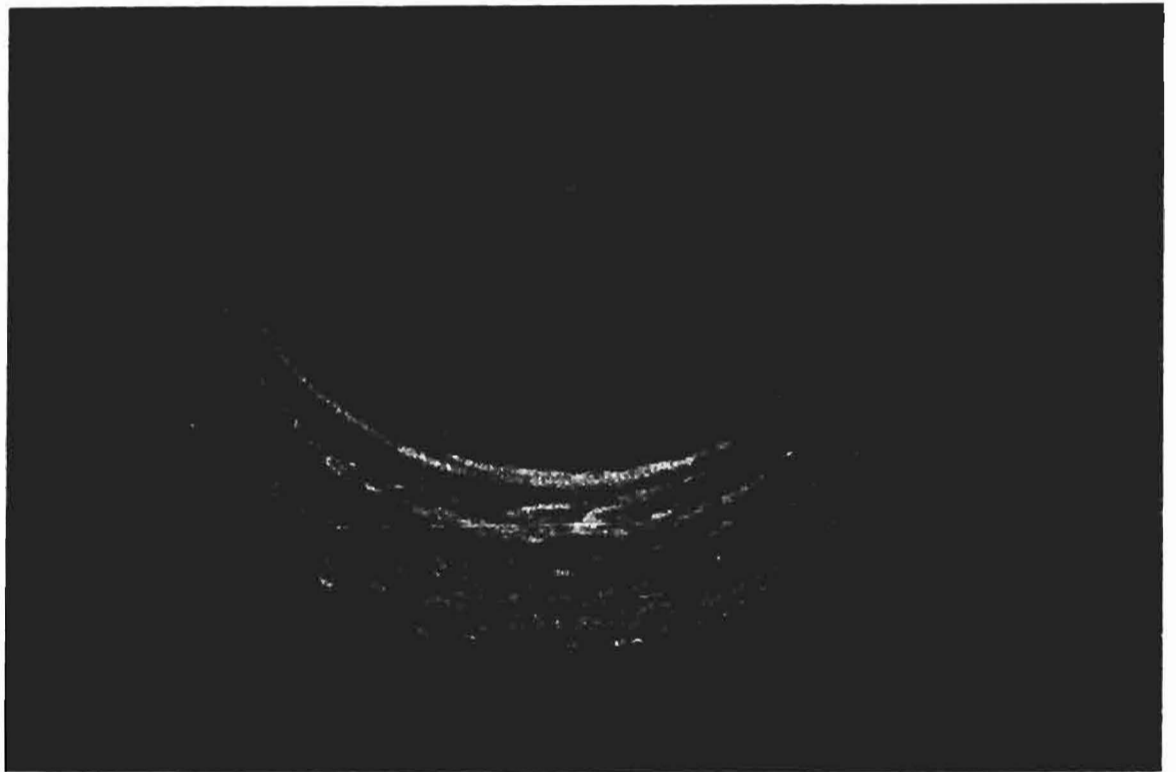
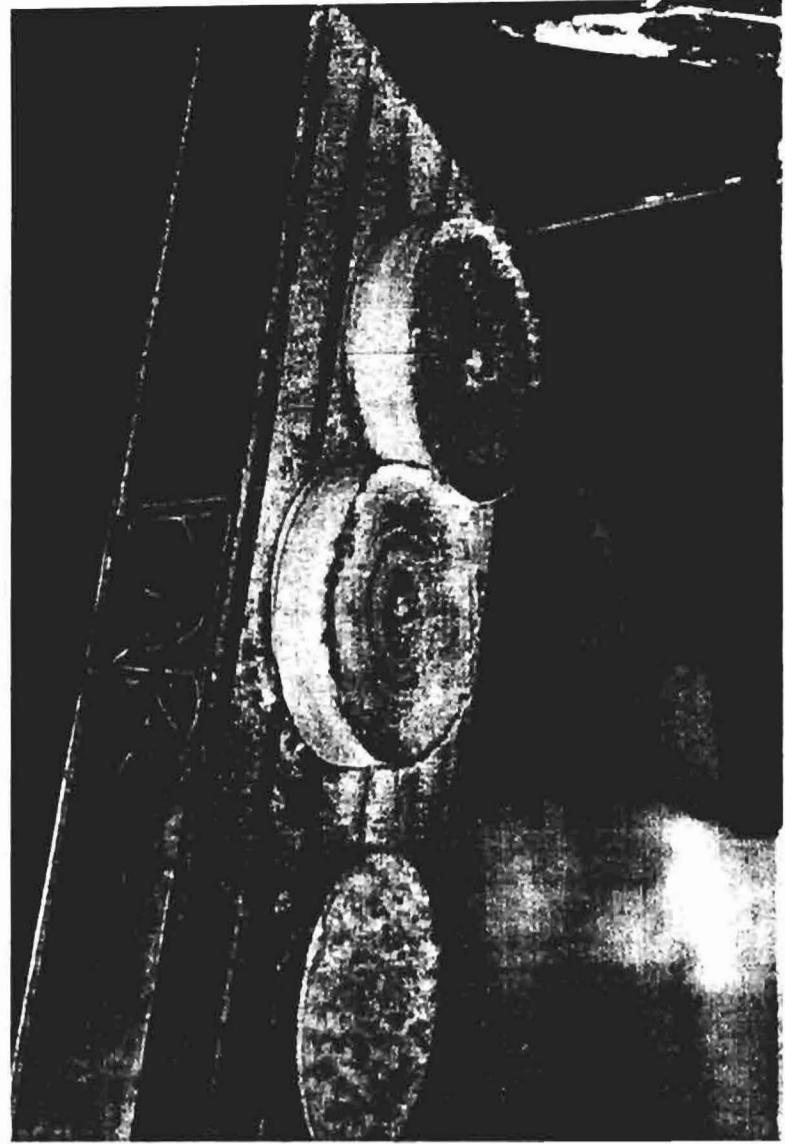
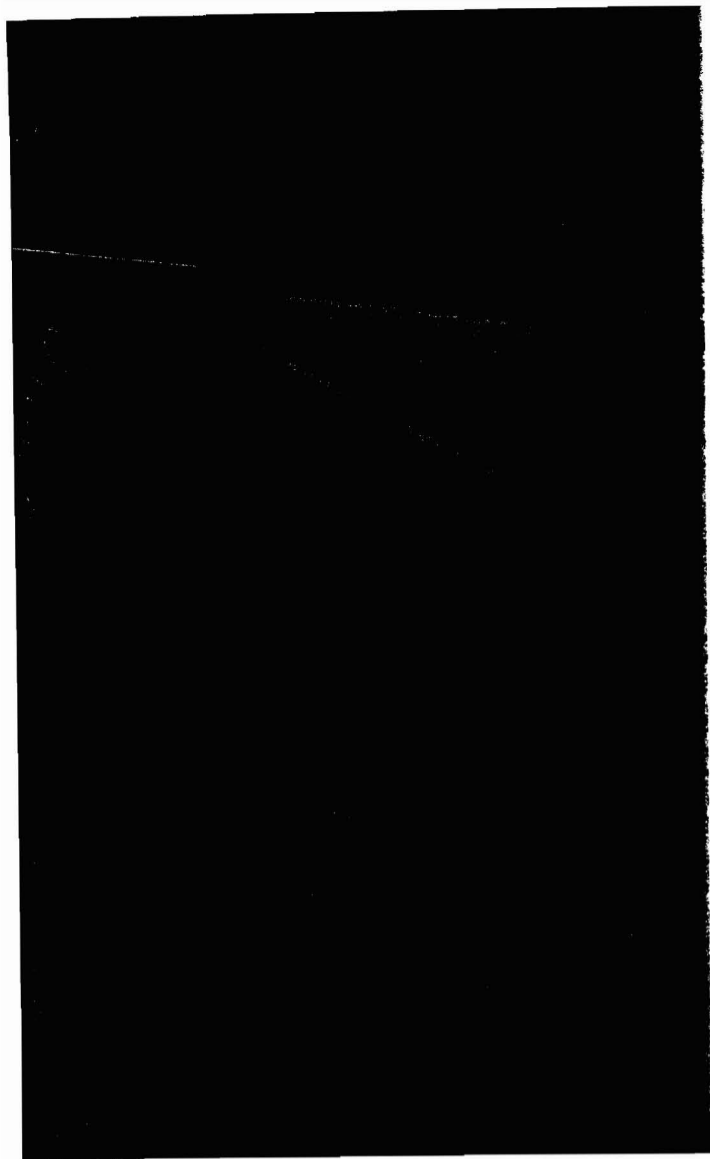
ASTM E-814 (UL 1479) is a large scale fire test which evaluates a complete 'through-penetration' assembly for its ability to withstand exposure to flame, heat and a subsequent water hose stream (to simulate a real-world fire hose situation). Each tested firestop assembly will specify the type of floor or wall that is penetrated (e.g. concrete, steel, framing, etc.), as well as the penetrating item (e.g. metal conduit, plastic pipe, electrical tubing, etc.) and also the fill material (e.g. foam, mineral wool, E 136 fireblock, etc.). Each tested system is assigned an "F Rating" (an hourly rating indicating how long the assembly will withstand the passage of flame, along with a successful hose stream test), a "T Rating" (an hourly rating indicating how long the assembly will prevent a pre-determined temperature rise on the back side of the assembly, along with a successful hose stream test), and sometimes an "L Rating" (air leakage) and a "W Rating" (water leakage). The hourly ratings apply only to the complete system. The individual components are not assigned ratings and are not intended to be interchanged between systems. Additionally, the substitution or elimination of components

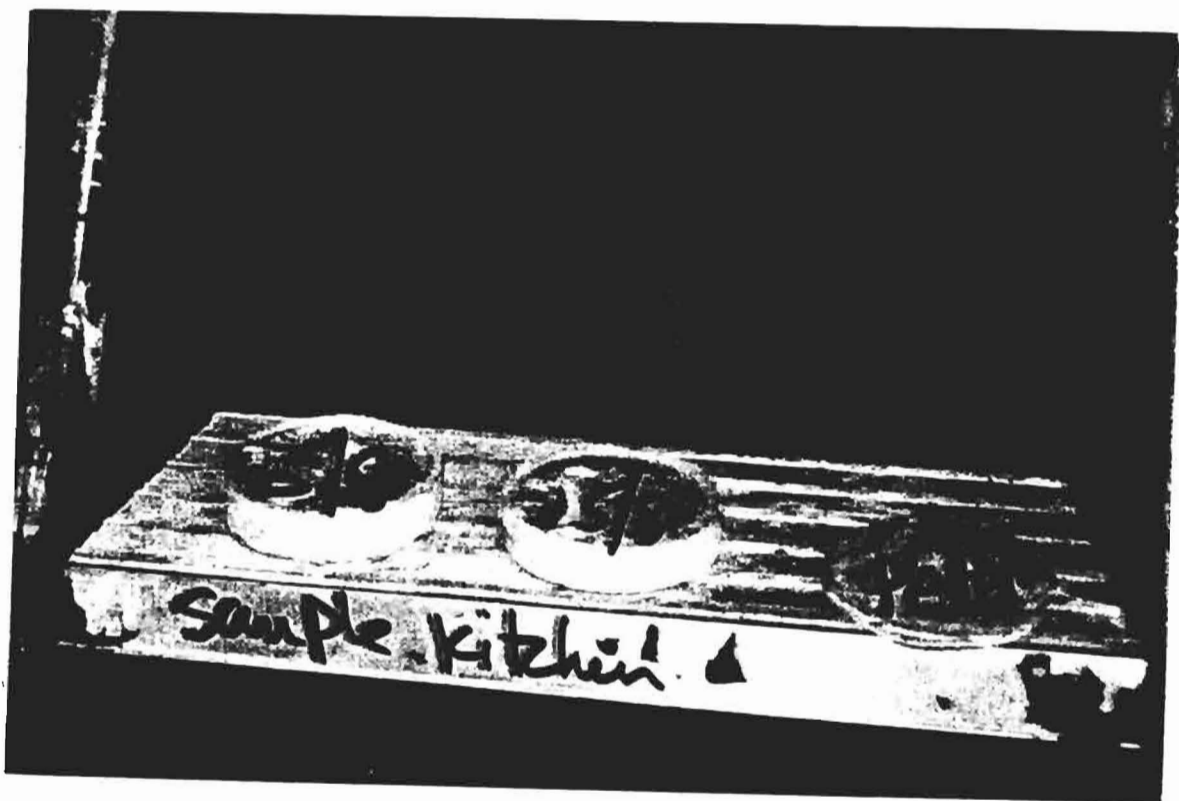
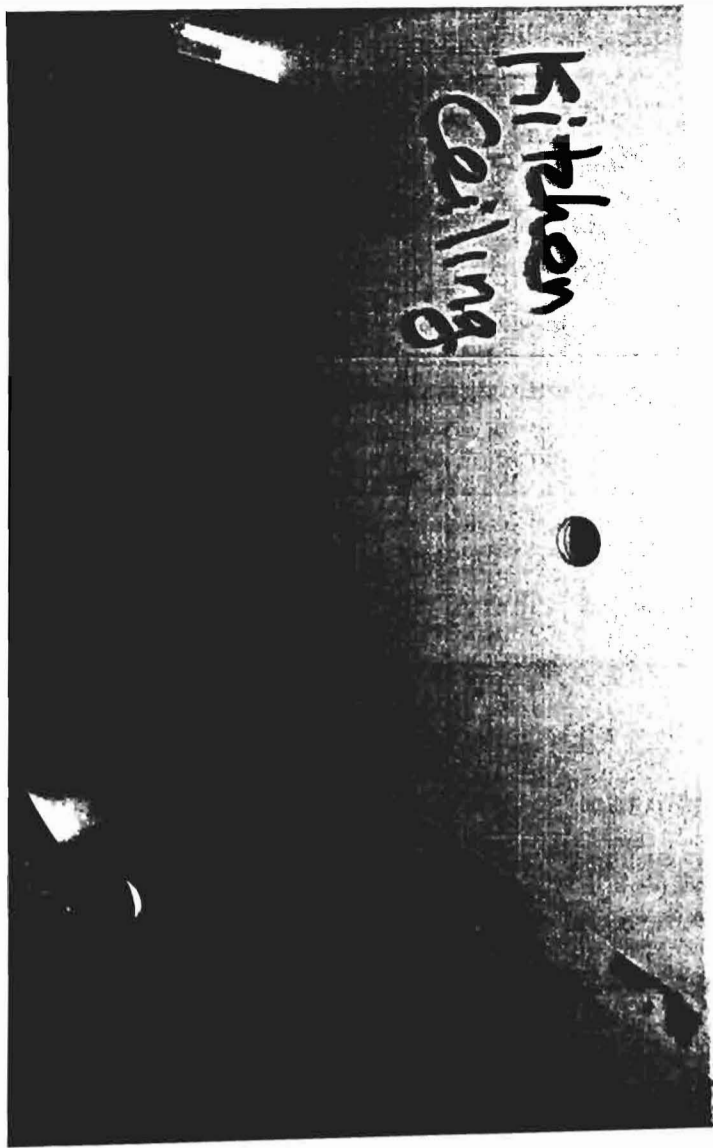
14 Veranda  
429-C-6

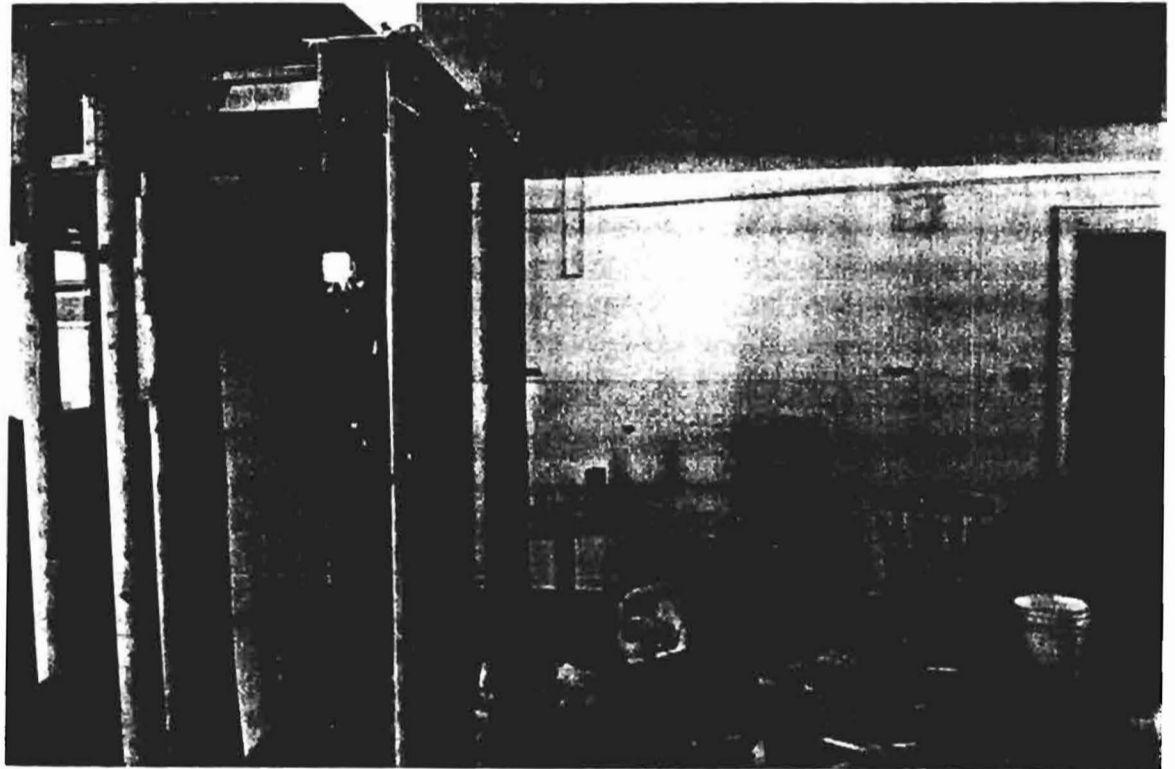
Need to see this on label  
Fire Block  
Handi Foam - w/min wool  
on can for Fireblocking  
ASTM E-814  
per Dennis 7/6/09

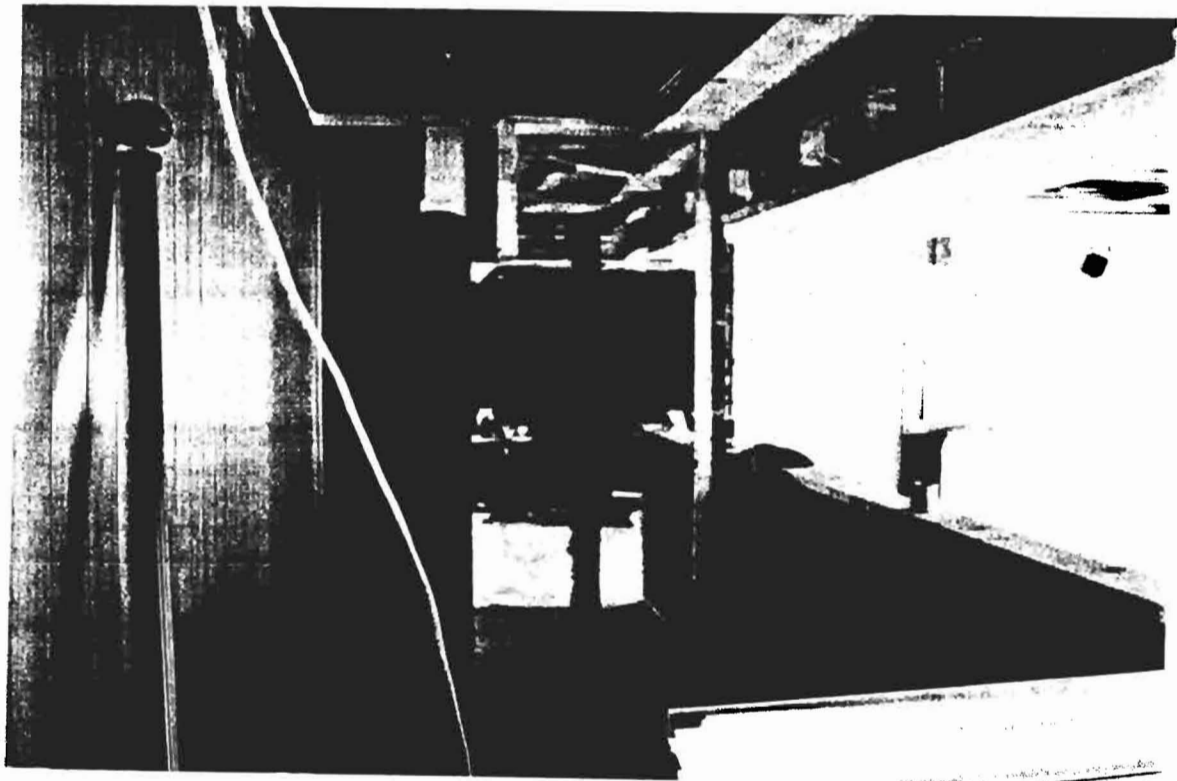


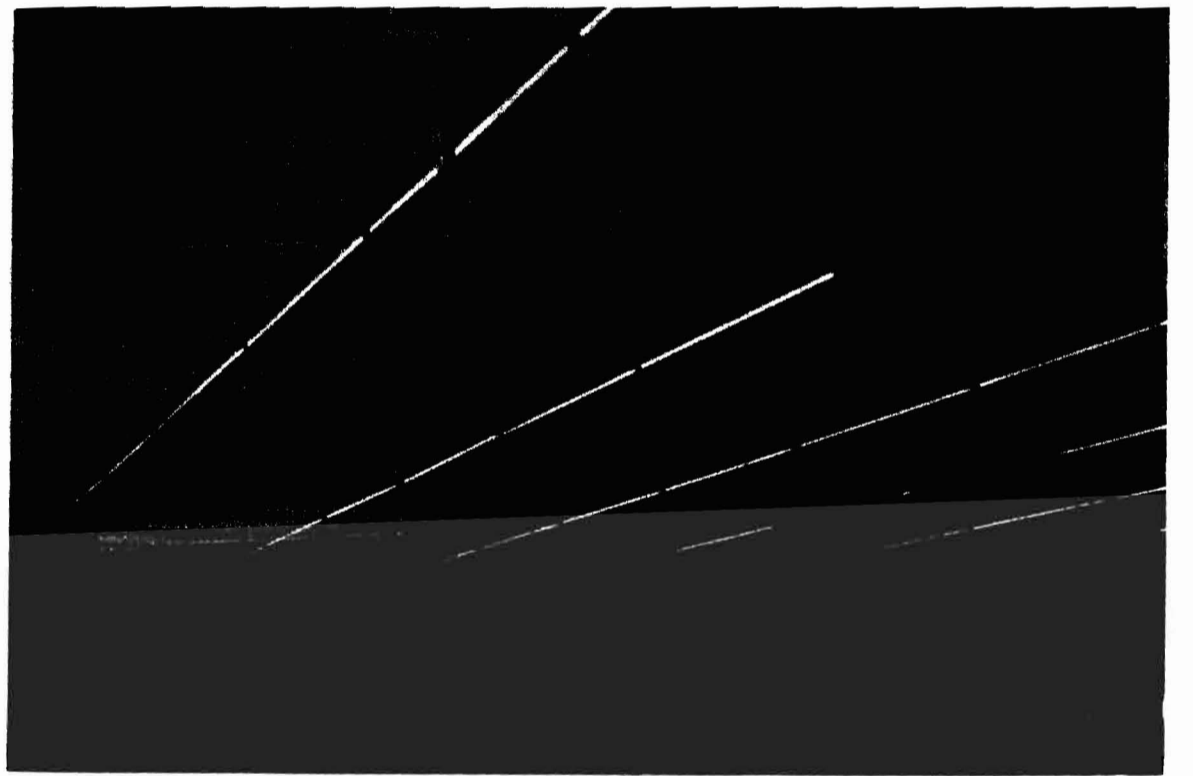
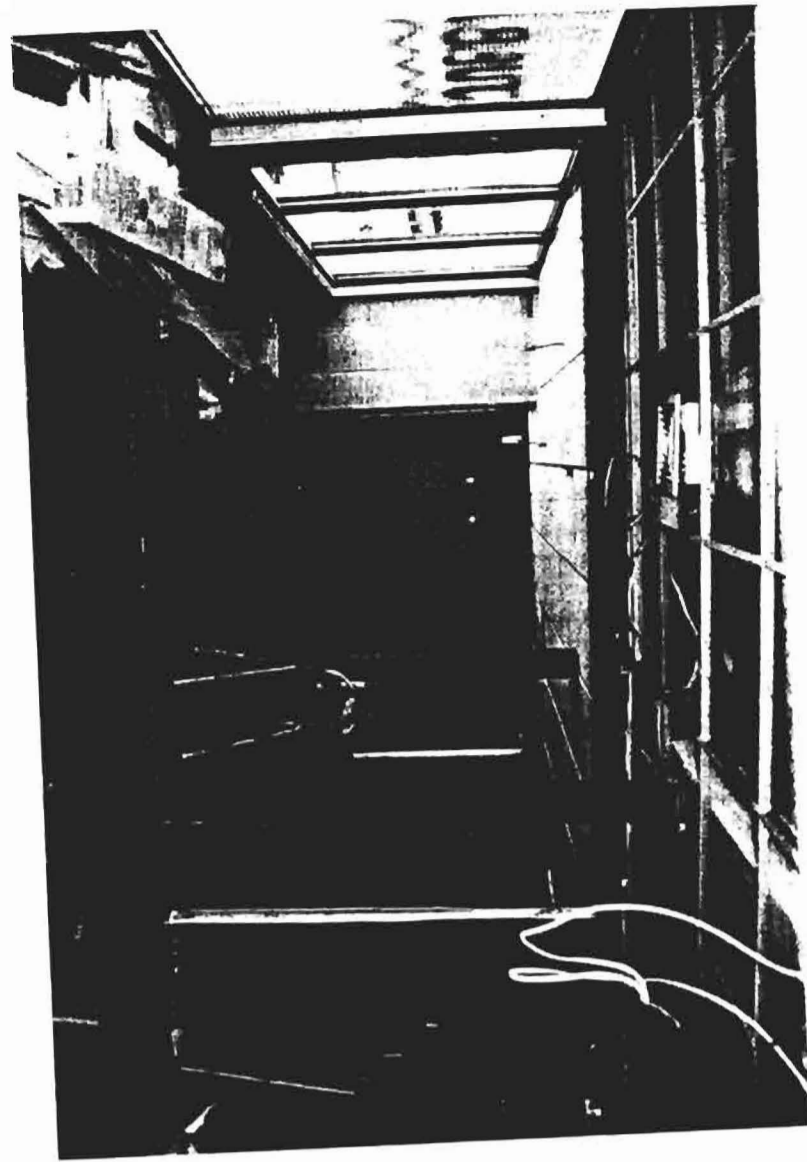
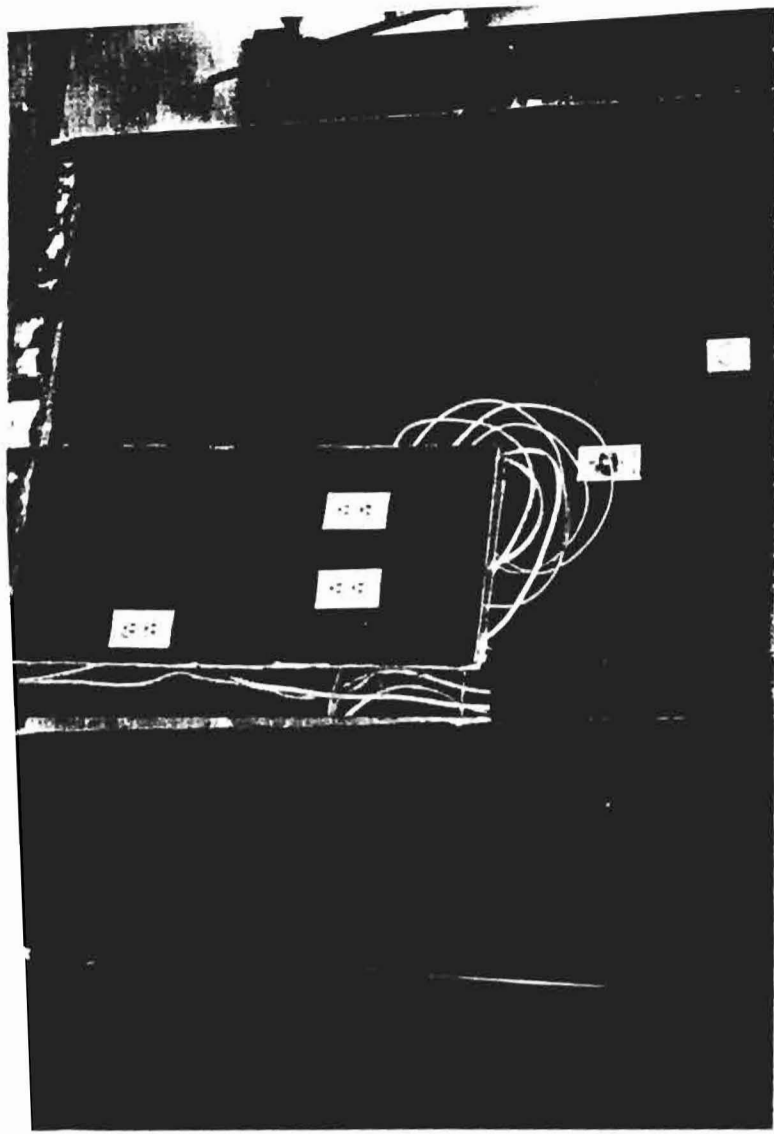


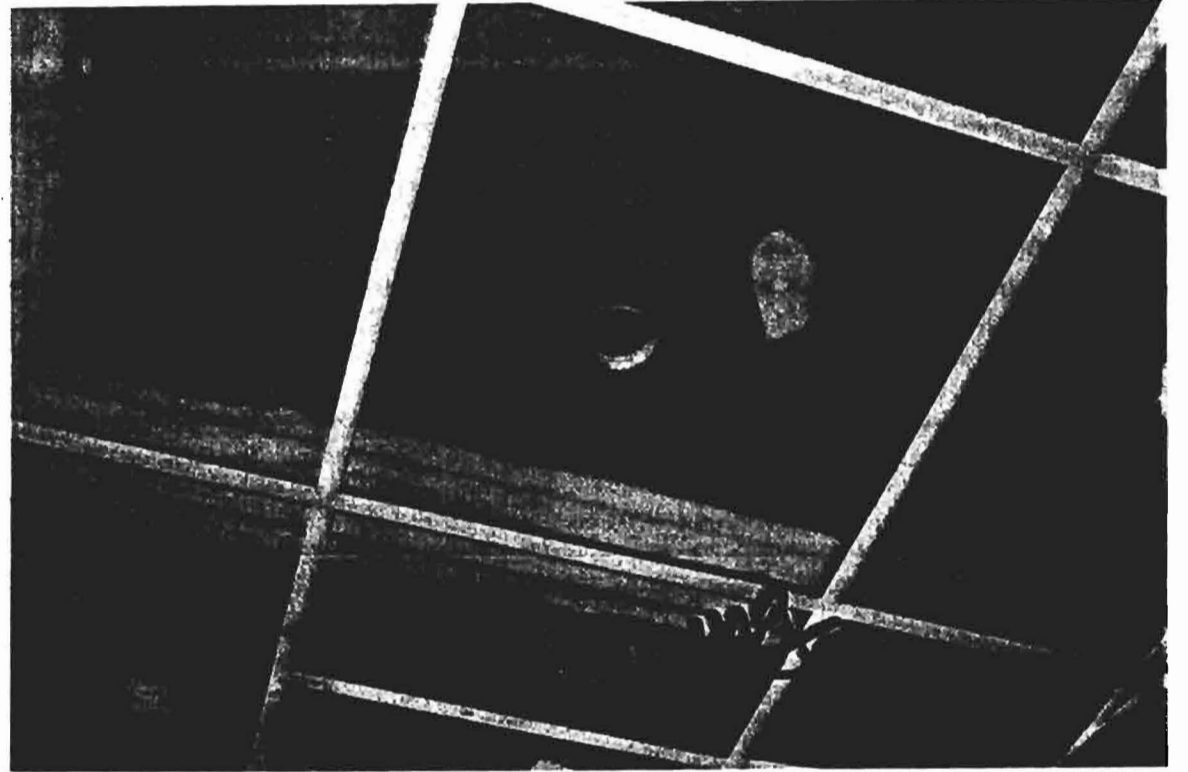
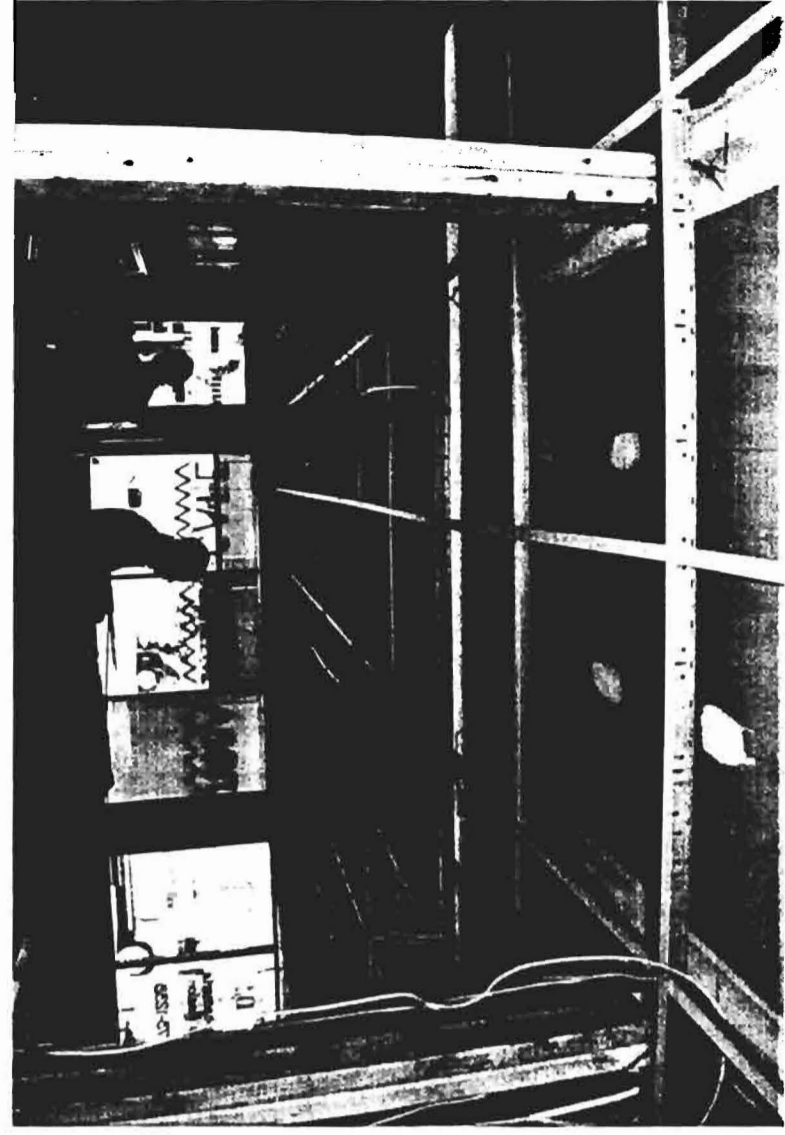


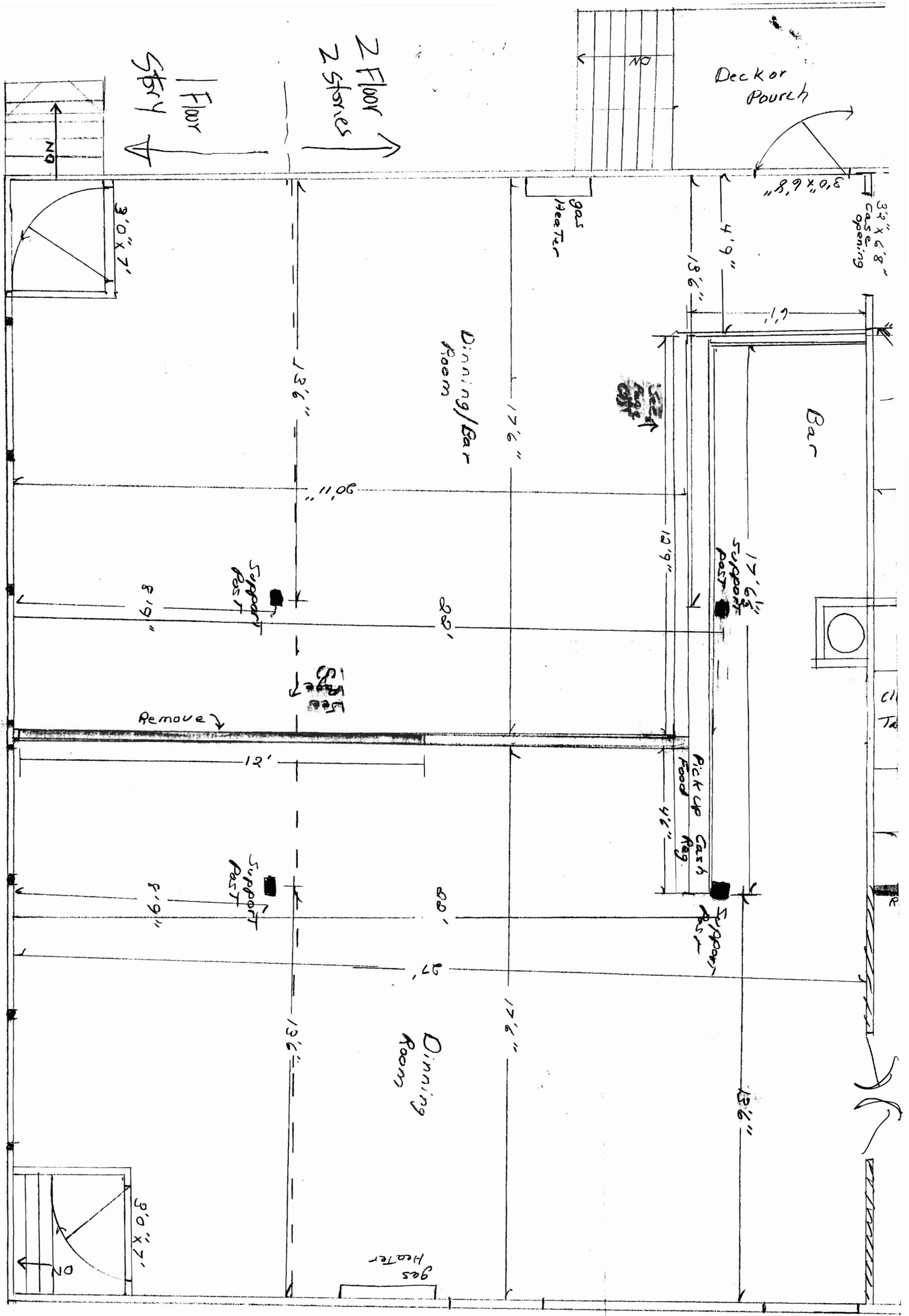










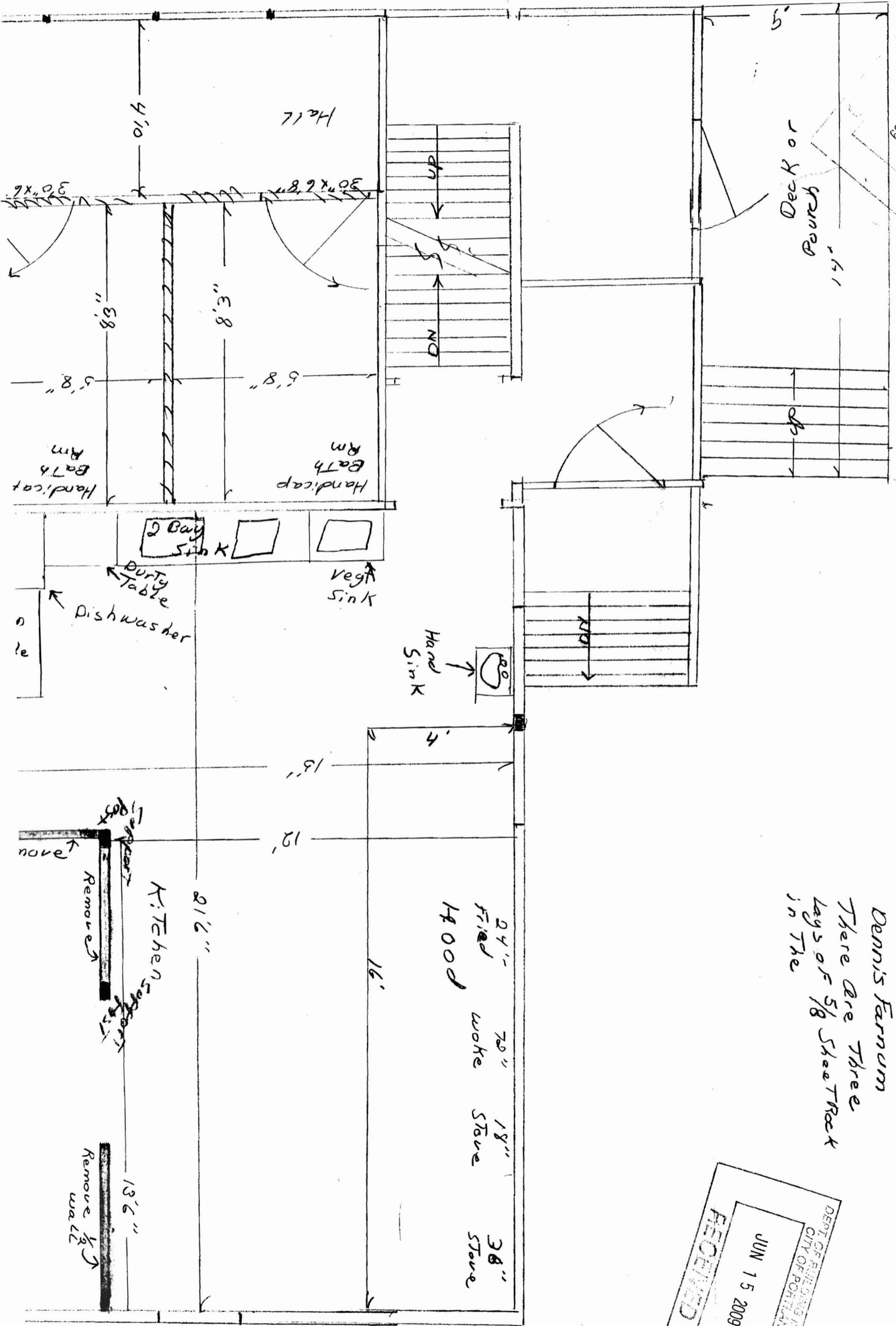


35.5x3  
 5x13.5  
 415x16.  
 825x115

9  
 6.  
 75

MAY 27 2009

Dec K or  
Punch  
Punch



- Support Posts  
New 2x4 1/2 S.R  
3/8 Scale

576-7476  
Dennis Farnum  
There are three  
lays of 5/8 Sheetrock  
in the

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
JUN 15 2009  
RECEIVED