

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 040437
MAY 07 2004
CITY OF PORTLAND

This is to certify that 123 Llc/Scott Monroe
has permission to Hair Salon/ Tenant Fit-up Sp "A"
AT 121 Middle St 028 M005001

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. HEAVY 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] 5/5/04
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 ISSUED

Permit No: 04-0437	Issue Date: MAY 07 2004	CBL: 028 M005001
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Location of Construction: 121 Middle St	Owner Name: 123 Llc	Owner Address: 100 Commercial S CITY OF PORTLAND	Phone:
Business Name:	Contractor Name: Scott Monroe	Contractor Address: 20 Green St Saco	Phone: 2072827105
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B3
Past Use: Rackleff Blk / Vacant space "A"	Proposed Use: Commercial Hair Salon / Tenant Fit-up Space "A"	Permit Fee: \$276.00	Cost of Work: \$20,000.00
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group B Type 3B
Proposed Project Description: Hair Salon/ Tenant Fit-up Space "A"		Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
		PEDESTRIAN ACTIVITIES DISTRICT (PAID)	
		Action: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
		Signature: <i>[Signature]</i>	Date: 4/27 04

Permit Taken By: Idobson	Date Applied For: 04/20/2004	Zoning Approval	
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>4/27/04</i>	Date: <i>[Signature]</i>	Date: <i>requires separate review</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

Permit No: 04-0437	Date Applied For: 04/20/2004	CBL: 028 M005001
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Location of Construction: 121 Middle St	Owner Name: 123 Llc	Owner Address: 100 Commercial St	Phone:
Business Name:	Contractor Name: Scott Monroe	Contractor Address: 20 Green St Saco	Phone: (207) 282-7105
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial Hair Salon/ Tenant Fit-up Space "A"	Proposed Project Description: Hair Salon/ Tenant Fit-up Space "A"
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 04/27/2004
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<p>1) This building is located within a PAD, Pedestrian Activities District. This limits the first floor uses to those attractive to pedestrian usage. Your personal service does meet the PAD uses. It should be noted that the current window shall remain intact without any shrinking of size.</p> <p>2) ANY exterior work requires a separate review and approval thru Historic Preservation. This building is located within a Historic District.</p> <p>3) Separate permits shall be required for any new signage.</p> <p>4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</p>			

Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 05/05/2004
Note:			Ok to Issue: <input type="checkbox"/>
<p>1) Separate permits are required for plumbing, electrical and HVAC. It is required that dead load assessments occur for "Spiral vents" and other HVAC equipment that may impact structural members.</p>			

Dept: Fire	Status: Approved	Reviewer: Lt. MacDougal	Approval Date: 05/03/2004
Note:			Ok to Issue: <input type="checkbox"/>

274.00


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>121- 127 Middle St.</u>		
Total Square Footage of Proposed Structure <u>3,512</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>028</u> Block# <u>M</u> Lot# <u>005</u>	Owner: <u>Rackliff Block LLC</u> <u>Rackliff Block LLC</u>	Telephone: <u>Malone Realty</u> <u>318-8888</u>
Lessee/Buyer's Name (If Applicable) <u>Patrick Morneau</u>	Applicant name, address & telephone: <u>Patrick Morneau</u> <u>178 Gould Rd</u> <u>Dayton, ME 04005</u>	Cost Of <u>20,000.00</u> Work: \$ <u>36,000</u> Fee: \$ <u>375.00</u> <u>201.00</u>
Current use: <u>Vacant / was Studio 1 Hair Salon</u>		<u>75.00</u> <u>670</u>
If the location is currently vacant, what was prior use: <u>Studio 1 Hair Salon</u>		\$20,000 <u>\$276.00</u>
Approximately how long has it been vacant: <u>3yrs</u>		
Proposed use: <u>Liquid Hair Salon "SPACE A"</u>		
Project description: <u>Build out for bathroom's etc. including w walls</u>		
Contractor's name, address & telephone: <u>280-7105 (cell 629-7947)</u>		
Who should we contact when the permits ready: <u>Scott Morneau</u>		
Mailing address: <u>20 Green St</u> <u>300 ME 04072</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>229-7947</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>APR 20 2004</u> <u>April 12 / 2004</u>
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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

LEASE AGREEMENT

This LEASE AGREEMENT is between Rackleff Block LLC, a Limited Liability Company with an office at 23 Kelsey Town Road, Killingworth, Connecticut ("Landlord") and Liquid Hair Studio LLC ("Tenant").

IT IS AGREED

ARTICLE I

Premises and Term

Section 1.1 - Leased Premises. The premises leased by the Landlord to the Tenant ("Leased Premises") are described as follows:

Identification: First Floor, Right Side, 127-131 Middle Street, Portland, Maine

Sauare Footage: Approximately 3,512± square feet. Tenant will also have the right to use, at no additional charge, 200± SF of basement storage.

Diagram of Leased Premises: The Leased Premises are **as** shown in red on Exhibit A.

Building: The Leased Premises are located in a Building known as 127-131 Middle Street, Portland, Maine ("Building").

Land: The Leased Premises and the Building are located on a parcel of land ("Land"), which is more particularly bounded and described on Exhibit B.

Build-Out Allowance: The Landlord will provide the Tenant with \$36,000 check for build-out.

Section 1.2 - Rights Granted Together with the Leased Premises. Together with the Leased Premises, the Tenant shall have the following rights:

(a) A license to pass over and through the common area of the Land and the Building ("Common Areas") including walks, driveways, parking lots, vestibules, hallways, stairways, and elevator, for the purpose of going to and from the Leased Premises.

(b) A license to park, in common with others, in the parking areas adjoining the Leased Premises. Landlord reserves the right to designate the employee parking areas and, in such event, Tenant agrees to cause its employees to park in the designated employee parking areas.

Section 1.3 - Reserved Rights. The Landlord reserves the right at any time to make alterations to the Building in which the Leased Premises are located, and to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenant fixtures leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof.

Section 1.4 - Initial Term. The Initial Term of this Lease shall be for a period of 120 months commencing July 1, 2004 with occupancy to do work on April 15, 2004.

Section 1.5 - Extended Term. At the expiration of the initial term of this Lease, if **this** Lease shall then be in full force and effect and the Tenant shall have fully performed all of its terms and conditions, the Tenant shall have the option to extend this Lease for **an** additional term of 60 (hereinafter referred to **as** the "Extended Term", provided that its notice of intention to exercise such option is delivered to the Landlord not later than six months prior to the expiration of the Initial Term.

9-0132
Jan Harvey

ARTICLE II

Rent

Section 2.1 - Basic Rent During Initial Term. The Tenant shall pay to the Landlord an annual Basic Rent as set forth below, which shall be paid in equal monthly installments, in advance, on the first day of each calendar month of the Initial Term:

<u>Initial Term</u>	<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
Year 1	42,144.00	3,512.00
Year 2	42,144.00	3,512.00
Year 3	43,900.00	3,658.33
Year 4	45,656.00	3,804.67
Year 5	47,412.00	3,951.00
Year 6	49,168.00	4,097.33
Year 7	50,924.00	4,243.67
Year 8	52,680.00	4,390.00
Year 9	54,436.00	4,536.33
Year 10	56,192.00	4,682.67

Section 2.2 - Basic Rent During Extended Term. If the Tenant exercises the Extended Term, the Tenant shall pay to the Landlord for the Extended Term, an annual Basic Rent set forth below:

<u>Extended Term</u>	<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
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At then-market rates.

Section 2.3 – Additional Rent. In addition to the Basic Rent payable during the Initial and Extended Term, Tenant shall pay its pro rata share of the following Common Charge:

- All real property taxes assessed and levied against the land and building including any special assessments;
- The annual operating costs to landlord for the common area maintenance as set forth in Section 10.1
- Insurance for the Land and Building

“Pro Rata Share” shall be defined as a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is 16.5%. The Tenant’s Pro Rata Share shall be * %.

Section 2.4 – Payment for Common Charges. During each Lease Year, Tenant shall pay to the Landlord, with each monthly installment of Basic Rent, its **Pro** Rate Share, of the Common Charges as estimated by the Landlord.

At the expiration of each Lease Year, Landlord shall furnish Tenant with a statement of the actual annual Common Charges for such lease Year and the difference between the estimated Common Charges and the actual Common Charges shall be adjusted accordingly. If this Lease shall commence or terminate during a calendar year, then the amount payable by Tenant for the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which this Lease shall be in effect.

Section 2.5 - Personal Property Taxes. Tenant shall also pay all personal property taxes assessed and levied against its personal property, including trade fixtures and inventory, on the Leased Premises. In the event that the taxes provided for under this Section are billed to the Landlord, these taxes shall be paid in full as Additional Rent ~~within~~ ten (10) days after demand therefore by the Landlord. The ~~Tax~~ bill submitted by the Landlord to the Tenant shall be sufficient evidence of the amount of the taxes assessed or levied against the personal property to which such bill relates.

Section 2.6 - Place of Payment. Payment of Basic Rent, Additional Rent, and any other payments provided for shall be made to the Landlord at its office.

Section 2.7 - Late Charges. If the Basic Rent and/or Additional Rent of any month is not paid by the tenth day of said month, the Tenant agrees to pay a late charge of five percent (5%) of the total amount past due to the Landlord. This late charge shall be paid on the first day of the next calendar month.

Section 2.8 - Security Deposit. The Tenant has deposited with the Landlord at the time of the execution of this Lease, the sum of \$5000, as security for the faithful performance by the Tenant of all of the terms, covenants, and conditions of this Lease. In the event that the Tenant shall fail to perform or observe any of the terms, covenants or conditions to be observed or performed by the Tenant hereunder, and such default shall not be cured within applicable grace periods, the Landlord shall retain said sum of \$5,000, or such remaining portion, as the Landlord's absolute property, which sum shall be applied toward any and all damages owed to the Landlord by the Tenant as a result of such default. In the event the Tenant is not in default as aforesaid, Landlord agrees to return said sum within thirty (30) days after the expiration of the term or the Extended Term of this Lease.

ARTICLE III

Use

Section 3.1 - Use of Premises and Conduct of Business. The Tenant covenants and agrees that during the term of this Lease, the Leased Premises shall only be used and occupied for the following a full service salon.

Section 3.2 - Compliance with Laws and Regulations. Throughout the term of this Lease, the Tenant, at its sole cost and expense will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all Federal, State and municipal governments, and all orders, rules, and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions,.

Section 3.3 - Waste. The Tenant will not do or suffer any waste or damage, disfigurement or injury to any portion of the Leased Premises.

Section 3.4 - Rubbish and Vermin. The Tenant agrees to keep all rubbish in a dumpster or other container supplied by Landlord and to keep the areas to the rear, front and sides of the Leased Premises free from boxes, cartons and rubbish.

Section 3.5 - Signs. Tenant, at Tenant's expense, will erect an exterior sign. Tenant, at its expense, will provide Landlord with the artwork for its sign.

ARTICLE IV

Quiet Enjoyment

Section 4.1 - Quiet Enjoyment. Landlord agrees and covenants with Tenant that Landlord has good right to lease said Leased Premises in the manner aforesaid and that landlord will permit Tenant (it keeping all covenants on its part as herein contained), to occupy, possess, and quietly enjoy said Leased premises during said term.

ARTICLE V

Condition, Alterations and Repairs

Section 5.1 - Representation. Tenant has reviewed the plans and specifications for the leased premises and agrees to accept said premises if substantially built in accordance with said plans and specifications.

Section 5.2 - Repairs by Tenant. The Tenant shall, throughout the term of this Lease, take good care of the Leased Premises and the fixtures, including, without limitation, the heating and air conditioning system, and at its sole cost and expense, make all repairs thereto, except those required of the Landlord under the term of this Lease, as and when needed to preserve them in good working order and condition. When used in this Article, the term "repairs" shall include all necessary replacement and renewals. The Tenant shall also repair all damage to the Building and the Leased Premises caused by the moving of the Tenant's fixtures, furniture or equipment. All these

repairs shall be done in a good and workmanlike manner. Tenant shall receive approval by Landlord of any contractor hired by Tenant.

Section 5.3 - Repairs by Landlord. The Landlord shall make all repairs, within a reasonably prompt time after written notice by the Tenant, to the roof, foundation, walls and structural parts of the Leased Premises. The Tenant agrees to give the Landlord prompt notice of any defective condition in any of such parts of the Leased Premises. Such repairs shall be at Landlord's expense unless such repairs are necessitated by damage or injury attributable to the Tenant, its servants, agents, employees, invitees or licensees, in which event such repairs shall be at the Tenant's expense. The Landlord reserves the right to stop services of heating, air conditioning, plumbing and electrical systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements or if, in the judgment of the Landlord, such repairs are necessary or desirable until said repairs, alterations, replacements or improvements shall have been completed. The Landlord shall have no responsibility or liability for interruptions in heat, air conditioning, plumbing and electrical service to the Leased Premises during said period and when prevented from doing so or so doing by strikes, accidents, or by any cause beyond the Landlord's control.

Section 5.4 - Alterations and Improvements by Tenant. The Tenant shall make no changes, alterations or additions to the Leased Premises without the prior written permission of the Landlord. The Landlord agrees not to unreasonably withhold its consent for the Tenant to make interior renovations necessary for the operation of the Tenant's business. The Tenant shall submit plans and specifications for any such improvements to the Landlord and obtain the Landlord's written consent prior to commencing any such work. All such work shall be performed in a good and workmanlike manner and shall be in compliance with all applicable governmental regulations. Tenant shall supply fully executed lien waivers from any contractors to perform work on the Leased Premises prior to commencing such work.

Section 5.5 - Tenant's Failure to Perform. If the Tenant fails to perform, for a period of fifteen (15) days after written notice from the Landlord, any obligation required to be performed by the Tenant under this lease at the Tenant's cost, the Landlord, on the expiration of such fifteen (15) days, may, but shall not be obligated to, enter on the Leased Premises to perform such obligation of the Tenant, charging the Tenant reasonable cost and expenses thereof, and the Tenant shall pay the Landlord such charges, as Additional Rent, in addition to any other amounts payable by the Tenant under this Lease.

Section 5.6 - Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Tenant, and the Tenant shall have no authority on behalf of the Landlord to give anyone the right to place a lien on the Leased Premises or any part thereof, and should any such lien be placed, the Tenant shall have the same removed immediately; and upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed and the costs thereof shall be paid by the Tenant to the Landlord.

ARTICLE VI

Utilities

Section 6.1 - Utilities. During the term of the Lease, the Tenant shall pay all charges for utilities, including, but not limited to, oil, gas, heat, water, electricity, power and telephone in connection with the Leased Premises and shall indemnify the Landlord against liability for same.

ARTICLE VII

Insurance and Indemnification

Section 7.1 - Fire and Extended Coverage. The Tenant understands that any fire and extended coverage insurance maintained by the Landlord on the Leased Premises is not maintained for the benefit of the Tenant. If the Tenant wishes fire and extended coverage insurance on the Tenant's personal property and leasehold improvements situated on the Leased Premises, the tenant agrees to purchase the same at its own cost and expense.

Section 7.2 - Public Liability Insurance. At all times during the term of this Lease to the Tenant shall keep the Leased Premises insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) for injury to any one person or Two Millions Dollars (\$2,000,000.00) for any one accident with property damage of at

least Two Million Dollars (\$2,000,000.00). Such policy shall name the Tenant and the Landlord as the insureds.

Section 7.3 - Release of Subrogation.

(a) Each party covenants and agrees to obtain from its insurance carrier a waiver **of** subrogation rights against the other.

(b) In case of damage to the Leased Premises or to any other property of the Landlord or the Tenant by any cause within the scope of such insurance, whether such damage be caused by the negligence of either party to this Lease or by any party for whom either party to this Lease may be responsible, neither party **to** this Lease will **look** to the other, its agents, employees, invitees, assignees of subtenants for reimbursement to its insurer or to any third party against whom it may have a claim therefore

Section 7.4 - Certificates of Insurance. At or prior to the date of commencement of this Lease, the Tenant shall provide the Landlord with certificates of insurance certifying that all insurance required to be carried by the Tenant under the terms of this Lease is in full force and effect. No less than thirty (30) days before the expiration of any such insurance policy, the Tenant shall furnish the Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced. Such certificate and policy shall provide for thirty (30) days advance notice to Landlord of cancellation, modification or non-renewal.

Section 7.5 - Tenant's Indemnification. The Tenant shall defend, indemnify and save harmless the Landlord and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in any way arising out of, the Tenant's use or occupancy of the Lease Premises or any part thereof after the execution of this Lease or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, invitees, or license, including, but not limited to, any of the following:

(a) **Any** work done in, on or about the Lease Premises or any part thereof after the execution of this Lease by or on the request of the Tenant, its agents, contractors, sub-contractors, servants, employees, sub-tenants, licensees, or invitees;

(b) Any negligence or otherwise wrongful act or omissions on the part of the Tenant or any of its agents, contractors, sub-contractors, servants, employees, sub-tenants, licensees, or invitees

(c) Any accident, injury, or damage to any person or property occurring in, on about the Lease Premises or any **part** thereof or space adjacent thereto;

(d) Any failure on the part of the Tenant to **perform** or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in **writing**, which approval Landlord shall not be unreasonably withhold.

Section 7.6 - Landlord's Indemnification. The Landlord shall defend, indemnify and save harmless the Tenant and its agents and employees against and from all liabilities, suits, actions damages, liability and expense, penalties, claims and costs which **may** be imposed upon or incurred by or asserted against the Tenant or its agents or employees by reason of, or in any way arising out **of**, the Landlord's use or occupancy of the Lease Premises or any part thereof prior to the CommencementDate or occasioned wholly or in part by any act or omission of the Landlord, its agents, contractors, employees, servants or invitees, including but not limited to, any of the following:

(a) Any work done in, on or about the Lease Premises or any part thereof prior to or after the execution of **this** Lease by the Landlord, its agents, contractors, subcontractors, servants, employees or invitees;

(b) Any negligence or otherwise wrongful act or omission on the part of the Landlord or any of its agents, contractors, subcontractors, servants, employees, or invitees;

(c) **Any** accident, injury or damage to any person or property occurring in, on or about the Lease Premises or any part thereof or space adjacent thereto; or

(d) Any failure on the part of the Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease.

In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant, shall, at Landlord's expense, resist or defend such action or proceeding by counsel approved by Tenant in writing, which approval Tenant shall not be unreasonably withhold

ARTICLE VIII

Destruction and Condemnation

Section 8.1 - Partial Damage. The parties agree that, in case the Building containing the Lease Premise shall be partially damaged by flood, fire, tornado, explosion, windstorm, or by other elements at any time during the term of this Lease, and such damage can be repaired within a period of ninety (90) days, the Tenant shall give immediate notice thereof to the Landlord, and a proportionate reduction of rent or total reduction of rent payment, payable by the Tenant hereunder, shall be allowed the Tenant for the time during which the Lease Premises may be rendered untenable or incapable of use or occupancy, and this Lease shall continue in full force and effect, and the Landlord shall, at its expense as speedily as circumstances permit, repair the Lease Premises, if permitted to do so by law.

Section 8.2 - Destruction. In the event that the Building containing the Lease Premises be damaged or destroyed so that it cannot be repaired within ninety (90) days, this Lease shall, at the option of Landlord or Tenant, upon written notice to the other, become null and void and of no further force and effect, in which event, the rent thereafter payable by Tenant hereunder shall abate and Tenant shall be relieved of all other covenants, promises and agreements made and to have been thereafter performed.

Section 8.3 - Taking of All. If at any time during the term of this Lease all or materially all of the Building of the Leased Premises, or so much of the Building or the Leased Premises that the remaining area can no longer properly be used for the purpose for which the same was being used prior to such condemnation, shall be taken by the exercise of the right of condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that Tenant shall be deprived of possession by the taking authority and the Basic Rent and Additional Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, any award received or sum accepted by a compromise disposition or otherwise, on or as a result of such condemnation or taking, shall be distributed to the Landlord only. The Tenant shall have the right to file and receive compensation for moving expenses and costs or loss to which Tenant might be put in removing Tenant's equipment, but not the Leasehold.

Section 8.4 - Taking of Less Than All. If at any time during the term of this Lease any lesser portion of the Building or the Leased Premises than that described in Section 8.3 shall be taken in any eminent domain or condemnation proceeding, then this Lease shall continue and the rent shall be proportionately reduced on a reasonable basis for the remainder of the terms. If the Landlord and Tenant cannot agree to the rent thus to be paid, the matter shall be submitted to arbitration as provided in Section 15.9. Any condemnation award shall be distributed in the same manner as under Section 8.3.

ARTICLE IX

Waiver of Priority and Relationship of Parties

Section 9.1 - Subordination. The Tenant agrees that this Lease is automatically subordinate to any present or future mortgage on the Building or Land. The Tenant agrees, if so requested in writing by the Landlord and any institutional or other mortgagee, to sign any documents required to evidence such waiver and subordination of any and all right of prior lien which the Tenant has, might have, or ought to have by virtue of this Lease over any mortgage or mortgages which now are or which shall hereafter be placed upon the Leased Premises, the Building or the Land. The Tenant hereby appoints the Landlord as its attorney-in-fact to execute any and all documents necessary to effect such waiver and subordination of rights or priority. The Tenant agrees that such mortgage or mortgages shall take precedence over this Lease and shall be entitled to the same rights and benefits, both at law and in equity, as said mortgage or mortgages would have had if executed, delivered and recorded prior to the lien of this lease. Notwithstanding the above, for so long as Tenant is in compliance with the terms of this Lease, Tenant's rights under the lease shall be honored.

Section 9.2 - Statement of Defaults. Tenant shall, from time to time upon request by Landlord, execute and deliver to Landlord within ten (10) days of such request, a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied, or stating those alleged to remain unsatisfied; (5) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance rent, if any, paid by Tenant; (7) the date to which rent has been paid; (8) the amount of security deposited with Landlord; and (9) those elements necessary to record a statutory notice of lease. Landlord's mortgage lender and/or purchasers shall be entitled to rely upon the same.

ARTICLE X

Common Area Maintenance

Section 10.1 - Common Area Maintenance. Landlord or its designee shall operate, manage, equip, light, repair and maintain the Common Areas in a reasonable manner for their intended purpose and provide for the reasonable removal of snow and ice from parking areas and driveways in the Common Areas. The Landlord further agrees to carry public liability insurance for the Common Areas. Operation of the Common areas shall include, without limitation, snow plowing, sanding, gardening and landscaping, line painting, sanitary control, sweeping and trash removal, maintenance, repair and replacement of paving or bumper guards or the other traffic control systems placed or installed by Landlord, and the cost of all insurance carried by Landlord, including, but not limited to extended coverage, public liability and rental interruption insurance. Landlord shall not be liable for any inconvenience or interruption of business or other consequences resulting from the making of repairs, replacements, improvements, alterations or additions or from the doing of any other work, by or at the direction of Landlord, to or upon any such Common Areas, or from delay or failure to perform such maintenance, snow removal or other work with respect to such Common Areas, where such delay or failure is attributable to strikes or other labor services or from any cause beyond Landlord's reasonable control.

ARTICLE XI

Entry, Access and Easements

Section 11.1 - Entry by Landlord. The Tenant will permit the Landlord and/or its authorized representatives to enter the Leased Premises at all reasonable times after reasonable notice (except in the event of emergency) for the following purposes: (1) inspecting the same; (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of the Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from the Landlord; (3) showing the building to prospective buyers; or (4) during the last year of this Lease, showing the Leased Premises to prospective tenants. Nothing herein shall be deemed or construed as a duty upon the part of the Landlord to do any such repairs upon the Tenant's default in failing to perform the same. Landlord agrees to use all commercially reasonable efforts to exercise its right of entry hereunder at times, which are mutually agreeable to Landlord and Tenant.

ARTICLE XII

Assignment and Subletting

Section 12.1 - Definition of Assignment. For the purposes of this Article 12, the definition of the term "Assignment" shall include, but not be limited to, the following:

- (a) the transfer of a majority or controlling interest in the Tenant;
- (b) the merger or consolidation of the Tenant into another corporation;
- (c) the division of the Tenant into two or more separate corporations; and
- (d) any other transfer of the control or operation of the Tenant by operation of law.

Section 12.2 - Assignment and Subletting. The Tenant may not assign this Lease or sublet the Leased Premises, or any part thereof, without the written permission of the Landlord which permission shall not be

unreasonably withheld.

ARTICLE XIII

Default

Section 13.1 - Default. The Landlord shall have the right to terminate this Lease upon the following events:

- (a) Failure of the Tenant to pay any Basic Rent, or Additional Rent for ten (10) days after the same shall become due and payable;
- (b) Neglect or failure by the Tenant to perform or comply with any of the agreements, terms, covenants, or conditions of this Lease, other than those referred to in subsection (a) above, for a period of thirty (30) days after notice from the Landlord to the Tenant specifying the items in default, or in the case of a default which cannot with due diligence be cured within such thirty (30) day period, failure of the Tenant to proceed within such thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence;
- (c) Any assignment made of the Tenant's property of the benefit of creditors;
- (d) If a receiver, trustee or assignee for the Tenant shall be appointed;
- (e) If the Tenant shall be declared bankrupt or insolvent according to law;
- (f) If any bankruptcy proceedings shall be commenced by or against the Tenant; or
- (g) If Tenant abandons the Leased Premises.

Section 13.2 - Damages. In the event of the Tenant's default as aforesaid, the Tenant also agrees: (1) to indemnify and save the Landlord harmless from and against all expenses which the Landlord may incur, including, without limitation, legal expenses, attorney's fee, brokerage fees and the cost of putting the Leased Premises in good order or preparing the same for rental; (2) that the Landlord may relet the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may, at the Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term and of any extension thereof and may grant concessions or free rent; and (3) that the Tenant or its legal representatives shall pay the Landlord as liquidated damages for the failure of the Tenant to observe and perform the Tenant's covenants herein contained, any deficiency between the rents collected on account of any re-letting of the Leased Premises, if any, and the amount of Basic Rent and Additional Rent provided for herein for each month of the period which would otherwise have constituted the balance of the terms. The failure or refusal of the Landlord to relet the Leased Premises or any part or parts thereof shall not release or affect the Tenant's liability for damages.

The Landlord, at its option, may make such alterations, repairs or replacements and decorations on the Leased Premises that the Landlord, in its sole judgment, considers advisable and necessary for the purposes of reletting the Leased Premises. The making of such alterations or decorations shall not operate or be construed to release the Tenant from liability hereunder. The Landlord shall, in no event, be liable for failure to collect the rent thereof under such reletting.

Section 13.3 Waiver by the Tenant. The Tenant hereby waives any demand for rent, re-entry for condition broken, and any and all Notices to Quit or other formalities to which the Tenant may be entitled after a default under Section 13.1. The acceptance of rent or failure to re-enter by the Landlord after such default shall not be held to be a waiver of its right to terminate this Lease, and the Landlord may re-enter and take possession thereof the same as if no rent had been accepted after such default. In addition thereto, on the happening of any of the events referred to in Section 13.1, the Landlord may, at its option, declare immediately due and payable all the remaining installments of rent and additional rent herein provided for, for the residue of the term of this Lease, which shall be construed as liquidated damage and shall constitute a debt provable in bankruptcy or receivership.

Section 13.4 - Provisions not Exclusive. Any and all rights and remedies herein created for the Landlord

shall be cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Section 13.5 - Attorney's Fees. The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including reasonable attorney's fees, in obtaining possession of the Leased Premises after a default of the Tenant or after the Tenant's default is surrendering possession upon the expiration or earlier termination of the Lease or enforcing any covenant of the Tenant herein contained.

ARTICLE XIV

Miscellaneous

Section 14.1 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 14.2 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.3 - Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Registered or Certified Mail, Return Receipt Requested or Federal Express of similar overnight delivery, addressed as follows:

To Landlord:	RACKLEFF BLOCK, LLC 17 Colonial Drive Killingworth, CT
With a Copy:	Bernard A. Pellegrino, Esq. The Pellegrino Law Firm P. O. Box 1835 New Haven, CT 06508-1835
To Tenant:	Liquid Hair Studio LLC 178 Gould Road Dayton, ME 04005
With a Copy:	

Either party may change its address set forth in this Section by giving Notice to the other party in accordance with this Section.

Section 14.4 - Effective Date of Notice. The effective date of any Notice shall be the date of the addressee's receipt of such Notice. Notwithstanding the foregoing, inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept shall be deemed to be the receipt of the notice as of the date of such inability to deliver, rejection or refusal to accept.

Section 14.5 - Joint and Several Liability. If this Lease is executed by more than one person or entity as Tenant, each of such persons and entities shall be jointly and severally liable for the performance of all of the Tenant's obligations set forth in *this* Lease.

Section 14.6 - Notice of Lease. This Lease shall not be recorded, but a Notice of Lease conforming to the requirements of Section 47-19 of the Maine Statutes may be recorded by either the Landlord or the Tenant. All governmental charges attributable to the execution or recording of the Notice shall be paid by the party requiring the recording of this Notice.

Section 14.7 - Arbitration. In the event of any dispute concerning Article VIII, among or between any

party bound by the terms of this Agreement, such dispute shall be settled by binding arbitration in New Haven, Connecticut, in accordance with the rules of the American Arbitration Association as then existing, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 14.8 - Counterparts. This Agreement shall be executed in one or more copies, each of which shall be deemed an original.

Section 14.9 - Partial Invalidity. Then validity of one or more of the phrases, sentences, clauses, Sections or Articles contained in the Agreement shall not affect the remaining portions so long as the material purposes of the Agreement, can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted to render such portion valid or consistent.

Section 14.10 - Persons and Property Bound. The Tenant hereby agrees that any Judgment, Decree or Award obtained against the Landlord of any succeeding owner of the Landlord's interest, which is in any manner related to this Lease or the Leased Premises or Tenant's use or occupancy of the Leased Premises, shall be satisfied from the Landlord's equity in the Leased Premises to the extent then owned by the Landlord or such succeeding owner, and the Tenant further agrees to look only to such assets and to no other assets of the Landlord or such succeeding owners for satisfaction.

Section 14.11 - Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns, except as otherwise limited herein.

Section 14.12 - Number and Gender. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.

Section 14.13 - Maine Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maine.

Section 14.14 - Force Majeure. Except as otherwise specifically provided elsewhere in the Agreement, in any case where either party hereto is required to do any act (other than the Tenant's obligation to pay Basic Rent or Additional Rent under this Lease), the time for such performance shall be extended by the period of delays caused by fire or other casualty, weather, conditions, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such party.

Section 14.15 - Broker. The Landlord and the Tenant hereby represent and agree that they have neither communicated or dealt with any real estate broker or agent in connection with the Leased Premises or the transaction contemplated herein and that no other broker or agent is entitled to any commission or any other remuneration on account of this transaction. The Landlord and the Tenant agree that if either has communicated or dealt ~~with~~ any real estate broker or agent who makes a claim for commission in connection with this transaction, then the party so communicating or dealing shall indemnify and hold the other party harmless against any costs or expenses, including the costs of defense resulting from any such claim.

Section 14.16 - Environmental Matters. As used in this Paragraph, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, material or substances, any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal laws, including but not limited to, 33 U. S. C. Section 1251 et. Seq., 42 U. S. C. 6901 et seq., 42 U. S. C. Section 7401 et seq., 42 U. S. C. 9601 et seq., 49 U. S. C. 1802 et seq., 15 U. S. C. 2601 et seq., Title 22a of the Connecticut General Statutes, any regulations adopted pursuant to any of the foregoing statutes or any successor(s) to them (collectively "Environmental Law"); (ii) petroleum, (iii) asbestos; (iv) polychlorinated byphenyls; and (v) radioactive materials.

Tenant agrees that during the Term, there shall be no use, presence, disposal, storage, generation, release, as defined in 42 U. S. C. Section 9601 (22), or any successor(s), statutes or threatened Release, or spill, as defined in Connecticut General Statutes Section 22a-452c, or any successor(s) statutes, or threatened spill, of Hazardous Materials on, form or under the Premises except in accordance with all applicable Environmental Laws and only with Landlord's approval.

If at any time during the Term, Tenant knows or believes that any Release of any Hazardous Materials has

been made of will be made upon or about the Premises, then Tenant shall, as soon as reasonably possible, either prior to the release or following the discovery of it by Tenant, give oral and follow-up written notice of the condition to Landlord. Tenant covenants to investigate, clean-up and otherwise remediate any Release of Hazardous Materials caused by the acts or omissions of Tenant or its guest, at Tenant's sole cost and expense. Such investigation, clean-up and remediation shall be performed only after Tenant has obtained Landlord's **written** consent, which shall not be unreasonably withheld, except Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. All clean-up and remediation shall be done to the reasonable satisfaction of Landlord and in compliance with all the applicable Environmental Laws.

Landlord shall have the right at all times during the Term to inspect the Premises and conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Paragraph. Except in case of emergency, Landlord shall give at least 24 hours notice to Tenant before conducting any inspections, test or investigations. The cost of all such inspections, test and investigations shall be borne by Tenant, if Tenant is found to be in violation of this Paragraph.

Tenant agrees unconditionally and absolutely to defend, indemnify and forever hold Landlord, its successors and assigns, (collectively, the "Indemnified Parties") harmless from and against all fines, charges, fees, including reasonable engineering and attorneys fees, response costs, liabilities, damages or diminution in value of any nature suffered or incurred by the Indemnified Parties arising out of or in connection with (i) the presence or release of any Hazardous Materials at the Premises during the term of this Lease; (ii) the application of any Environmental Law, regulation or directive requiring the clean-up or monitoring of an Hazardous Materials on the Premises or the placement of any lien on the Premises and (iii) Tenant's failure to comply with any Environmental Law, regulation or directive.

Tenant shall give Landlord prompt written notice of and a copy of any inquiry, warning or other information or material relating to Hazardous Materials received by Tenant from any governmental authority or official with respect to the Premises.

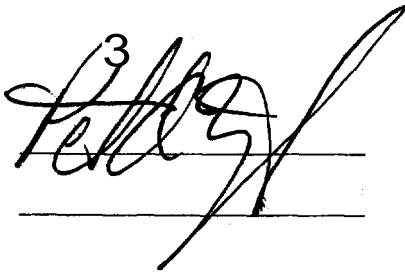
Tenants obligations under this Paragraph shall survive termination of this Lease.

Signed this 8th day of April, 2004.

RACKLEFF BLOCK, LLC

By: _____

Its Member



LIQUID HAIR STUDIO, LLC

TAX ID# 51-0501838

BY: 

Its Vice-President

LIQUID HAIR STUDIO, LLC

TAX ID# 51-0501838

PERSONAL GUARANTY

In consideration of and as an inducement to RACKLEFF BLOCK, LLC (Landlord) to enter into a lease which is attached hereto and made a part hereof with Patrick Mournéau (Tenant) and in further consideration of the sum of **ONE** (\$1.00) DOLLAR and other good and valuable consideration paid to the undersigned Guarantors, the receipt of which is hereby acknowledged, Guarantors hereby jointly and severally guarantee to landlord the full and timely performance and observance of all the covenants, terms, condition and agreements provided in the Lease to be performed and observed by Tenant including the payment of rent and additional rent and any other sums and charges payable to landlord under the terms of the Lease. Guarantors covenant and agree to and with Landlord that if default shall at any time be made by Tenant in payment of any item of Rent payable pursuant to the Lease, or if Tenant should default in the performance and observance of any **of** the terms, covenants, provision or conditions contained in the Lease, Guarantors shall and will forthwith pay to Landlord any and all such items of rent and any arrears thereof and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including without limitation, all reasonable costs, attorney's fees and disbursements incurred by Landlord or resulting from any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantors, their heirs, administrators, executors, and assigns, without the necessity for any suit or proceedings on Landlord's **part** of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-observance, non-performance or of any notice of acceptance of this guaranty or of any other notice or demand to which Guarantors hereby expressly waive, and Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty and the liability of Guarantors hereunder shall in no way be affected, modified or diminished by reason of **(1)** any assignment of the Lease or subletting of the premises demised under the lease, or **(2)** any renewal, modification or extension of the Lease, or **(3)** any waiver of any of the terms, covenants, conditions or provisions of the Lease by Landlord or Tenant, or **(4)** any extension of time that may be granted by Landlord or Tenant to the other.

This Guaranty shall be governed by the Laws of the State of Connecticut and shall inure to the benefit of the Landlord, the Tenant and their respective successors and assigns.

GUARANTOR

Patrick Mournéau

PERSONAL GUARANTY

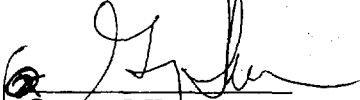
In consideration of and as an inducement to RACKLEFF BLOCK, LLC (Landlord) to enter into a lease which is attached hereto and made a part hereof with Gregory J. Kane (Tenant) and in further consideration of the sum of **ONE** (\$1.00) DOLLAR and other good and valuable consideration paid to the undersigned Guarantors, the receipt of which is hereby acknowledged, Guarantors hereby jointly and severally guarantee to landlord the full and timely performance and observance of all the covenants, terms, condition and agreements provided in the Lease to be performed and observed by Tenant including the payment of rent and additional rent and any other sums and charges payable to landlord under the terms of the Lease. Guarantors covenant and agree to and with Landlord that if default shall at any time be made by Tenant in payment of any item of Rent payable pursuant to the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provision or conditions contained in the Lease, Guarantors shall and will forthwith pay to Landlord any and all such items of rent and any arrears thereof and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including without limitation, all reasonable costs, attorney's fees and disbursements incurred by Landlord or resulting from any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantors, their heirs, administrators, executors, and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-observance, non-performance or of any notice of acceptance of this guaranty or of any other notice or demand to which Guarantors hereby expressly waive, and Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty and the liability of Guarantors hereunder shall in no way be affected, modified or diminished by reason of (1) any assignment of the Lease or subletting of the premises demised under the lease, or (2) any renewal, modification or extension of the Lease, or (3) any waiver of any of the terms, covenants, conditions or provisions of the Lease by Landlord of Tenant, or (4) any extension of time that may be granted by Landlord or Tenant to the other.

This Guaranty shall be governed by the Laws of the State of Connecticut and shall inure to the benefit of the Landlord, the Tenant and their respective successors and assigns.

GUARANTOR



Gregory J. Kane

NOTE: A complete alarm diagram shall be provided.

REVIEWED FOR
BARRIER FREE
COMPLIANCE

NOT

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
LICENSING AND INSPECTIONS UNIT
AUGUSTA
CONSTRUCTION PERMIT



028M005
09785

Permit N° _____

PERMISSION IS HEREBY GIVEN TO:

Location of project.

PROJECT TITLE:

Kyle Wolfe
C/O Ram Asset Management
121 Middle St.
Portland, ME 04101

123 Middle St.
Portland, ME

Kyle Wolfe aka The Clown Fit-
OCCUPANCY CLASSIFICATION:
Mercantile "B"

To construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from such plans shall be made without prior approval in writing.

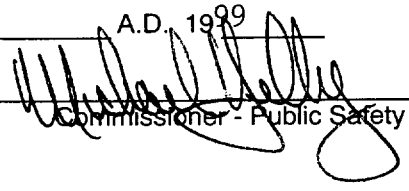
This permit will expire at midnight on August 15, 1999
This permit is issued under the provisions of Title 25, Chapter 317, Section 2448

Nothing herein shall excuse the holder of this permit for the failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Dated the 16th day of February A.D. 1999

FEE \$ 150.00

SPRINKLED



Commissioner - Public Safety

PLUMBING APPLICATION

Department of Human Sciences
Division of Health Engineering

1

PROPERTY ADDRESS

Town or Plantation:
 Street: 127 Middle St
 Subdivision Lot # 127 Middle St

PROPERTY OWNERS NAME

Last: McNeau First: Peter
 Applicant Name: 504 McNeau
 Mailing Address of Owner/Applicant (if Different): 2013 Ocean St. Saco ME

04-8239
 PORTLAND Date Permit Issued: 6/25/07
 \$ 1100 TOWN COPY # 360 Double Fee Charged
 Local Plumbing Inspector Signature: _____ L.P.I. # 360
28 M 5

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspectors to deny a Permit

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules

Signature of Owner/Applicant: Peter McNeau Date: 6/25/07

Local Plumbing Inspector Signature: _____ Date Approved: _____

PERMIT INFORMATION

This Application is for	Type of Structure To Be Served:	Plumbing To Be Installed By:
1. <input checked="" type="checkbox"/> NEW PLUMBING 2. <input type="checkbox"/> RELOCATED PLUMBING	1. <input type="checkbox"/> SINGLE FAMILY DWELLING 2. <input type="checkbox"/> MODULAR OR MOBILE HOME 3. <input type="checkbox"/> MULTIPLE FAMILY DWELLING 4. <input checked="" type="checkbox"/> OTHER - SPECIFY <u>SIDW</u>	1. <input checked="" type="checkbox"/> MASTER PLUMBER 2. <input type="checkbox"/> OIL BURNERMAN 3. <input type="checkbox"/> MFG'D. HOUSING DEALER/MECHANIC 4. <input type="checkbox"/> PUBLIC UTILITY EMPLOYEE 5. <input type="checkbox"/> PROPERTY OWNER

Hook-Up & Piping Relocation Maximum of 1 Hook-Up	Column 2		Column 1	
	Number	Type of Fixture	Number	Type of Fixture
HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.		Hosebibb/ Sillcock		Bathtub (and Shower)
		Floor Drain		Shower (Separate)
OR		Urinal	1	Sink
		Drinking Fountain		Wash Basin
HOOK-UP: to an existing subsurface wastewater disposal system.		Indirect Waste	1	Water Closet (Toilet)
		Water Treatment Softener, Filter, etc.	1	Clothes Washer
PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.		Grease / Oil Separator	1	Dish Washer
		Dental Cuspidor		Garbage Disposal
OR		Bidet		Laundry Tub
		Other: _____	1	Water Heater
TRANSFER FEE [\$6.00]		Fixtures (Subtotal) Column 2	14	Fixtures (Subtotal) Column 1
			13	Fixtures (Subtotal) Column 2
				Total Fixtures
				Fixture Fee
				Transfer Fee
				Hook-Up & Relocation Fee
				Permit Fee (Total)

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

11#
1015
1291
137/100

PLUMBING APPLICATION

PROPERTY ADDRESS

Town or Plantation

Street
Subdivision Lot #

123 Main St
123 Main St

PROPERTY OWNERS NAME

Last:

First:

PORTLAND

Date Permit Issued:

11/99

6764

TOWN COPY

\$

12

Double Fee Charged

L.P.I. #

0124

Local Plumbing Inspector Signature

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsifications reason for the Local Plumbing Inspectors to deny a Permit

Harrison & Ford

2-05-99

Signature of Owner/Applicant

Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature

Date Approved

PERMIT INFORMATION

This Application is for

- 1. NEW PLUMBING
- 2. RELOCATED PLUMBING

Type of Structure To Be Served:

- 1. SINGLE FAMILY DWELLING
- 2. MODULAR OR MOBILE HOME
- 3. MULTIPLE FAMILY DWELLING
- 4. OTHER - SPECIFY _____

Plumbing To Be Installed By:

- 1. MASTER PLUMBER
- 2. OIL BURNERMAN
- 3. MFG'D. HOUSING DEALER/MECHANIC
- 4. PUBLIC UTILITY EMPLOYEE
- 5. PROPERTY OWNER

LICENSE# _____

Hook-Up & Piping Relocation Maximum of 1 Hook-Up

HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.

OR

HOOK-UP: to an existing subsurface wastewater disposal system.

PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.

OR

TRANSFER FEE
[\$6.00]

Number

Column 2

Type of Fixture

Number

Column 1

Type of Fixture

Hosebibb/ Sillcock

Floor Drain

Urinal

Drinking Fountain

Indirect Waste

Water Treatment Softener, Filter, etc.

Grease / Oil Separator

Dental Cuspidor

Bidet

Other: _____

Fixtures (Subtotal)
Column 2

Bathtub (and Shower)

Shower (Separate)

Sink

Wash Basin

Water Closet (Toilet)

Clothes Washer

Dish Washer

Garbage Disposal

Laundry Tub

Water Heater

Fixtures (Subtotal)
Column 1

Fixtures (Subtotal)
Column 2

Total Fixtures

Fixture Fee

Transfer Fee

Hook-Up & Relocation Fee

Permit Fee
(Total)

SEE PERMIT FEE SCHEDULE
FOR CALCULATING FEE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 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.

_____ Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

_____ Footing/Building Location Inspection; Prior to pouring concrete

_____ Re-Bar Schedule Inspection: Prior to pouring concrete

_____ Foundation Inspection: Prior to placing ANY backfill


Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling

Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

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

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

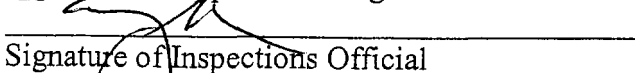
_____ **CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**



Signature of Applicant/Designee

5/11/04

Date



Signature of Inspections Official

5/11/04

Date

CBL: 028 M005 Building Permit #: 040437