

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 070339

Please Read Application And Notes, If Any, Attached

This is to certify that HERITAGE REALTY LIMITED PARTNERSHIP / Sign Solutions

has permission to Replacing Panel In empty frame in Free Standing

AT 1064 BRIGHTON AVE

263A A00500

PERMIT ISSUED
APR 11 2007
CITY OF PORTLAND

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of this State 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 when permission procured before this building or part thereof is placed or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Thomas M. Madley 4/11/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

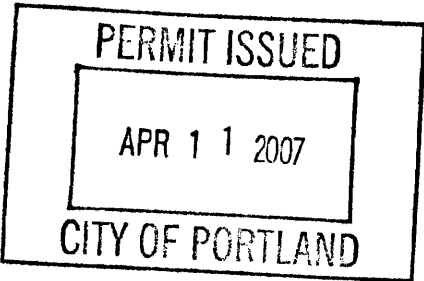
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 07-0339	Issue Date:	CBL: 263A A005001
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Location of Construction: 1064 BRIGHTON AVE	Owner Name: HERITAGE REALTY LIMITED P	Owner Address: 131 DARTMOUTH ST 6TH FL	Phone:
Business Name:	Contractor Name: Sign Solutions	Contractor Address: 55 Bishop St. Portland	Phone 2078788000
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: B2

Past Use: Commercial - Xclusive LLC Hair Salon- Fees paid on previous permit#061393	Proposed Use: Commercial - Xclusive LLC Hair Salon - Replacing Panel In empty frame in Free Standing Sign	Permit Fee:	Cost of Work: \$0.00	CEO District:
Proposed Project Description: Replacing Panel In empty frame in Free Standing Sign		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: 3B IBC 2003 Signature: <i>Jm</i> 4/11/07	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: Date:		

Permit Taken By: Idobson	Date Applied For: 04/02/2007	Zoning Approval
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<ol style="list-style-type: none"> 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 <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"/> OK <i>Approved</i> Date: <i>4/2/07</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
		<i>appealed to Planning 14-365.56</i> <i>Johanna Andrews</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 Application

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

Permit No: 07-0339	Issue Date:	CBL: 263A A005001
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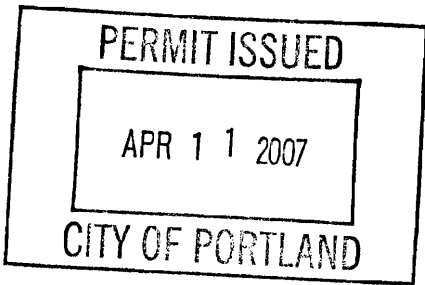
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Business Name:	Contractor Name: Sign Solutions	Contractor Address: 55 Bishop St. Portland	Phone 2078788000
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Past Use: Commercial - Xclusive LLC Hair Salon- Fees paid on previous permit#061393	Proposed Use: Commercial - Xclusive LLC Hair Salon - Replacing Panel In empty frame in Free Standing Sign	Permit Fee:	Cost of Work: \$0.00	CEO District:
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: 93 IBC 2003	

Proposed Project Description: Replacing Panel In empty frame in Free Standing Sign	Signature:	Signature: <i>Jan 4/11/07</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 04/02/2007	Zoning Approval
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<ol style="list-style-type: none"> 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 <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <i>appealed to Planning 14-368.561</i> <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"/> Date: <i>4/2/07</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABW</i> Date: _____
	<i>OK Approved</i> <i>John Walsh</i> <i>Andrew B</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: 07-0339	Date Applied For: 04/02/2007	CBL: 263A A005001
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Location of Construction: 1064 BRIGHTON AVE	Owner Name: HERITAGE REALTY LIMITED P	Owner Address: 131 DARTMOUTH ST 6TH FL	Phone:
Business Name:	Contractor Name: Sign Solutions	Contractor Address: 55 Bishop St. Portland	Phone (207) 878-8000
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Proposed Use: Commercial - Xclusive LLC Hair Salon - Replacing Panel In empty frame in Free Standing Sign	Proposed Project Description: Replacing Panel In empty frame in Free Standing Sign
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Dept: Zoning	Status: Approved	Reviewer: Ann Machado	Approval Date: 04/02/2007
Note: Freestanding sign origianlly part of permit #06-1393 but denied because sign legally nonconforming. Appealed to Planning on 2/26/07. Appeal granted by Deb Andrews on 3/22/2007.			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Building	Status: Approved with Conditions	Reviewer: Tom Markley	Approval Date: 04/11/2007
Note: 1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code. 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Planning	Status: Approved	Reviewer: Deborah Andrews	Approval Date: 04/03/2007
Note:			Ok to Issue: <input checked="" type="checkbox"/>

Comments: 4/2/2007-ldobson: Fees paid on previous permit 061393 4/2/2007-amachado: Gave permit to Deb Andrews so she could sign it under zoning appeal section of permit.
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Signage/Awning 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>1124 Brighton Ave Portland</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>263A</u> Block# <u>A</u> Lot# <u>5</u>	Owner: <u>Heritage Realty</u> <u>131 Dartmouth St 6th Fl</u> <u>Boston MA 02116</u>	Telephone: <u>775-2299</u>
Lessee/Buyer's Name (If Applicable) <u>Tammy Morales</u> <u>Xclusive LLC</u>	Contractor name, address & telephone: <u>Sign Solutions</u> <u>878-8000</u> <u>55 Bishop St</u> <u>Port ME 04101</u>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ _____ Awning Fee= cost of work _____ Total Fee: \$ _____
Who should we contact when the permit is ready: <u>Tammy Morales</u> phone: <u>775-2299</u>		
Tenant/allocated building space frontage (feet): Length: <u>37'</u> Height: <u>16'</u> Lot Frontage (feet) <u>187'</u> Single Tenant or Multi Tenant Lot <u>Multi (2)</u>		
Current Specific use: <u>Salon</u> If vacant, what was prior use: _____ Proposed Use: <u>Salon</u>		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No _____ Dimensions proposed: <u>2x8</u> Height from grade: _____ Bldg. wall sign? (attached to bldg) Yes _____ No _____ Dimensions proposed: _____		
Proposed awning? Yes _____ No _____ Is awning backlit? Yes _____ No _____ Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes _____ No _____ If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.		
Information on existing and previously permitted sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No _____ Dimensions: <u>2x8</u> <u>Panel in name</u> Bldg. wall sign? (attached to bldg) Yes _____ No _____ Dimensions: _____ Awning? Yes _____ No _____ Sq. ft. area of awning w/communication: _____		
A site sketch and building sketch showing exactly where existing sketches and/or pictures of proposed signage and existing _____ ided.		

Please submit all of the information outlined above. Failure to do so may result in the automatic denial of this application.

In order to be sure the City fully understands the full scope of the project, please provide additional information prior to the issuance of a permit. For more information, contact the Building Inspections office, room 315 City Hall or call 874-8760.

I hereby certify that I am the Owner of record of the named property, or authorized by the owner to make this application as his/her authorized agent. I am requesting a permit for work described in this application is issued, I certify that the Contractor will be responsible for all areas covered by this permit at any reasonable hour to enforce the provisions of the City Code.

Signature of applicant: Tammy Morales

This is not a permit; you may not commence any work until a permit is issued.

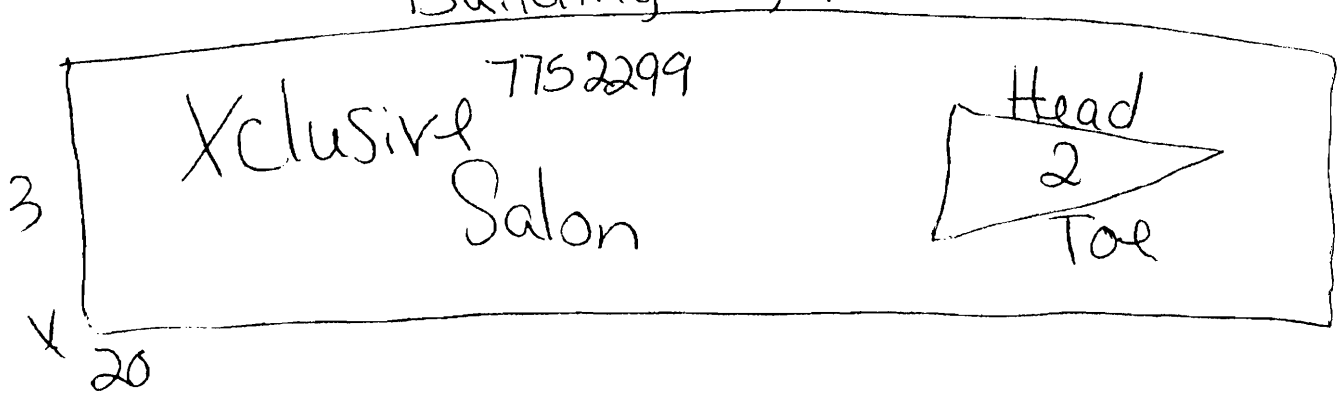
Please mail to:
Tammy Morales
1124 Brighton Ave
Portland, ME 04103
(By Request)
Tom
4/11/07

multi tenant
existing 5x10 = 75 sq ft
proposed 2x8 = 16
91

allowable 140

Building Height 16" width 72'6"

Building Sign



RepubliCash

2 Xclusive
775 2299
8

Road Sign

Sign made out of
UL Listed Lexan

To be fastened by
just replacing face
of existing sign

UL# for lighted sign is also
existing

MAINE COMMERCIAL (SUB LEASE)

1. PARTIES: Republicash, LLC with a mailing address of 1124 Brighton Avenue, Portland, Maine (“SUBLANDLORD”), hereby Subleases to Xclusive, LLC, a Maine limited liability company, with a mailing address of _____ (“SUBTENANT”), and the SUBTENANT hereby Subleases from SUBLANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain nine hundred and fifty (950) ± square feet. The Premises are located at 1124 Brighton Avenue. Portland, Maine. The Subleased premises are accepted in “as is” condition except as specifically set forth to the contrary in this Sublease.
3. TERM The Term of this Sublease shall be for Five (5) years and two (2) months, unless sooner terminated as herein provided, commencing on the first day of operation of SUBTENANTS business or October 1, 2006 whichever date occurs first and ending upon the expiration of SUBLANDLORD’S base lease.
4. RENT The SUBTENANT shall pay to the SUBLANDLORD commencing two months after the term of the Sublease commences as provided for in Section 3 above [the first two months are rent-free, which include base, supplemental and additional rents], the following rent. Base Rent in the following amounts:

Year	Annual Rent	Monthly Rent
1	\$16,200.00	\$1,350.00
2	\$16,200.00	\$1,350.00
3	\$16,686.00	\$1,390.50
4	\$17,186.58	\$1,432.21
5	\$17,702.11	\$1,475.17

shall be payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to SUBLANDLORD or to such agent and at such place as SUBLANDLORD shall from time to time in writing designate, the following being now so designated: 1124 Brighton Avenue, Portland, Maine 04102. If SUBTENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Sublease, then SUBLANDLORD, 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 SUBTENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due SUBLANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION

So long as SUBTENANT has not been in default of this lease during the term hereof, SUBTENANT shall have the option to renew this lease for five (5) years. It is expressly understood that SUBTENANTS right to renew is contingent on SUBLANDLORD exercising its own option to renew its base lease. In order to exercise SUBTENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>6</u>	<u>\$ 18,233.16</u>	<u>\$1,519.43</u>
<u>7</u>	<u>\$ 18,780.24</u>	<u>\$1,565.02</u>
<u>8</u>	<u>\$ 19,343.64</u>	<u>\$1,611.97</u>
<u>9</u>	<u>\$ 19,923.96</u>	<u>\$1,660.33</u>
<u>10</u>	<u>\$ 20,521.68</u>	<u>\$1,710.14</u>

6. SECURITY

The SUBTENANT shall pay to the SUBLANDLORD the amount of Thirteen Hundred Fifty Dollars (\$1,350.00), which shall be held as a security deposit for the Subtenant's performance as herein provided and refunded to the SUBTENANT without interest at the end of this Sublease subject to the SUBTENANT'S satisfactory compliance with the conditions hereof. Said security deposit shall be due and payable to Sublandlord upon the one year anniversary of the execution of this lease.

7. RENT ADJUSTMENT

A. TAXES

SUBTENANT will pay to SUBLANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, forty five percent (45 %) of all real estate taxes on the building now located at 1124 Brighton Avenue of which the Subleased premises are a part in each year of the term this Sublease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Sublease commences or ends. If SUBLANDLORD or LANDLORD builds any additions to the building, the percentage of taxes paid by SUBTENANT shall be reduced to reflect the additions. If the SUBLANDLORD 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 SUBTENANT.

B. OPERATING COST

SUBTENANT shall pay to the SUBLANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, forty five percent (45%) of all operating expenses. Operating expenses are defined for the purposes of this Sublease as operating expenses per annum of the present building and its present 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 SUBLANDLORD related to the building, (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other normal repairs, improvements and replacements required by law or necessary to keep the building in its present condition, (v) all costs of snow and ice removal, landscaping and grounds care; and (vi) all other costs of the management of the building, including, without limitation property management fees. SUBTENANT'S share of operating expenses shall be prorated should this Sublease be in effect with respect to only a portion of any calendar year. Notwithstanding the foregoing, SUBTENANT shall not be responsible to pay for any additions, capital improvements or renovations made by SUBLANDLORD or LANDLORD.

During each year of the term of this Sublease, SUBTENANT shall make monthly estimated payments to SUBLANDLORD, as additional rent for SUBTENANT'S share of 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 SUBTENANT'S annualized share of SUBLANDLORD'S projected increases for the current year. After the end of each calendar year, SUBLANDLORD shall deliver to SUBTENANT a statement showing the amount of such real estate taxes and operating expenses also showing SUBTENANT'S share of the same. SUBTENANT shall, within thirty (30) days after such delivery, pay SUBTENANT'S share to SUBLANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed SUBTENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES

SUBLANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air

conditioning, if installed as part of the structure of the building, so as to maintain the Subleased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year. Regular business hours are from Monday through Saturday from 7:30 a.m. to 8:30 p.m. SUBTENANT agrees that in the event the water and sewer bill for the building increases over the average cost of water and sewer over the last twelve (12) months due to SUBTENANT'S water usage, SUBTENANT agrees to pay the difference between the average cost over the past twelve (12) months and the current bill, provided that other occupants of the building do not change during the 12-month period. If they do, the incremental increase shall be allocated between SUBLANDLORD and the other user(s).

SUBLANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Subleased premises as of the commencement date of this Sublease. In the event SUBTENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the SUBTENANT'S sole obligation, provided that such installation shall be subject to the written consent of the SUBLANDLORD, which shall not be unreasonably withheld.

9. USE OF SUBLEASED PREMISES

SUBTENANT shall use the Subleased premises only for the purpose of operating a hair salon.

10. COMPLIANCE WITH LAWS

SUBTENANT agrees to conform to the following provisions during the entire term of this Sublease: (i) SUBTENANT shall not injure or deface the Subleased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Subleased premises; (iii) SUBTENANT shall not permit the use of the Subleased 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; and (iv) SUBTENANT shall not 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. SUBTENANT shall observe and comply with all reasonable written rules and written security regulations now or hereafter made by SUBLANDLORD for the care and use of the Subleased premises, the building, its facilities and approaches. SUBTENANT agrees to keep the Subleased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in SUBTENANT'S use thereof required by law or any public authority as a result of

SUBTENANT'S use or occupancy of the premises or SUBTENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to SUBLANDLORD'S consent as provided in this Sublease, which shall not be unreasonably withheld.

11. **MAINTENANCE** SUBTENANT acknowledges by entry thereupon that the Subleased premises
- A. SUBTENANT'S OBLIGATIONS** are in good and satisfactory order, repair and condition, and covenants during said term and further time as the SUBTENANT holds any part of said premises to keep the Subleased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if SUBTENANT has Subleased ground floor space, SUBTENANT 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. SUBLANDLORD'S OBLIGATIONS** SUBLANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the Subleased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Sublease, 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 the SUBTENANT or the employees, contractors, agents or invitees of SUBTENANT, in which case such maintenance or repair shall be at the expense of the SUBTENANT and SUBTENANT shall pay all costs thereof.
- SUBLANDLORD agrees to maintain the grounds of the building including but not limited to keeping the grounds reasonably free and clear of ice, snow and other impediments to both vehicles and pedestrians accessing the Building.
12. **ALTERATIONS - ADDITIONS** Other than as permitted by Section 30 hereof, SUBTENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aeriols or flagpoles or the like, visible from outside of the Subleased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except the SUBTENANT to use any part of the Subleased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of SUBLANDLORD, except as detailed below.

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

13. ASSIGNMENT-SUBLEASING SUBTENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Sublease, or sublet or permit the demised premises or any part thereof to be used by others, without SUBLANDLORD'S prior express written consent in each instance which will not be unreasonably withheld. In any case where SUBLANDLORD shall consent to such assignment or subletting, SUBTENANT named herein shall remain fully liable for the obligations of SUBTENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Sublease. For purposes of this Sublease, the sale of stock of a corporate SUBTENANT or the change of a general partner of a partnership SUBTENANT shall constitute an assignment of this Sublease.

14. SUBORDINATION AND QUIET ENJOYMENT This Sublease 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 Subleased premises are a part and the SUBTENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Sublease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided Subtenant performs all of its material obligations under this Sublease, Subtenant shall be entitled to the quiet enjoyment of the Subleased premises.

15. ACCESS SUBLANDLORD'S SUBLANDLORD or agents of SUBLANDLORD may, at all reasonable times during the term of this Sublease, enter the Subleased premises (i) to examine the Subleased premises and, if SUBLANDLORD shall so elect, to make any repairs or additions SUBLANDLORD may deem necessary and, at SUBTENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the Subleased premises to prospective purchasers and mortgagees, and (iii) to show the Subleased premises to prospective Subtenants during the six (6) months preceding the expiration of this Sublease. SUBLANDLORD also reserves the right

at any time within six (6) months before the expiration of this Sublease to affix to any suitable part of the Subleased premises a notice for letting or selling the Subleased premises or property of which the Subleased premises are a part and to keep the same so affixed without hindrance or molestation.

16.

AND LIABILITY

INDEMNIFICATION (A) SUBTENANT will defend and, except to the extent caused by the negligence or willful misconduct of SUBLANDLORD and/or its agents, employees or management company, will indemnify SUBLANDLORD 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 SUBTENANT of the Subleased premises or any part of SUBLANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of SUBTENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Subleased premises. SUBTENANT shall also pay SUBLANDLORD'S expenses, including reasonable attorneys' fees, incurred by SUBLANDLORD in successfully enforcing any obligation, covenant or agreement of this Sublease or resulting from Subtenant's breach of any provisions of this Sublease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Sublease. Without limitation of any other provision herein, neither the SUBLANDLORD, its employees, agents nor management company shall be liable for, and SUBTENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by SUBTENANT or any person claiming through SUBTENANT due to the building or any part thereof (including the 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 Subleased premises or due to any act or neglect of Subtenant or of any employee or visitor of SUBTENANT. 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 Subleased premises, whether owned by the SUBTENANT or others.

(B) To the extent caused by the negligence or willful misconduct of SUBLANDLORD, SUBLANDLORD will indemnify SUBTENANT and its employees and agents, and save them harmless from any and all

injury, loss, claim, damage, liability and expenses 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 SUBTENANT of the Subleased premises or any part of SUBLANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of SUBLANDLORD, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Subleased premises. SUBLANDLORD shall also pay SUBTENANT 'S expenses, including reasonable attorneys' fees, incurred by SUBTENANT in successfully enforcing any obligation, covenant or agreement of this Sublease or resulting from SUBTENANT'S breach of any provisions of this Sublease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Sublease. Without limitation of any other provision herein, neither the SUBTENANT, its employees, agents nor management company shall be liable for, and SUBLANDLORD hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by SUBLANDLORD or any person claiming through SUBLANDLORD due to the building or any part thereof (including the 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 Subleased premises or due to any act or neglect of SUBLANDLORD or of any employee or visitor of SUBLANDLORD. 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 Subleased premises, whether owned by the SUBLANDLORD or others.

17. SUBTENANT'S LIABILITY (A) SUBTENANT shall (i) insure SUBTENANT and SUBLANDLORD, as their interests appear, with general public liability coverage on the Subleased premises, in such amounts and with such companies and against such risks as the SUBLANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure SUBLANDLORD and SUBTENANT, as their interests appear, against loss of the contents and improvements of the Subleased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the SUBLANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. SUBTENANT shall deposit with SUBLANDLORD

INSURANCE

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.

(B) SUBLANDLORD shall (i) insure SUBLANDLORD and SUBTENANT, as their interests appear, with general public liability coverage on the Subleased premises, in such amounts and with such companies and against such risks as the SUBTENANT shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure SUBTENANT and SUBLANDLORD, as their interests appear, against loss of the contents and improvements of the Subleased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the SUBTENANT shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. SUBLANDLORD shall deposit with SUBTENANT 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. To the extent that the SUBLANDLORD and SUBTENANT insurance provide coverage to the same occurrence the SUBTENANT insurance shall be primary.

18.

EMINENT DOMAIN

FIRE CASUALTY - Should a substantial portion of the Subleased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the SUBLANDLORD and/or SUBTENANT may elect to terminate this Sublease. SUBLANDLORD reserves and excepts all rights to damages to the Subleased 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, SUBTENANT grants to SUBLANDLORD all SUBTENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as SUBLANDLORD may from time to time request. SUBLANDLORD shall give SUBTENANT notice of its decision to terminate this Sublease or restore said premises within thirty (30) days after any occurrence giving rise to SUBLANDLORD'S right to so terminate or restore and SUBTENANT shall give SUBLANDLORD notice of its decision to terminate this Sublease within thirty (30) days after any occurrence giving rise to SUBTENANT's right to terminate. Notwithstanding

anything to the contrary, SUBLANDLORD'S obligation to put the Subleased 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 SUBLANDLORD for such use.

19.

DEFAULT AND In the event that:

BANKRUPTCY (a) The SUBTENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof;

or

(b) The SUBTENANT shall default in the observance or performance of any other of the SUBTENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or

(c) The leasehold hereby created shall be taken on execution, or by other process of law: or

(d) Any assignment shall be made of SUBTENANT'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 SUBTENANT'S property, or petition is filed by SUBTENANT 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), SUBLANDLORD shall be entitled to all remedies available to SUBLANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and SUBLANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the SUBTENANT, or, if permitted by law, enter into and upon the Subleased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel SUBTENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner or 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 Sublease shall terminate; and SUBTENANT covenants and agrees, notwithstanding any entry or reentry by SUBLANDLORD, whether by summary proceedings, termination, or otherwise, that SUBTENANT shall, as of the date of such termination, immediately be liable for and pay to SUBLANDLORD the entire unpaid rental and all other balances due under this Sublease for the remainder of the term less any rental income recovered from the releasing of the premises by SUBLANDLORD. SUBLANDLORD shall act reasonably in

mitigating any loss of rent and other expenses. In addition, SUBTENANT agrees to pay to SUBLANDLORD, as damages for any above described breach, any real estate commission incurred in releasing the Premises.

20. **NOTICE** Any notice from the SUBLANDLORD to the SUBTENANT relating to the Subleased premises or to the occupancy thereto, shall be deemed duly served, if left at the Subleased premises addressed to SUBTENANT, or if mailed to the Subleased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to SUBTENANT. Any notice from SUBTENANT to SUBLANDLORD relating to the Subleased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the SUBLANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to SUBLANDLORD at SUBLANDLORD'S address set forth in Article 1, or at such other address as SUBLANDLORD may from time to time advise in writing.
21. **SURRENDER** SUBTENANT shall at the expiration or other termination of this Sublease peaceably yield up the Subleased 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 Subleased premises, repairing all damage caused by such removal, and leaving the Subleased premises clean and tenantable. If SUBLANDLORD in writing permits SUBTENANT to leave any such goods and chattels at the Subleased premises, and SUBTENANT does so, SUBTENANT shall have no further claims and rights in such goods and chattels as against SUBLANDLORD or those claiming by, through or under the SUBLANDLORD.
22. **HAZARDOUS MATERIALS** SUBTENANT 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 SUBTENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the Subleased premises SUBTENANT 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 SUBTENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Subleased 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 SUBTENANT will with advance notice and at all reasonable times permit SUBLANDLORD or its agents or employees to

enter the Subleased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from SUBLANDLORD copies of all records which SUBTENANT may be obligated by federal, state or local law to obtain and keep: (iv) that upon termination of this Sublease, SUBTENANT will, at its expense, remove all Hazardous Materials from the Subleased premises which came to exist on, in or under the Subleased premises during the terms of this Sublease 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) SUBTENANT further agrees to deliver the Subleased premises to SUBLANDLORD at the termination of this Sublease free of all Hazardous Materials which came to exist on, in or under the Subleased premises during the term of this Sublease or any extension thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

23. LIMITATION OF
LIABILITY

SUBTENANT agrees to look solely to SUBLANDLORD'S interest in the building for recovery of any judgment from SUBLANDLORD it being agreed that SUBLANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that SUBTENANT might otherwise have to set off, to obtain an injunctive relief against SUBLANDLORD or SUBLANDLORD'S successors in interest, or any other action not involving the personal liability of SUBLANDLORD.

24. SUBLANDLORD
DEFAULT

SUBLANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until SUBLANDLORD 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 the SUBTENANT to the SUBLANDLORD properly specifying wherein the SUBLANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Subleased premises are a part notifies SUBTENANT that such holder has taken over SUBLANDLORD'S rights under this Sublease, SUBTENANT shall not assert any right to deduct the cost of repairs or any monetary claim against SUBLANDLORD from rent thereafter due and accruing, but shall look solely to the SUBLANDLORD for satisfaction of such claim, provided that the holder of the material otherwise cures within thirty (30) days any existing defects and going forward performs all of the obligations of the SUBLANDLORD under the Lease.

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 covenant, condition or duty.
26. **ASSIGNS** **SUCCESSORS AND** The covenants and agreements of **SUBLANDLORD** and **SUBTENANT** shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successor and assigns, but no covenant or agreement of **SUBLANDLORD**, 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 **SUBTENANT** fails to vacate Subleased premises at the termination of this Sublease, then the terms of this Sublease 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 preceding such termination; but this provision shall not be interpreted as consent or permission by the Sublandlord or **SUBTENANT** to holdover at the termination of this Sublease and terms of this holdover provision shall not preclude **SUBLANDLORD** from recovering any other damages which it incurs as a result of **SUBTENANT'S** failure to vacate the Subleased premises at the termination of this Sublease.
28. **SUBLANDLORD WARRANTY** **SUBLANDLORD** warrants to **SUBTENANT** that it has the right to enter into this Sublease and that it has obtained all approvals required from **LANDLORD** to enter into this Sublease.
28. **MISCELLANEOUS** If **SUBTENANT** is more than one person or party, **SUBTENANT'S** obligations shall not be joint and several. Unless repugnant to the context, "**SUBLANDLORD**" and "**SUBTENANT**" mean the person or persons, natural or corporate, named above as **SUBLANDLORD** and **SUBTENANT** respectively, and their respective heirs, executors, administrators, successor and assigns. **SUBLANDLORD** and **SUBTENANT** agree that this Sublease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Sublease in recordable form and mutually satisfactory to the parties. If any provision of this Sublease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Sublease 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 Sublease shall be valid and enforceable to the fullest extent permitted by

law. The submission of this Sublease or a summary of some or all of its provisions for examination by SUBTENANT does not constitute a reservation of or option for the premises or an offer to Sublease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the SUBLANDLORD and SUBTENANT. Employees or agents of SUBLANDLORD have no authority to make or agree to make a Sublease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between SUBLANDLORD and SUBTENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Sublease may be modified or altered except by agreement in writing between SUBLANDLORD and SUBTENANT, and no act or omission of any employee or agent of SUBLANDLORD shall alter, change, or modify any of the provisions hereof. This Sublease 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 Sublease.

29. BROKERAGE

SUBTENANT warrants and represents to SUBLANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Subleased premises other than NAI The Dunham Group. SUBLANDLORD warrants and represents to SUBTENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the Subleased premises other than NAI The Dunham Group. SUBLANDLORD agrees to pay SUBLANDLORD'S BROKER a commission equal to five percent (5%) of the aggregate net rent for the initial lease term due upon execution of this Sublease. In the event of any lease extensions or expansions into more space by SUBTENANT, additional commissions shall be due to NAI The Dunham Group. Said commissions shall be five percent (5%) of the aggregate net rent represented by the lease extension or expansion and shall be paid upon mutual execution of the Sublease extensions or expansion agreement by SUBLANDLORD.

30. OTHER PROVISIONS

Without limitation on the SUBLANDLORD's responsibilities as set forth above, in addition, with respect to the Premises, and without charge to SUBTENANT, SUBLANDLORD agrees to provide and install new flooring for the bathroom of the space, update electrical service to accommodate SUBTENANT'S electrical needs and install flooring purchased by SUBTENANT.

SUBTENANT'S Responsibility: SUBTENANT shall be

responsible for all other build out needs, including but not limited to; plumbing, woodwork, painting, signage and dry wall repair.

Signage:SUBTENANT shall be given signage directly above the leased Premises as well as below SUBLANDLORD'S signage on the parking lot pylon.

LANDLORD'S CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT.

1. In the event that the Landlord shall succeed to the interest of Sublandlord in the Premises through default of Sublandlord or otherwise, Subtenant will attorn to and recognize the Landlord, its successors and assigns, as landlord under the Sublease, and the Landlord shall accept such attornment.

2. In the event the Landlord shall, in accordance with the foregoing, succeed to the interest of Sublandlord under the Lease and recognize the Tenant as aforesaid, the Landlord agrees to be bound to the Subtenant under all of the terms, covenants and conditions of the Lease, and the Tenant shall, from and after such event, have the same remedies against the Landlord for the breach of an agreement contained in the Lease that the Subtenant might have had under said instruments against Sublandlord if the Landlord had not succeeded to the interest of Sublandlord; provided, however, that the Landlord shall not be:

- (a) liable for any act or omission of the Sublandlord; or
- (b) subject to any offsets or claims which the Tenant might have against Sublandlord; or
- (c) bound by any rent or additional rent which the Subtenant might have paid for more than the current month to the Sublandlord; or
- (d) bound by any amendment or modification of the Lease made without its written consent.

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of August, 2006.

SUBTENANT:

Republicash, LLC

Legal Name of Subtenant

SUBLANDLORD:

Xclusive, LLC

Legal Name of Sublandlord

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder XCLUSIVE, LLC DBA xCLUSIVE
 Address of policyholder 1124 Brighton Ave, Portland, ME 04102
 Location of operations Same
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
99-bs-1677-2	Comprehensive Business Liability	8/26/2006	08/26/2007	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence	\$
	Workers' Compensation and Employers Liability			Aggregate	\$
				Part 1 STATUTORY Part 2 BODILY INJURY	
				Each Accident	\$
				Disease Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

City of Portland
 389 Congress Street
 Portland, ME 04101

Signature of Authorized Representative _____
 Agent _____ 09/20/2006
 Title _____ Date _____

Agent's Code Stamp

AFO Code F874

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1393	Date Applied For: 09/21/2006	CBL: 263A A005001
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Location of Construction: 1064 BRIGHTON AVE	Owner Name: HERITAGE REALTY LIMITED P	Owner Address: 131 DARTMOUTH ST 6TH FL	Phone:
Business Name: Xclusive	Contractor Name: Sign Solutions	Contractor Address: 55 Bishop St. Portland	Phone (207) 878-8000
Lessee/Buyer's Name Tammy Morales	Phone: 207-854-4247	Permit Type: Signs - Permanent	

Proposed Use: Hair Salon " Xclusive" Connected w/ Permit#061366- Signage for new Hair Salon 1 2' x 8' Sign & 1 3' x 20 Building sign	Proposed Project Description: Signage for new Hair Salon 1 2' x 8' Sign & 1 3' x 20 Building sign
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 09/29/2006

Note: Application was for two signs. 3'x20' building sign is approved. 2'x8' panel on free standing sign is denied because the pole sign is legally nonconforming, so the size can't be increased.. See letter dated 9/29/06. **Ok to Issue:**

- 1) This permit is to erect a 3'x 20' building sign only.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 10/10/2006

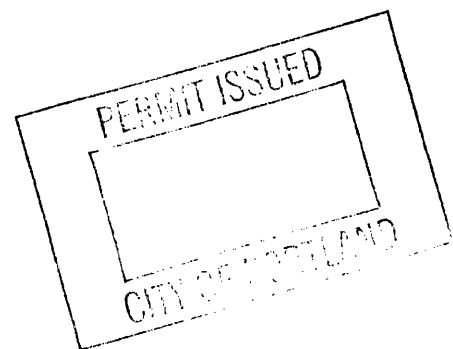
Note: refacing signs only **Ok to Issue:**

- 1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.

Comments:

9/28/06-amachado: Left message with Tammy Morales. I can't find a permit for the Republic Cash Free standing sign for the 8' x 2' spot and this sign is legally nonconforming. The 3' x 20' box on the building for the tenant is too big and there is no permit for that. The sign must be a maximum of 55.5 s.f.

9/29/06-amachado: 3' x 20' sign is OK. Previously permitted and allowable maximum signage is 108 feet. Panel for free standing sign is denied. See letter dated 9/29/06.





PORTLAND MAINE

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Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator

September 29, 2006

Tammy Morales
Xclusive, LLC
1124 Brighton Avenue
Portland, ME 04102

RE: 1124 Brighton Avenue – 263A A 005 – B2 – sign – permit # 06-1393

Dear Ms. Morales,

I am in receipt of your application to erect two signs for your business, Xclusive, at 1124 Brighton Avenue. Section 14-369.5 Table 2.13 of the ordinance states that for a building sign for an individual business in a multi tenant lot, the maximum allowable size is 1.5 square feet per linear foot of building frontage. The building frontage is seventy-two feet, so the maximum allowable sign size is 108 square feet. The proposed 3'x 20' building sign is sixty square feet, so it meets the requirements of the ordinance and can be permitted. Unfortunately, the same is not true for the proposed 2' by 8' sign attached to the free standing sign pole. Section 14-369.5 Table 2.13 states that there is only one free standing sign allowed per lot unless the lot fronts on another street and then there can be a sign on the abutting street. Your business is part of the Pine Tree Shopping Center, and there is already a sign for this center. The sign pole that you want to attach your sign to is legally nonconforming because it was erected before the ordinance went into effect. Since you cannot increase the size of a legally nonconforming sign, we must deny your request to add the 2'x 8' sign to the existing sign pole.

You have the right to appeal my decision. Section 14 – 368.5(g) of the ordinance states that an applicant who has been denied an approval for failure to meet the signage regulations of section 14 – 369.5 “may apply to the planning authority for review of the denied signage pursuant to the standards set forth in section 14 – 526(a)(23)”. If the planning authority disapproves the application, then under section 14 – 527 of the ordinance you may appeal the decision to the Planning Board within ten (10) days of the decision being rendered.

Please feel free to call me at 874-8709 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann B. Machado", with a long horizontal flourish extending to the right.

Ann B. Machado
Zoning Specialist
(207) 874-8709



PORTLAND MAINE

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Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator

February 1, 2007

Tammy Morales
Xclusive, LLC
1124 Brighton Avenue
Portland, ME 04102

RE: 1124 Brighton Avenue – 263A A 005 – B2 – sign – permit # 06-1393

Dear Ms. Morales,

On September 21, 2006, you applied for a sign permit to place a three foot by twenty foot sign on the building at 1124 Brighton Avenue and to add a two foot by eight foot sign to the pole of the existing freestanding sign. On September 29, 2006, I wrote you a letter informing you that the ordinance did not allow you to add the two foot by eight foot sign to the pole of the freestanding sign. When the permit for the three foot by twenty foot building sign was issued on October 10, 2006 it was stated clearly on the permit that it was only for the three foot by twenty foot building sign.

It has come to our attention that you have added the two foot by eight foot sign to the pole of the freestanding sign. Since you were told that you could not do this, it must be removed. You have fourteen days from the date of this letter to remove the sign. We will inspect the premise on February 15, 2007. If the sign is still there we will turn the matter over to our Corporation Counsel to begin legal proceedings. I have enclosed a copy of the permit and the letter dated September 29, 2006.

Please feel free to call me at 874-8709 if you have any questions.

Sincerely,

Ann B. Machado
Zoning Specialist
(207) 874-8709

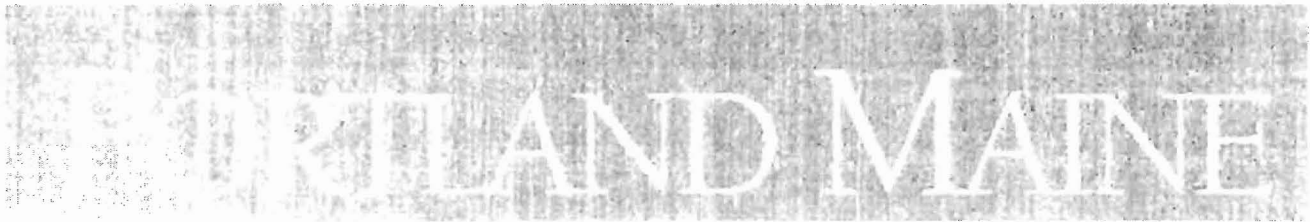
Cc. Heritage Realty Limited Partnership

Willinspect 2/15/07

2/18/07 voicemail from Tammy Morales. She will remove the sign. Wants to appeal it or set it back. Wants to appeal.

2/17/07 Marge said sign was down

2/26/07 appeal to planning authority under 14-3 6F.5 (g).



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*Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator*

February 2, 2007

Heritage Realty Limited Partnership
131 Dartmouth Street, 6th Floor
Boston, MA 02116

RE: 1124 Brighton Avenue, Portland ME – Freestanding sign for Xclusive, LLC

To Whom It May Concern,

I am writing this letter to inform you that your tenant, Tammy Morales of Xclusive, LLC at 1124 Brighton Avenue, Portland ME has erected an illegal freestanding sign on the property. She filed a sign application with our office September 21, 2006 and was permitted to place a three foot by twenty foot sign on the building, but was denied her request to hang a two foot by eight foot sign on the pole of an existing freestanding sign because it did not meet the ordinance. Ms. Morales installed the sign which was denied her in violation of the ordinance. We have sent her a letter telling her she must remove the sign within fourteen days or our Corporation Counsel will begin legal proceedings.

Please feel free to call me at (207) 874-8709 if you have any questions. I have enclosed a copy of the permit and the letters that Ms. Morales has been sent.

Sincerely,

Ann B. Machado
Zoning Specialist
City of Portland
(207) 874-8709



February 13, 2007

Via Regular Mail and Fax 207-874-8716

City of Portland
Ann B. Machado
389 Congress Street
Room 315
Portland, ME 04101

Re: 1124 Brighton Avenue, Portland ME – Freestanding sign for Xclusive, LLC

Dear Ms. Machado:

I am in receipt of your letter dated February 2, 2007, which was just received in our office yesterday February 12, 2007. I wanted to assure you that we are doing everything possible to remedy the problem of the illegal freestanding sign on our property. Attached is a copy of the letter sent overnight to the tenant.

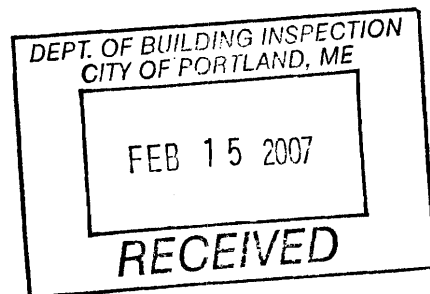
I will call you on Friday, February 16, 2007 to follow up, in the meantime if you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Cathy DePrimeo'.

Cathy DePrimeo
Litigation Paralegal

cc: Kristina Angus, Esq.





February 13, 2006

Via UPS tracking # 1ZF176760197398545 & Fax # 207-773-5148

Kwikcash LLC
Pine Tree Shopping Center
1124 Brighton Ave
Portland, ME 04102

RE: Commercial Lease Dated October 1, 2001 (Lease) By And Between Centro Heritage SPE 4 LLC, (Landlord) And Kwikcash LLC d/b/a Republicash, (Tenant) for Lease of Premises Located at Pine Tree Shopping Center, Portland, ME (Premises)

Dear Tenant:

Reference is made to a certain lease, dated October 1, 2001 (Lease), between Centro Heritage SPE 4 LLC (Landlord) and Kwikcash LLC d/b/a Republicash, (Tenant) for Lease of Premises Located at Pine Tree Shopping Center, Portland, ME (Premises).

Pursuant to the provisions of the Lease, this letter constitutes formal NOTICE OF DEFAULT from the Landlord to the Tenant that the Tenant is in default thereof. Specifically, **you have added a two foot by eight foot sign to the pole of the freestanding sign which is not allowed by the ordinance.** As required under section 21 of the Lease all necessary permits and approvals must be obtained from the applicable authorities. Said default constitutes a breach of the covenants, terms, provisions, and conditions of the Lease.

Please take notice that this sign **must be removed immediately.** As stated in the February 1, 2007 letter sent by the City of Portland they will inspect the premises on February 15, 2007 and if the sign still remains they will begin legal proceedings.

If Tenant shall fail or neglect to cure this default within the time period specified above, then the Landlord may, in its sole discretion and without further notice or demand, exercise any and all rights and remedies under the Lease, at law or in equity, including, without limitation, the right to terminate the Lease and dispossess the Tenant from the Leased Premises, or, cure the default on the Tenant's behalf and charge the Tenant with cost and expense thereof.

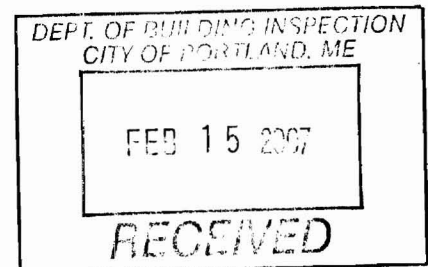
Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Cathy DePrimeo'.

Cathy DePrimeo
Litigation Paralegal

cc: Kristina Angus, Esq.



2/26/07

Deb –

Here is an appeal for a sign under section 14-368.5(g).

Tammy Morales applied for two signs on September 21, 2006. We approved the 20' x 3' sign for the building because it met the ordinance and issued the permit for the building sign on October 10, 2006. We denied the 2' x 8' panel in the freestanding sign because the 2' x 8' panel was never permitted and the freestanding sign itself is legally nonconforming since it was permitted in January 1986. We sent a letter to Tammy Morales on September 29, 2006 informing her of this and telling her that she could appeal it.

At the end of January, Marge noticed that the 2' x 8' panel had been installed in the freestanding sign despite our denial. I wrote Tammy Morales a letter on February 1, 2007 telling her that she needed to remove it. She did remove the sign but she said that she wanted to appeal it. Here is her appeal.

When you have made your decision will you let me know? If you don't approve it, will you give me a copy of your comments on why you didn't approve it? If you do approve it, we need a copy of your comments also because Tammy Morales will have to file a new application for the freestanding panel

Thanks,



To Whom It May Concern:

I am writing to appeal the decision of allowing my business to have use of the sign that is already in place at 1124 Brighton Avenue I moved my business from Westbrook to this 1124 Brighton Avenue location October 2006. I personally had nothing to do with the placement of signage it was already in existence all I needed was the acrylic plates to put in.

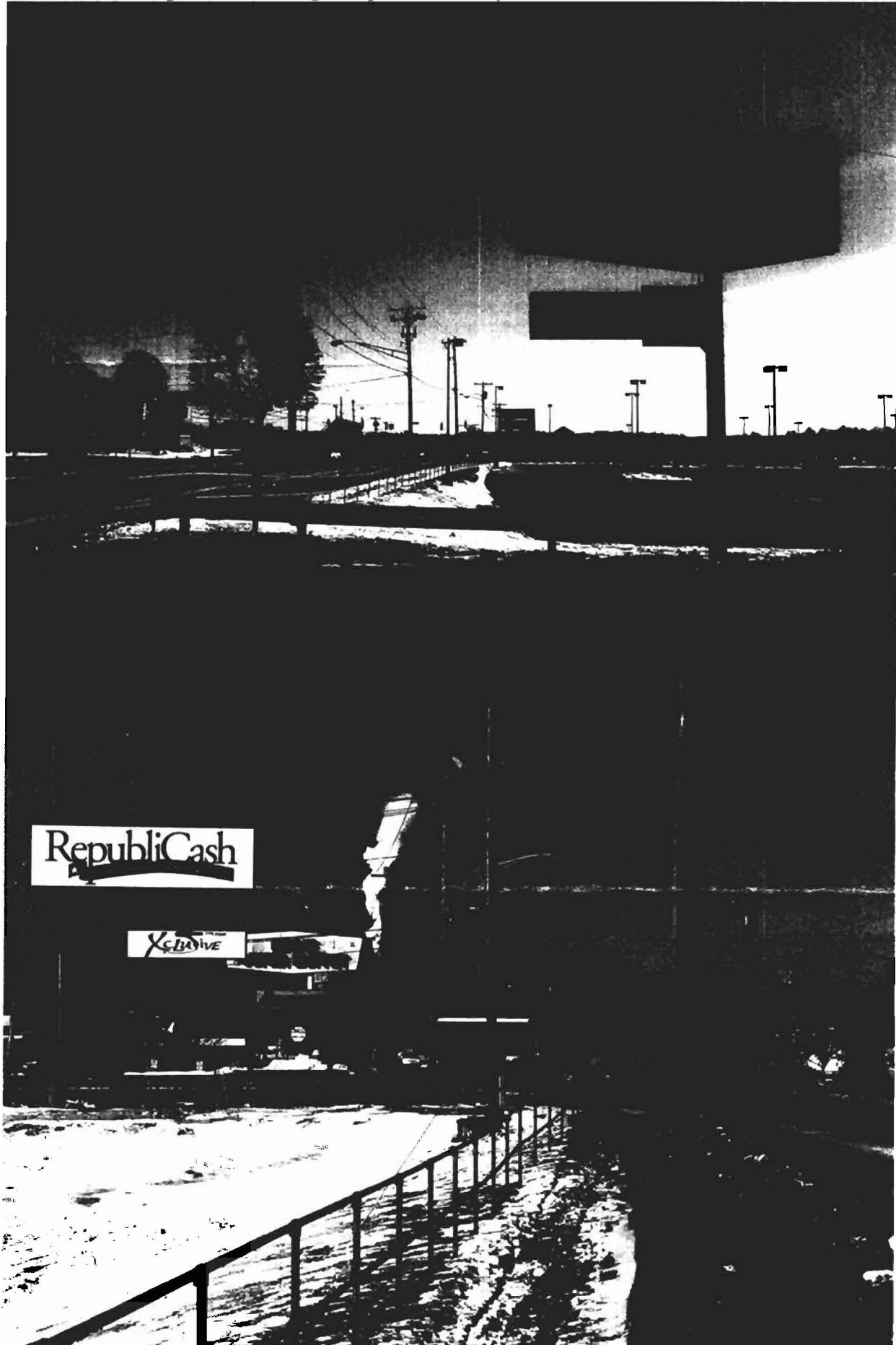
In January I completed the road sign and in the four weeks I was able to have it up my business received 8 new clients proving the impact of the road sign to my business. I am a small salon owner trying to survive all the chain salons out there and I can use all the help and recourses the City of Portland can give me. I feel the biggest one right now would be to allow me the use of the road sign that is already in place by denying me the use of this sign doesn't remove the existing sign but leaves it empty and an eye sore and a question to all existing clients and new, why the city won't allow me to utilize my resources?

There are many things surrounding the salon, which block the view of the salon itself, other businesses signs, sign poles and a bus stop in front of the building. Signage on the road is critical. Coming from Westbrook there is a stop light just before the building. In this picture you can see the many obstructions I mentioned. The gold Honda Accord in the right side of the picture is parked directly in front of my business.



DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
FEB 26 2007
RECEIVED

As these two images show, the sign in question is very visible from the road.



These images are of the sign box without the acrylic sign in.

