

**COMMERCIAL LEASE  
BETWEEN SLAB LLC AND 25 PREBLE STREET, LLC**

1. PARTIES 25 Preble Street, LLC, with a mailing address of P.O. Box 535, Buxton, Maine 04093, ("LANDLORD"), hereby leases to Slab LLC, with a mailing address of 25 Preble Street, Portland, ME 04101, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. DEMISED PREMISES The premises (the "Premises") are deemed to contain 3,261 square feet and are located at 25 Preble Street, Portland, ME 04101 as depicted on the floor plan attached hereto as Schedule A, together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased Premises and lavatories nearest thereto. The leased Premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased Premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased Premises and is satisfied with the results thereof.

3. PATIO AREA LANDLORD approves the use of the 3,424 square foot outside patio area depicted on Schedule B at no additional charge other than what is listed below. TENANT is responsible for verifying the ability to use this space and obtaining any and all necessary licenses and/or permits with the City of Portland. TENANT shall also be responsible for the snow removal of this Patio Area.

4. LEASE TERM The term of this Lease shall be for Ten (10) years and Six (6) months, unless sooner terminated as herein provided, commencing on the date this Lease is fully executed by LANDLORD and TENANT but no later than October 18, 2013 (the "Commencement Date") and ending ten years and six months after the earlier of the Commencement Date as provided above. LANDLORD shall deliver possession of the leased Premises to TENANT as soon as this Lease is fully executed by both the LANDLORD and TENANT; provided, however, that all of TENANT's obligations under this Lease shall commence upon delivery of possession, except for those obligations that expressly commence on the Commencement Date.

5. LEASE RATE Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent ("Base Rent"):

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per SF</u>
0-9 months	\$0.00	\$0.00	\$0.00
10-12 months	\$12,000.00	\$4,000.00	\$14.72
2	\$48,000.00	\$4,000.00	\$14.72
3	\$48,960.00	\$4,080.00	\$15.01
4	\$49,939.20	\$4,161.60	\$15.31
5	\$50,937.98	\$4,244.83	\$15.62
6	\$51,956.74	\$4,329.73	\$15.93
7	\$52,995.88	\$4,416.32	\$16.25
8	\$54,055.80	\$4,504.65	\$16.58
9	\$55,136.91	\$4,594.74	\$16.91
10	\$56,239.65	\$4,686.64	\$17.25
last 6 months	\$28,682.22	\$4,780.37	\$17.59

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said Base 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 or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated P.O. Box 535, Buxton, Maine 04093. If TENANT does not pay Base Rent, supplemental and Additional Rent (as hereafter defined), or other fees and charges when due pursuant to the term of this Lease (collectively "Rent"), 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%) of the amount due LANDLORD each month in addition to the Rent then due.

6. OPTION TERM

So long as TENANT is not in default of this Lease at the time of exercise of TENANT'S renewal option, TENANT shall have the option to renew this Lease for Two (2) terms of Five (5) years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing of its intention to exercise its option nine (9) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

The Base Rent in each of the two Option Terms shall be consistent with the fair rental value of the leased Premises, as determined by mutual agreement between LANDLORD and TENANT within fifteen (15) days after TENANT's exercise of said Option Term. Failing such mutual agreement, to be pursued in good faith by LANDLORD and TENANT, within said time period, the fair rental value shall be determined by real estate professional appraisers and/or brokers familiar with the then current Downtown Portland retail/restaurant market, one to be chosen by LANDLORD, one to be chosen by TENANT, and a third to be selected by the two first chosen. If the two first chosen, without selection and participation of a third appraiser/broker, agree on such fair market value, then no third appraiser/broker needs to be selected.

LANDLORD and TENANT shall each notify the other of its chosen appraiser/broker within five (5) days following the expiration of the aforesaid fifteen (15) day period for their mutual agreement upon fair rent value (which shall be made without consideration of leasehold improvements). Unless such two appraisers shall have reached a unanimous decision within twenty (20) days from said expiration they shall, within the next three (3) days thereafter, select a third appraiser/broker and notify LANDLORD and TENANT thereof. If the first two appraisers/brokers have not reached a unanimous decision and have chosen a third appraiser/broker, the third appraiser/broker shall make a decision within ten (10) days of its selection, and the decision of the third appraiser/broker shall be the final determination of fair market rent value, which shall in turn be the Base Rent during the Option Term. LANDLORD and TENANT shall each bear the expense of the appraiser/broker chosen by it and shall equally bear the expense of the third appraiser/broker (if any).

7. SECURITY DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Four Thousand Dollars (\$4,000.00) (the "Security Deposit"), 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. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

8. RENT ADJUSTMENT

If in any tax year commencing with the fiscal year 2014, the real estate taxes on the land and buildings, of which the leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2014 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Six point Ninety Five percent (6.95%) of such excess 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 excess 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.

A. TAXES

B. OPERATING COSTS

TENANT shall pay to LANDLORD as additional rent ("Additional Rent") hereunder in accordance with subparagraph B of this Article, Six point Ninety Five percent (6.95%) of any increase in operating expenses over those incurred during the calendar year 2014. 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, parking areas, 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, and other utility services and facilities to the Building, excepting, however, water/sewer expenses for the Building not including the leased Premises (TENANT shall be responsible for its use and payment of water/sewer via a submeter/flowmeter, which will be installed at the LANDLORD's expense within thirty (30) days of the execution of the Lease); (ii) all costs of any insurance carried by LANDLORD related to the Building; (iii) all costs for common area cleaning and janitorial services; (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, excepting, however, expenses incurred by LANDLORD that are considered to be capital in nature under the Generally Accepted Accounting Principles (GAAP), which shall be the LANDLORD's sole expense; (v) all costs of snow and ice removal, except, however, that TENANT shall be responsible for snow removal of the patio area which is abutting the leased Premises, and 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. 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. All of TENANT's pro-rata share of Operating Expenses are not to exceed a five percent (5%) increase over the previous year's Operating Costs. TENANT agrees that it's responsible for Building costs associated directly with its business such as hood cleaning services, pest control within the leased Premises (not the routine pest control of the Building as may be provided by the LANDLORD) and anything else specifically related to the TENANT's business operations.

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 such increases in real estate taxes and Operating Expenses 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 such increases in real estate taxes and Operating Expenses for the current year. Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such increases in real estate taxes and Operating Expenses also showing TENANT'S share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. 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 increases.

9. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased Premises and presently (or in the future) separately metered, all bills for fuel furnished to a separate tank servicing the leased Premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased Premises. TENANT shall be responsible for these expenses only once they are separately metered by the LANDLORD as provided in the Landlords Work set forth in this Lease. LANDLORD agrees, at its sole expense, to sub-divide utilities including HVAC, electricity, water/sewer to the leased Premises. LANDLORD represents to TENANT, upon its information and belief, which is further subject to TENANT'S verification of the same, that the HVAC systems in place are in good working order and not in need of servicing. If the HVAC systems are not in good working order and are in need of servicing, as reasonably determined by TENANT then LANDLORD shall make such repairs and/or conduct such maintenance as is reasonably required to bring the same into good working order. Thereafter, TENANT shall maintain a servicing contract for the ongoing cleaning and regular maintenance of the HVAC systems within the leased Premises. LANDLORD also agrees to light passageways and stairways during business hours, and to furnish such common area cleaning service as is customary in similar building in Downtown Portland, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said Building, or to any cause beyond LANDLORD'S control.

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 except as otherwise described within 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 prior written consent of LANDLORD.

10. USE OF LEASED PREMISES

TENANT shall use the leased Premises only for the purpose of a restaurant and bar, and business operations which are incidental thereto. Neither LANDLORD, LANDLORD'S BROKER nor TENANT'S BROKER have made any representations to TENANT regarding the uses of the leased Premises allowed under applicable law or the City of Portland Code of Ordinances, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

11. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased Premises or Building; (ii) no auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased Premises other than (a) normal noise associated with the operation of a restaurant and bar, which shall include outdoor speakers for background music as permitted by the City of Portland, and outdoor entertainment, including live music after 5 p.m., according to the limitations and ordinances of the City of Portland; however, in no event shall the noise emanating from the outdoor speakers or live music reasonably disturb the quiet enjoyment and use of the abutting premises occupied by PowerPay, or its successors, and (b) normal odors associated with the preparation of food and the operation of a restaurant and bar, which such normal odors shall not include (1) garbage, which shall be removed from the leased Premises and deposited into the dumpster (provided for in Article 34 of this Lease) on a daily basis, but not including Sunday's; or (2) grease, which shall be removed from any equipment containing grease traps on a regular basis not to exceed 30 days; (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; and (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. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased Premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the 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 as a result of TENANT'S use or occupancy of the leased 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.



12. MAINTENANCE 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 the leased Premises to keep the leased Premises (including without limitation windows, doors and all systems serving exclusively 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. 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.
- A. TENANT'S OBLIGATIONS
- B. LANDLORD'S OBLIGATIONS LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the Building of which the leased Premises are a part, Building systems not exclusively serving the leased Premises and the common areas, 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.

13. TENANT'S WORK Modifications to the leased Premises by TENANT or TENANT's agent shall be completed at its sole expense and submitted to LANDLORD for its approval prior to commencement of TENANT'S work. TENANT agrees that all work shall be completed in compliance with all applicable State and Municipal building codes and ordinances. TENANT will be performing a complete renovation of the leased Premises for its restaurant operations. TENANT agrees it will not commence TENANT'S work until LANDLORD has provided them with written approval of the build out plans, which shall not be unreasonably delayed or withheld, and any permits required by the State of Maine or City of Portland. Upon LANDLORD'S approval of TENANT'S build out plans, such plans shall be incorporated into this Article 13 evidencing TENANT'S work ("TENANT'S Work").

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 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. Tenant shall be permitted to start TENANT'S Work immediately after the Lease is signed, TENANT'S Work has been approved by LANDLORD, and TENANT has obtained any and all necessary permits from the State of Maine and City of Portland related to TENANT'S Work. TENANT'S Work may begin, subject to the aforementioned covenants, regardless of Landlords Work completion as provided herein.

This Lease is subject to all build out approvals by the City of Portland, State of Maine and LANDLORD that are required by TENANT to operate its business. TENANT shall have ninety (90) days to acquire all approvals and permits to perform TENANT'S Work. If prior to this 90 day period TENANT still has not received all necessary approvals/permits, TENANT and LANDLORD can mutually agree to extend this period in a written agreement or TENANT shall be permitted to terminate this Lease. TENANT shall, in good faith, do all that is necessary to acquire said approvals and permits.

14. LANDLORDS WORK LANDLORD, at LANDLORD'S sole expense, shall provide the following work and shall have LANDLORDS WORK completed within thirty (30) days of the execution of the Lease:

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- Separate all utilities including HVAC, electrical and water/sewer into the leased Premises. It's understood and agreed that the separation of the water/sewer will be completed via a submeter/flowmeter into the leased Premises.
- Install an electrical panel at a location within the leased Premises specified by the TENANT.
- Remove the interior windows located in the back of the space on the lower level and finish off the wall so that it is one continuous wall. Or, and as acceptable to the TENANT and PowerPay (the Tenant occupying the remaining space in this Building at the time of this lease), the windows can be "blacked out".
- Remove the two interior doors entering into PowerPay's space and finish off the walls 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). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in a limited liability company or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

16. SUBORDINATION AND QUIET ENJOYMENT This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased Premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased Premises; provided TENANT covenants that it holds the leased Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased Premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD'S lender.

17. LANDLORD'S ACCESS
- LANDLORD or agents of LANDLORD 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 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 in writing, (ii) to show the leased Premises to prospective purchasers and mortgagees, and (iii) to show the leased Premises to prospective tenants during the Eight (8) months preceding the expiration of this Lease. LANDLORD reserves the right at any time within Three (3) months before the expiration of this Lease to affix to any suitable part of the leased Premises a notice for leasing the leased Premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the leased Premises a notice for selling the leased Premises or property of which the leased Premises are a part and to keep the signage affixed without hindrance or molestation.
18. INDEMNIFICATION AND LIABILITY
- TENANT shall defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, shall indemnify LANDLORD and its members, managers, employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) 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 contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased Premises. 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 (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person 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 leased 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 negligence 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 TENANT or others.
19. TENANT'S LIABILITY INSURANCE
- TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than 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 charge. TENANT shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the reasonable opinion of LANDLORD, or any mortgagee of LANDLORD, the amount of commercial general liability and/or contents and improvements insurance coverage at that time is not adequate. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.
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 terminate this Lease, a just and proportionate abatement of rent shall be made until the leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the leased Premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the 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.



21. DEFAULT AND BANKRUPTCY

In the event that:

- (a) TENANT shall default in the payment of any installment of Rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the 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, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

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 upon mailing to the leased Premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT. Such notice shall be deemed served on the date of hand delivery to the leased Premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. 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, fixtures (including those installed by TENANT including TENANT'S Work), and improvements thereto 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 such removal, and leaving the leased Premises broom clean and tenantable. Notwithstanding the foregoing, TENANT shall have the right, but not the obligation, to remove the equipment identified in Article 24 below. TENANT shall have no claims or rights in the aforesaid goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, such that TENANT shall be deemed to have conveyed such items to LANDLORD.

24. CHATTEL/FIXED ASSETS

TENANT is permitted, but not obligated, to remove all of its refrigeration equipment and hood system, if a hood system is added to the leased Premises, provided that TENANT shall repair any and all damage to the leased Premises caused by such removal.

25. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil (including cooking grease) 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 TENANT shall: (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 shall 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 shall 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 shall further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT shall at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased Premises during the term of this Lease or any extensions thereof, from the leased Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the 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.

26. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the Building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, members, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision 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 and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
27. 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 lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
28. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
29. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
30. HOLDOVER If TENANT fails to vacate the leased Premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for Base Rent, which shall be increased to two (2) times the then-current Base Rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased Premises at the termination of this Lease.
31. JURY TRIAL WAIVER NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
32. MISCELLANEOUS If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. If not otherwise specified herein, the applicable cure period for either TENANT's or LANDLORD's respective defaults is thirty (30) days, unless alternative arrangements have been made in writing between LANDLORD and TENANT.
33. BROKERAGE TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased Premises other than Michael Anderson of Paragon Commercial Real Estate ("TENANT'S BROKER"). LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased Premises other than Tom Moulton of NAI The Dunham Group ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER and TENANT agrees to pay TENANT'S BROKER their respective brokerage fees by separate agreement.



34. OTHER PROVISIONS

It is also understood and agreed that:

**DUMPSTER:** TENANT shall be permitted to place a dumpster in the outside rear of the Building at a location mutually acceptable to the LANDLORD and TENANT.

**SIGNAGE:** Signage on the Building shall be permitted, subject to the prior written approval of design and location(s) by LANDLORD prior to installation and expressly subject to any standards in use at the property. Such approval shall not be unreasonably withheld or delayed. TENANT is solely responsible for obtaining all City of Portland approvals for signage.

**PARKING:** TENANT shall be permitted to park cars in the rear of the Building at no additional cost during the construction phase (i.e., Lease Year 1, Months 0-6) of the Lease.

**STORAGE:** TENANT shall be permitted to place a secured storage area/container in the outside rear of the Demised Premises. The location, size and design of the storage facility shall be mutually agreed upon by TENANT and LANDLORD.

**LEASE RIDER:** This Lease shall be supplemented by a Restaurant Rider attached hereto as Exhibit A.

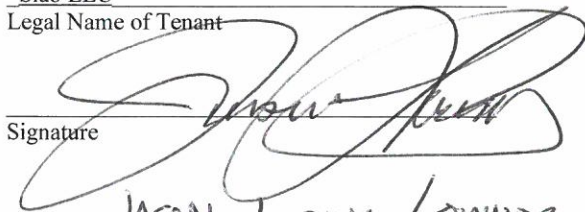
DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 24 day of October, 2013.

TENANT:

LANDLORD:

Slab LLC  
Legal Name of Tenant



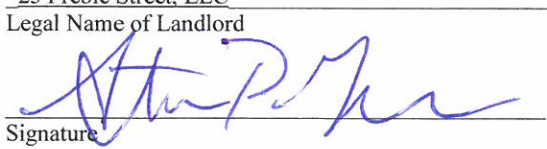
Signature

JASON LORING / OWNER  
NAME/TITLE



Witness to Tenant

25 Preble Street, LLC  
Legal Name of Landlord



Signature

Stephen Cordova  
NAME/TITLE mem-ungo



Witness to Landlord

PERSONAL GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Slab LLC (TENANT), Jason Loring, Matthew Moran, Tobey Moulton and Stephen Lanzalotta (collectively "GUARANTOR") do hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all Rent and other sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. The Personal Guaranty is effective upon an event of default which goes uncured during any applicable cure period as provided herein this Lease and shall continue for a twelve (12) month period following said event of default. If TENANT is still in default after the twelfth month and yet the GUARANTOR has abided by the terms of this Lease, and this Personal Guaranty and cured such defaults, then to this Personal Guaranty shall have been met and shall become null and void. This Personal Guaranty shall be valid only for the initial term of this lease and shall not be applicable to any Option Terms as provided herein. 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. 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.



IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 24 day of October, 2013.

GUARANTORS:

Jason Loring  
Legal Name of Guarantor

[Signature]  
Signature

OWNER  
TITLE

[Signature]  
Witness to Guarantor

Matthew Moran  
Legal Name of Guarantor

[Signature]  
Signature

OWNER  
TITLE

[Signature]  
Witness to Guarantor

Tobey Moulton  
Legal Name of Guarantor

[Signature]  
Signature

OWNER  
TITLE

[Signature]  
Witness to Guarantor

Stephen Lanzalotta  
Legal Name of Guarantor

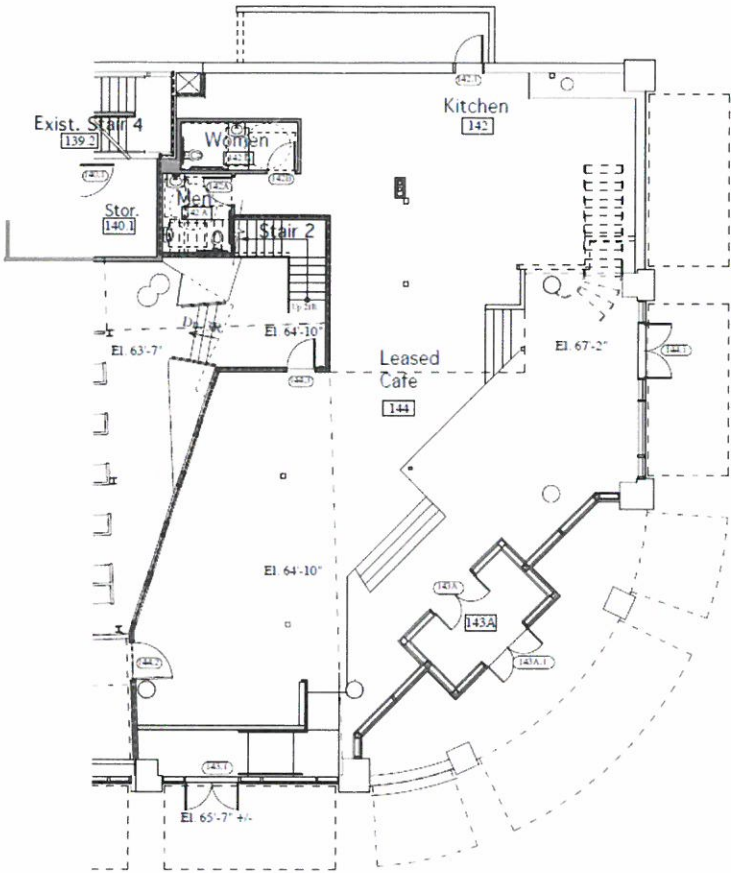
[Signature]  
Signature

Owner  
TITLE

[Signature]  
Witness to Guarantor

# SCHEDULE A

## LEASED PREMISES



INTERIOR AREA OF TOTAL LEASABLE SPACE = (to inside face of wall) = 2,883 S.F.

INTERIOR AREA OF VESTIBULE (to inside face of wall) = 118 S.F.

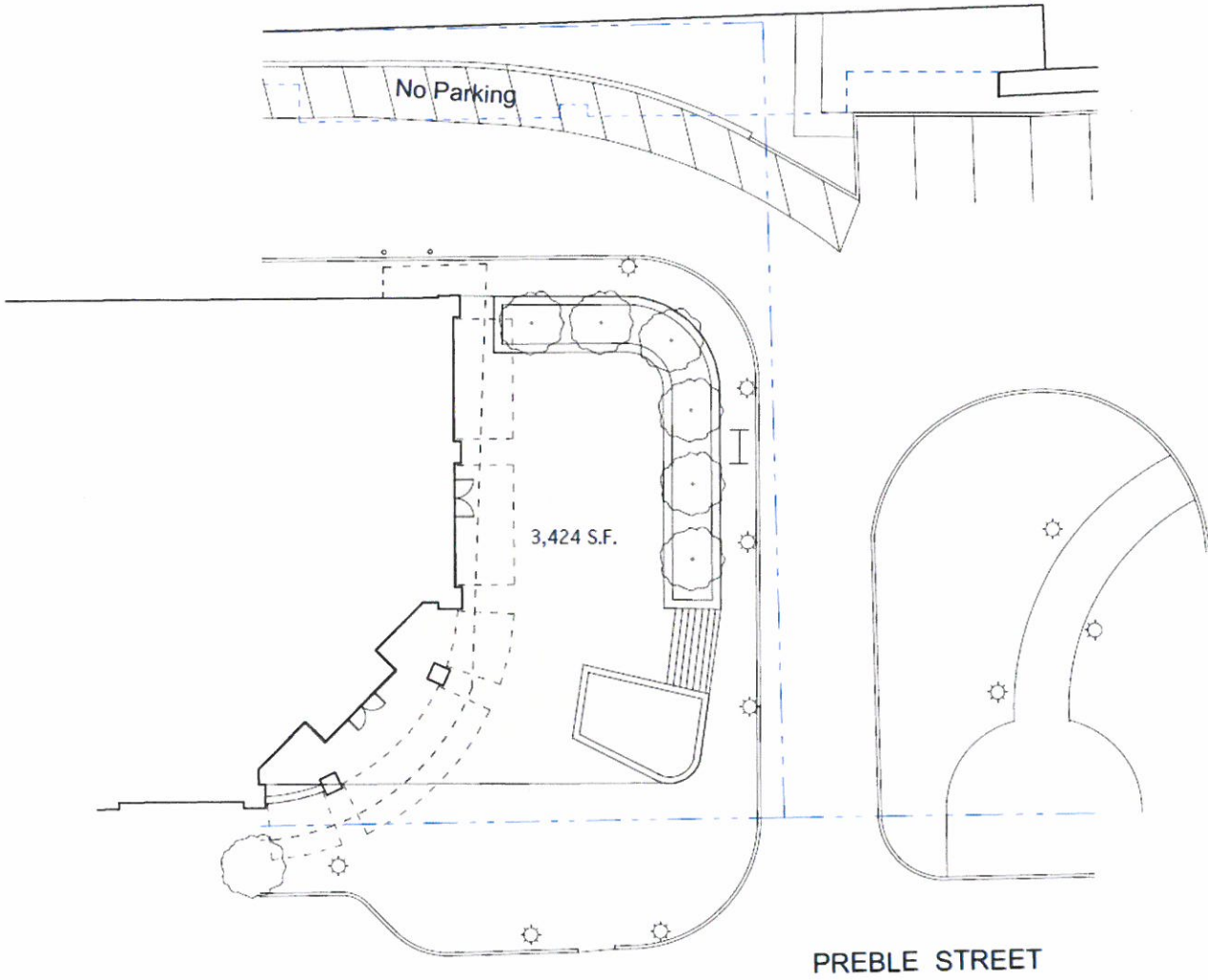
AREA OF TOTAL LEASABLE SPACE = (to centerline of demising walls and outside face of exterior walls) = 3,261 S.F.

Scale: 3/32" = 1'-0"



**SCHEDULE B**

**OUTSIDE PATIO AREA**



**EXHIBIT A**  
**RESTAURANT RIDER**

Notwithstanding the terms set forth in certain Commercial Lease (the "Lease") by and between 25 Preble Street, LLC, as Landlord, and Slab LLC, as Tenant dated October \_\_\_\_, 2013, for leased Premises located at 25 Preble Street, 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, the latter shall govern. Capitalized terms set forth in this Rider shall have the same meaning as set forth in the Lease.

Tenant hereby further covenants and agrees with Landlord as follows:

1. To maintain the strictest standards of cleanliness within the leased Premises and of all equipment and fixtures such that the leased Premises and such equipment and fixtures shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors (including any odors which are an annoyance to other occupants of the Building), and Pests (as hereinafter defined). Tenant shall clean out grease traps on a regular basis not to exceed 30 days, and provide Landlord, when requested, evidence of such cleaning (or servicing) of grease traps. Tenant shall not use or allow the use of any candles in the lease Premises unless the flame from such candle is contained within glass.
2. To have conducted bi-annually, 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.
3. 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 solely attributable to the operation of Tenant's restaurant and bar business (as opposed to the existing commercial use) within the leased Premises.
4. To store all trash and refuse in sealed containers inside the leased Premises and to provide for daily removal (except Sundays) of any such trash and refuse at Tenant's sole cost. Tenant shall remove any bottles, cans, kegs, cardboard boxes and trash which are stored in a place readily visible from the exterior of the windows in the leased Premises by 8:00 a.m., Mondays through Saturdays, and place such bottles, cans, etc. other than where readily visible from the exterior of windows in the leased Premises on Sundays. Tenant shall sweep, pick up, clean up and properly dispose of the cigarette butts, vomit and trash from the Preble Street sidewalks abutting the leased Premises, including any such cigarette butts and trash that has been thrown or blown into the sides of Preble Street, each night as part of its closing procedure, except when snow accumulation or rain makes such sweeping or clean up not reasonably feasible, in which case Tenant shall perform such sweeping and clean up when such snow accumulation or rain abates so as to make such clean up reasonably feasible.
5. To dispose of all grease in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the leased Premises.
6. To regularly clean any roof or wall vents and ducts used by the leased Premises, such that there shall be no accumulation of grease or oil upon the walls or roof of the leased Premises or adjoining portions of the Building or within the ductwork, and to clean and restore, at Tenant's sole cost and expense, any surfaces on which any such accumulation does occur.
7. To keep the leased Premises in the strictest compliance with all applicable fire codes and regulations, and to keep upon the leased Premises appropriate fire detection and extinguishment equipment and appliances in good working condition.
8. To maintain with respect to the leased Premises and Tenant's business thereon dram shop or similar liquor liability insurance under policies having coverage limits of not less than Two Million Dollars (\$2,000,000.00) and naming Landlord as an additional insured. Landlord reserves the right to require additional such insurance to be provided by Tenant at Landlord's reasonable discretion.
9. Tenant agrees that during the term of the Lease it will keep in good condition and repair, at its sole cost and expense, all heating, air conditioning and ventilation (HVAC) systems and equipment serving the leased Premises, and Tenant shall have sole responsibility for the upkeep, maintenance and replacement of such systems and equipment. Landlord shall engage an HVAC contractor selected by Landlord, but at Tenant's cost, to perform HVAC servicing at the leased Premises at least semi-annually or more frequently if recommended according to industry standards and to clean the HVAC ductwork at least every two (2) years. Tenant shall either (i) pay the bill for such HVAC servicing directly to the vendor when due if Landlord timely provides a copy of the bill to Tenant or (ii) reimburse Landlord for payments for such HVAC servicing made by Landlord within ten (10) business days of delivery of a copy of the bill to Tenant.



10. In addition to, and not in substitution for any indemnities set forth in the Lease, Tenant agrees to (a) hold harmless and (b) indemnify Landlord from and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Rider. The terms of this Paragraph shall expressly survive the expiration or earlier termination of the Lease as modified hereby.

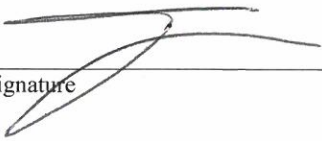
WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

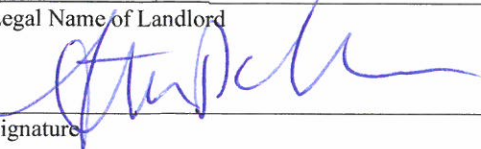
TENANT:

LANDLORD:

Slab LLC  
Legal Name of Tenant

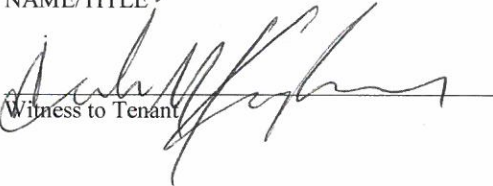
25 Preble Street, LLC  
Legal Name of Landlord

  
Signature

  
Signature

DANIEL J. TOBEY  
NAME/TITLE

Stephen P. Goodrich  
NAME/TITLE *incm - mgr*

  
Witness to Tenant

Thomas M. Motta  
Witness to Landlord