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ARTICLE I - REFERENCE DATA

LANDLORD AND LANDLORD'S ADDRESS:

I-95 Portland Portfolio I, LLC
c/o Dirigo Management Company (Authorized Agent for I-95 Portland Portfolio I, LLC)
One City Center, 4th Floor
Portland, Maine 04101-4009
871-1080
871-7189 (FAX)

TENANTS AND TENANT'S ADDRESS:

Suzukiya, LLC
5 Tuckers Way
Naples, Maine 04055

SCHEDULED TERM COMMENCEMENT DATE: August ~~1~~25, 2014

SCHEDULED RENT COMMENCEMENT DATE: ~~September~~ October 1, 2014

TENANT'S SPACE: The demised premises located at 229 Congress Street, in Portland, Maine containing approximately 900 rentable square feet of space.

TERM: Five (5) Years and one (1) month

BASE RENT:

Year 1 - 8/1/14 - 8/31/14:	$00.00/month
Year 1 - 9/1/14 - 8/31/15:	$1,900.00/month
Year 2 - 9/1/15 - 8/31/16:	$1,900.00/month
Year 3 - 9/1/16 - 8/31/17:	$1,957.00/month
Year 4 - 9/1/17 - 8/31/18:	$2,016.00/month
Year 5 - 9/1/18 - 8/31/19:	$2,076.00/month

OPTIONS: One (1) – Five (5) Year terms at the following rates:

See Exhibit B

SECURITY DEPOSIT: $3,800.00

RENTABLE FLOOR AREA OF TENANT'S SPACE: 900 square feet

TENANT'S PROPORTIONAL SHARE OF APPLICABLE COSTS: 4.2%

BASE YEAR TAXES: Calendar Year 2015

OPERATING EXPENSE BASE: Calendar Year 2015

PERMITTED USES: For a "Ramen Noodle Bar" use only and not for bulk storage or uses

requiring above building standard structural, electrical or
facilities and for no other use or purpose without the prior
consent of the Landlord in each instance.

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REQUIRED PUBLIC LIABILITY INSURANCE:

Bodily Injury - $1,000,000/$1,000,000
Property Damage - $250,000

GUARANTOR(S): **Katsuaki Suzuki**

ARTICLE II - PREMISES

In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, the Landlord does hereby lease to the Tenant, and Tenant hereby leases from the Landlord certain space, situated at 229 Congress Street, Portland, Maine, and is hereinafter referred to as the premises. Said premises shall be used by the Tenant only for those purposes designated in Article I and for no other purpose or purposes~~.~~ and in compliance with the Rules and Regulations set forth in the attached and hereby incorporated Exhibit A.

ARTICLE III - TERM

The term of this lease shall commence on August ~~1~~25, 2014 and shall terminate on August 31, 2019. Tenant shall have an option to renew the Lease as set forth in the attached and hereby incorporated Exhibit B.

This Lease is conditioned upon Tenant obtaining all needed licenses, permits and approvals from both the City of Portland and the State of Maine. If licenses, permits or approvals are not obtained by Tenant by September 30, 2014, Tenant shall be entitled to cancel this Lease and shall be entitled to the return of any security deposit given to Landlord. In the event Tenant exercises this right to terminate the Lease, Tenant shall provide written notice of the same on or before October 7, 2014. If such notice is not provided, Tenant shall have waived its right to terminate or cancel this lease pursuant to this paragraph. If delivery of possession of the premises shall be delayed beyond the date specified above for the commencement of the term of this lease through no fault of the Landlord, the Landlord shall not be liable to the Tenant for any damage resulting from such delay and the Tenant's obligation to pay rent shall be suspended and abated until possession of the premises is delivered. In the event of such a delay, it is understood and agreed that the commencement of the term of this lease shall also be postponed until delivery of possession and that the termination date of the term shall be correspondingly extended.

ARTICLE IV - RENT

The tenant shall pay base rent in equal monthly installments in advance on the first day of each month during the term hereof without set off, notice or demand. Base rent shall be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to the Landlord or to such agent and at such place as the Landlord shall from time to time in writing designate, the following being now so designated: **DIRIGO MANAGEMENT COMPANY, INC.,**

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ONE CITY CENTER, PORTLAND, MAINE 04101-4009. If Tenant does not pay base supplemental and additional rents, other fees and charges due pursuant to the terms Lease, then the Landlord, in its sole discretion, may charge, in addition to any other reme may have, a late charge for each month or part thereof that the Tenant fails to pay the a due after the due date. The late charge shall be in the amount of five percent (5%) of the unpaid amount for all sums that are in excess of ten (10) days overdue. Continuous or repeated late payment of rent shall constitute a default of the Tenant hereunder. Any payments made by check that are returned for any reason are subject to a $75.00 service charge.

Chronic Late Payments of Rent: Notwithstanding anything in this Lease to the contrary, and without limiting Landlord's other rights and remedies provided for in this Lease, if Tenant fails to pay by the due date any Base Rent, Additional Rent, or any other charges owing under this Lease more than three (3) times within any twelve (12) month period, then Landlord, at ~~it's~~ its sole election and in its sole and absolute discretion, may do one or more of the following:

a. Terminate the Lease in accordance with the provisions of Article IX hereof and evict the Tenant from the Premises;

b. Require that, beginning with the first monthly installment of Base Rent next due, the Base Rent shall no longer be paid in monthly installments, but shall be payable in advance on a quarterly basis, on the first day of the first month of the quarter (or three-month period);

c. Increase the Security Deposit by an amount that the Landlord determines, in its sole and absolute discretion, is necessary to protect its interests; provided that such amount does not exceed three (3) months of the then-applicable monthly Base Rent. Such increase shall be paid by Tenant immediately upon demand by Landlord.

No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check for payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

Commencing with the base year amounts as defined in Article I, the Landlord will determine as of the last day of the each year the Operating Expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, parking areas, landscaping and the like then 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:

a) All utility costs, including monies paid to any utility company (CMP, PWD, Northern Utilities, etc...), the City of Portland and any other entities, for furnishing electricity, heat, air conditioning, steam, water, sewer, fuel oil and gas services to the building;

b) All costs of any insurance carried by the Landlord related to the building;

c) All costs of any contractor of the Landlord engaged in the cleaning, operating,

maintenance, management, rubbish removal, repairs, replacements, security, bu supplies, snow removal, window cleaning, and any other reasonable costs asso with the operating, management, and maintenance of the building.

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In the event that Operating Expenses for any year shall be greater than Base Operating Expenses (herein called "Excess Expenses"), the Tenant shall pay to the Landlord, as an Escalation Charge, an amount of additional rent equal to (i) the Excess Expenses multiplied by (ii) the Tenant's Proportional Share of Applicable Costs as set forth in Article I, such amount to be apportioned for any fraction of a year in which the Commencement Date falls or the Term of this Lease ends. In the first year of the Lease, the Landlord shall apportion such expenses based on the date Tenant is entitled to possession of the premises, not the scheduled rent commencement date. Landlord shall make every effort to keep Tenant advised of any anticipated Excess Expenses prior to incurring said expenses. If anticipated Excess Expenses are greater than ten percent (10%) of Tenants' Base Operating Expenses, Tenant shall be entitled to terminate this Lease upon ~~thirty~~ninety (~~3~~90) days notice. In the event that Base Operating Expenses increase by more than twenty percent (20%) over the prior year's Base Operating Expenses, Tenant shall have the option of terminating this Lease upon ~~thirty~~ (~~3~~90) days' notice.

After the end of each fiscal year, the Landlord shall deliver to the Tenant a statement showing the increase in such Operating Expenses for the prior fiscal year over the Base Operating Expense, and also showing the Tenant's share of such increase. The Tenant shall, within thirty (30) days after such delivery, pay the Tenant's share to the Landlord, as supplemental rent. The Landlord may also elect to have the Tenant make monthly estimated payments to the Landlord for the Tenant's share of the increases in Building taxes and operating costs. Said estimated monthly payments shall be made along with the base rent payments.

In the event that Taxes per square foot of the Building Rentable Area shall be greater during any year than the Base Year Taxes (herein called "Excess Taxes"), whether by reason of an increase in either the tax rate or assessed valuation, or to a change in the property constituting the building or to a different classification of taxation as provided herein, the Tenant shall pay to the Landlord, as an Escalation Charge, an amount of additional rent equal to (i) the Excess Taxes multiplied by (ii) the Tenant's Proportional Share of Applicable Costs as set forth in Article I, such amount to be apportioned for any fraction of a fiscal year in which the Commencement Date falls or the Term of this Lease ends. In the first year of the Lease, the Landlord shall apportion taxes based on the date Tenant is entitled to possession of the premises, not the scheduled rent commencement date. Such Excess Taxes shall be paid upon receiving an invoice from the Landlord upon a schedule consistent with the payment schedule to the taxing Authority.

Taxes assessed and levied against the real estate (which term shall include personal property to the extent that elevators, air conditioning equipment, or similar building appurtenances for the use and benefit of all of the occupants of the building are classified as personal property for tax purposes) shall mean all real estate taxes, betterment assessments (special or general, ordinary or extraordinary), water and sewer taxes, and any other charges made by public authority which upon assessment or upon failure of payment become a lien upon the building of which the premises are a part or are the personal liability of the Landlord. Taxes shall also include Landlord's costs and expenses, including the costs of attorneys, appraisers and other professionals, in seeking abatement of any such taxes.

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In the event the Landlord is required to pay to any taxing authority any amount as sales gross receipts taxes, or any tax of like nature specifically measured as a percentage fraction of, or other factors based upon the rent payable hereunder (whether in lieu of, addition to, real estate taxes) then such amounts shall be treated as real estate taxes hereunder. Any amounts which are payable to the Landlord pursuant to the provisions of this paragraph shall, at the option of the Landlord be paid instead to the Taxing authority concerned whether such payments be required on a monthly, quarterly, or other time interval basis. Taxes shall not include federal or state income taxes or taxes in lieu thereof.

In the event that such taxes are abated, reduced or refunded for any fiscal year in which the Tenant paid an escalation Charge, an equitable refund of such charge shall be made to reflect the Tenant's pro rata share of such reduction less all costs incurred by the Landlord in securing the same, but the pendency of any application or other proceeding relating to any such abatement, reduction or refund shall not delay the computation and payment by the Tenant of its share of any Escalation Charge.

ARTICLE V - LANDLORD COVENANTS

Landlord covenants and agrees that it will without additional charge furnish the following;

a) Maintenance and repair of the roof, exterior walls, windows, structure, heating and plumbing systems, and electrical system and common areas and common facilities of the building as necessary to maintain them in good order and condition; provided however, that any such maintenance or repairs made necessary by fault or neglect of the Tenant or the employees and visitors of the Tenant shall be at the expense of the Tenant and the Tenant shall pay all costs thereof.

Landlord shall furnish these services without additional direct charge to Tenant but the Landlord's cost of providing these services may (as appropriate) ~~by~~ be considered Operating Expenses subject to the provisions of Article IV.

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

ARTICLE VI - TENANT COVENANTS

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

a) To pay, when due, all rent and other charges set forth herein; all charges for Tenant's

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heat and air conditioning including electricity, natural gas, rubbish removal, water, s telephone, and any other utilities used at, and supplied to, the premises, and not pro by the Landlord. Tenant shall at its own expense, install a sub-meter or measuring d for all water consumption and the Landlord shall invoice the Tenant for the same going rate charged by the utility company supplying the same. Tenant also agrees to pay for all lamping costs (which includes all light bulbs) after initial installation;

b) To keep said premises in as good order, repair and condition as the same are in at the commencement of said term or may be put thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted excepting only matters that are the responsibility of landlord pursuant to Article V; and, at the termination of this Lease, peaceably to yield up said premises and all additions, alterations and improvements thereto (subject to the provisions of Article XXII) in such good order, repair and condition, first removing all goods and effects not attached to the premises, repairing all damage caused by such removal, and leaving the premises clean and tenantable. If the Landlord in writing permits the Tenant to leave any such goods and chattels at the premises, and the Tenant does so, the Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord;

c) **The Tenant shall maintain plate glass insurance coverage that will cover all costs associated with the replacement of any glass or storefront window in the event of damage or breakage for any reason**;

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

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

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

g) Not to assign this Lease nor make any sublease at any time without the advance written consent of the Landlord, which the Landlord agrees not to withhold or delay unreasonably. No such assignment or sublease shall relieve the Tenant of its obligations under this Lease;

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h) Not to make any alterations additions or improvements to the premises or the buildi to permit the making of any holes in any part of said building, nor to paint or plac signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible fro outside of said premises, that is, from outdoors or from any corridor or other common area within the building, nor to permit anyone except the Tenant to use any part of the premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the Landlord, which shall not be unreasonably withheld. If Landlord consents to any such alterations, Tenant shall perform all work in accordance with plans and specifications provided to and approved by Landlord, in a good and workmanlike manner using new materials, in compliance with all applicable laws, codes and ordinances.

i) Not to move any safe, heavy equipment, freight, bulky matter or heavy fixtures in or out of the building except at such times and in such manner as the Landlord shall designate after written request from the Tenant; and to place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration;

j) Not to place a load upon any floor of the premises in excess of 50 pounds live load per square foot or in violation of what is allowed by law, except that Landlord specifically authorizes Tenant to place a commercial refrigerator on the premises after confirming to the Landlord's reasonable satisfaction that the proposed location for the refrigerator can support the weight of the same;

k) Upon reasonable advance notice, Tenant will allow Landlord to enter ~~that the Landlord may enter~~ the premises to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said premises to serve said premises and to serve other parts of said building as long as those changes do not unreasonably affect the appearance of the premises and the Landlord uses reasonable efforts to carry out the work in a manner that causes the Tenant a minimum inconvenience and business interruption;

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

m) To maintain with responsible companies authorized to do business in the State of Maine and approved by the Landlord, liability insurance, with contractual liability endorsement covering the matters set forth in Subsection l above, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million ($1,000,000) Dollars and for injury to or death of more than one person in an amount of not less than One Million ($1,000,000) Dollars and for damage to property in an amount of not less than Two Hundred and Fifty Thousand ($250,000) Dollars made by or on

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behalf of any person, firm or corporation, arising from, related to, or connected wi Tenant's occupancy of the premises or the conduct or operation of the Tenant's bus or caused by acts or omissions of the Tenant or anyone claiming a right to be on or the property by reason of permission granted by the Tenant which is either expr implied, or by any of the Tenant's officers, agents, servants, suppliers, employees, or contractors. All insurance provided by the Tenant as required by this Subsection shall name the Landlord and the lessor under any underlying or overriding lease as additional insureds as their interests may appear and shall include the holder of any mortgage on the fee or on any underlying or overriding leasehold estate under a standard mortgagee clause to the extent the Landlord informs the Tenant of the same in writing. On or before the commencement date and periodically thereafter at least fifteen (15) days prior to each renewal, the Tenant shall deliver to the Landlord the appropriate certificates, together with satisfactory evidence of the payment of the premiums associated therewith;

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

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

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

q) Not to install any vending machines or food service equipment in the demised premises, except for the items specifically listed in the attached and hereby incorporated Exhibit E, without first obtaining the Landlord's prior written approval, which approval shall not be unreasonably withheld;

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

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

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t) To keep the premises equipped with all safety appliances required by law or any authority because of the use made by the Tenant of the premises;

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

v) Compliance with Laws. Throughout the term of this lease, the Tenant at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental agencies with jurisdiction over Tenant or the premises, including rules governing signage, as well as all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions, and with the requirements of all public liability, fire, and other policies of insurance at any time in force with respect to the premises, ordinary as well as extraordinary, which may be applicable to the Premises whether or not such law, ordinance, order, rule, regulation or requirement shall interfere with the use and enjoyment of the Premises;

w) If any dispute arises between the parties requiring court action, the prevailing party shall be entitled to recover from the losing party their reasonable expenses, including reasonable attorney's fees, in enforcing any obligation of this Lease which has not been complied with~~To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease which has not been complied with~~;

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

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

2. enter upon the premises and exercise any and all of the Landlord's rights without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant;

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

z) In the event the Tenant wishes to provide outside services for the demised premises over and above those services to be provided by the Landlord as set forth herein, the Tenant shall first obtain the prior written approval of the Landlord for the installation and/or utilization of such services, which approval shall not be unreasonably withheld or delayed. "Outside services" shall include but shall not be limited to cleaning and moving services, security services, catering services and the like. In the event the Landlord approves the installation and/or utilization of such services, such installation and utilization shall be at

the Tenant's sole cost, risk and expense.

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ARTICLE VII - SUBORDINATION

The Tenant agrees that, at the election of the Landlord, this Lease shall be subject and subordinate to the lien of any mortgage which may now or hereafter be placed on, encumber, or affect the real property of which the premises are a part and to all renewals, modifications, consolidations, and replacements thereof. When requested to do so by the Landlord, the Tenant agrees to execute, acknowledge, and deliver to the Landlord any instrument that Landlord or its mortgagee may reasonably request, in proper form for recording, wherein the Tenant agrees to and does subordinate this Lease to the lien of the mortgages above mentioned. The Tenant's obligation to subordinate this Lease to the lien of future mortgages is conditioned upon the Mortgagee's written agreement that, if the mortgage is foreclosed, the Tenant shall have the right to occupy the premises on the terms set forth in this lease so long as the Tenant performs its obligations hereunder.

ARTICLE VIII - CASUALTY DAMAGE AND EMINENT DOMAIN

If at any time during the lease term the premises shall be damaged or destroyed by fire or other casualty, then the Landlord shall have the election to terminate this Lease or to repair and reconstruct the premises to the condition thereof immediately prior to such damage or destruction. Unless such fire or other casualty shall have been caused by the negligence of the Tenant, its agents, employees, or invitees, rent shall abate proportionately during the period and to the extent that the premises are unfit for the use by the Tenant in the ordinary conduct of its permitted uses hereunder. If the Landlord has elected to repair and restore the premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time.

If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasipublic use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceedings and the Tenant shall have no claim against the Landlord for the value of any unexpired term of said lease and the Tenant shall not be entitled to any part of any award that may be made for such taking.

ARTICLE IX - BREACH BY TENANT: TERMINATION OF LEASE

If the Tenant or any guarantor of this Lease shall fail to pay any Base Rent, additional rent, or any other sums described in the Lease when due, or if Tenant shall neglect or fail to perform or observe any of the covenants herein contained, and such default continues for a period of five (5) days after written notice from the Landlord stating the default, or if the estate hereby created shall be taken on execution or other process of law, or if any assignment shall be made of the property of Tenant (or any guarantor of this Lease) for the benefit of creditors, or if the Tenant (or any guarantor of this Lease) files a petition in bankruptcy, is adjudicated insolvent, or bankrupt, petitions or applies to any tribunal for any receiver or trustee, commences any proceeding for any reorganization, arrangement, readjustment of debt, dissolution or liquidation, or if there is commenced against the Tenant (or any guarantor of this Lease) any such proceeding which remains undismissed for a period of sixty (60) days, or if the Tenant (or any guarantor of this Lease), by any act, indicates, its consent to, approval of, or acquiescence in,

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any such proceedings, or the appointment of any receiver or trustee, or suffers any receivership or trusteeship to continue undischarged for a period of sixty (60) days, or if T shall fail to take possession of the premises, or shall fail to open the premises for the conc Tenant's business on the Commencement Date or to operate Tenant's business at the pre during normal business hours ~~Normal Business Hours (defined to mean X:XX to X:XX)~~ at any time thereafter for any period exceeding one week (singularly, an "Event of Default") then in any of the said cases the Landlord lawfully may, immediately or at any time thereafter and without demand or notice, exercise any remedy of Landlord under this lease and/or may enter into and upon the premises, or any part thereof, forcibly if necessary, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant, and remove the effects of both or either (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. Upon any Event of Default or entry as aforesaid, at Landlord's option, the Tenant's estate and possession and/or this lease shall terminate and the Landlord, in addition to its remedies set forth above, shall have all other remedies which it may be entitled to at law or in equity.

If this lease shall be terminated as provided in section 9.01, Tenant shall forthwith pay to Landlord as damages, in addition to all sums which were due prior to the date of such termination, a sum equal to the amount by which the Base Rent for the remainder of the term hereof exceeds the fair rental value of the premises for the remainder of the term hereby granted; and in addition thereto Tenant will further indemnify Landlord during the remainder of the term against all loss of Base Rent and additional rent due for the remainder of the term hereby leased, suffered by reason of such termination, first deducting any damages paid as provided above, the loss of such rent, if any, for each month of the remainder of the term hereof to be paid at the end of each month. For the purpose of computing damages payable hereunder, it is agreed that there shall also be payable to Landlord, as damages, at the same time and in the same installments as are specified in this lease, (a) the Tenant's share of excess expenses due from or paid by Tenant in respect of the year in which such termination occurs and (b) Tenant's share of excess taxes due from or paid by Tenant in respect of the year during which such termination occurs, multiplied by the number of years remaining in the term hereof, it being assumed that the amount of such charges and expenses and real estate taxes so payable for the said calendar year during which termination occurs will fairly represent the amount of such charges in the future.

Tenant also agrees (i) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of such termination and the cost of putting the premises in good order or preparing the same for rental to other tenants, and (ii) that Landlord may re-let the premises, or any portion thereof, either in the name of the Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term and may grant concessions or free rent if necessary or appropriate. The failure of Landlord to re-let the premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent month by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to re-

let the premises, or, if the premises are re-let, for failure to collect the rent due under su letting.

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ARTICLE X - LANDLORD-TENANT SELF-HELP

If the Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, the Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for account of the Tenant, any amount paid or any liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord thereof upon demand. If Landlord fails to make any needed repairs to the premises to allow Tenants usual use of the premises within two (2) days of notifying Landlord, Tenant shall be entitled to complete said repairs and deduct any amounts paid from the next scheduled rental payment or payments unless Landlord has commenced efforts to make such repairs, including, but not limited to, submitting an application for any building permit that may be required for the work, in which case Landlord shall have a reasonable time to complete the repairs and Tenant shall have no right to complete the work or deduct from rent payments the cost thereof.

ARTICLE XI - LANDLORD DEFAULT

The Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until the 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 the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

ARTICLE XII - NOTICES

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

The Landlord's address: I-95 Portland Portfolio I, LLC
c/o Dirigo Management Company
One City Center, 4th Floor
Portland, Maine 04101

The Tenant's address: Suzukiya, LLC
5 Tuckers Way
Naples, Maine 04055

ARTICLE XIII - SUCCESSORS AND ASSIGNS

The covenants and agreements of the Landlord and the Tenant shall run with the land and be

binding upon and inure to the benefit of them and their respective heirs, exec administrators, successors and assigns. This provision shall not be construed as permissi Tenant to assign its interest in this Lease in violation of the provisions of Article VI(g).

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ARTICLE XIV – HOLDOVER

In the event that the Tenant shall continue in occupancy of the Leased Premises after the expiration of the term of this Lease or any earlier termination thereof, such occupancy shall not be deemed to extend or renew the term of this Lease, but, at the option of the Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained and at 150% of the Base Rent and 100% of the additional rent in effect during the last lease year of the term, prorated and payable for the period of such occupancy. Except as specifically set forth herein, this Article shall not be construed as giving the Tenant any right to hold over after the expiration of the term hereof.

ARTICLE XV - QUIET ENJOYMENT

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

ARTICLE XVI - LIMITATION OF LIABILITY

The Tenant agrees to look solely to the Landlord's interest in the building and the Landlord's insurance for recovery of any judgment from the Landlord; it being agreed that the Landlord is not personally liable for any such judgment. If the Landlord transfers title to the premises, the Landlord (and in case of any subsequent transfer, the then transferor) shall be concurrently freed and relieved, from and after the late of such transfer, from all liability for performance of any of the Landlord's obligations under this lease, it being intended that this lease shall bind the Landlord, its successors and assigns only during their respective periods of ownership of the premises.

ARTICLE XVII - ~~LANDLORD'S WORK~~CONSTRUCTION BY LANDLORD/TENANT

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

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

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

The Tenant shall have access to the premises before the commencement date of the lease term for purposes of its space preparation, provided, however, that the Tenant assumes any risks attendant on its entry into the leased premises before the completion thereof, as though this Lease were in effect. The Tenant's work may include the items listed in Exhibit C-1.

ARTICLE XVIII - SECURITY DEPOSIT

The Tenant shall deposit **$3,800.00** with the Landlord at the signing of this Lease, which deposit may at the Landlord's sole option be used to cure any default hereunder by the Tenant, including costs for damage to the leased premises or missing items. Tenant agrees upon demand to restore to Landlord any portion of the security deposit applied by Landlord to cure any such default of Tenant. **SAID DEPOSIT SHALL NOT BE USED AS THE RENT FOR THE FINAL MONTH OF THE TERM.** The Landlord agrees to refund to the Tenant the deposit, less sums expended in accordance with the Lease, within the time period required by law, provided that:

1. This amount does not apply to the last month's rent.
2. The full term of the lease has passed, or proper notice has been given under the agreement of tenancy.
3. There is no damage to the unit other than normal wear and tear. All personal belongings, litter and rubbish has been removed.
4. The carpeting (if applicable) has been vacuumed and has not been damaged by stains, burns or grease spots.
5. All other flooring should be cleaned appropriately (vinyl, tile, hardwoods, etc.) using the appropriate cleaning supplies.
6. Blinds should be wiped clean.
7. All baseboards should be dust free.
8. All light bulbs should be working.
9. Walls - There are no large holes in the walls, no large scratches, or any glue-on picture hangers. All walls should be free of marks, scratches, picture holes and touched up with matching paint. If this is **not** done, you **will** be charged for touch-up painting.
10. Kitchen, if any - All drawers, cabinets, pantry, etc. should be empty and cleaned, as well as all countertops wiped clean and sanitized. The refrigerator should be scrubbed clean and free of any food remnants.

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11. Bathrooms within the suite, if any - All cabinets shall be empty and wiped clean. Toilets should be scrubbed clean and sanitized. All flooring should be washed. Mirrors should be cleaned with glass cleaner. All light bulbs shall be working.

12. Utility room - Shelves wiped clean, and floor clean. If washer and dryer are present they should be wiped clean and free of clothes.

13. The basement storage, if any, is empty and properly cleaned.

14. All exterior doors and windows shall be locked.

15. Utilities need to remain on and in your name until the end of the lease.

16. There are no unpaid amounts due including rent, late charges, maintenance charges, etc.

17. All unit and related building keys have been returned.

18. A forwarding address has been provided to the Landlord.

ARTICLE XIX - NO HAZARDOUS MATERIALS

Tenant agrees it shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the demised premises or arising from Tenant's use or occupancy of the demised premises, including but not limited to groundwater conditions. It is further agreed Tenant shall not permit the use , generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substances on, under or about the demised premises or the transportation to or from the demised premises of any hazardous substance except in accordance with applicable law.

Tenant further agrees it shall indemnify, defend and hold harmless, Landlord, the property manager and their respective officers, directors, beneficiaries, shareholders, patrons, agents and employees from all fines, suits, procedures, claims and actions of every kind and costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of hazardous substances that occur during the term of this lease at or from the demised premises or which arises at any time from Tenant's use or occupancy of the demised premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the laws and all other environmental laws. Tenant's obligations and liabilities under this article (XIX) shall survive the expiration of this lease.

ARTICLE XX - ESTOPPEL CERTIFICATES

Landlord and Tenant agree, at any time and from time to time, upon not less than five business days' prior written request by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that to the knowledge of such party no uncured defaults exist

hereunder (or if any such defaults exist, specifying the same), and the dates to which th and other charges due hereunder have been paid in advance, if any, it being intended th such statement delivered pursuant to this article XX may be relied upon by any prosp purchase or mortgage of, or assignee of any mortgage upon, the building.

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ARTICLE XXI - LANDLORD'S RIGHT TO RELOCATE

Intentionally omitted

ARTICLE XXII - MISCELLANEOUS

If the Tenant is more than one person or party, then the Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as the Landlord and the Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

The Landlord and the Tenant agree that this Lease shall not be recordable. Upon request of either party, the Landlord and the Tenant shall enter into a memorandum of lease in recordable form, setting forth the actual commencement and termination dates of this Lease, all at the cost of the requesting party.

This Agreement and all agreements relating to the subject matter hereof is the product of drafting, negotiation and preparation by and among each party and its respective attorneys, and shall be construed accordingly. Each party expressly waives the rules of contract interpretation that interpret language based on the party who drafted the agreement. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless each party hereto consents in writing

This Agreement is a binding contract when signed by all parties hereto and constitutes the entire agreement between the parties with respect to the subject matter herein. This Agreement supersedes all previous negotiations, discussions, and agreements between the parties as to the subject matter hereof, and no parole evidence of any prior or other agreement or alleged agreements shall be permitted to contradict of vary the terms hereof. This Agreement may be signed on any number of identical counterparts, such as a faxed or scanned copy, with the same binding effect as if the signatures were on one instrument.

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Maine. 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 ACTION

OR PROCEEDING BROUGHT BY LANDLORD OR TENANT BASED UPON OR REL
TO THE PROVISIONS OF THIS LEASE

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

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

No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same or any other agreement or condition; the acceptance by the Landlord of rent or other payment hereunder or silence by the Landlord as to any breach shall not be construed as waiving any of the Landlord's right hereunder unless such waiver shall be in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due to Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept such check without prejudice to recover the balance due or to pursue any other remedy.

Any insurance carried by either party with respect to the Premises and property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss, if such a waiver can be obtained without additional premium or if the other party agrees to pay any increase in premium. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

ARTICLE XXIII - OBLIGATIONS OF GUARANTORS

Each of the parties listed as Guarantor in Article I of this lease hereby jointly and severally guaranties to Landlord the payment of all sums due from Tenant to Landlord under this lease and performance of all other obligations of Tenant under lease. Each guarantor waives notice of the incurring of indebtedness by Tenant, presentment, demand, notice, and protest and any right to require Landlord to bring suit against Tenant or any other party before enforcing this guaranty. Until all indebtedness of Tenant to Landlord shall have been paid in full, each Guarantor shall have no right of subrogation and waives any right to enforce any remedy which that Guarantor now has or may hereafter have against Tenant. Each Guarantor authorizes Landlord, without

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notice or demand and without affecting any liability hereunder, from time to time (a) ren extend the term of this Lease or the time for payment of or the terms of any rent or amounts payment of which is guaranteed by Guarantor; (b) accept partial payments of r any other amount due under this lease; and (c) amend, alter, exchange, substitute, tra enforce, waive, subordinate, terminate, modify or release in any manner this lease or any obligations of any Guarantor hereunder; (d) release or substitute any one or more of any other guarantors; (e) settle, release on terms satisfactory to Landlord or by operation of law or otherwise, compromise, collect, or otherwise liquidate any indebtedness in any manner, in each case without affecting or impairing the obligations of Guarantor hereunder.

Executed this ____ day of _____, 2014.

_____	_____
Witness	Landlord: **I-95 Portland Portfolio I, LLC** By: _____ Authorized Agent
_____	_____
Witness	Tenant: **Suzukiya, LLC** By: Katsuaki Suzuki It's: _____
_____	_____
Witness	Guarantor: **Katsuaki Suzuki**

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EXHIBIT A

RULES AND REGULATIONS

1. **The Tenant agrees to maintain the leased space in a clean and sanitary condition at all times to avoid attracting any type of pests during the term of the lease. In the event that there is a report of a pest problem and/or at the request of the Landlord, the Tenant agrees to hire a professional pest control company to treat the space until any pests are exterminated. If any pests return to the space after such treatment of the space by a pest control company, the Landlord has the right to require the Tenant contract with a professional pest control company for regular monthly pest control treatments of the space. The Tenant further agrees to store any food products in properly sealed containers.**

2. **The Tenant shall not use or permit the demised premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the building by reason of noise, music, odors, cooking odors, and/or vibrations, or interfere in any way with other tenants or those having business therein.**

3. **The Tenant agrees to properly dispose of trash, rubbish, and discarded food products. Trash may not be stored in the leased space or on the premises at any time. This may require the tenant to hire a trash removal vendor for daily pickups.**

4. **The Tenant agrees to at all times abide by the current local inspection codes as they relate to restaurants and food establishments in the City of Portland, Maine.**

5. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord. There shall not be used in any space, or in public hall of the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards.

6. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.

7. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not keep or nor shall permit any pets, animals or birds in or about the building. Smoking or carrying lighted cigars or cigarettes in the ~~the~~ building is prohibited.

8. No curtains, blinds, shades, or screens other than those furnished by Landlord shall be attached to, hung in or used in connection with any window or door of the Premises

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without the prior written consent of Landlord.

9. No advertisement, notice or other lettering shall be exhibited, inscribed, painted or a by any Tenant on any part of the outside of the demised premises or the building the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Landlord and shall be of a size, color and style acceptable to Landlord.

10. No boring, butting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used in interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Landlord the cost thereof.

12. Freight, furniture, business equipment, safes, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the Lease of which these Rules and Regulations are a part.

13. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

14. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinuing such advertising.

15. Tenant shall not bring or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises, except that Landlord acknowledges that Tenant will be operating a Noodle Bar on the premises and the usual and customary odors of cooking or other processes associated with operating a Noodle Bar are exempt therefrom.

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16. Tenant shall comply with all security measures from time to time established by La for the Building.

17. Tenant assumes full responsibility for protecting its space from theft, robbery pilferage, which includes keeping doors locked and any other means of entry to the Premises closed and secured.

18. Tenant shall not install and operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the written permission of Landlord.

19. No person or contractor not employed or approved by Landlord shall be used to perform window washing, cleaning, repair or other work in the Premises.

20. No vending machines other than those furnished by the Landlord are to be placed in any hallways or building common areas.

EXHIBIT B - OPTIONS

At any time during which the Tenant is not in default under this Lease, the Tenant shall have the option to renew this Lease for an additional term of five (5) years by giving the Landlord written notice of its election to do so at least six (6) months before the date the original lease term expires. The annual rent payable during the option term shall be at the market value of the demised premises but not less than $2,138.00 per month for the first year of the option period and escalating at an additional 3% per year for each option year.

If the parties cannot agree as to the market value of the leased premises, the market value shall be determined by two appraisers, one to be appointed by each of the parties. A written determination as to the market value signed by the appraisers so chosen shall be final and binding on the parties hereto.

EXHIBIT C - RENOVATIONS TO TENANT'S SPACE

The Tenant accepts the space in its "as is" condition except ~~as noted below~~that Landlord, at its own cost, will prepare the space for Tenant's occupancy by providing a 200 amp electrical panel along with 220 Volt service to the demised premises.

~~The landlord, at its own cost, will prepare the space for the Tenant's occupancy as follows:~~

~~Carpentry:~~

- ~~No work is anticipated~~

~~Electrical:~~

- ~~Provide a 200 amp electrical panel along with 220 Volt service to the space~~

~~Sprinklers:~~

- ~~No work is anticipated~~

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~~HVAC:~~
- ~~No work is anticipated~~

~~Paint:~~
- ~~No work is anticipated~~

~~Flooring:~~
- ~~No work is anticipated~~

~~Plumbing:~~
- ~~No work is anticipated~~

~~Ceilings:~~
- ~~No work is anticipated~~

~~Locks:~~
- ~~No work is anticipated~~

~~Windows:~~
- ~~No work anticipated~~

~~Cleaning:~~
- ~~No work is anticipated~~

The Tenant, at its sole cost and expense, is responsible for the following items:
- Any phone, computer network, cable, or alarm wiring
- Any specialty lighting
- Any window treatments

EXHIBIT D – SAMPLE CAM EXPENSES

5000 - ELECTRICITY
5010 - TELEPHONE
5020 - WATER & SEWER
5040 - FUEL OIL
5060 - CLEANING - WINDOWS
5120 - SNOW REMOVAL/SUPPLIES
5140 - KEYS & LOCK REPAIR
5150 - R & M HVAC
5160 - R & M ELECTRICAL
5170 - R & M PLUMBING
5190 - R & M ROOF/STRUCTURAL
5200 - R & M PAINTING
5210 - R & M SPRINKLER

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5215 - R & M FIRE EXTINGUISHER
5230 - R & M WINDOWS/GLASS
5250 - R & M FLOORING
5260 - R & M MISCELLANEOUS
5265 - PEST CONTROL
5320 - FIRE ALARM COSTS
5340 - MAINTENANCE SUPPLIES
5400 - INSURANCE
5495 - MAINTENANCE PERSONNEL
5500 - PROPERTY MANAGEMENT FEE
5520 - REAL ESTATE TAXES
5525 - DOWNTOWN IMPROVEMENT TAX

The categories listed above are for purposes of illustration and are not intended to be exhaustive. The parties intend that all of Landlord's operating expenses associated with the building, of whatever kind or nature, shall be included in the term Operating Expenses.

EXHIBIT E – AUTHORIZED EQUIPMENT