COMMERCIAL LEASE (NET LEASE)

CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

1. PARTIES

Cotton Street Holdings, LLC, a Maine limited liability company with a mailing address of 75 \ Suite 2H, Portland, Maine 04101 ("LANDLORD"), hereby leases to Maine & Loire LLC, a Main company with a mailing address of 63 Washington Ave Portland, ME 04101 ("TENANT"), a hereby leases from LANDLORD the below-described leased premises.

2. LEASED PREMISES

The leased premises are deemed to contain 3310 rentable square feet. The leased premises are Unit 1D and a portion of Unit 1C in the Nissen Building Condominium (the "Condominium"), such unit being located on the 1st floor at 75 Washington Avenue, Portland, Cumberland County, Maine, and are depicted on the floor plan attached hereto as **Exhibit A**. The leased premises are accepted in "as is" condition except as expressly provided herein. The Condominium was created pursuant to the Maine Condominium Act, 33 MRSA Section 1601-101 et seq. under the Declaration of the Nissen Building Condominium dated March 19, 2014 and recorded in the Cumberland County Registry of Deeds at Book 31399, Page 54, as it may be amended of record (the "Declaration"), and as shown on the Condominium Plat prepared by Titcomb Associates and recorded in said Registry of Deeds in Plan Book 214, Page 88, and the Condominium Floor Plans prepared by Gawron Turgeon Architects and recorded in said Registry of Deeds in Plan Book 214, Pages 89-95.

3. PARKING

Subject to rules and regulations imposed by the Association, TENANT shall have the non-exclusive right on a first come, first serve basis to park in the parking lot located at 107 Washington Avenue, in the area depicted on **Exhibit B** attached hereto. LANDLORD may relocate parking to the parking lot at 75 Washington Avenue at any time and from time to time, and relocate it back to 107 Washington Avenue, all at Landlord's sole discretion. There will be no additional charge for the use of said parking. TENANT'S customers and employees shall have the right to park at the 107 Washington Avenue lot on a non-exclusive first come, first serve basis after 5 P.M. on weekdays and from 8 A.M. to 11 P.M. on Weekends. LANDLORD reserves the right to terminate customer and employee parking privileges at 107 Washington Avenue at LANDLORD'S discretion.

4. SIGNAGE

TENANT shall have the right to install a lit sign above the retail door located at 61 Washington Ave. The costs of design, fabrication, permitting, and installation of said signage shall be TENANT'S sole responsibility. Such sign shall comply with all applicable ordinances and codes. TENANT shall remove the sign and restore any damage to the building resulting from such removal at the expiration or termination of this Lease.

5. TERM

The term of this lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on October 1, 2017 (the "Commencement Date") and expiring on September 30, 2022. "Lease year" shall be the twelve-month period commencing on the Commencement Date and each subsequent twelve-month period thereafter during the initial term and renewal term (if any).

6. RENT

Commencing on February 1, 2018 (a/k/a the "Rent Commencement Date") TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1	$49,650.00	$4,137.50
2	$51,139.00	$4,261.58
3	$52,673.00	$4,389.42
4	$54,254.00	$4,521.17
5	$55,881.00	$4,656.75

payable in advance in equal monthly installments, without any offset or deduction whatsoever, on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD at the address provided above or to such agent and at such place as LANDLORD shall from time to time in writing designate. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges within 5 (five) business days of the due date, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4.0%) of the amount due LANDLORD each month in addition to the rent then due.

'. RENEWAL OPTION

So long as TENANT is not in default as of the time of exercise, TENANT shall have the option to renew this Lease for two (2) successive renewal terms of five (5) years duration each. In order to exercise each of TENANT'S renewal option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the then-current term, such renewal to be upon the same terms and conditions set forth in this Lease except that TENANT shall have no further renewal options and except for base rent which shall be as follows:

The base rent payable by Tenant during the renewal terms shall be the following:

1st Renewal Term	Annual Base Rent	Monthly Rent
1	$57,557.43	$4,796.45

2	$59,284.15	$4,940.35
3	$61,062.68	$5,088.56
4	$62,894.56	$5,241.21
5	$64,781.39	$5,398.45

2nd Renewal Term	Annual Base Rent	Monthly Rent
1	$66,274.84	$5,560.40
2	$68,726.58	$5,727.22
3	$70,788.38	$5,899.03
4	$72,912.03	$6,076.00
5	$75,099.39	$6,258.28

CITY OF PORTLAND, MAINE RESURGAM
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In the event that TENANT fails to notify LANDLORD as provided under this Article, time being of the essence, the renewal option shall be deemed not to have been exercised.

8. SECURITY DEPOSIT

LANDLORD is in possession of One Thousand Three Hundred and Twenty dollars ($1320.00) from TENANT, which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

9. RENT ADJUSTMENT

A. TAXES

Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with this Article, the higher of (i) three point two five percent (3.25%) of all real estate taxes, special district taxes, and all betterments assessments on the land and buildings of which the leased premises are a part ("Taxes") or (ii) one hundred percent (100.00%) of the Taxes assessed against the leased premises, if the leased premises is assessed by the City of Portland as a separate tax lot, in either case in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

B. OPERATING COSTS

Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with this Article, two point five percent (2.5%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e., as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water, sewer, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services including pest and rodent control; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping, and grounds care; (vi) all other costs of the management of the building, including, without limitation, property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance, and management of the building by LANDLORD. Operating expenses also shall include one hundred percent (100.00%) of the Condominium common expense assessments assessed to the leased premises, except for any component thereof which is (i) a special assessment for capital repair or replacement or for the funding of reserves for such capital repair or replacement or (ii) entirely duplicative of other operating expenses listed above in this paragraph. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses (as described in subparagraphs A and B above) for the then-current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S projected real estate taxes and operating expenses for the current year. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses and also showing TENANT'S share of the same. Such statement shall be deemed accurate by TENANT unless LANDLORD receives written objection thereto from TENANT within sixty (60) days of receipt by TENANT of such statement. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated additional rent.

10. UTILITIES

Commencing upon the execution of this Lease, TENANT shall pay, as they become due, all bills for electricity, water, sewer, natural gas, and other utilities are furnished to or used in the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be

subject to the written consent of LANDLORD, which consent shall not be unreasonably withheld.

CITY OF PORTLAND, MAINE RESURGAM
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11. USE OF LEASED PREMISES

TENANT shall use the leased premises only for the purpose of a retail store and restaurant. LANDl representations to TENANT regarding whether or not such use is allowed under applicable regulations, ordinances or codes.

12. COMPLIANCE WITH CONDOMINIUM DOCUEMNTS AND LAWS

TENANT acknowledges that the leased premises is a condominium unit within the Nissen Building TENANT acknowledges that it has been provided with copies of the Declaration of Condominium, the Bylaws of the Nissen Building Condominium Association, and any condominium rules and regulations adopted by the Association, and TENANT confirms that this Lease is subordinate and subject to the to all the agreements, covenants and restrictions contained therein, as the same may be amended from time to time.

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) no auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased 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; (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors; and (v) TENANT shall comply with the Declaration of Condominium, the Bylaws of the Nissen Building Condominium Association (the "Association") and rules and regulations adopted by the Association. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANTS use thereof required by law or any public authority, including without limitation the Americans with Disabilities Act, as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

13. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Tenant shall be responsible for all costs for pest and rodent control in their premises. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGTIONS

LANDLORD agrees to use reasonable efforts to cause the Association to maintain and repair the roof, exterior walls, and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire, and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents, or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor. TENANT acknowledges that LANDLORD holds only one vote in the Association with respect to the leased premises and therefore LANDLORD'S ability to influence the decisions of the Association with respect to the maintenance of the common elements of the Condominium is limited.

14. ALTERATIONS-ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space of for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall be responsible, at its sole cost, for obtaining the consent of the Association for any alteration proposed by TENANT which requires the consent of the Association; the receipt of consent from the Association shall not relieve TENANT the requirement to obtain LANDLORD'S consent as provided in this Article. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

15. ASSIGNMENT-SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the transfer of a controlling interest of stock of a corporate tenant, transfer of a controlling membership interest in a LLC tenant, or the change of a general partner of a partnership tenant shall constitute an assignment of this Lease.

RESURGAM CITY OF PORTLAND, MAINE
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16. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other in nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the lease part and TENANT agrees to attorn to and recognize any holder of such mortgage or instrument or the leased premises as LANDLORD for the balance of the lease term, the foregoing agreer operating. TENANT shall, when requested, at any time and from time to time within five (5) written request of LANDLORD or any mortgagee execute and deliver such written instruments in to LANDLORD and/or such mortgagee as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, and such agreement may if required by the mortgagee or purchaser contain the agreement not to pre-pay rent more than thirty (30) days in advance, to provide the mortgagee or purchaser with notice of and reasonable opportunity to cure any defaults by LANDLORD, and not to amend, modify or cancel this Lease without the mortgagee's or purchaser's written consent, and agreeing to recognize such mortgagee or purchaser as having the rights of LANDLORD and to attorn to and recognize said holder or other person if requested. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee an agreement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default without notice and cure period. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

17. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD or the Association may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD or the Association may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials, or flagpoles, or the like, not consented to by LANDLORD in writing or installed in violation of the condominium documents, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the nine (9) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within nine (9) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting the leased premises and to keep the same so affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any part of the building, including the leased premises, a notice for selling the building and to keep the same so affixed without hindrance or molestation. LANDLORD agrees in exercising its access rights in this Article to use reasonable efforts not to disturb TENANT'S business in the leased premises.

18. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT agrees not to assert any immunity under workers' compensation laws as a defense to the enforcement of the foregoing indemnity. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company, nor the Association shall be liable for, and TENANT hereby releases them from all claims for, any injuries or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

19. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT, LANDLORD and the Association, as their interests appear, with commercial general liability insurance coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars ($2,000,000.00) combined single limit with deductibles of not more than $5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without material charge. TENANT shall deposit with LANDLORD certificates for such insurance, or copies of the insurance policies if requested by LANDLORD, at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

20. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to

CITY OF PORTLAND, MAINE RESURGAM
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Inspections Division
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terminate this Lease, a just and proportionate abatement of rent shall be made until the leased pr case of a partial taking what may remain thereof, shall have been put in proper condition for use LANDLORD reserves and excepts all rights to damages to the leased premises and building a hereby created, accrued, or subsequently accruing by reason of anything lawfully done in pursuan or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT damages and covenants to execute and deliver such further instruments of assignment thereof as L from time to time request. LANDLORD shall give TENANT notice of its decision to termina restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use and further shall be limited to the extent that the Association is responsible for adjusting the claim with the insurer and for undertaking the restoration of the damage to the common elements of the Condominium.

21. DEFAULT AND BANKRUPTCY

In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified within five (5) business days of when due; or

(b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) business days after written notice thereof or such additional time as is necessary provided that TENANT promptly commences cure and diligently pursues the same to completion but in no event longer than twenty (20) business days from LANDLORD'S notice; or

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

(d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law; or

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant. TENANT shall reimburse LANDLORD for all legal fees incurred in the enforcement or attempted enforcement of this Lease, regardless of whether or not such fees are incurred prior to or in connection with legal action and including without limitation legal fees incurred by LANDLORD to participate, monitor or intervene in any bankruptcy proceeding involving TENANT.

In addition to and not in derogation of any and all remedies of LANDLORD hereunder or at law or in equity, if TENANT shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, LANDLORD may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of LANDLORD'S other remedies hereunder, at any time thereafter, cure such default for the account of TENANT, and TENANT agrees to reimburse LANDLORD for any amount paid by LANDLORD in so doing (including without limit reasonable attorneys' fees) as additional rent and save LANDLORD harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor.

22. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

23. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto, including all lighting and all built in furniture and cabinetry, in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by

CITY OF PORTLAND, MAINE RESURGAM
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such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing p to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shal claims and rights in such goods and chattels as against LANDLORD or those claiming by, t LANDLORD.

24. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materi including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENA employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the 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 records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

25. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for punitive, indirect or consequential damages. Under no circumstance shall LANDLORD'S manager, members, directors, officers, shareholders, or partners have any personal liability under this Lease or in connection with the leased premises.

26. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

27. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

28. SUCCESSORS AND ASSIGNS

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

29. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to one and one-half (1.5) times the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

30. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein

and no prior agreements or understandings, written or oral, shall be effective for any purpose. No
Lease may be modified or altered except by agreement in writing between LANDLORD and TEN
or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the pr
The parties obligations under this Lease are independent. This Lease shall be governed ex
provisions hereof and by the laws of the State of Maine. The headings herein contained are for c
and shall not be considered a part of this Lease.

CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

31. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker other than NAI Dunham Group, finder or similar person concerning the leasing of the leased premises. In the event of any brokerage claims against LANDLORD by other brokers contacted by TENANT, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.

32. JURY TRIAL WAIVER

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

33.ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a form satisfactory to LANDLORD and/or such mortgagee, a written statement: (i) ratifying this lease; (ii) confirming the commencement and expiration dates of the term of this lease; (iii) certifying that TENANT is in occupancy of the leased premises, and that the lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this lease and there are no defenses or offsets against the enforcement of this lease by LANDLORD, or stating the defaults and/or defenses claimed by TENANT; (vi) reciting the amount of advance rent, if any, paid by TENANT and the date to which such rent has been paid, and agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default without notice and cure period.

33. LANDLORD'S AND TENANT'S WORK

TENANT is leasing the leased premises in its AS IS condition and TENANT acknowledges and agrees that LANDLORD is performing no fit-up work to the leased premises. LANDLORD will at LANDLORD'S expense correct the floor drainage problem in the kitchen either by installing additional drains or pouring a new floor.

TENANT shall be responsible for, at its sole cost and expense, all interior modifications and alterations to leased premises as are necessary or proper for the operation of TENANT'S business, including without limitation the installation, maintenance and removal of any telephone, telecommunications and network cabling in the leased premises. All of TENANT'S Work shall be subject to prior review and prior written approval of LANDLORD; TENANT'S Work shall be performed (i) in a good and first-class workmanlike manner and (ii) in accordance with all applicable laws, regulations, codes, and ordinances and in accordance with the terms of this Lease and the Condominium documents.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: Cotton Street Holdings LLC

Dated: _____, 2017

By: _____
Jeremy T. Harris
Its duly authorized Manager

TENANT: Maine & Loire LLC

Dated: 10/12, 2017

By: _____
Orenda G. Hale
Its Manager

GUARANTY OF LEASE

CITY OF PORTLAND, MAINE · RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

For value received, and in consideration for, and as an inducement to LANDLORD to enter into a certain Commercial Lease dated on or about the date hereof with Maine & Loire, LLC ("TENANT") for certain retail space in the building located at 75 Avenue, Portland, Maine (the "Lease"), Orenda Hale and Peter Hale ("GUARANTOR") do unconditionally guaranty to LANI complete and due performance of each and every agreement, covenant, term, and condition of the Lease to be performed by including without limitation the full and punctual payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of GUARANTOR shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, amendment, modification, or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, amendment, modification or extension, consent, or notice, GUARANTOR not being required to be notified in any event. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT or any other guarantor. GUARANTOR hereby waives notice of acceptance of this Guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guarantorship defenses generally. Failure of LANDLORD to insist upon strict performance or observance of any of the terms, provisions, or covenants of the Lease and/or this Guaranty or to exercise any right therein contained shall not be construed as a waiver or relinquishment or the failure of any such term, provisions, covenant, or rights, and the same shall continue and remain in full force and effect. Receipt by LANDLORD of rent with knowledge of the breach of any provision of the Lease and/or this Guaranty shall not be deemed a waiver of such breach. Further, GUARANTOR covenants and agree that it shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected: (a) by the acceptance by LANDLORD of any security for the punctual and full payment of said rent or the punctual and full performance and observance of said TENANT obligations, or the release, surrender, substitution, or modification of any security from time to time held by LANDLORD, or by any act or omission to act by LANDLORD with respect to any such security; or (b) by any other matter whatsoever whereby GUARANTOR would or might be released, it being the intent hereof that GUARANTOR shall at all times be and remain jointly and severally liable with TENANT to LANDLORD for the performance of all the terms, conditions, and provisions in the Lease contained on the part of the TENANT to be performed. The liability of GUARANTOR hereunder shall in no way be affected by: (a) the release or discharge of TENANT or any other guarantor or by any creditors' receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of TENANT, or the estate of the TENANT in bankruptcy, or any remedy for the enforcement of TENANT'S liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy or insolvency law, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or the transfer of the Lease or any interest therein by TENANT; (e) any disability or other defense of TENANT; or (f) the cessation from any cause whatsoever of the liability of TENANT. This GUARANTY shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, without application of the choice of laws principles. GUARANTOR consents to the personal and subject matter jurisdiction of the United States Federal courts located in the State of Maine and the Maine State Courts located in Cumberland County Maine for the enforcement of or any dispute or matter arising under this GUARANTY. NOTWITHSTANDING ANYTHING IN THIS GUARANTY TO THE CONTRARY, GUARANTOR, FOR HIMSELF AND HIS HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS GUARANTY. GUARANTOR further agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by LANDLORD in the enforcement of this Guaranty. GUARANTOR hereby agrees that if any of their obligations hereunder shall be held to be unenforceable, the remainder of this Guaranty and its application to all obligations other than those held unenforceable, shall not be affected thereby and shall remain in full force and effect. All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

Dated: ~~November~~ OCT 12, 2017

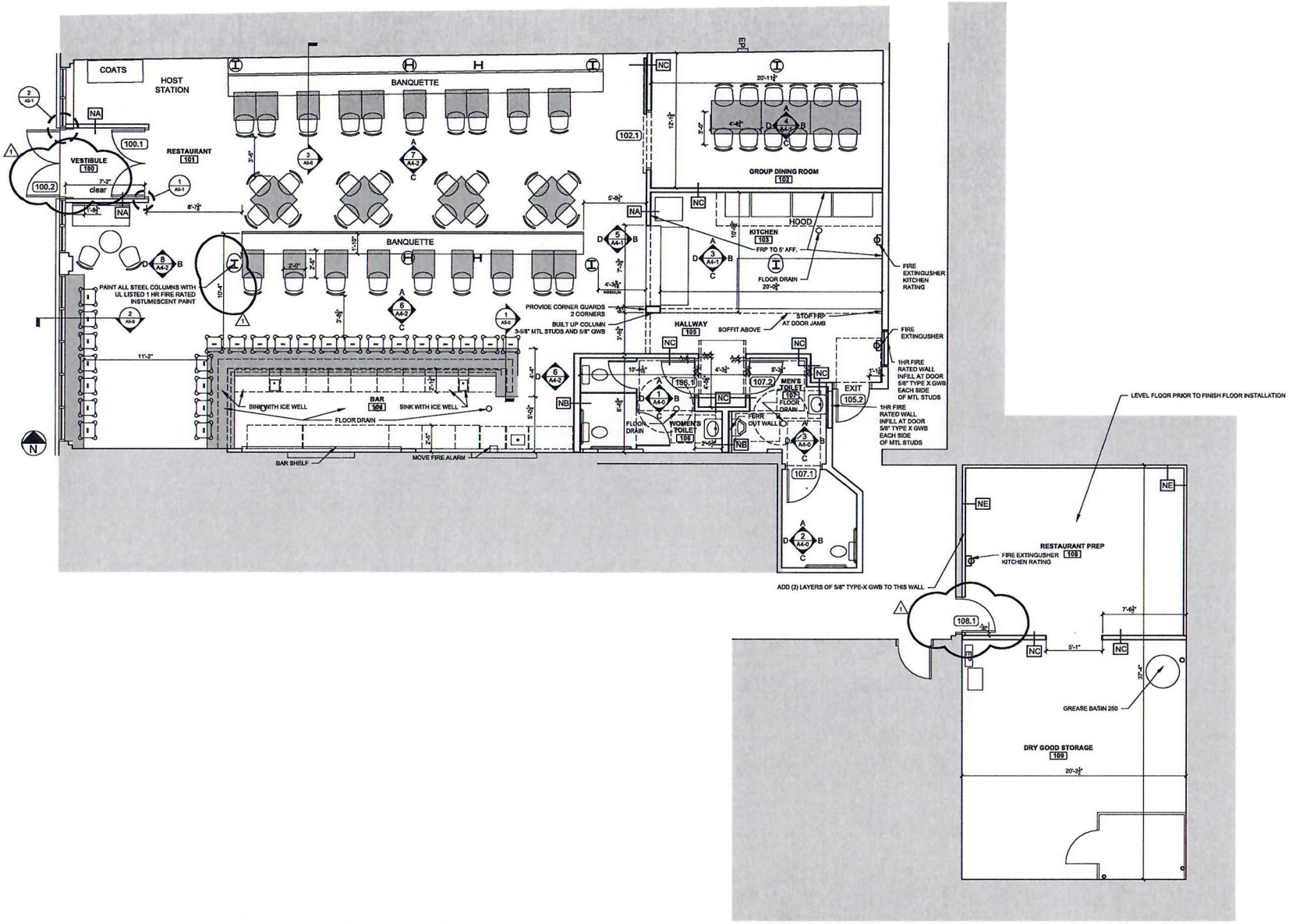
WITNESS:

Orenda G. Hale, Individually

Peter Hale, Individually

Exhibit A- Floor Plan

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17



© 2015 RYAN SENATORE ARCHITECTURE

RESTAURANT FIT-UP

75 WASHINGTON AVENUE
PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
565 CONGRESS STREET
SUITE 304
PORTLAND, MAINE 04101
207-650-6414
senatorearchitecture.com

CONSULTANTS:

REVISIONS:
1 REVISION #1 - 04/02/15
2 REVISION #2 - 04/07/15

DATE:	APRIL 3, 2015
PROJECT No.	1437
DRAWN BY:	
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
FLOOR PLAN

A1-1

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

Exhibit B- Parking

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

EXHIBIT B

GENERAL NOTES:

1. WATER UTILITIES: 8" PARENT SERVICE TAPPING SLEEVE TO BE A LEAST 3' EDGE TO EDGE FROM EXISTING FIRE HYDRANT TEE AND MAIN LINE VALVE. ALL SLIP JOINTS ON THE SERVICE LINE SHALL BE FIELD LOK GASKETS. FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN EXISTING WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
2. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD, METER LOCATION, AND TRANSFORMER SIZE TO BE DEFINED BY M.E.P. ENGINEER; FINAL TRANSFORMATION PAD LOCATION NOT TO IMPACT NEW POLE GUY WIRE. FINAL UTILITY POLE LOCATION TO BE DETERMINED WITH COORDINATION AND APPROVAL FROM CMP. TELEPHONE/CABLE SERVICES TO BYPASS TRANSFORMER; M.E.P. TO FINALIZE ALL NEW SERVICE CONNECTIONS TO THE BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
3. SEWER UTILITIES: CONTRACTOR TO CONFIRM EXACT LOCATION OF EXISTING DOMESTIC SERVICE. EXISTING SERVICE TO REMAIN AND BE USED FOR ROOF DRAIN RUNOFF CONVEYANCE. PROPOSED SEWER SERVICE TO BE INSTALLED A MIN 10' FROM ROOF DRAIN. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF FIELD CONDITIONS FROM INVERT VARY FROM DESIGN.
4. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER COMMUNICATIONS AND FAIRPOINT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE.

MINIMUM HORIZONTAL UTILITY SEPARATION

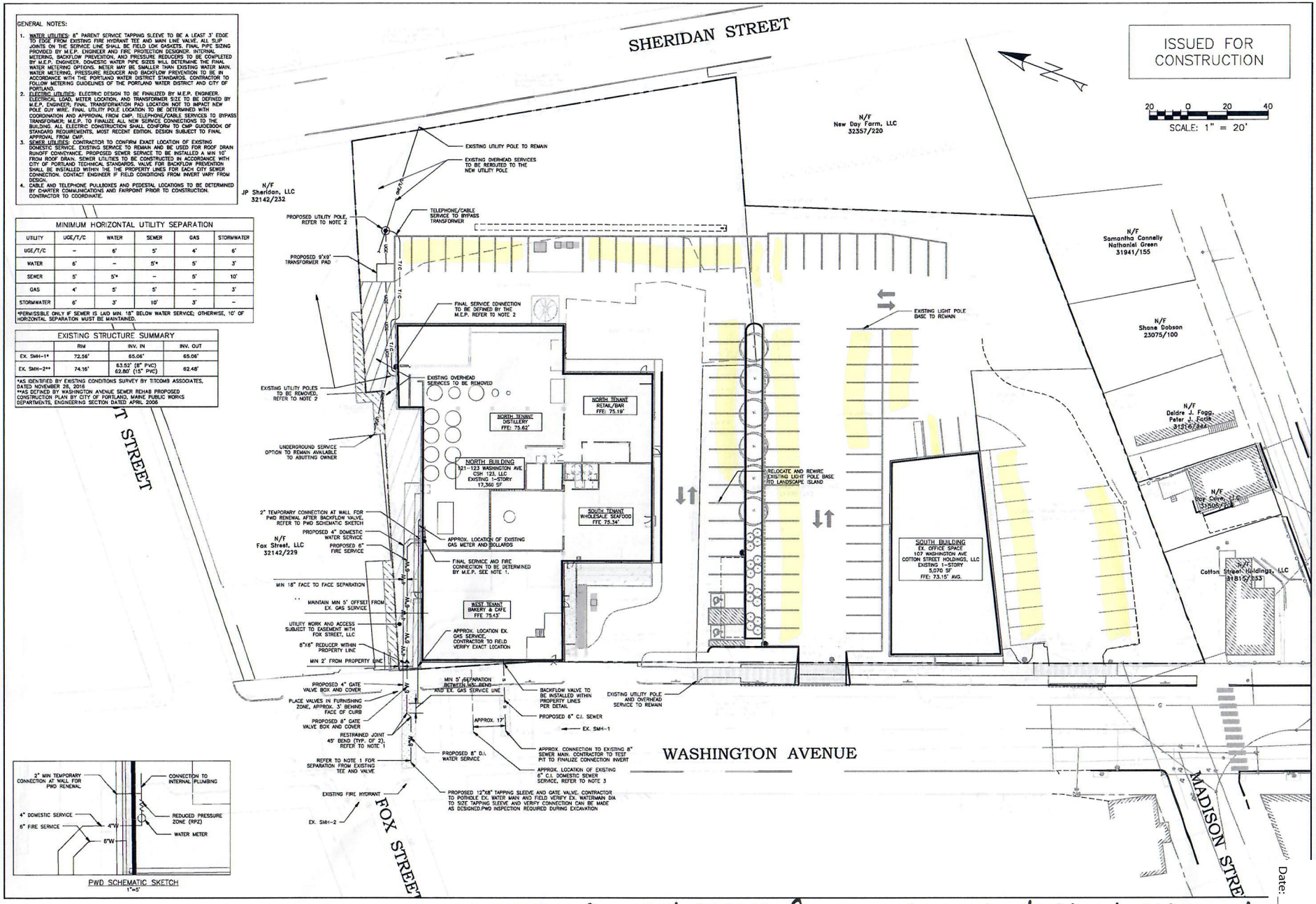
UTILITY	UGE/T/C	WATER	SEWER	GAS	STORMWATER
UGE/T/C	–	6'	5'	4'	6'
WATER	6'	–	5'*	5'	3'
SEWER	5'	5'*	–	5'	10'
GAS	4'	5'	5'	–	3'
STORMWATER	6'	3'	10'	3'	–

*PERMISSIBLE ONLY IF SEWER IS LAID MIN. 18" BELOW WATER SERVICE; OTHERWISE, 10' OF HORIZONTAL SEPARATION MUST BE MAINTAINED.

EXISTING STRUCTURE SUMMARY

	RIM	INV. IN	INV. OUT
EX. SMH-1*	72.56'	65.06'	65.06'
EX. SMH-2**	74.16'	63.52' (8" PVC) 62.80' (15" PVC)	62.48'

*AS IDENTIFIED BY EXISTING CONDITIONS SURVEY BY TITCOMB ASSOCIATES, DATED NOVEMBER 26, 2016
**AS DEFINED BY WASHINGTON AVENUE SEWER REHAB PROPOSED CONSTRUCTION PLAN BY CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENTS, ENGINEERING SECTION DATED APRIL 2006



ISSUED FOR	BY	DATE
COMMENT RESPONSE	BHS	8/18/17
BUILDING PERMIT	WHS	8/31/17
BIDDING	WHS	9/01/17
CONSTRUCTION	BHS	9/18/17

DRAWING NAME: UTILITY PLAN

PROJECT NAME: WASHINGTON AVE. PARKING LOT REDEVELOPMENT

CLIENT: CSH 123, LLC
75 WASHINGTON AVE, SUITE 211, PORTLAND, MAINE 04101

ACORN ENGINEERING

ACORN ENGINEERING, INC.
158 DANFORTH ST, PORTLAND MAINE 04102
(207) 772-2893

THIS PLAN SHALL NOT BE COPIED WITHOUT WRITTEN STANDARDS OF ACORN ENGINEERING, INC. ANY ALTERATIONS, REPRODUCTIONS OR REVISIONS MUST BE APPROVED BY ACORN ENGINEERING, INC.

FILE:	1076_CIVIL
JN:	1076
SCALE:	1"=20'
DESIGNED BY:	WHS
DRAWN BY:	OJD
CHECKED BY:	WHS

DRAWING NO.

= General Access for Tenants only during business ho
and customers on weekends and evenings

Date: 11/30/17

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

CITY OF PORTLAND, MAINE

Exhibit C

CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

Restaurant Rider

Notwithstanding the terms set forth in that certain Commercial Lease (the "Lease") by and betwe Street Holdings LLC, as LANDLORD, and Maine and Loire, LLC, as TENANT, dated October _____, 2017, for leased premises located at 75 Washington Avenue Suites 1C and 1D, Portland, Cumberland County, Maine, the terms and conditions set forth in this rider (the "Rider") shall supplement the terms set forth in the Lease. In the event of any conflict between the terms set forth in the Lease and those set forth in this Rider, this Rider shall govern.

1. Additional Covenants and Agreements of TENANT. TENANT covenants and agrees as follows:

(a) To pay for all water consumed on the leased premises, the cost of which water (and TENANT'S sewer usage) shall be separately metered at LANDLORD'S election and at TENANT'S sole cost and expense, the cost of which, not to exceed One Thousand Two Hundred Dollars ($1,200.00), shall be reimbursed to LANDLORD by TENANT within ten (10) days of delivery of an invoice therefor. If water usage is not separately metered, TENANT'S water and sewer costs shall be determined by LANDLORD. The parties acknowledge that the costs of TENANT'S actual water consumption are substantially greater than its pro-rata share of water costs for the building due to TENANT'S use of the leased premises as a restaurant.

(b) To maintain the strictest standards of cleanliness within the leased premises, such that the leased premises shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors, and Pests (as hereinafter defined).

(c) To have conducted quarterly, or with such greater frequency as circumstances may require, inspections of the leased premises for the presence in, on, under, or within the leased premises of any insects, rodents, vermin or other pests (collectively, "Pests"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests, TENANT shall immediately cause the extermination of the same, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during or after the term of the Lease, Pests shall be detected in any portion of the building other than the leased premises, and the presence thereof shall be related directly or indirectly to the conduct of TENANT'S business upon the leased premises, the removal and extermination of such Pests shall be performed at TENANT'S expense.

(d) To pay to LANDLORD, as additional rent, on demand, the entire amount (and not a pro rata share) of any increase in the rate of insurance on the building attributable to the operation of TENANT'S restaurant business (as opposed to a store engaged in the retail sale of goods and merchandise or an office) within the leased premises.

(e) To store all trash and refuse in sealed containers inside the leased premises or within an outside dumpster or similar garbage storage unit that may be provided by LANDLORD in the LANDLORD'S sole discretion. Said dumpster or other unit shall be kept in a location specified by LANDLORD, and TENANT shall pay to LANDLORD a monthly fee for use of the dumpster or other unit, which fee shall be determined in LANDLORD'S sole discretion based on TENANT'S proportionate use of the dumpster or other unit in relation to other tenants of the building. In the event TENANT fails to comply with the foregoing terms and conditions, LANDLORD shall have the right to terminate TENANT'S use of said dumpster or other unit, in addition to all other rights and remedies of LANDLORD for breach of the Lease. In the event TENANT elects not to use a dumpster or similar garbage storage unit provided by LANDLORD or TENANT'S use of said dumpster or other unit is terminated by LANDLORD, TENANT shall provide, at its sole cost and expense, for the prompt and regular removal of all trash and refuse from the leased premises.

(f) TENANT shall at all times sweep, pick up and properly dispose of cigarette butts and other trash from the Washington Avenue sidewalk abutting the leased premises and the southern side of the building (near the side door to the leased premises) each night as part of its closing procedure, except when snow accumulation makes such sweeping and pick up not reasonably feasible, in which case TENANT shall perform such sweeping and clean up when such snow accumulation abates so as to make such clean up reasonably feasible. TENANT shall not leave garbage bags, equipment, debris or trash outside of the side door of the leased premises and shall not leave trash or

trash bags near the aforementioned dumpster or similar garbage storage unit and shall close and lock the the dumpster or other unit after using the same.

CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/30/17

(g) To dispose of all grease in a safe and sanitary manner that shall not result in any damage, cloggin harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the leased premises or and to have the grease trap cleaned at least quarterly.

(h) To regularly clean any ventilation system ducts and roof or wall vents used by the leased premises, such that there shall be no accumulation of grease or oil within such ducts or upon the walls or roof of the leased premises or adjoining portions of the building, and to clean and restore, at TENANT'S sole cost and expense, any surfaces on which any such accumulation does occur.

(i) To keep the leased premises in the strictest compliance with all applicable building and fire codes and regulations, and to keep upon the leased premises appropriate fire detection and extinguishment equipment and appliances in good working condition.

(j) To not play nor allow the playing of music within the leased premises prior to 5:00 p.m. on any day if such music is audible outside of the leased premises. A formal complaint to LANDLORD by any tenant in the building or occupant of buildings surrounding the leased premises shall be deemed to be sufficient evidence that music played in the leased premises is audible from outside of the leased premises.

(k) To not leave the common hallway entry door to the building open or ajar, except during deliveries through such door and then only for the period of time necessary to make such deliveries.

In the event that TENANT defaults its obligations in paragraphs (b), (f), (j) and (k) above, LANDLORD shall provide TENANT with written notice of any such default identifying the nature of the default and generally describing LANDLORD'S evidence of such default; LANDLORD shall be entitled to terminate the Lease and pursue its rights and remedies under Section 19 of the Lease and under law without any further notice or cure period if LANDLORD has delivered to TENANT three (3) such default notices in any twelve (12) month period.

2. HVAC Systems. LANDLORD agrees that during the term of the Lease it will keep in good condition and repair, at TENANT'S sole cost and expense, all heating, air conditioning and ventilation systems and equipment serving exclusively the leased premises, and LANDLORD shall have responsibility for arranging for the upkeep, maintenance and replacement of such systems and equipment.

3. Indemnity. In addition to, and not in substitution for any indemnities set forth in the Lease, TENANT agrees to hold harmless and indemnify LANDLORD from and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which arise in the event that TENANT, or its employees or contractors, fail to comply with any of the provisions contained in this Rider. TENANT agrees not to assert any immunity available under workers' compensation laws as a defense to the enforcement of the foregoing indemnity. The terms of this Section 3 shall expressly survive the expiration or earlier termination of the Lease as modified hereby.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: Cotton Street Holdings LLC

Dated: 10/12/2017

By: _____
Jeremy T. Harris
Its duly authorized Manager

TENANT: Maine and Loire, LLC

Dated: 10/12/17

By: _____
Orenda Hale
Its duly authorized Manager