

**SUBLEASE**

**THIS SUBLEASE** (this “**Sublease**”) is entered into this \_\_\_ day of July, 2015 by and between **Taco Trio, LLC**, a Maine limited liability (“**Sublandlord**”) and **Blue Lobster Urban Winery, LLC**, a Maine limited liability company (“**Subtenant**”).

**Background**

A. Sublandlord, as tenant, and Rockingham, LLC, as landlord (the “**Master Landlord**”) entered into that certain Commercial Lease (Net Lease) dated May 1, 2015 (the “**Master Lease**”), a copy of which has been provided to Subtenant and is attached hereto as **Exhibit A**.

B. Pursuant to the Master Lease, Sublandlord leases from Master Landlord, together with the land upon which it is located, approximately 1700 square feet known as Suite 2 (the “**Premises**”) in the building located at 219 Anderson Street, Portland Maine (the “**Building**”). The Premises is more particularly described in the Master Lease.

C. Sublandlord desires to sublease the Premises to Subtenant.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## Terms

### 1. Sublease.

1.1 Sublandlord hereby subleases the Premises to Subtenant, and Subtenant hereby subleases the Premises from Sublandlord, for the term, at the rental, and upon all of the conditions set forth herein. Subtenant acknowledges that Sublandlord shall have the right to access the Premises as reasonably necessary to perform its obligations under the Master Lease and this Sublease. All such access shall be upon reasonable notice to Subtenant, and shall be undertaken at times reasonably acceptable to Subtenant, and Sublandlord shall use commercially reasonable efforts to act in such a manner as to minimize disruption to Subtenant's occupancy of the Premises and the conduct of Subtenant's business therein during any such entry.

1.2 Subtenant shall have the right to use the common areas as described in the Master Lease in accordance with the terms and provisions of the Master Lease.

2. **Term.** This Sublease shall be for an initial term of one (1) year (the "**Initial Term**") commencing on September 1, 2015, (the "**Commencement Date**") and ending on August 31, 2016 (the "**Initial Expiration Date**"), unless sooner terminated pursuant to any provision hereof or pursuant to the conditions or covenants of the Master Lease or applicable law; provided, however, that Subtenant shall have the right to extend the Initial Term for four (4) periods of four (4) years each (i.e., a total of an additional sixteen (16) years if all renewal options are exercised)(the "**Renewal Term**" and collectively with the Initial Term, the "**Term**") commencing on September 1, 2016 (the "**Renewal Term Commencement Date**") and ending on August 30, 2020, August 30, 2024, August 30, 2028 and August 30, 2032 (such date, as appropriate, being the "**Expiration Date**").

### 3. Rent.

3.1 **Sublease Base Rent.** During the Initial Term, Subtenant shall not be required to pay any rent and Sublandlord shall be responsible for paying all amounts due under the Master Lease including all utilities. If the Subtenant exercises its right to extend the Initial Term, then on the Renewal Term Commencement Date, Subtenant shall commence paying to Sublandlord base rent for the Premises ("**Sublease Base Rent**") in an amount equal to market rent for the Premises for the applicable Renewal Term plus all utilities. Sublandlord shall pay all other amounts due under the Master Lease.

3.2 **Sublease Additional Rent.** Subtenant shall pay Subtenant's share of the heating and electricity charges.

3.3 **Sublandlord's Responsibilities.** Notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall be solely responsible to pay all amounts required by the Master Lease.

### 4. Master Lease.

4.1 **Subordinate to Master Lease.** This Sublease is and shall be at all times subject and subordinate to the Master Lease. Notwithstanding the foregoing, Subtenant shall have no obligation to perform any duties under or in connection with the Master Lease, except as expressly set forth herein as the specific obligations of Subtenant.

4.2 **Maintenance and Repair.**

(a) Sublandlord or Master Landlord, as the case may be under the Master Lease, shall keep and maintain the Premises in good order and repair, and shall remove snow accumulations from the parking lot at reasonable times and upon a reasonable accumulation of snow, consistent with the prudent operating practices of similar owner's and tenants.

(b) Subtenant shall keep and maintain the Premises clean and sanitary and in good condition and repair as required by the Master Lease.

4.3 **Termination of Master Lease.**

(a) If the Master Lease terminates through any event that is not caused by a default of Subtenant or Sublandlord under this Sublease, this Sublease shall terminate and the parties hereto shall be relieved of any further liability or obligation under this Sublease, except that any prepaid portion of Sublease Base Rent and Sublease Additional Rent not yet earned by Sublandlord shall be promptly returned to Subtenant. If the Master Lease terminates by reason of a default by Sublandlord thereunder, Sublandlord shall be liable for Subtenant's actual damages incurred as a result of such default and termination.

(b) Sublandlord agrees to observe and perform its obligations as tenant under the Master Lease to the extent such obligations are not the responsibility of Subtenant hereunder.

4.4 **Alterations.** Subtenant shall not at any time during the term make any alterations (including re-painting and re-flooring) to the Premises without obtaining Sublandlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant acknowledges that any such consent shall also be contingent upon receiving Master Landlord's consent pursuant to the Master Lease, if applicable.

4.5 **Surrender of the Premises.** Subtenant shall leave the Premises in the condition required by the Master Lease, broom clean and free of debris. Subtenant shall remove any and all alterations, improvements and trade fixtures installed during the Term, in accordance with the terms of the Master Lease and repairs any damages caused by such removal. Subtenant shall be required to surrender the Premises upon the expiration or earlier termination of this Sublease in the condition required under the Master Lease, except that in no event shall Subtenant be responsible for the removal of any improvements or alterations installed in the Premises prior to the date of this Sublease, which items, if required to be removed by Master Landlord, will be removed by Sublandlord in accordance with the Master Lease.

5. **Insurance.** Subtenant, at its sole expense, shall obtain and keep in force the insurance required to be obtained by Sublandlord as "Tenant" under the Master Lease.

6. **Assignment and Subletting.** Subtenant shall not, under any circumstances, assign this Sublease, sublease the Premises or permit the use of the Premises by any person other than Subtenant and its employees without obtaining Sublandlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Subtenant acknowledges that any such consent shall also be contingent upon receiving Master Landlord's consent pursuant to the Master Lease.

7. **Default.**

7.1 Any act or omission by Subtenant that would constitute a default under the Master Lease shall, subject to the same notice and cure provisions provided therein, be deemed a default by Subtenant under this Sublease. In addition, any failure by Subtenant to perform any other obligations required under this Sublease shall be deemed a default hereunder.

7.2 Subtenant and Sublandlord each agree to do nothing which will subject the Master Lease to termination by Master Landlord under the provisions of the Master Lease. It is also agreed that if either Subtenant or Sublandlord is in default of the provisions of the Master Lease, the non-defaulting party may, but need not, cure said default specifically on behalf of and for the account of defaulting party, without waiving any of rights, nor releasing the defaulting party from any of its obligations under this Sublease.

7.3 Sublandlord and Subtenant shall, respectively and promptly, give written notice to the other of any notice of default they may receive from Master Landlord under the Master Lease.

8. **Consent and Approval of Master Landlord.** This Sublease shall be of no force and effect unless and until consented to by Master Landlord as required by the Master Lease. Neither Sublandlord nor Subtenant shall take or omit to take any action requiring the Master Landlord's consent under the Master Lease without first obtaining such consent in accordance with the terms of the Master Lease. Whenever the consent of the Master Landlord is required under the Master Lease, Sublandlord and Subtenant shall use reasonable diligence to obtain such consent from the Master Landlord.

9. **Quiet Enjoyment.** For so long as Subtenant performs its obligations under this Sublease, Subtenant shall quietly enjoy the Premises without hindrance or molestation by Sublandlord or anyone claiming by, through or under Sublandlord.

10. **Governing Law.** This Sublease shall be governed and construed in accordance with the laws of the State of Maine, notwithstanding any conflicts-of-laws doctrines of such state or other jurisdiction to the contrary.

11. **Binding Effect.** The covenants and agreements herein contained shall bind and inure to the benefit of Sublandlord and Subtenant and their respective successors and assigns.

12. **Terms.** All capitalized terms used in this Sublease, but not defined herein, shall have the same meaning as ascribed to such terms in the Master Lease.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

**SUBLANDLORD: Taco Trio, LLC**

By: Karen Rasmussen  
Name: Karen Rasmussen  
Title: Owner, Taco Trio LLC

**SUBTENANT: Blue Lobster Urban Winery, LLC**

By: Chris Gambler  
Name: CHRIS GAMBLER  
Its: OWNER

SEEN, AGREED TO AND CONSENTED TO:

**Rockingham, LLC**

By: Allan Jagger  
Its: Owner  
Printed name: Allan Jagger

**EXHIBIT A**  
[Attach Master Lease]