

COMMERCIAL LEASE (MODIFIED GROSS)

SECTION 1. PARTIES

The parties to this Commercial Lease (the "Lease") are Pliny Reynolds whose mailing address of 56 Washington Avenue, Portland, Maine 04038, ("LANDLORD"), and Thomas Cooke and Elaine Alden, and/or assigns, whose mailing address is 269 Brackett St. #1, Portland, ME 04102 ("TENANT"). LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the following described premises (the "Premises").

SECTION 2. PREMISES

The Premises are deemed to contain approximately 1,200 square feet of net rentable space located on the first floor of building and exclusive use of the basement situated at 54-58 Washington Avenue in Portland, Maine (the "Property"). The Premises being shown on the plan attached as Exhibit A represents the current floorplan (the "Premises").

SECTION 3. USE

TENANT shall use the Premises as a Japanese Izakaya Restaurant.

SECTION 4. TERM

Lease Commencement Date. The Lease commences on June 1, 2016 (the "Lease Commencement Date"). TENANT will deposit the first nine (9) months' rent with LANDLORD on the Lease Commencement Date.

Rent Commencement Date. The rental term of this Lease shall commence ninety (90) days from the Lease Commencement Date. The date upon which the rental term commences as provided in this paragraph shall be known as the "Rent Commencement Date."

Initial Lease Term. The initial Lease term shall be for a period of five (5) years starting on the Rent Commencement Date.

SECTION 5. RENT

Beginning on the Rent Commencement Date, TENANT shall pay to LANDLORD the following base rent:

Year 1: \$2,000.00 per month
Year 2: \$2,060.00 per month
Year 3: \$2,122.00 per month
Year 4: \$2,185.00 per month
Year 5: \$2,251.00 per month

As Additional Rent, TENANT shall pay TENANT'S pro rata share of all Base Year (September 1, 2015-September 1, 2016) operating expenses for the Premises, including real estate taxes, building insurance, water and sewer (if not separately metered). TENANT shall pay its pro rata share for each year of the Initial Lease Term plus its pro rata share of annual increases over the Base Year., The estimate of TENANT's pro rata share of all expenses is approximately \$240 per month and this amount shall be paid in monthly installments as Additional Rent. Operating expenses will be audited annually, with a copy to TENANT, and pro rata shares shall be adjusted as necessary.

The Base Rent and Additional Rent shall be due on the first day of each month, following the Rent Commencement Date, during the term of this Lease without deduction or setoff, said rent to be prorated

for portions of a calendar month at the beginning or end of said term, resulting in an initial rent payment for one full month and a partial month if rent commencement is not on the first of a month, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate.

If TENANT does not pay Base Rent, Additional Rent or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the amount due LANDLORD each month in addition to the rent then due. Any failure by LANDLORD to charge a late fee as allowed herein shall not constitute a waiver of LANDLORD's right to so impose the fee.

SECTION 6. RENEWAL OPTION

So long as TENANT is not currently in default of this Lease at the time of exercise of TENANT'S renewal option, TENANT shall have the option to renew this Lease for one additional term of three (3) years each. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing of its intention to exercise its option no later than 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:

Year 6: \$2,319.00 per month

Year 7: \$2,388 per month

Year 8: \$2,460.00 per month

In the event that TENANT fails to notify LANDLORD as required under this Section, the option shall be deemed not to have been exercised.

SECTION 7. SECURITY DEPOSIT

LANDLORD is not requiring a Security Deposit.

SECTION 8. UTILITIES

Beginning on the Rent Commencement Date, and thereafter, TENANT shall pay, as they become due, all bills for TENANT's electricity use, plugs and HVAC. TENANT is responsible for Janitorial services for the Premises.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Property as of the Rent Commencement Date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

SECTION 9. PARKING

The Premises includes no parking for TENANT. The rear parking space is available for TENANT'S deliveries only and is to be shared with LANDLORD'S adjoining business.

SECTION 10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the Property or Premises; (ii) No inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted in or around the Premises; (iii) TENANT shall

not permit the use of the 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 Property or Premises or its contents or liable to render necessary any alterations or additions to the Property or Premises; and (iv) TENANT shall not obstruct in any manner any portion of the Property not hereby demised or the sidewalks or approaches to said Property or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the Premises and/or TENANT's use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the Premises. TENANT agrees to keep the Premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the Premises, and/or accommodations in TENANTS use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the Premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

SECTION 11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the Premises (including without limitation windows, doors and all systems serving exclusively the 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. TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

In addition to LANDLORD's obligations set forth in paragraph 31 (B), LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the Property of which the Premises are a part, all building systems serving the Premises, the access ways, landscaping and common area of the property (including, without limitation, snowplowing, sanding, and ice removal) all in the same condition as they are at the commencement of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

SECTION 12. ALTERATION, ADDITIONS AND SIGNAGE

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said Premises (except for nail holes for hanging art), or place any signs, aerials or flagpoles or the like, without on each occasion obtaining prior written consent of LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the Property or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the Property, or any portion thereof. All of TENANT'S alterations and notifications shall be completed in compliance with all applicable state and municipal building codes and ordinances and are subject to prior approval by LANDLORD.

Signage will be at TENANT'S sole expense; however, subject to the prior written approval of design and location by LANDLORD prior to installation and also subject to any ordinances of the City of

Portland and standards in use at the Premises. Such approval shall not be unreasonably withheld or delayed. LANDLORD will include TENANT in building directories at no cost to TENANT.

SECTION 13. ASSIGNMENT-SUBLEASING

TENANT shall be permitted to assign the Lease or sublet the Premises with LANDLORD'S prior consent, which consent shall not be unreasonable withheld. TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease.

SECTION 14. SUBORDINATION AND QUIET ENJOYMENT

This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the Premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the Premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the Premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD's lender. LANDLORD agrees to obtain prior to placing any future loans on the Premises a non-disturbance agreement containing the agreement of such lender that TENANT's rights under this Lease shall not be disturbed by such lender in the event of foreclosure or in the event such lender comes into possession or ownership of LANDLORD's interest in the Premises, unless TENANT is in terminable default.

SECTION 15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may enter the Premises (i) to examine the Premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any non-cosmetic alterations, additions, signs, aerials or flagpoles, or the like, not consented to in writing, and (ii) to show the Premises to prospective purchasers and mortgagees. LANDLORD reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the Premises a notice for leasing the Premises and to keep the signage affixed without hindrance or molestation. Except in case of emergency, LANDLORD shall enter the Premises only during business hours and after prior notice which is reasonable under the circumstances, 24-hour notice being considered reasonable except in case of emergencies; provided, however, that TENANT's business operations shall not be adversely affected or disturbed by any entry by LANDLORD, LANDLORD agreeing to use commercially reasonable efforts to minimize disruption and disturbance of TENANT's operations at the Premises in any entry into the Premises.

SECTION 16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) caused by TENANT in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the Premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, if LANDLORD

obtains a judgment against Tenant, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease.

SECTION 17. TENANT'S LIABILITY

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the Property under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

SECTION 18. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the Premises, or of the Property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease or restore the Premises. In the event the Premises are rendered untenable, inaccessible, or otherwise unsuitable for the permitted uses, in whole or in part, on account of fire or other casualty or partial taking or action by governmental authority, for a period of more than ninety (90) days, TENANT may terminate the Lease by notifying LANDLORD of its intention to do so whereupon the Lease shall be terminated, and all rentals abated, as of the date of such event. This provision shall stand alone and neither TENANT's failure to notify LANDLORD of any such casualty, nor any act, omission, or delay by LANDLORD's insurer, contractor or any other third party shall delay the running of this time period. LANDLORD reserves and excepts all rights to damages to the Property and Premises and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the Premises 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 fire casualty or taking by a public authority, which are available to LANDLORD for such use.

SECTION 19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) TENANT 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) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) 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 TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of re-letting the Premises including real estate commissions and costs of renovating the premises to suit any new tenant, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding. TENANT shall never be in default in the performance of its non-monetary obligations under the Lease unless it has received notice of such default describing the nature of such default and has failed to cure, or to commence to cure, the same for a period of ten (10) days plus such additional time as is reasonably required to correct any such default.

SECTION 20. NOTICE

Any notice from LANDLORD to TENANT relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to TENANT, or upon mailing to the Premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT. Such notice shall be deemed served on the date of hand delivery to the Premises or two (2) business days following the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or two (2) business days following postmark. Any notice from TENANT to LANDLORD relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

SECTION 21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the Premises 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 Premises, repairing all damage caused by

such removal, and leaving the Premises clean and tenantable. LANDLORD hereby acknowledges that it is leasing to TENANT a shell requiring TENANT to make alterations and improvements. All additions, alterations, fixtures, equipment and improvements installed by TENANT can be removed upon termination of the Lease by TENANT at TENANT'S expense, repairing all damage caused by such removal. TENANT agrees to leave, upon termination of the Lease the following installed items: flooring, bathroom fixtures (does not include water heater), grease trap, venting shafts, and attached walls.

If LANDLORD in writing permits TENANT to leave any such goods and chattels at the Premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

SECTION 22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the Premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Premises during the term of this Lease or any extensions thereof, from the Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the Premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Premises during the term of this Lease or any extensions 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. LANDLORD hereby indemnifies and agrees to hold TENANT harmless from or concerning any and all claims by any person or entity whatsoever concerning any hazardous materials (including without limitation petroleum products and any underground storage tanks) placed at or upon the property prior to the term of this lease. This indemnification shall include any and all costs of attorneys' fees, defense, and clean-up in any way necessitated by or pertaining to such claims made concerning such hazardous materials.

SECTION 23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the Premises for recovery of any judgment from LANDLORD or any of LANDLORD'S partners, managers, officers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.

SECTION 24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or

such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. TENANT shall not be obligated to pay any rent during any period in which TENANT's business is interrupted as a result of LANDLORD's default. In addition, TENANT shall be allowed to remedy any default upon failure of LANDLORD to remedy such default within a reasonable time and TENANT shall deduct any expense from rental payments.

SECTION 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.

SECTION 26. SUCCESSORS AND ASSIGNS

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

SECTION 27. HOLDOVER

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

SECTION 28. JURY TRIAL WAIVER.

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

SECTION 27. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this

Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. In any case where LANDLORD's consent is required under the Lease, LANDLORD's consent shall not be unreasonably withheld, conditioned or delayed. Throughout the term of this Lease, LANDLORD shall maintain Comprehensive General Liability Insurance and casualty insurance upon the property of which the Premises are a part under a so-called "All Risk" policy in such forms and in such amounts as would customarily be carried by prudent owners of similar properties in the same locale as the Premises. LANDLORD and TENANT will, at any time, upon the request of either party, promptly execute duplicate originals of an instrument in recordable form which will constitute a memorandum of this Lease, setting forth the names of the parties, a description of the Premises, the term of this Lease and any rights of extension hereof, and any other portions of this Lease, excepting the rental provisions, as either party may request. Pro-rata share shall be based on leasable square footage rather than leased square footage, or total square footage rather than occupied square footage as the case may be.

SECTION 30. BROKERAGE

KW Commercial is the broker of record and will be paid a lease fee by the LANDLORD of five percent (5%) of the term Base Rent payable at time of signing the Lease.

SECTION 31. OTHER PROVISIONS

A. TENANT IMPROVEMENTS

TENANT shall be responsible, at its own cost, for installation of information technology and networking infrastructure and cabling.

After the Lease Commencement Date, TENANT shall not make any improvements or alterations to the Premises unless it has first received in writing from the LANDLORD approval for such improvements and alterations. LANDLORD shall not unreasonably withhold such approval.

B. LANDLORD'S IMPROVEMENTS

LANDLORD to provide the space in "as is" condition.

C. ARBITRATION

LANDLORD and TENANT waive any claim of right to jury trial or initial resort to any court, except for LANDLORD'S right to bring eviction, forcible Entry and Detainer actions, and collection actions for unpaid rent and additional rent or LANDLORD'S or TENANT'S right to obtain injunctive relief from a court of competent jurisdiction, which rights shall be and are retained by both LANDLORD and TENANT. LANDLORD and TENANT agree that all other disputes and controversies arising under this Lease shall be resolved by binding arbitration in the following manner:

- (a) A party initiating arbitration proceedings may do so by giving notice to that effect to the other party. The arbitration shall be by a single independent arbitrator in the Portland, Maine area with an established arbitration and mediation practice. The notice shall designate such an arbitrator. The party which initiates arbitration is hereinafter referred to the “first party”. The other party is hereinafter referred to as the “second party”. Within five (5) business days after the initiation of the arbitration proceedings, the second party shall give notice to the first party, agreeing with the designation or designating a different independent arbitrator. If the parties do not agree on the designation of an arbitrator within one business day, the two designated arbitrators shall promptly designate a third independent arbitrator, who shall be the single independent arbitrator of the dispute. If the second party shall fail to designate a second arbitrator within the five (5) day period next following the notice initiating the arbitration, the arbitrator designated by the first party shall judge the dispute.
- (b) If there are two arbitrators appointed by the parties and they are unable to agree upon the appointment of the third arbitrator within a ten (10) day period after the second arbitrator is designated, the two arbitrators shall give written notice of the failure to agree to each of the parties. If the parties shall fail to agree upon the selection of the third arbitrator within one (1) day after that notice has been received, then within thirty (30) days thereafter either party may apply for the appointment of the third arbitrator to the presiding justice of the existing session of the Cumberland County Superior Court, or the appropriate division of the Maine District Court.
- (c) The determination of the ultimately designated single arbitrator shall be conclusive upon the parties. The arbitrator shall be directed to interpret and apply the terms of this Lease. Judgment may be entered upon the award of the arbitrator by either party in the Cumberland County Superior Court, or such Court as may then be appropriate.
- (d) The party that does not prevail shall pay all costs of the arbitration. If the matter settles during the arbitration, absent agreement to the contrary, each party to the arbitration shall pay one-half of the cost thereof.

D. CONTINGENCY

- (a) This Lease is contingent upon TENANT obtaining a Maine Liquor License to serve beer, wine and alcohol; and
- (b) LANDLORD providing written consent for TENANT’s build-out plans for the Japanese Izakaya Restaurant.

E. BUYOUT

LANDLORD shall have a TENANT buyout at any time within the three (3) year Lease extension period at an annual rate of \$30,000 per year for each Lease year that is cut short. LANDLORD must give TENANT six (6) months’ written notice of its exercise of the buyout.

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 May, 2015.

TENANT:

LANDLORD:

Thomas Cooke

by: _____

Elaine Alden

Witness to Landlord

Witness to Tenant