

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

Location of Construction:		Owner:		Phone:		Permit No: 991215
Owner Address:		Lessee/Buyer's Name:		Phone:		
Contractor Name:		Address:		Phone:		Permit Issued: NOV - 4 1999
Past Use:		Proposed Use:		COST OF WORK: \$ PERMIT FEE: \$		
Proposed Project Description:				FIRE DEPT.: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: _____ Date: _____		
Permit Taken By:		Date Applied For:		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied: <input type="checkbox"/> Signature: _____ Date: _____		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:

Approved
 Approved with Conditions
 Denied

Date: _____

PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

PERMIT ISSUED WITH REQUIREMENTS
CEO DISTRICT

COMMENTS

RI Plumbing - OK - added cleanouts in basement + pangers
Final - OK (Plumbing) - No structural framing done - went
over permit req. - need rigid ductwork on dryer vent.

11-12-99 Final - OK

Plumbing # 7050

37-C-17
Permit # 991210

Inspection Record

	Type	Date
Foundation:	N/A	N/A
Framing:	N/A	N/A
Plumbing:	OK	OK
Final:		
Other:		



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 547 Congress Street (Call: 637-6-011)

Issued to Mega Realty Trust

Date of Issue November 15, 1999

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 991210, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

1st floor

APPROVED OCCUPANCY

hair Salon/Tanning
Use R Type 38
BOCA 96

Limiting Conditions:

**This certificate supersedes
certificate issued**

Approved:

[Signature]

(Date) Inspector

[Signature]

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

BUILDING PERMIT REPORT

DATE: 29 OCT. 99 ADDRESS: 547 Congress St. CBL: 037-C-017

REASON FOR PERMIT: Interior renovations / Partition For Training room.

BUILDING OWNER: Hega Realty Trust.

PERMIT APPLICANT: CONTRACTOR George Maria

USE GROUP: B CONSTRUCTION TYPE: 3 B CONSTRUCTION COST: 10,000 PERMIT FEES: \$84.00

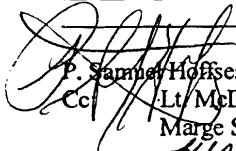
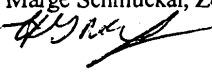
The City's Adopted Building Code (The BOCA National Building code/1996 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, *11, *23, *27, *29, *30, *34, *36, #31

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and damp proofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
16. Each apartment shall have access to two (2) separate, remote and approved means of egress.
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's.
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
- X 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
- X 27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
- X 29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- X 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *A separate permit is required for new signs*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
33. Bridging shall comply with Section 2305.16.
- X 34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2405.0)
35. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1996).
- X 36. Ventilation For washer/dryers shall be done To Comply with the manufacturers requirements.


 P. Samuel Hoffses, Building Inspector
 Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator


PSH 10/25/99

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): 541-545 547 Congress St. Portland ME 157 #109			
Total Square Footage of Proposed Structure 1800 sq ft		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Number Chart# 037 Block# C Lot# 017		Owner: Hega Realty Trust	Telephone#: 871-1080
Owner's Address: ONE City Center Portland ME		Lessee/Buyer's Name (If Applicable): Hair Cuts Plus Tim O'Brien	Cost Of Work: \$10,000 Fee: \$821
Proposed Project Description: (Please be as specific as possible) Build Partitions for tanning rooms Install plumbing 3 showers sinks utility sink Electrical Lighting outlets Interior work ADD SOME			
Contractor's Name, Address & Telephone George Maria		George St Portland ME	Rec'd By UB
Current Use: VACANT		Proposed Use: HAIR TANNING DETAIL STORE	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: [Signature]	Date: 10/28/99.
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

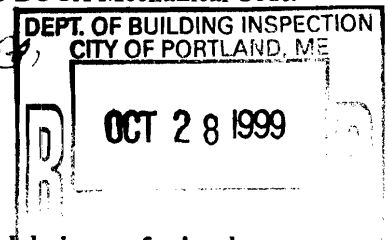
C/O TIM O'Brien

FRANK COOPER INC

1475 Shelburne RD

802-658-9469.

So. Burlington Vermont 05403



Atn: Una

Mets #:
Acct #**ARTICLE I - REFERENCE DATA**

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article:

LANDLORD AND LANDLORD'S ADDRESS:**HEGA REALTY TRUST**

c/o Dirigo Management Company
One City Center
Portland, Maine 04101-4004
871-1080
871-7189 (Fax)

TENANTS AND TENANT'S ADDRESS:

Frank Cooper, Inc. d/b/a Haircuts Plus
1475 Shelborne Road
South Burlington, VT 05403
802-658-9469 Ext. 18 (Work)
802-860-1625 (FAX)

SCHEDULED TERM COMMENCEMENT DATE: September 10, 1999

RENT COMMENCEMENT DATE: November 1, 1999

TENANT'S SPACE: 547 Congress Street, Portland, Maine 04101

TERM: Five (5) Years

<u>MONTHLY BASE RENT:</u>	9/10/99 - 10/31/99:	\$00.00/month (\$0.00 psf)
	11/1/99 - 10/31/00:	\$1,100.00/month (\$8.00 psf)
	11/1/00 - 10/31/01:	\$1,144.00/month (\$8.32 psf)
	11/1/01 - 10/31/02:	\$1,190.00/month (\$8.65 psf)
	11/1/02 - 10/31/03:	\$1,237.00/month (\$9.00 psf)
	11/1/03 - 10/31/04:	\$1,287.00/month (\$9.36 psf)

OPTION: Two (2) - Five (5) year options at fair market value

SECURITY DEPOSIT: None

RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 1,650 square feet

PERMITTED USES: The premises may be used solely by the Tenant for the sole purpose of (i) a hair salon, including conventional hair care and styling, (ii) tanning services, (iii) skin and nail care, (iv) retail sale of hair, tanning, skin and nail care products and (v) for related office uses and for no other use or purpose without the prior written consent of the Landlord in each instance.

however, that any such maintenance or repairs made necessary by fault or neglect of the Tenant or the employees and visitors of the Tenant shall be at the expense of the Tenant and the Tenant shall pay all costs thereof;

5.02 The Landlord shall not be liable to anyone for interruption in or cessation of any service rendered to the premises or building or agreed to by the terms of this Lease, due to any accident, the making of repairs, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or any cause beyond the Landlord's control; excepting the negligence or intentional acts of the Landlord, its agents or employees, and except to the extent that the liability of the Landlord is insured by virtue of a general comprehensive Landlord public liability insurance policy, which the Landlord agrees to maintain with respect to the building;

ARTICLE VI - TENANT COVENANTS

6.01 The Tenant acknowledges by entry thereupon that said premises are in satisfactory order, repair and condition, and covenants during said term and further time as the Tenant holds any part of said premises;

(a) To pay, when due, all rent and other charges set forth herein, all charges for Tenant's electricity, natural gas, water and sewer, telephone, and other communication systems used at, and supplied to, the premises, and other utilities not provided by the Landlord, including replacement of all lamping as required after the commencement date;

(b) To keep said premises in as good order, repair and condition as the same are in at the commencement of said term or may be put thereafter, except for the Landlord's responsibilities under Section 5.01(a) of this Lease, damage by fire or unavoidable casualty and reasonable use and wear excepted; and, at the termination of this Lease, peaceably to yield up said premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not attached to the premises, repairing all damage caused by such removal, and leaving the premises clean and tenantable. If the Landlord in writing permits the Tenant to leave any such goods and chattels at the premises, and the Tenant does so, the Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord. Notwithstanding anything to the contrary in this Subsection 6.01 (b), upon the termination of this Lease, the Tenant may remove its trade fixtures, including sinks, mirrors, styling stations, hot water tank, washer-dryer, and reception desk;

(c) To carry adequate insurance to provide for the replacement of all plate glass windows which is damaged or destroyed;

(d) The Tenant shall not erect or install any sign or other type display whatsoever, upon the exterior of the building, without the prior express written consent of the Landlord; and the Landlord shall have the right to require that the Tenant's sign be of a particular type, size, quality, and style and that the same be placed and maintained in such location as the Landlord may designate; and the Tenant shall not use in, on or about the demised premises any advertising medium which may be heard or experienced outside thereof, such as flashing lights, flashlights, loudspeakers, phonograph records, or radio broadcasts without first having obtained the Landlord's written consent;

(e) Not to injure or deface said premises or building; not to permit on said premises any auction sale, inflammable fluids, chemicals, nuisance, objectionable odor; not to permit the use of said premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building;

(f) Not to obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by the Landlord for the care and use of said premises, the building, its facilities and approaches;

(g) Not to assign this Lease or make any sublease at any time;

(h) Not to make any alterations, nor to permit the making of any holes in any part of said building, nor to paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from the outside of said premises, that is, from outdoors or from any corridor or other common area within the building, nor to permit anyone except the Tenant to use any part of the premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the Landlord which permission shall not be unreasonably withheld ;

(i) To place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration;

(j) Not to place a load upon any floor of the premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law;

(k) That the Landlord may enter the premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said premises to serve said premises and to serve other parts of said building;

(l) To save the Landlord harmless and indemnify as follows; (i) the Tenant covenants at its sole cost and expense at all times during the Lease Term to defend and save the Landlord free, harmless and indemnified from all injury, loss, claims or damage (including reasonable attorney's fees and expenses) to any person or property arising from, related to or in connection with the use and occupancy of the Demised Premises or conduct or operation of the Tenant's business, except for any loss caused by the negligence or willful misconduct of the Landlord, its agent or employees; (ii) the Tenant shall store its property in and shall occupy the Demised Premises and all other portions of the building at its own risk subject to the Landlord's responsibilities under Articles V, XV and XVII;

(m) To maintain with responsible companies authorized to do business in the State of Maine and approved by the Landlord, liability insurance, with contractual liability endorsement covering the matters set forth in Subsection l above, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million (\$1,000,000) Dollars and for injury to or death of more than one person in an amount of not less than One Million (\$1,000,000) Dollars and for damage to property in an amount of not

less than One Hundred Thousand (\$100,000) Dollars made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct or operation of the Tenant's business, or caused by acts or omissions of the Tenant or anyone claiming a right to be on or about the property by reason of permission granted by the Tenant which is either express or implied, or by any of the Tenant's officers, agents, servants, suppliers, employees, or contractors. All insurance provided by the Tenant as required by this Subsection shall name the Landlord and the lessor under any underlying or overriding lease as additional insureds as their interests may appear and shall include the holder of any mortgage on the fee or on any underlying or overriding leasehold estate under a standard mortgagee clause to the extent the Landlord informs the Tenant of the same in writing. On or before the commencement date, the Tenant shall deliver to the Landlord the insurance certificates:

(n) To hold all property of the Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the premises, at the Tenant's own risk, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said premises by the Tenant;

(o) Upon reasonable advance notice, to permit the Landlord or its agents to examine the premises at reasonable times and, if the Landlord shall so direct, to make any repairs or additions and, at the Tenant's expense to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing; and to show the premises to prospective tenants during the six (6) months preceding the expiration of this Lease;

(p) To permit the Landlord at any time or times to decorate common areas, and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said building or any part thereof, and during such operations to take into and through said premises or any part of the building all materials required and to close or temporarily suspend operation of the entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause the Tenant a minimum inconvenience and business interruption. Rent shall abate for any period of interruption of five consecutive business days or longer;

(q) Not to install any vending machines or food service equipment in the demised premises without first obtaining the Landlord's prior written approval, which approval shall not be unreasonably withheld;

(r) To exercise its best efforts to prevent any employee of the Tenant from violating any covenant or obligation of the Tenant hereunder;

(s) Not to suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Landlord's title or interest in the building, the premises, or any portion thereof;

(t) To keep the premises equipped with all safety appliances required by law or any public

authority because of the use made by the Tenant of the premises;

(u) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by the Tenant of any portion of the Lease;

(v) That acceptance by the Landlord of a lesser sum than the base rent, supplemental rent or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and the Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the premises;

(w) Intentionally omitted.

(x) That without limitation of anything elsewhere herein contained, the Landlord may;

(i) designate and change the name and street address of the building; provided, however, that the Landlord shall first give reasonable notice thereof to the Tenant;

(ii) retain and use in appropriate instances keys to all doors within and into the premises and to change the locks to the premises if the Landlord deems it advisable and provides Tenant with reasonable advance notice and keys to such new locks. No lock shall be changed by the Tenant without prior written consent of the Landlord;

(iii) enter upon the premises with such prior notice as is reasonable under the circumstances and exercise any and all of the Landlord's rights without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant;

(y) That the Tenant shall not remove any of its fixtures from the premises at any time that the Tenant is in material default under any of the terms of this Lease;

ARTICLE VII - SUBORDINATION

The Tenant agrees that, at the election of the Landlord, that this Lease shall be subject and subordinate to the lien of any mortgage which may now hereafter be placed on, encumber, or affect the real property of which the premises are a part and to all renewals, modifications, consolidations, and replacements. When requested to do so by the Landlord, the Tenant agrees to execute, acknowledge, and deliver to the Landlord an instrument, in proper form for recording, wherein the Tenant agrees to and does subordinate this Lease to the lien of the mortgages above mentioned.

ARTICLE VIII - CASUALTY DAMAGE AND EMINENT DOMAIN

8.01 If at any time during the lease term the premises shall be damaged or destroyed by fire or other

Any notice from the Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served if mailed by Certified Mail addressed, if to the Tenant, at said premises after the term of this Lease has commenced and, prior to that time, at Tenant's address or if to the Landlord, at the place from time to time established for the payment of rent, and the customary Certified Mail receipt shall be conclusive evidence of such service.

ARTICLE XIII - SUCCESSORS AND ASSIGNS

The covenants and agreements of the Landlord and the 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.

ARTICLE XIV - HOLDOVER

In the event that the Tenant shall continue in occupancy of the Leased Premises after the expiration of the term of this Lease or any earlier termination thereof, such occupancy shall not be deemed to extend or renew the term of this Lease, but, at the option of the Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained and at 150% of the Base Rent and 150% of the additional rent in effect during the last lease year of the term, prorated and payable for the period of such occupancy. Except as specifically set forth herein, this Article shall not be construed as giving the Tenant any right to hold over after the expiration of the term hereof.

ARTICLE XV - QUIET ENJOYMENT

The Landlord covenants and agrees with the Tenant that so long as the Tenant pays the rent and observes and performs all the terms, covenants and conditions on the Tenant's part to be observed and performed, the Tenant may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances thereto without hindrance or molestation.

ARTICLE XVI - LIMITATION OF LIABILITY

The Tenant agrees to look solely to the Landlord's interest in the building and the Landlord's insurance for recovery of any judgment from the Landlord; it being agreed that the Landlord is not personally liable for any such judgment.

ARTICLE XVII - LANDLORD'S WORK

17.01 The Landlord shall, at its cost and expense, construct the premises for the Tenant's use and occupancy in accordance with plans and specifications prepared by the Landlord's architect, incorporating in such construction all items of the Landlord's work described in Exhibit A. Any Tenant work, in addition to any of the items specifically enumerated in said Exhibit A shall be performed by the Tenant at its own cost and expense. Tenant's work may be performed only by contractors or subcontractors approved in advance by the Landlord; such approval shall not be unreasonably withheld. All Tenants' work shall be performed in a thoroughly first-class workmanlike manner.

17.02 Except as otherwise herein provided or as may be otherwise approved by the Landlord, all work necessary to prepare the premises for the Tenant's occupancy, including work to be performed at the Tenant's expense, and all material and workmanship shall be in accordance with the Building Standard. If other than

Building Standard work is to be performed in preparing the premises for the Tenant's occupancy by contractors other than those employed by the Landlord, the Landlord will give the Tenant reasonable advance notice of the date on which the premises will be ready for such other contractors. The Tenant shall take all reasonable measures to the end that such contractors shall cooperate in all ways with the Landlord's contractors and shall not conflict in any other way with the performance of such work. All Landlord's work shall be performed in a good and workmanlike manner.

17.03 The Tenant shall have access to the premises before the commencement date of the lease term, provided, however, that the Tenant assumes any risks attendant on its entry into the leased premises before the completion thereof, as though this Lease were in effect.

ARTICLE XVIII - OBLIGATIONS OF GUARANTORS

None

ARTICLE XIX - SECURITY DEPOSIT

None

ARTICLE XX - MISCELLANEOUS

20.01 If the Tenant is more than one person or party, then the 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 the Landlord and the Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

20.02 The Landlord and the Tenant agree that this Lease shall not be recordable. The Landlord and the Tenant shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

20.03 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 or 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.

20.04 Subject to the Tenant's right to remove trade fixtures as described in Section 6.01(b), all alterations, decorations, partitions, installations, carpeting, additions or improvement upon the demised premises, made by either party, including, but not limited to, all paneling, decorations, partitions, railings, and the like, affixed to the realty shall, unless the Landlord elects otherwise, become the property of the Landlord and shall remain upon, at the end of the Lease Term. In the event the Landlord shall so elect, then such alterations, decorations, installations additions or improvements made by the Tenant upon the demised premises as the Landlord shall designate, shall be removed by the Tenant and the Tenant shall restore the demised premises to its original condition at the Tenant's sole expense at or prior to the Expiration Date or such other earlier termination of this Lease.

20.05 The submission of this Lease or a summary of some of or all of its provisions for examination by the Tenant does not constitute a reservation of or option for the premises or an offer to lease said premises.

Executed this 13 day of September 1999.

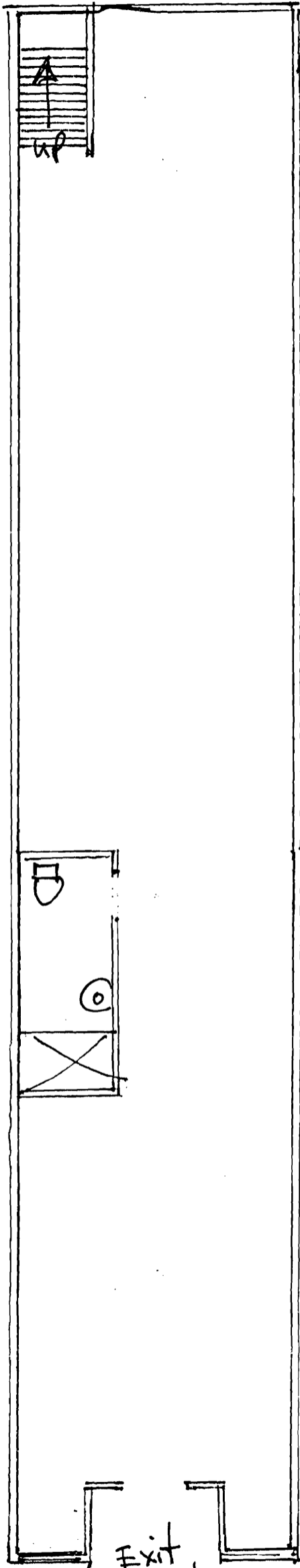
[Signature]
Witness

[Signature]
Landlord: Peter S. Skapinsky
Authorized Agent for HEGA Realty Trust

[Signature]
Witness

[Signature]
Tenant: Frank Cooper, Inc.
By: William O'Brien
Its: President

Exit



Hair Cuts Plus
Existing
547 Congress St
PORT ME.

Scale
 $\frac{1}{8}'' = 1'$

Exit

All new walls
are 8' partitions.

Ceiling 10' +

Dryers

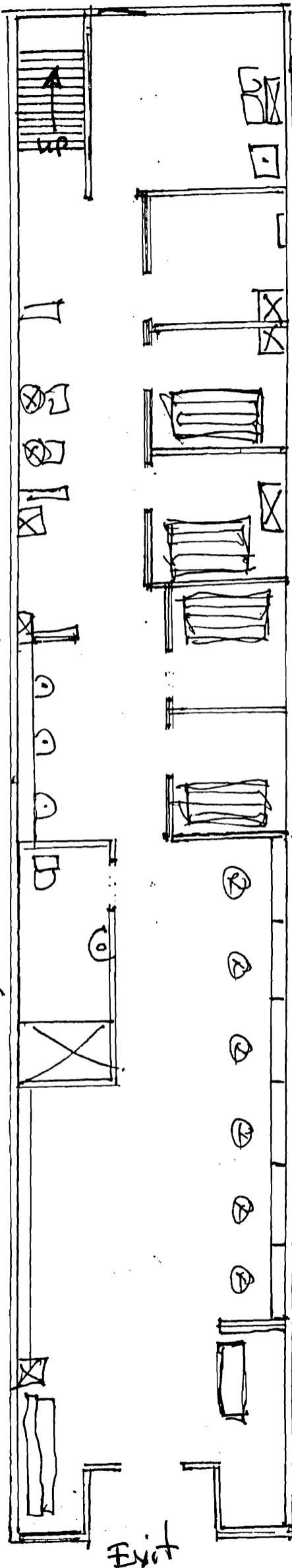
Shampoo

Bath Room

Retail
Revised 10/3
Floor Plan

Hair Cuts Plus
547 Congress St
Port ME.

proposed



washer/dryer

utility sink

power box

office

Tanning

Tanning

Tanning

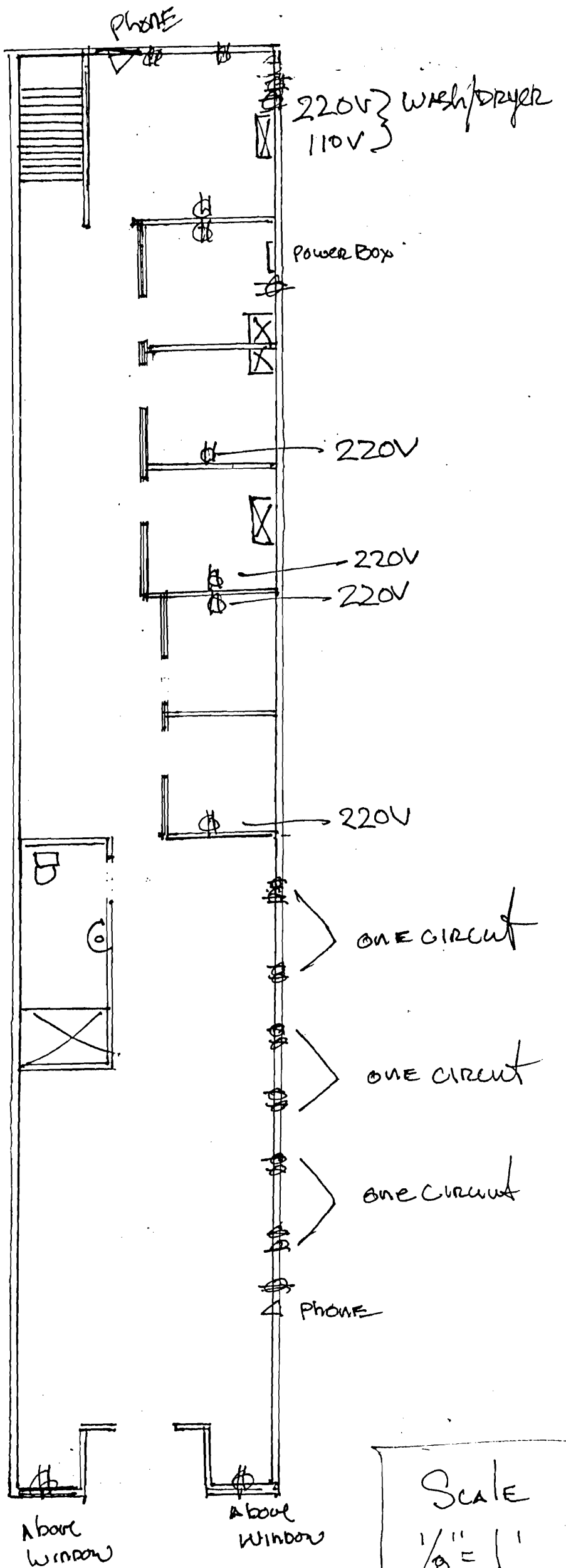
Tanning

306"

Station
countertops

Desk

Scale
1/8" = 1'



REVISED 10/3
Electrical

HAIR CUTS Plus
547 Congress St
Port ME.

SCALE
1/8" = 1'