

225 Congress Street  
Portland, Maine 04101

Michael Salisbury,  
Maje in Maine, LLC  
4107 Ocean Avenue  
Brigantine, New Jersey 08203  
(617) 517-4924

**LEASE**

THIS LEASE, made this 13th day of october, 2010, by and between MAJE IN MAINE, LLC, a Maine limited liability company with a place of business at 223 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Landlord") and Ottos Pizza-- a Maine corporation with a place of business at 576 Congress St. Portland Me.,04101 (hereinafter referred to as "Tenant").

**WITNESSETH AS FOLLOWS**

1. **PREMISES LEASED:** Landlord does hereby lease, demise and let unto Tenant certain premises being approximately 2,400 square feet, more or less, first floor, of the premises situate at 225 Congress Street, Portland, Maine (the "Leased Premises") as shown on Exhibit A.
2. **TERM OF LEASE:** The term of this Lease shall be for a period of five (5) years commencing on November 1, 2010. Occupancy shall commence on November 1, 2010 for the first floor retail space. Tenant shall be entitled to one five (5) year renewal on at least six (6) months prior written notice of its exercise of said renewal option.
3. **RENTAL:** Tenant covenants and agrees to pay as rent during said initial term the sum of ~~---~~\$2500~~--~~ dollars a month, adjusted annually by the prior years percentage increase in the Boston Metro Area Consumer Price Index.
4. **SECURITY DEPOSIT:** Landlord acknowledges receipt of a security deposit in the amount of \$~~--~~2500~~----~~, At the expiration of the term, the deposit will be returned to

EB <sup>EB</sup> 2010 Exp Nov 2015

Tenant, provided the premises are in the condition described in paragraph 8 hereof and Tenant is not otherwise in default hereof.

5. **CONDITION OF PREMISES:** Landlord shall repair the existing fixtures, install finished flooring and sheet rock, update the ceilings, repair or install baths as required and install additional fenestration. Once a Certificate of Occupancy is issued by the City, Tenant shall take occupancy subject to Landlord's completion of all said renovations. Tenant's work shall be completed in a timely manner and in accordance with applicable State and municipal codes and/or ordinances and shall be submitted to Landlord for approval prior to commencement, which approval shall not be unreasonably withheld, conditioned or delayed.

6. **DEFAULT:**

- a. **Tenant Default.** If Tenant shall default in the performance of any of its obligations hereunder and such default shall continue for 10 days after written notice thereof in the case of a monetary default or 30 days after written notice thereof in the case of a non-monetary default, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's Leasehold interest hereunder shall be taken on execution, then, in any of such cases, Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the address for notice hereunder, and upon such entry or mailing this lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Tenant and is not dismissed within sixty (60) days thereafter, then, in either of such cases, this lease shall automatically terminate without the necessity of any action on the part of Landlord. Tenant covenants and agrees that, in case of and notwithstanding any termination such as may be contemplated in this Lease, upon receipt of written demand from Landlord, at the option of Landlord, Tenant shall either (1) pay during the remainder of what would have been the then current term of the Lease, to the Landlord, on the last day of each calendar month, the difference, if any, between the rental which would have been due for such month had there been no such termination and the amount being received by Landlord as rent from occupants of the Leased Premises, if any or (2) be liable for and pay to landlord

the entire unpaid rental and all other balances due under this Lease for the remainder of the then current term. In addition, Tenant agrees to pay to landlord as damages for any default, termination or breach, all costs, including reasonable attorney's fees, incurred by Landlord in connection with any default, termination, breach, eviction, forcible entry and detainer, collection or other enforcement of Landlord's rights hereunder, all costs of re-letting the Leased Premises, including, but not limited to, brokerage fees, advertising and marketing costs and costs of re-fitting the Leased premises to suit the new Tenant; however Landlord agrees to use his best efforts to mitigate said damages.

- b. Landlord Default. In the event of any default by Landlord hereunder, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure such default or to commence to cure such default if any such default cannot be reasonably cured within such 30-day period, in which event Landlord shall prosecute such cure with diligence to a conclusion. Unless and until Landlord fails to so cure or proceed with diligence to cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof.

7. **REPAIRS:**

- a. Tenant shall keep the Leased Premises (including the mechanical equipment located within and servicing same) clean and free from dirt, and shall make all necessary interior repairs and replacements, including plumbing, electrical, HVAC, if any, and including all doors and windows and shall keep and maintain every portion of the Leased Premises in the same good order and repair as at the commencement of the term hereof, (reasonable wear and tear, damage by fire or other such casualty excepted).
- b. Landlord shall be responsible for all external (except windows and doors) and structural building maintenance and repairs and replacements to the Leased Premises, including the roof, structure, mechanical systems, walls and foundations.

8. **RESTORATION:** Tenant shall yield-up the Premises to Landlord at the end of the term hereof peaceably and quietly, in as good order and condition as said Premises are in at the term's commencement. (Broom clean condition with reasonable wear and tear and damage by fire or other casualty and approved alterations excepted.)

9. **TAXES:** Landlord shall pay all real estate taxes.

10. **UTILITIES:**

- a. All utilities (including heat, electricity, sewer, water, telephone) of any name, nature or description consumed or used within the leased Premises shall be at the sole cost and expense of Tenant. It is expressly agreed that Landlord is not responsible for any utility interruption whatsoever or damages or consequences thereof unless caused by Landlord's acts or negligence. As to any utility not separately metered, Tenant shall pay a prorated share of Landlord's bill for the same.
  - b. Tenant shall be responsible for clearing snow from the sidewalk adjacent to its space.
  - c. Tenant will not keep or store any materials outside its demised Premises, and will keep the area immediately adjacent to this demised premises free from debris of any kind or description.
11. **ASSIGNMENT:** Tenant may not assign or sublet the commercial first floor without the prior written consent of Landlord. In the event of any such assignment or sublease, Tenant shall remain responsible for all obligations of the Lease.
12. **INDEMNITY BY TENANT:** Tenant shall indemnify Landlord against all liabilities, expenses, and losses incurred by Landlord as a result of (a) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (b) any accident, injury, or damage which shall happen in or about the Leased Premises or appurtenances resulting from the condition, maintenance, or operation of the Leased Premises or appurtenances by Tenant or its subtenants or assignees, and (c) failure to comply with any requirements of any governmental authority.



13. **INSURANCE:**

- a. Landlord shall carry and shall pay for fire and other casualty insurance on the Premises under a policy of general public liability and an all risk policy with extended fire insurance. Tenant shall carry and pay for public liability insurance naming Landlord as an additional insured. A certificate of insurance shall name Tenant and Landlord as their interest may appear.
- b. Tenant will be entirely responsible for any and all additional insurance costs for protection of its personal property and such insurance as may be required due to the business operation of Tenant.

14. **DAMAGE:** In case the building upon said premises, or any part thereof, during said term, be so destroyed or damaged by fire or other unavoidable casualties, as to be unfit for occupation or use, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by said Landlord; or these presents shall, at the election of the Landlord, its successors or assigns, upon written notice thereof to be given within thirty (30) days after such destruction, thereby be terminated and ended. Tenant shall have the right to cancel this lease if premises are not substantially repaired within ninety (90) days.

15. **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 Leased Premises it will (a) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (b) 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; (c) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by federal, state or local law; (d) that at no time shall Tenant operate the Leased Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of Hazardous Waste; (e) that to the extent any Hazardous Materials may be temporarily stored at the Premises, they will be stored in secure containers in compliance with all applicable laws; (f) that Tenant will at all reasonable times permit Landlord or its agents or employees to enter the Leased 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 manifests and other records which Tenant may be obligated to obtain and keep in accordance with the terms of this Paragraph; and (g) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials from the Leased Premises and comply with applicable Maine and federal law as the same may be amended from time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11, as amended or replaced from time to time, relating to 'Closure.' Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Paragraph.

16. **USE:** Tenant shall use the first floor as a restaurant/café.

17. **USES PROHIBITED:** Tenant shall be responsible to comply with all municipal zoning requirements and obtain all necessary permits or approvals for its proposed use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

18. **DAMAGE TO PERSONAL PROPERTY OF TENANT:** Landlord shall in no way be responsible for any damage or injury to Tenant's personal property or fixtures from any cause whatsoever unless caused by Landlord's intentional acts or negligence subject to the provisions of paragraph 20 hereof; and, Tenant, in executing this Lease, understands that said personal property is placed in or upon the Leased Premises entirely at Tenant's own risk.

19. **SIGNAGE:** Signage shall be Tenant's sole expense and responsibility, subject to approval prior to installation by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. All signage shall be subject to the City of Portland's Zoning and Sign Ordinances.



20. **WAIVER OF SUBROGATION:** Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance in connection with property on or activities conducted on the leased Premises, regardless of the cause of the damage or loss. It is understood and agreed, however, that any such release, discharge or waiver by either party is contingent upon the other party's having continuously maintained all insurance protection and coverage as contemplated by this Lease and that, if any such insurance required to be provided or carried by such other party shall become void, shall lapse or shall otherwise not be in effect, any release, discharge or waiver by such party is, as of that moment, automatically withdrawn and of no effect.

21. **CONDEMNATION:** If the Leased Premises, or so much thereof as shall impair substantially Tenant's business or reasonable access thereto, is taken by eminent domain, this lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant, except for reasonable moving expenses. Should partial taking occur, which does not substantially impair Tenant's business, the rent will be fairly abated and the Lease shall continue.

22. **ADDITIONAL RIGHTS:** In the event it shall become necessary for either party to bring suit in order to enforce any provision of this Lease, the prevailing party shall be entitled to collect reasonable attorneys legal fees from the other party in connection with the aforesaid enforcement proceedings.

23. **LIENS:** Tenant shall not do or suffer anything to be done whereby the land and building of which the demised Premises are a part may be encumbered by any mechanic's lien and shall, whenever and as often as any mechanic's lien is filed against the said land and building purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten days after the date of filing. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the land and building of which the Premises herein demised are a part.

24. **NUISANCE AND RELATED USES:** Tenant covenants at all times during the lease term not to injure, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor burn any trash or refuse within the Leased Premises; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance; nor use any advertising medium that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Leased Premises; nor conduct any auction, auction sale, fire sale, going out of business sale, bankruptcy sale or similar

activity, nor do any act tending unnecessarily to injure the reputation of the Leased Premises.

25. **LATE PAYMENT OF RENT:** Rent more than ten (10) days overdue in any month shall carry a late payment obligation equal to 10% of one month's rent. If more than thirty (30) days overdue, in addition to the late payment penalties, all overdue rent shall carry interest at 6% above the Boston Prime Rate. Exercise of rights hereunder by Landlord does not waive any other Lease rights.

26. **QUIET ENJOYMENT:** Landlord covenants that if and so long as Tenant is not in default and performs the obligations herein, Tenant shall peaceably and quietly have, hold and enjoy the leased Premises and the appurtenances for the term herein mentioned, subject only to the provisions of this Lease.

27. **RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with such reasonable rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

28. **HOLDING OVER:** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last month's rent pursuant to this Lease (or such other amount as such written consent may specify), plus all other charges, including Adjustments, payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall, at the option of Landlord, be deemed to be a tenancy from month to month at a rental in the amount of twice the last month's rent pursuant to this Lease, plus all other charges, including Adjustments, payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

29. **ENTRY BY LANDLORD:** Upon reasonable notice to Tenant, Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby.

30. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding on the respective successors and assigns of Landlord and Tenant, and shall be constructed according to Maine Law.

31. **BROKERAGE:** Landlord and Tenant agree that no brokerage commission is due in connection with this Lease.

32. **NOTICES:** All notices shall be in writing and shall be deemed duly served if mailed by registered mail or delivered by hand to the addresses first set forth above or such other address as the parties may designate:

If to Landlord:

Michael Salisbury  
223 Congress Street, Apt. 1  
Portland, ME 04101-3609

With a copy to:

Kenneth M. Cole III, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street  
P.O. Box 4510  
Portland, Maine 04112

If to Tenant:

With a copy to:

33. **MEMORANDUM OF LEASE.** The parties hereto agree that this Lease shall not be recorded but that they shall execute a memorandum of same in recordable form addressing the Term and Renewal provisions contained herein.

34. **GENERAL PROVISIONS;**

- (i) Exhibits. Exhibits, if any, affixed to this Lease are a part hereof.
- (ii) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term,



covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

- (iii) **Marginal Headings.** The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
- (iv) **Time.** Time is of the essence of this Lease and of each and all of its provisions in which performance is a factor.
- (v) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or the respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- (vi) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.
- (vii) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- (viii) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (ix) **Choice of Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine.
- (x) **Sales of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or a subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchase, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

- (xi) Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof, provided such bank enters into an agreement with Tenant not to disturb Tenant's possession if Tenant is not in default.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.


- (xii) Estoppel Certificates. Tenant agrees, upon at least ten (10) days prior written request by Landlord from time to time, to execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the modifications), the date to which rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser or mortgagee of Landlord's interest in the Premises.
- (xiii) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xiv) Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

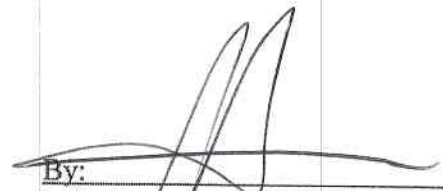
**IN WITNESS WHEREOF**, the parties have hereunto executed this Lease the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF:

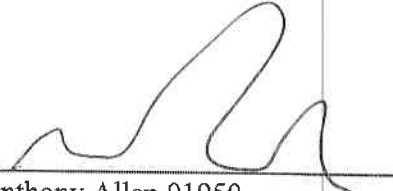
MAJE IN MAINE, LLC

By:  10/10/10  
Michael Salisbury  
Its Managing Member

LANDLORD

  
By: \_\_\_\_\_  
Mike Keon  
486 Congress St. Portland Me 04101

Its President

By:   
Anthony Allen 01950  
2 Stanley Ave. Newburyport Mass

Its President

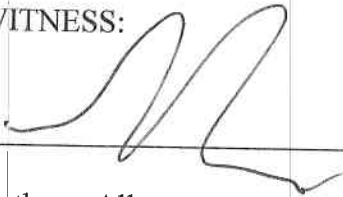
TENANT

**GUARANTEE OF LEASE**

IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, and as an inducement to Landlord to enter into this Lease, the undersigned does hereby covenant with the within Landlord, its successors and assigns, that if default shall at any time be made by Tenant in the payment of rent or in the performance of any other covenant contained in the within Lease, the undersigned will pay Landlord, its successors and assigns, the rent or any arrears thereof as penalties, and any and all costs, damages or expenses whatsoever that Landlord may incur or that may arise in consequence of any default by Tenant under such Lease, including reasonable fees of attorneys or other professionals. This Guarantee shall be a continuing guarantee, and the liability hereunder shall in no way be affected or diminished by reason of any extension of time or other modification that may be granted by Landlord to Tenant.

IN WITNESS WHEREOF, the undersigned as executed this Guarantee this 13th day of October, 2010.

WITNESS:



Anthony Allen



Mike Keon