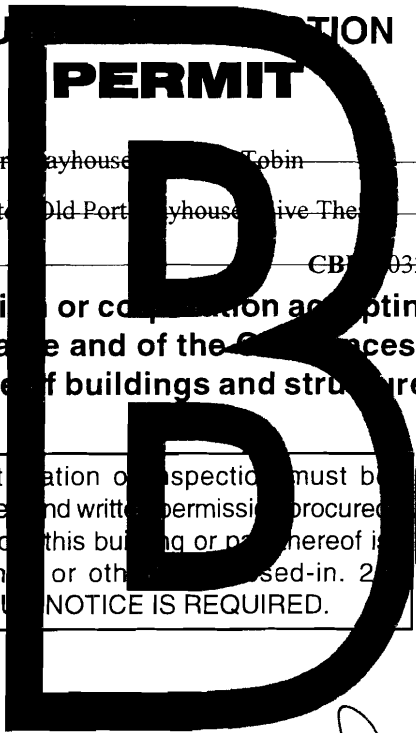


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT



Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
OCT - 6 2009

PERMIT ISSUED
Permit Number: 091019
OCT - 6 2009
CITY OF PORTLAND

This is to certify that CITY OF PORTLAND/Old Port Warehouse Tobin
has permission to Change of use from Hair Salon to Old Port Warehouse Live The
AT 96 FEDERAL ST CB 032 H004001

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 lath or other is used-in. 2 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. CAPT. R. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

[Signature] 10/6/09
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: 09-1019	Issue Date:	CBL: 032 H004001
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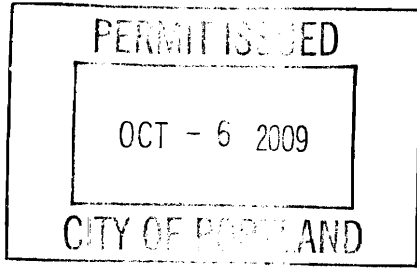
Location of Construction: 96 FEDERAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Old Port Playhouse /Michael Tobin	Contractor Address: 63 Simmons Road South Portland	Phone 2076501115
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-3

Past Use: Commercial - Hair Salon	Proposed Use: Commercial - "Old Port Playhouse" Live Theater - Change of use from Hair Salon to "Old Port Playhouse" Live Theater	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 1
Proposed Project Description: Change of use from Hair Salon to "Old Port Playhouse" Live Theater		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group <i>A-1</i> Type:	
		Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i> <i>MB10/6/09</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) <i>yes</i>		
		Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature: <i>[Signature]</i>	Date: <i>9/17/09</i>	

Permit Taken By: Ldobson	Date Applied For: 09/16/2009	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 checked="" 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>9/17/09</i> <i>[Signature]</i>	Date:	Date: <i>[Signature]</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: 09-1019	Date Applied For: 09/16/2009	CBL: 032 H004001
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Location of Construction: 96 FEDERAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Old Port Playhouse /Michael Tobin	Contractor Address: 63 Simmons Road South Portland	Phone (207) 650-1115
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial - "Old Port Playhouse" Live Theater - Change of use from Hair Salon to "Old Port Playhouse" Live Theater	Proposed Project Description: Change of use from Hair Salon to "Old Port Playhouse" Live Theater
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 09/17/2009

Note: **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) This property is located in a Pedestrian Activity District (PAD) which regulates first floor uses to retail-like and other uses listed in the zoning ordinance. The front windows shall not be blocked or have curtains that block out visibility from the sidewalk. Your use shall not change without review and approval PRIOR to implimentaion.
- 3) Separate permits shall be required for any new signage.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 10/06/2009

Note: **Ok to Issue:**

- 1) 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.
- 2) This is a Change of Use ONLY permit. It does NOT authorize any construction activities except for the stage construction.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 4) Guards must be 42 inches in height with openings less than 4 inches. Graspable rails must be installed on both sides of the stair guard at 34" to 38". New stair treads shall not be less than 11", risers shall not be more than 7", no nosing allowed.
- 5) All penetratios 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.
- 6) New cafe, restaurant, lounge, bar or retail establishment where food or drink is prepared or sold shall meet the requirements of the City and State Food Codes
- 7) Approval of City license is subject to health inspections per the Food Code.
- 8) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 9) Total occupant load is restricted to 75, additional bathrooms may be required if space is expanded.
- 10) The mezzanine area is restricted to an occupant load of 10 due to egress and openness requirements.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 09/23/2009

Note: **Ok to Issue:**

- 1) The Utility room with boiler needs a 1 hour rating and new fire door (60min).
- 2) System acceptance and commissioning must be co-ordinated with alarm and suppression system contractors and the Fire Department. Call 874-8703 to schedule.
- 3) Installation of a Fire Alarm system requires a Knox Box to be installed per city crdinance
- 4) The fire alarm system shall comply with NFPA 72 and Fire Department Technical Standard. A compliance letter is required.

Location of Construction: 96 FEDERAL ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 CONGRESS ST	Phone:
Business Name:	Contractor Name: Old Port Playhouse /Michael Tobin	Contractor Address: 63 Simmons Road South Portland	Phone (207) 650-1115
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

- 5) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 6) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 7) All means of egress to remain accessible at all times

Comments:

10/5/2009-jmb: Spoke to Michael T. About the permitting process and approvals required before the CO and occupancy for production. They have scheduled the first production for 10/9. There are issues with the number of bathrooms per the ME plumbing code, the stage construction details, limited OL in the mezz to 10 due to egress, and detail of the fire partition and door around the mechanical room.

10/6/2009-jmb: Michael T. Came in with the contractor with plans for the stage, discussed code requirements and noted on plans. Ok to issue with conditions

10/6/2009-jmb: Met with Tammy about the plumbing code requirements for this assembly use. We compared the number of fixtures to restaurant use and agreed that for this theatre the 2 existing bathrooms are adequate if the OL is limited to 75. Any future expansion of the space will require additional bathroom.

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 **Final/Certificate of Occupancy: Prior to any occupancy of the structure or use., including health inspection for license. 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.

Michael J. John
Signature of Applicant/Designee

10/6/09
Date

Sam Burke
Signature of Inspections Official

10/6/09
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>19 Temple Street Portland ME.</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# <u>32</u> Block# <u>H</u> Lot# <u>4</u>	Applicant * must be owner, Lessee or Buyer * Name <u>Michael J. Tobin</u> Address <u>Jeffrey Caron</u> <u>63 Simmons Rd</u> City, State & Zip <u>South Portland ME</u>	Telephone: <u>207-650-1115</u> <u>603-953-3640</u>
Lessee/DBA (If Applicable) <u>Michael J. Tobin/Jeffrey Caron</u> <u>DBA "Old Port Playhouse"</u>	Owner (if different from Applicant) <u>11 Temple MHR LLC</u> Address <u>1 Canal Plaza Suite 500</u> City, State & Zip <u>Portland ME 04101</u> <u>c/o Boulos Property Management</u>	Cost Of Work: \$ <u>30</u> C of O Fee: \$ <u>75</u> Total Fee: \$ <u>105</u>
Current legal use (i.e. single family) _____ Number of Residential Units _____ If vacant, what was the previous use? <u>Hair/Tanning Salon</u> Proposed Specific use: <u>Live Theater (not movies)</u> Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>See 19 Temple</u>		
Contractor's name: _____ Address: _____ City, State & Zip: <u>Jeffrey Caron or Theatre</u> Telephone: <u>207-773-0833</u> Who should we contact when the permit is ready: <u>Michael Tobin</u> Telephone: <u>207-650-1115</u> Mailing address: <u>PO Box 7912 Portland, ME 04112</u>		

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

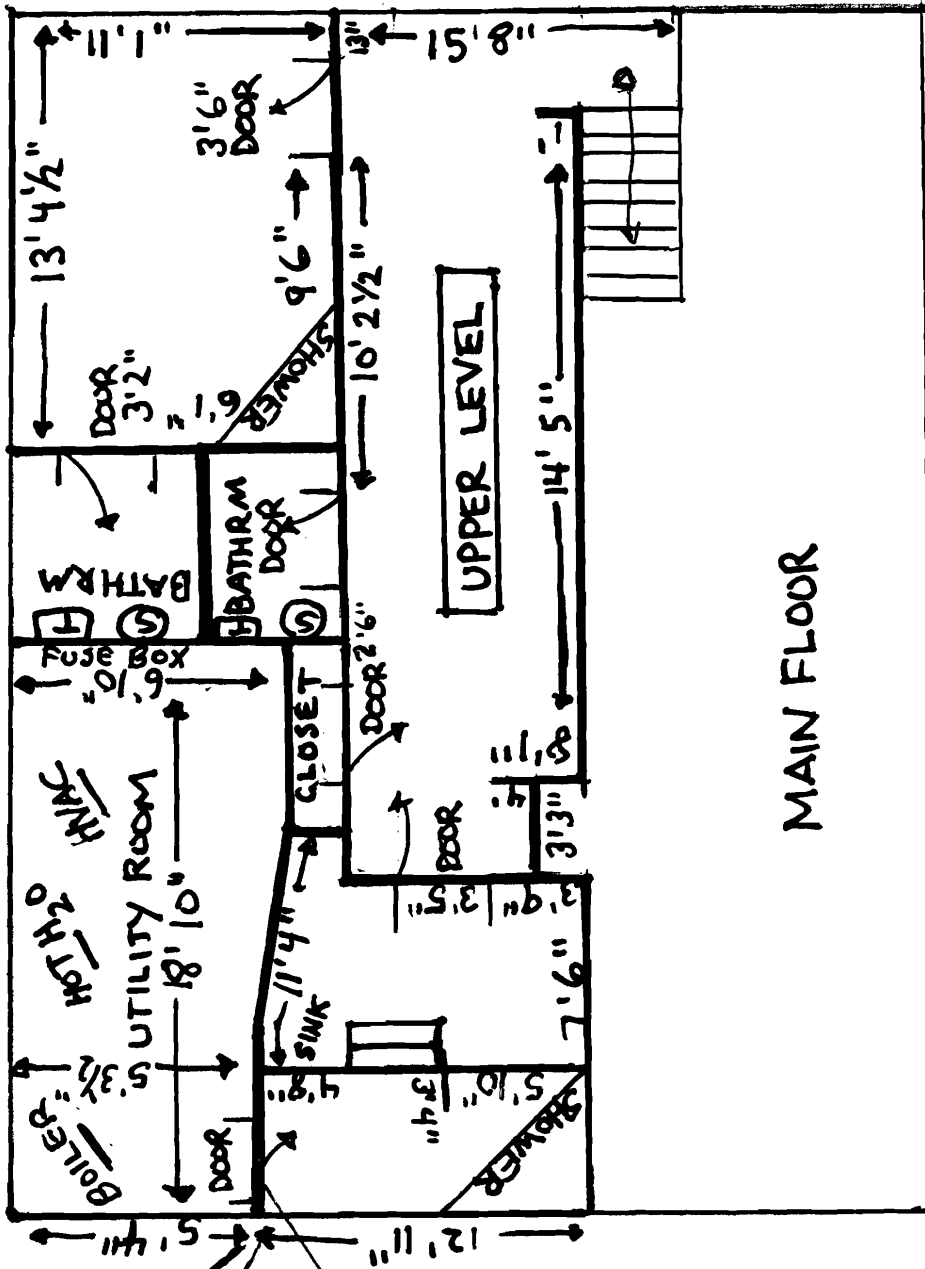
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division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

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

Signature: Michael J. Tobin Date: 4

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

UTILITY ROOM FLOOR TO CEILING 11'



CLOSET
3' 1/2" X 1' 10"

BATHROOMS
5 X 5

FLOOR TO CEILING
7' 10"

MAIN FLOOR

"OLD PORT PLAYHOUSE" 19 TEMPLE STREET PORTLAND, ME.

SITE VISIT ON 9/17

1 hr. Reming

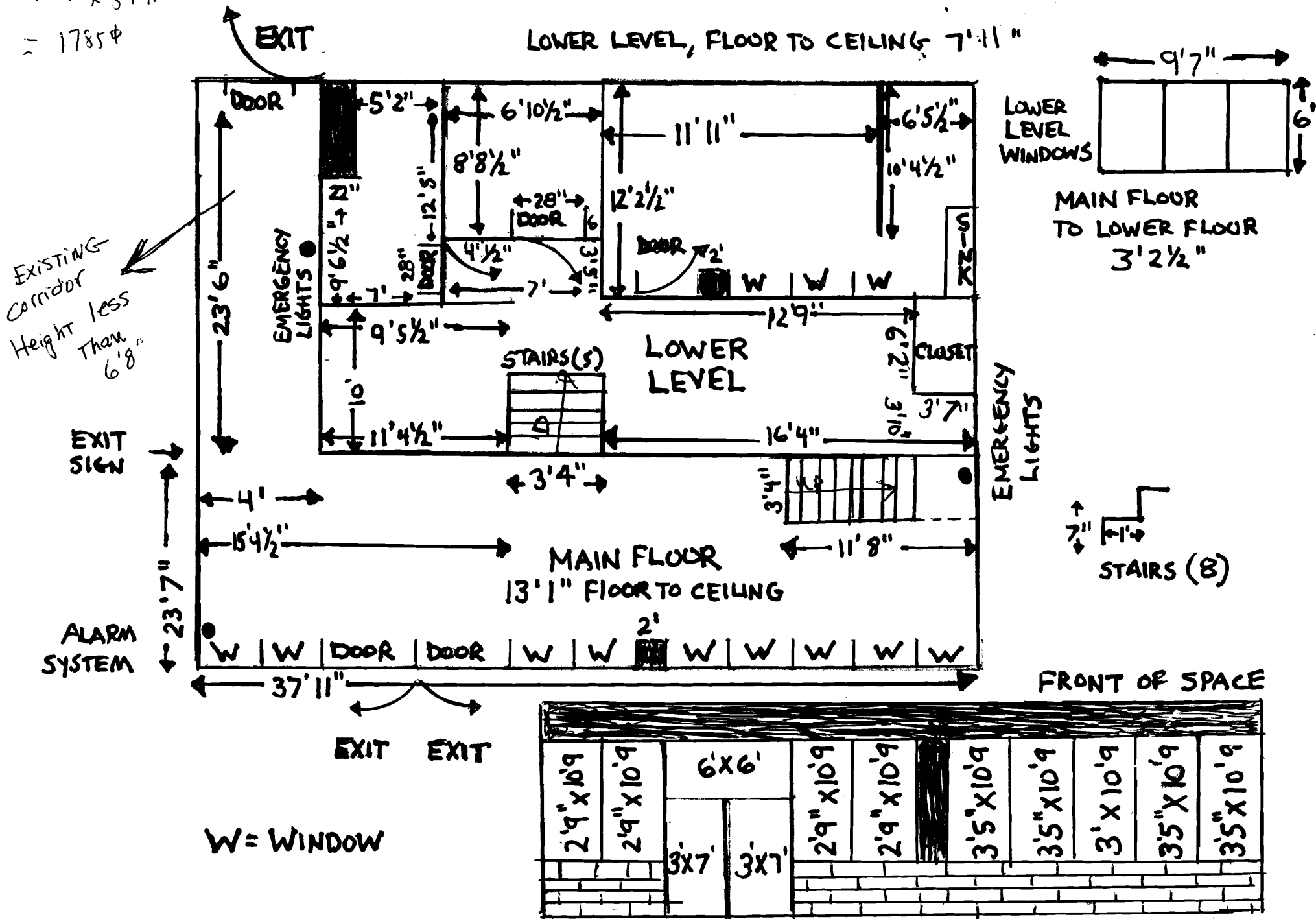
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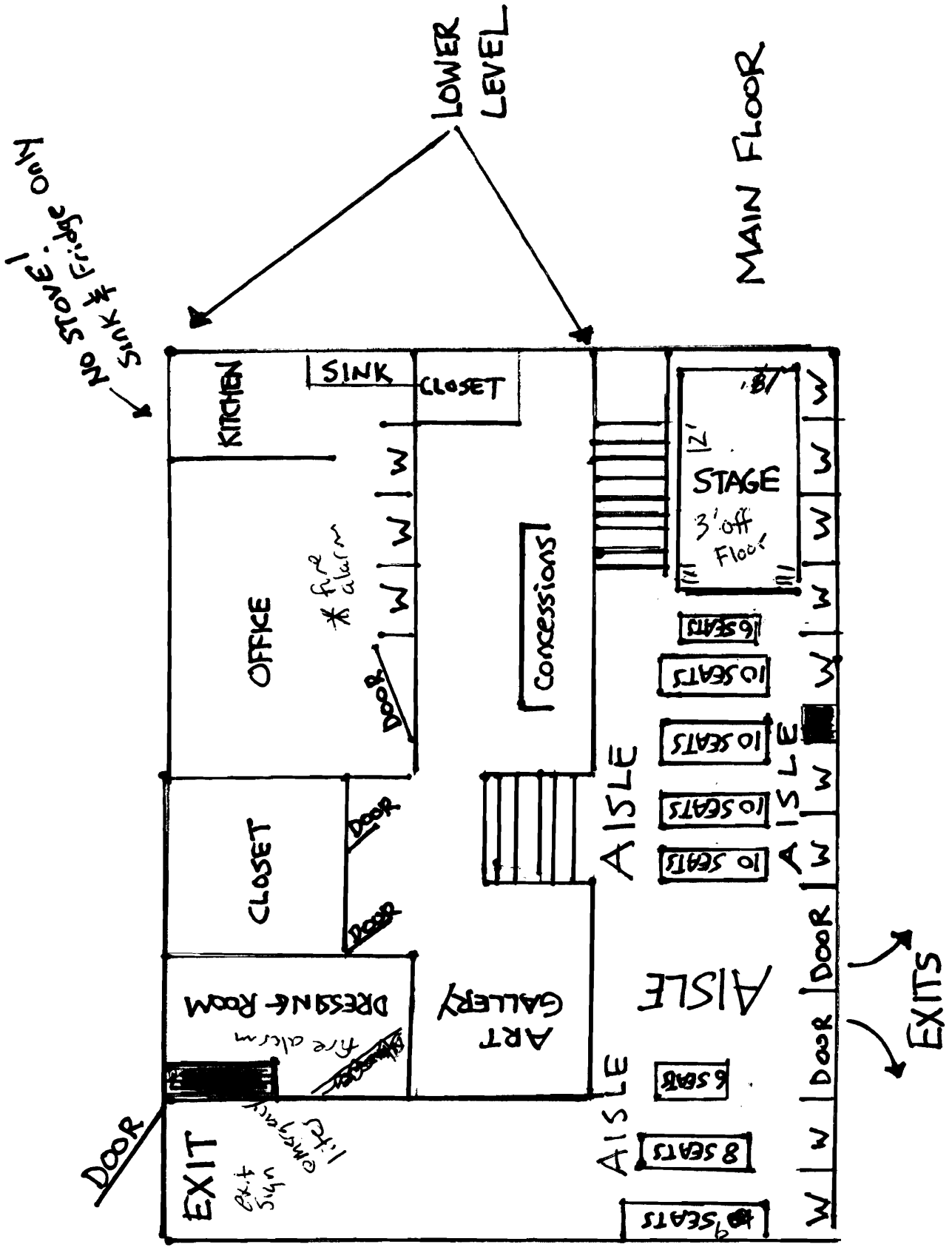
5/8/72

47'1" x 37'11"
= 1785φ

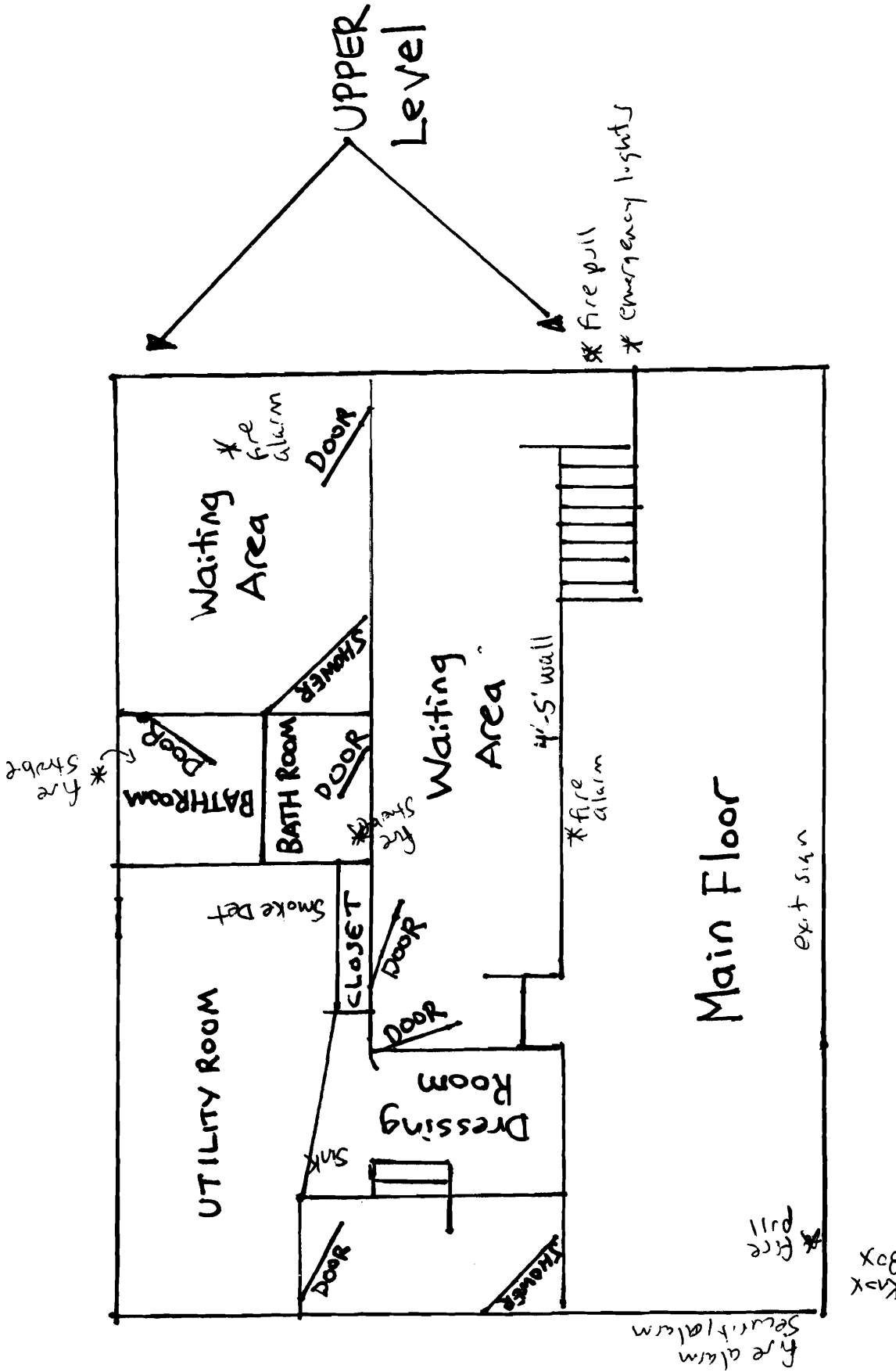
"OLD PORT PLAYHOUSE" 19 TEMPLE ST. PORTLAND, ME.

LOWER LEVEL, FLOOR TO CEILING 7'11"





OLD PORT PLAYHOUSE 19 TEMPLE ST. PORTLAND ME.



Old Post Playhouse 19 Temple Street Portland, ME.

CONFIDENTIAL LEASE (GROSS/AMODIFIED GROSS)

1. PARTIES
 11 TENUPLE NUR LLC, a Maine limited liability company with a mailing address c/o Bowdoin Property Management, One Canal Plaza, Suite 500, Portland, Maine ("LANDLORD"), hereby leases to Michael Tobin, an individual with a mailing address of 63 Simmons Road South Portland ME 04106 ("TENANT"), and TENANT hereby leases from LANDLORD the below-described leased premises.

2. LEASED PREMISES
 The leased premises are deemed to contain 1,840 rentable square feet of space in the building located at 19 Temple Street, Portland, Maine 04101, as further shown and described as the cross-hatched spaces labeled "E" and "F" on the sketch attached hereto as Exhibit A and made a part hereof, together with the right to use, in common with others entitled therein, the hallway, stairways, and elevators, necessary for access to said leased premises, and elevators nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease.

3. TERM
 The term of this lease shall be for three (3) years unless sooner terminated as herein provided, commencing on August 15, 2009 and ending on August 14, 2012, provided, however, that TENANT'S obligation to pay base rent shall not commence until November 1, 2009.

4. RENT
 TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Base
1 (11/1/09 - 8/14/10)	\$27,600.00	\$2,300.00
2 (8/15/10 - 8/14/11)	\$28,428.00	\$2,369.00
3 (8/15/11 - 8/14/12)	\$29,274.40	\$2,439.53

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be presented for payments 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 Bowdoin Property Management, One Canal Plaza, Suite 500, Portland, Maine. If TENANT does not pay base rent, supplemental and additional rent, 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
 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 two (2) additional terms of three (3) years each. 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 that the base rent payable by TENANT during the renewal term shall be that base rent which in the determination of LANDLORD, in LANDLORD'S sole discretion, is the prevailing market rate with prevailing rent escalators for similar premises in the Old Port area, which base rent shall not be less than the base rent paid by TENANT in the immediately preceding lease year.

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

6. SECURITY DEPOSIT
 Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Two Thousand Three Hundred Dollars (\$2,300.00), 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.

7. RENT ADJUSTMENT
 A. TAX ESCALATION
 If in any tax year commencing with the fiscal year 2010, the real estate taxes on the land and building of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2009 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Section, 8.4 % of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the 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
 TENANT shall pay to LANDLORD no additional rent hereunder in accordance with subparagraph B of this Section, 8.4 % of any increase in operating expenses over those incurred during the Base Year. 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, provided, however, that TENANT shall be responsible, at its sole cost and expense, for the cleaning and janitorial services of the leased premises; (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 repair 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 relative directly to the ownership, operation, maintenance and management of the building.

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. Such statement shall be deemed accurate by TENANT unless LANDLORD receives written objection within thirty (30) days after from TENANT within thirty (30) days of receipt by TENANT of such statement. 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.

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 and supplied to the leased premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, laundry 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 in comfortable levels during normal business hours on regular business days of the heating and air conditioning 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 buildings 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.

TENANT shall use the leased premises only for the purpose of operating a live theater and for conducting educational programs and art displays and sales, and for special events related thereto, but for no other purpose whatsoever without the written consent of LANDLORD.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not ignore or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisances, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premises for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any bridge or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority, including without limitation the Americans with Disabilities Act, as a result of TENANT'S use or occupancy of the leased premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease. It is further hereby agreed and acknowledged that TENANT'S occupancy of the leased premises shall at all times be subject to, and TENANT shall at all times abide by, the terms and conditions set forth in LANDLORD'S master lease agreement with the City of Portland regarding the leased premises and the building of which the leased premises are a part.

11. MAINTENANCE

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

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they were at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

12. ALTERATIONS AND DILATIONS AND WORK

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien

interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

Prior to the commencement of the Lease, LANDLORD, at its sole cost and expense, shall complete the improvements set forth and described on Exhibit B, attached hereto and made a part hereof.

13. **ASSIGNMENT-SUBLEASING**
- TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease. Notwithstanding the foregoing, TENANT shall have the right to assign the Lease without LANDLORD'S prior express written consent to an entity of which TENANT is the principal owner, provided, however, that: (i) TENANT shall provide LANDLORD with written notice of such an assignment, including the name of the entity of which TENANT shall be the principal owner; and (ii) in the event of such an assignment, TENANT shall at all times remain personally liable under the terms and conditions of the Lease.
14. **SUBORDINATION AND QUIET ENJOYMENT**
- This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the leased premises as LANDLORD for the balance of the lease term, the foregoing agreement being self-operating. TENANT shall, when requested, at any time and from time to time within five (5) business days of written request of LANDLORD or any mortgagee execute and deliver such written instruments in form satisfactory to LANDLORD and/or such mortgagee as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, and such agreement may if required by the mortgagee or purchaser contain the agreement not to pre-pay rent more than thirty (30) days in advance, to provide the mortgagee or purchaser with notice of and reasonable opportunity to cure any defaults by LANDLORD, and not to amend, modify or cancel this Lease without the mortgagee's or purchaser's written consent, and agreeing to recognize such mortgagee or purchaser as having the rights of LANDLORD and to attorn to and recognize said holder or other person if requested. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.
15. **LANDLORD'S ACCESS**
- LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing. (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
16. **INDEMNIFICATION AND LIABILITY**
- TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the leased premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.
17. **TENANT'S LIABILITY INSURANCE**
- TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

18. **FIRE CASUALTY- EMINENT DOMAIN** Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.
19. **DEFAULT AND BANKRUPTCY** In the event that:
- The TENANT shall default in the payment of any installment of rent or other sum herein specified when due; or
 - The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
 - The leasehold hereby created shall be taken on execution, or by other process of law; or
 - Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,
- then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.
20. **NOTICE** Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Section 1, or at such other address as LANDLORD may from time to time advise in writing, and a copy of such notice shall also be mailed to The Haughey Company, Attn: Philip C. Haughey, Jr., 1660 Soldiers Road, Boston, MA 02135 and to Mugar Enterprises, Inc., Attn: Robert Reibstein, 222 Berkeley Street, Boston, MA 02116.
21. **SURRENDER** TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.
22. **HAZARDOUS MATERIALS** TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without

state or local.

- 23. **LIMITATION OF LIABILITY** TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for punitive, indirect or consequential damages.

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

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

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

- 27. **HOLDOVER** If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

- 28. **MISCELLANEOUS** If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

- 29. **BROKERAGE** TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Malone Commercial Brokers ("TENANT'S BROKER"). LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than CBRE The Boulos Company ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. The commission due to TENANT'S BROKER shall be paid by LANDLORD'S BROKER pursuant to a separate agreement between LANDLORD'S BROKER and TENANT'S BROKER, and in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.

- 30. **JURY TRIAL WAIVER** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT, FOR ITSELF AND ITS SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

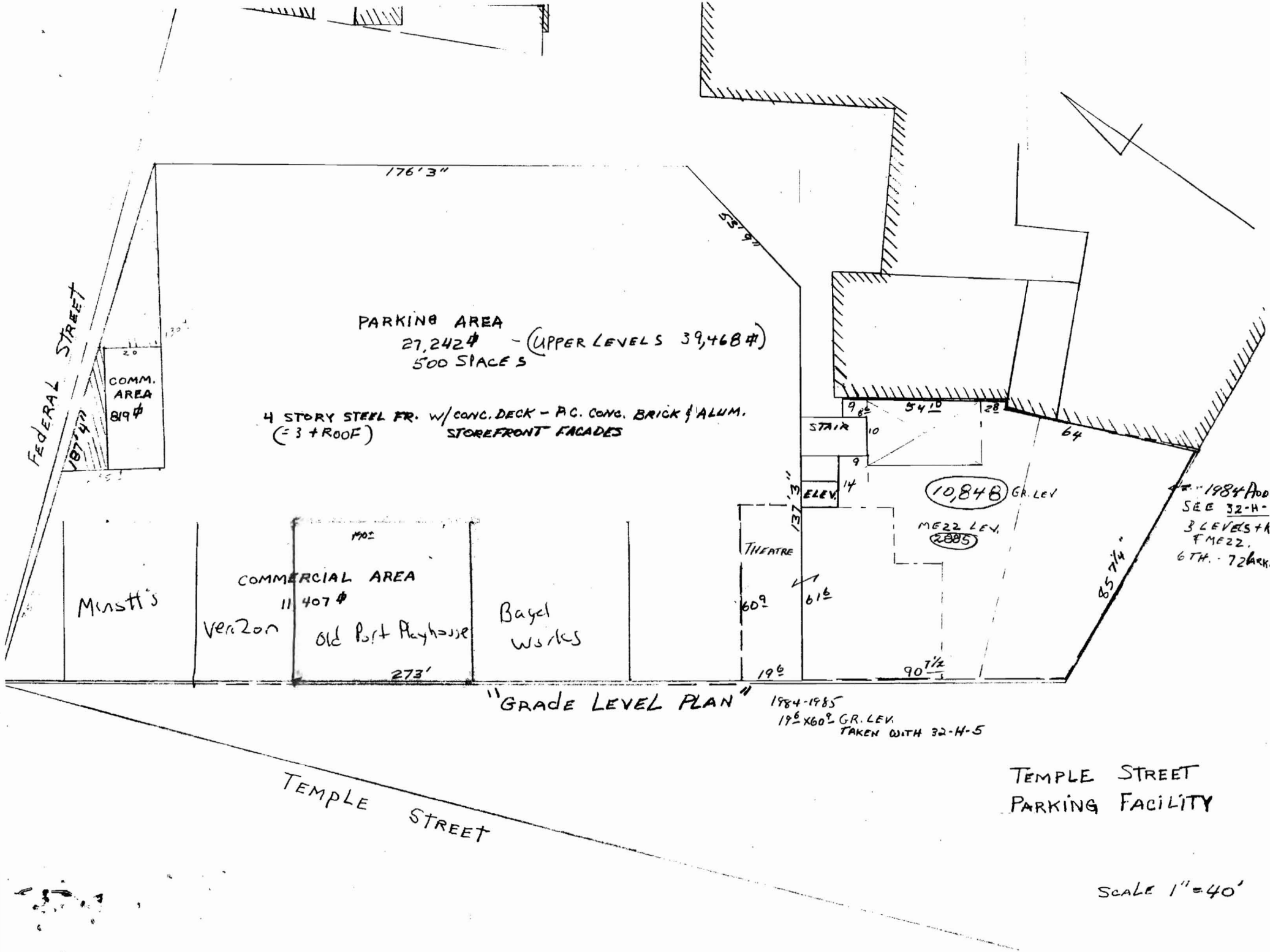
31. ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a form satisfactory to LANDLORD and/or such mortgagee, a written statement: (i) certifying that LANDLORD is in occupancy of the leased premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this Lease and there are no defaults or defaults against the enforcement of this Lease by LANDLORD, or stating the defaults and/or defaults claimed by TENANT; (vi) reciting the amount of advance rent, if any, paid by TENANT and the date to which such rent has been paid, and agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Section within the period set forth herein shall constitute a default under this Lease.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 14th day of August 2009.

TENANT
Michael Tobie, Individually
Michael Tobie
LANDLORD / TENANT PARTNER LLC
Philip C. Haggerty, Jr., its Manager

WITNESS:
WITNESS:



PARKING AREA
 27,242[#] - (UPPER LEVELS 39,468[#])
 500 SPACES

4 STORY STEEL FR. W/ CONC. DECK - P.C. CONC. BRICK & ALUM.
 (-3 + ROOF) STOREFRONT FACADES

COMM. AREA
 819[#]

COMMERCIAL AREA
 11,407[#]
 Verizon
 Old Port Playhouse

Bayel works

10,848 GR. LEV.
 MEZZ LEV.
 2,885

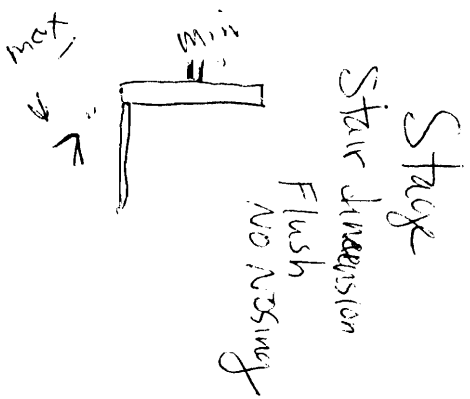
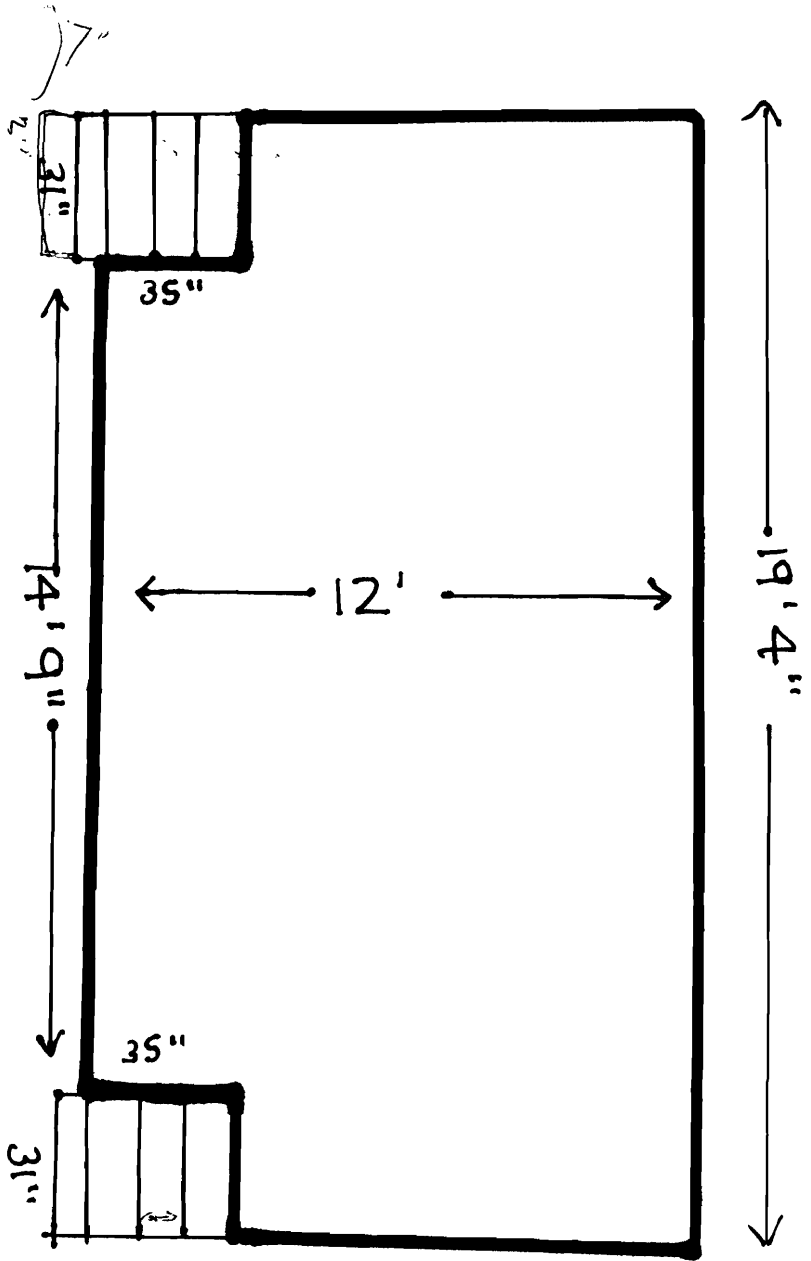
1984 ADD
 SEE 32-H-
 3 LEVELS +
 F MEZZ.
 6TH - 72ARK

"GRADE LEVEL PLAN"
 1984-1985
 196' x 602' GR. LEV.
 TAKEN WITH 32-H-5

TEMPLE STREET
 PARKING FACILITY

SCALE 1" = 40'

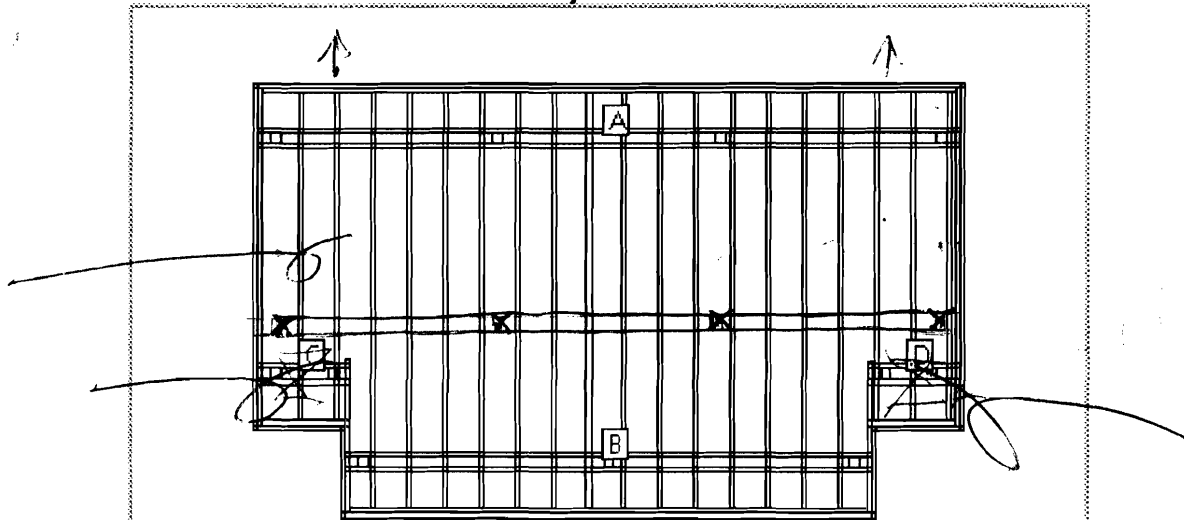
STAGE





Print

Beam Layout Level #1

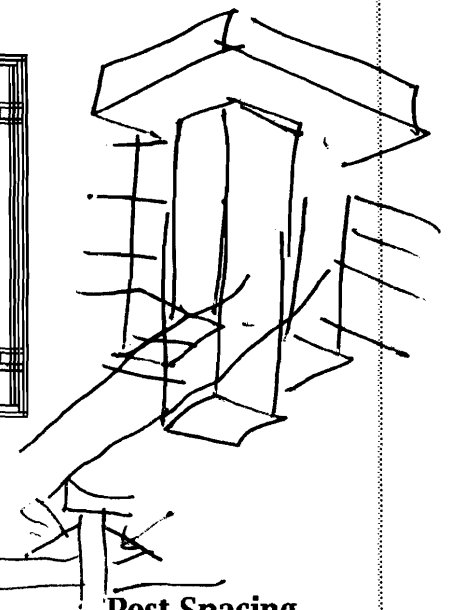
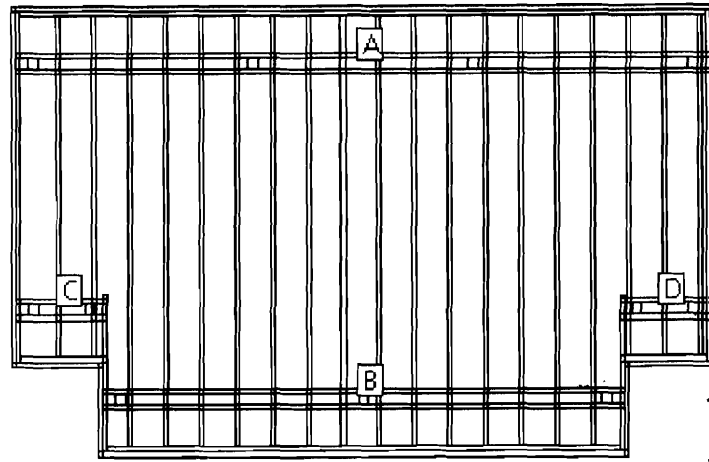


Label	Length	Post Count	Post Spacing
A	19' 6"	4	6' 2 1/4"
B	14' 8"	3	6' 10 1/4"
C	2' 6 1/2"	2	1' 7"
D	2' 6 1/2"	2	1' 7"

Close

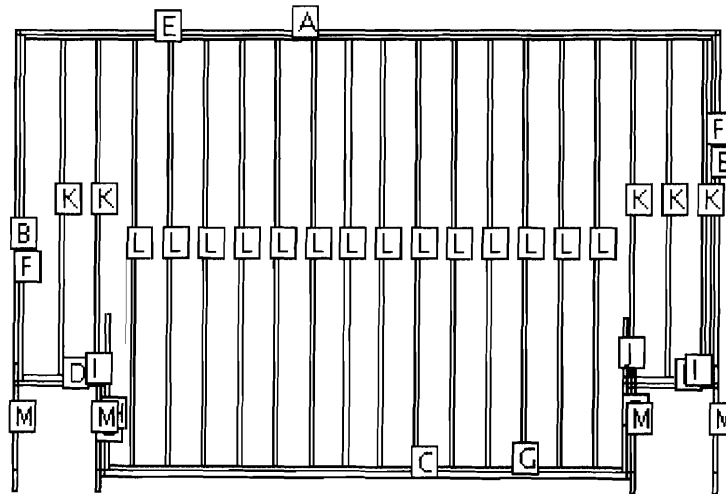
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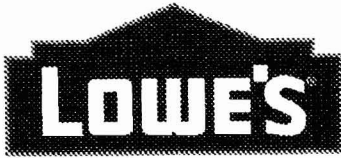
<u>Beam Label</u>	<u>Beam Length</u>	<u>Post Count</u>	<u>Post Spacing</u>
A	19' 6"	4	6' 2 1/4"
B	14' 8"	3	6' 10 1/4"
C	2' 6 1/2"	2	1' 7"
D	2' 6 1/2"	2	1' 7"

Cut List: Level 1



<u>Label</u>	<u>Name</u>	<u>QTY</u>	<u>Length</u>	<u>Bevels</u>	<u>Label</u>	<u>Name</u>	<u>QTY</u>	<u>Length</u>	<u>Bevels</u>
A	Fascia	1	19' 9"	F45 S45	H	Outer Joist	1	4' 2 3/4"	
B	Fascia	2	9' 7"	F45 S45	I	Header	2	2' 5"	
C	Fascia	1	14' 11"	F45 S45	J	Outer Joist	1	4' 1 3/4"	
D	Fascia	4	2' 6 1/2"	F45 S45	K	Joist	5	9' 1"	
E	Header	1	19' 3"		L	Joist	14	11' 6"	
F	Outer Joist	2	9' 4"		M	Precut Top Choice Treated Stringer	4		
G	Header	1	14' 5"						

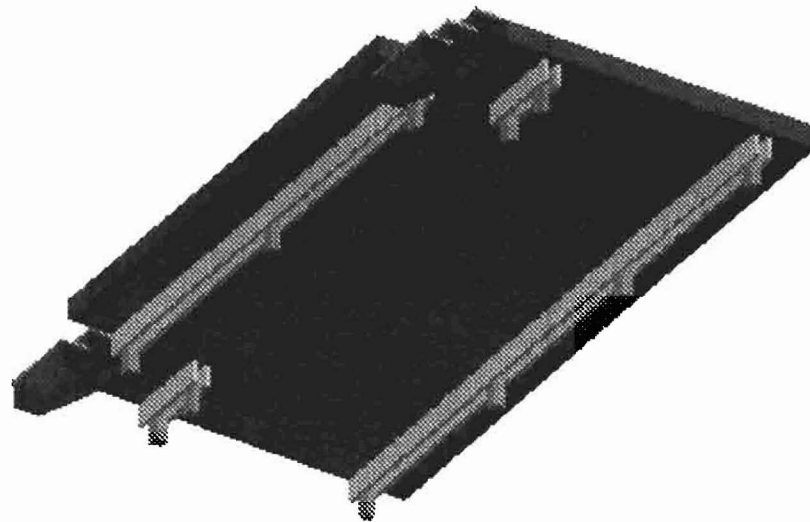
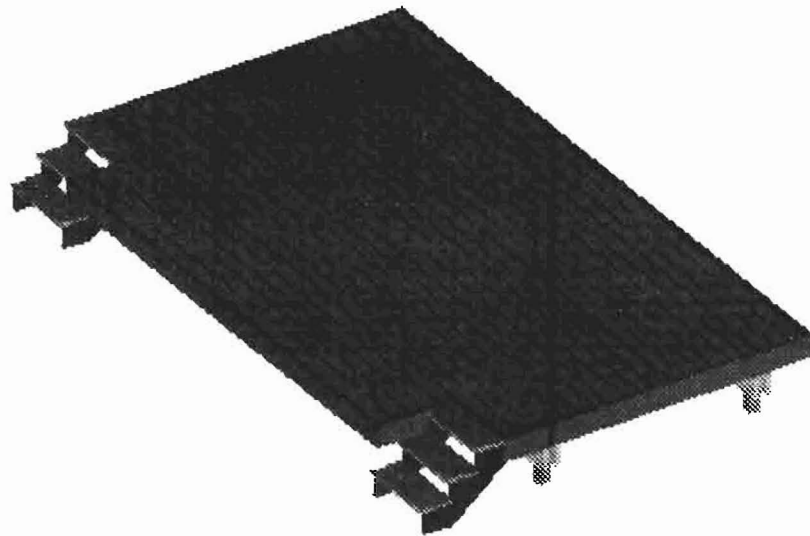
Permit Information



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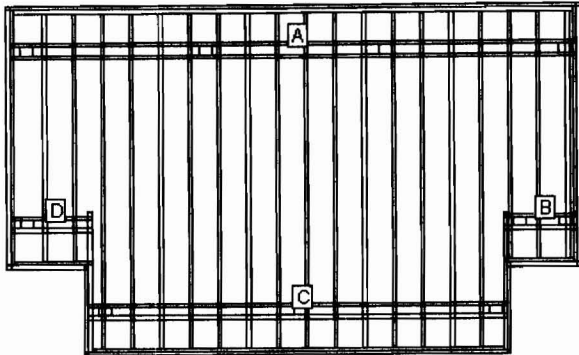
Specification Packet

3D Views



Beam Layout

Permit Page: Level 1



LOAD AND SUPPORT:

Your deck will support a 46⁺ PSF live load.

~~Posts have 30" below ground support.~~ Concrete Floor (slab)

DECK AND POST HEIGHT:

You selected a height of 24" from the top of the decking to the ground level. The top of the deck support posts will therefore be 15.0" above ground level.

Joists:

Set joists on top of beams, 12"; center to center.

Stress Analysis: Level 1

Component	PSF
Joist Deflection	212
Joist Bending	69
Joist Shear	116
Joist Compression	203
Beam Deflection	55
Beam Bending	55
Beam Shear	57
Bolt Shear	123
Post Stability	187

Design and Plan Your Deck



Warning: This may not be a final design plan. Variations in building codes, specific architectural considerations, or site conditions may require changes to this design. You are responsible for the final structural, code verification, material usage, and structural safety of this design. Be sure to check and verify the design with your architect, engineer and building inspector.

Lowe's is a supplier of material only. Lowe's does not engage in the practice of engineering, architecture, or general contracting. Lowe's does not assume any responsibility for design, engineering, or construction; for the use of installation of materials; or for compliance with any building code or standard of workmanship. Always refer to information on fastener packaging for use with pressure treated lumber.

Preferences: Certain assumptions have been made in order to provide an accurate material quote for your Deck Project. Because local codes vary throughout the country, it is imperative that you check with your local municipality for compliance with local building codes. The following building practice assumptions have been made in providing the materials for your project:

Footer Depth:	30	<i>interior Floor</i>
Footer Type:	Post On Concrete	
Joist Cantilever:	12 inches	
Joist Spacing:	12" center to center	
Spacing Between Deck Planking:	16 inches	
Stair Stringers:	10 inches	
Deck Live Load:	40 psf	
Deck Dead Load:	10 psf	
Stairs Live Load:	40 psf	
Stairs Dead Load:	10 psf	

Be sure to check and verify the design with your architect, engineer and building inspector.

Note: It is recommended that joist that meet on top of beams should be spliced with gussets. The gussets should be 2- by wood the same width at the joist and overlap by 6 inches on each side. These gussets should be held in place with 12 16d galvanized nails.

Handling Precautions for Pressure-Treated Wood

Disposal: Dispose of treated wood by ordinary trash collection. Treated wood should not be burned in open fires, stoves, fireplaces, or residential boilers because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use (e.g construction sites) must be disposed of in accordance with state and Federal regulations, which may include burning only in commercial or industrial incinerators or boilers. Always refer to information on fastener packaging for use with pressure treated lumber.

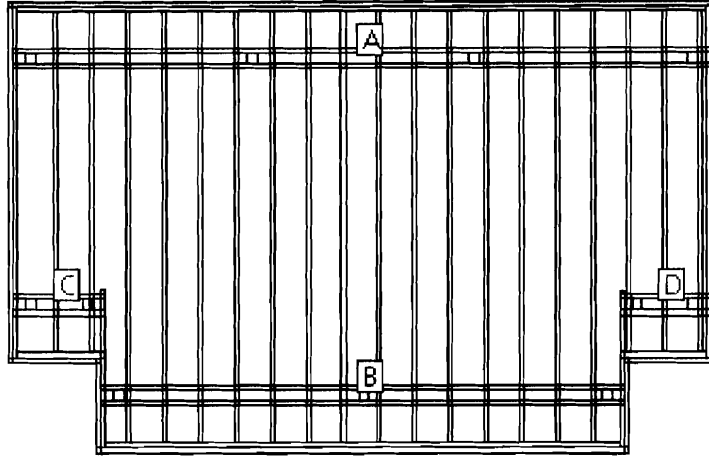
Operating Conditions: Avoid frequent or prolonged inhalation of sawdust from treated wood. When sawing, sanding and machining treated wood, wear a dust mask. Whenever possible, these operations should be performed outdoors to avoid indoor accumulations of airborne sawdust from treated wood. (Lowe's in-store saws are equipped with a vacuum to minimize airborne sawdust).

Protection: When power-sawing and machining, wear goggles to protect eyes from flying particles.

Clean Thoroughly: Wear gloves when working with the wood. After working with the wood, and before eating, drinking, toileting, and use of tobacco products, wash exposed areas thoroughly.

Wash Separately: Because preservatives or sawdust may accumulate on clothes, they should be laundered before reuse. Wash work clothes separately from other household clothing.

For Additional Information: www.epa.gov - www.healthybuilding.net - www.ccasafetyinfo.com
www.treatedwood.com - Call: (800)282-0600 or (800)356-AWPI



Load and Support

Your deck will support a 74 PSF live load. Posts have 30" below ground support.

Deck and Post Height

You selected a height of 24" from the top of the decking to the ground level. The top of the deck support posts will therefore be 1' 3 1/4" above ground level.

Joists

Set joists on top of beams, 12" center to center.

Disclaimer: This quote is an estimate and is valid until Sunday Aug 30, 2009. Lowe's Price Guarantee is applicable to individual material items only. Lowe's Price Guarantee does not apply to the total design package as a whole as quantities within different designs may vary.

Warning: This may not be a final design plan. Variations in building codes, specific architectural considerations, or site conditions may require changes to this design. You are responsible for the final structure, code verification, material usage, and structural safety of this design. Be sure to check and verify the design with your architect, engineer and building inspector.

Lowe's is a supplier of materials only. Lowe's does not engage in the practice of engineering, architecture, or general contracting. Lowe's does not assume any responsibility for design, engineering, or construction; for quantities or sizing of materials for a general or specific use; for quantities or sizing of materials; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

Note: It is recommended that joist that meet on top of beams should be spliced with gussets. The gussets should be 2- by wood the same width at the joist and overlap by 6 inches on each side. These gussets should be held in place with 12 16d galvanized nails.

Handling Precautions for Pressure-Treated Wood

Disposal: Dispose of treated wood by ordinary trash collection. Treated wood should not be burned in open fires, stoves, fireplaces, or residential boilers because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use (e.g., construction sites) must be disposed of in accordance with state and Federal regulations, which may include burning only in commercial or industrial incinerators or boilers. Always refer to information on fastener packaging for use with pressure treated lumber.

Operating Conditions: Avoid frequent or prolonged inhalation of sawdust from treated wood. When sawing, sanding and machining treated wood, wear a dust mask. Whenever possible, these operations should be performed outdoors to avoid indoor accumulations of airborne sawdust from treated wood. (Lowe's in-store saws are equipped with a vacuum to minimize airborne sawdust).

Protection: When power-sawing and machining, wear goggles to protect eyes from flying particles.

Clean Thoroughly: Wear gloves when working with the wood. After working with the wood, and before eating, drinking, toileting, and use of tobacco products, wash exposed areas thoroughly.

Wash Separately: Because preservatives or sawdust may accumulate on clothes, they should be laundered before reuse. Wash work clothes separately from other household clothing.

For Additional Information:

www.epa.gov - www.healthybuilding.net - www.ccasafetyinfo.com - www.treatedwood.com Call: (800)282-0600 or (800)356-AWPI

Stress Analysis

Component

Level 1

PSF

Joist Deflection	291
Joist Bending	102
Joist Shear	175
Joist Compression	354
Beam Deflection	94
Beam Bending	94
Beam Shear	83
Bolt Shear	121
Post Stability	228

Close

Print

How-To Guide

BDM 2281

PROJECT ESTIMATE STAGE

CONTACT: MILLER, DONALD
CUST #: 72924748

SALESPERSON: ROTH, MICHAEL
SALES #: 1266569

PROJECT NUMBER: 266196047

DATE ESTIMATED: 08/28/09

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
3	36774	2X8X8 TOP CHOICE KD WHITEWOOD	28SE.8	16.59
12	37560	2X8X16 TOP CHOICE KD WHITEWOOD	28SE.16	131.76
6	37245	2X8X10 TOP CHOICE KD WHITEWOOD	28SE.10	41.22
15	37247	2X8X12 TOP CHOICE KD WHITEWOOD	5089	123.90
3	4023	4X4X8 FIR STD/BTR		37.41
6	17656	OAK RISER 3/4"X7-1/2"X48"		89.82
6	17720	OAK TREAD 1"X11-1/2"X48"		143.76
0	12190	15/32 4 PLY FIR RATED SHEATH		0.00
9	12227	15/32 BC PINE ULX EXTERIOR	NA	179.73
2	48069	2X10X12 TOP CHOICE KD WHITEWOOD	210SE.12	23.12
9	12218	23/32"X4X8 T&G OSB SUBFLOOR	POS222072408	96.93
3	61595	DRYWALL SCREW COARSE 2 1/2"	5 10373	59.91
1	184037	1-5/8"CRSE DRYWAL SCR25#(18028	158CDWSBK	56.96
1	4643	3-STEP STRINGER #1 WATER REPEL		7.97
TOTAL FOR ITEMS				1009.08
FREIGHT CHARGES				0.00
DELIVERY CHARGES				65.00
TAX AMOUNT				53.70
TOTAL ESTIMATE				1127.78

This Quote is valid until 09/27/09.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

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