

TENANT LEASE

This Indenture made this 8th day of April 2013 by and between Bradley C. McCurtain with a usual place of business at 15 Monument Square, Portland, Maine, hereinafter called "Landlord" (which expression shall include the Landlord's successors, representatives and assigns where the context so requires or admits), and Wannawaf, Inc., 113 Half Mile RD, Edgecomb, Maine, collectively, hereinafter called "Tenant" (which expression shall include the Tenant's successors, representatives, and assigns where the context so requires or admits).

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Demised Premises: Landlord represents that he is the owner of a property located at 15 Monument Square, Portland, Maine (Building). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms and conditions of this Lease, the following described premises ("Demised Premises"), approximately 857 gross square feet of street level space located on the Westerly side of building, which Tenant has inspected and accepted. The area of the Demised Premises is measured from the centerlines of interior partition walls to the interior faces of exterior walls and is accepted by Tenant as represented upon the signing of this Lease. The Demised Premises are a part of a building and land upon which it is constructed, hereafter referred to as "Entire Premises".
2. Term: To hold for the term of Four years, Eleven months and Twenty-two days (59 and 22/30th) months, commencing April 8, 2013 (the "Commencement Date") and ending on March 31, 2018.
3. Option to Renew: Tenant shall have an option to renew this lease for an additional Five -year period, providing that Lease is not in default and that Tenant shall provide written notice of Intent to Renew to Landlord on or before November 30, 2017
4. Rent: Tenant agrees to pay rent, without setoff, for the Demised Premises using the modified gross method computed at the following rate:

	Monthly
April 8, 2013 to April 30, 2013	\$ Rent free
May 1, 2013 to March 31, 2014	\$ 2,900.00

Thereafter, monthly rent shall be adjusted annually (and retroactively to the Base Year CPI for January 2013- December 2013—henceforth known here as "Base Year CPI") to reflect any annual increase in the year-over-year change in the Consumer Price Index (Northeast urban 1982-84 = 100, or equivalent generally accepted measure of

inflation for the area, if not available, henceforth referred to as CPI). Base Year CPI for these calculations only shall be January 1, 2013 through December 31, 2013. Rent shall be payable monthly-- in advance and without setoff—at a fixed monthly rate until March 31st of the following year. Rent shall then be recalculated and the year-over-year CPI change (using the prior calendar year's CPI percentage change) shall be added to the prior year's rent to establish that new fiscal year's rent.

With the exception of Modified Gross Rent annual assessments, all monthly rent shall be due and payable in advance to Landlord or his agent on the first calendar day of each month. Rent received after the 6th calendar day of the month in which it is due shall be subject to a late charge of not less than \$ 50.00 for each month in which it is late.

As a Modified Gross Rent, in addition to the above monthly/annual rent, Tenant agrees to reimburse Landlord for one-eighth (1/8th) of the annual increase in all operating expenses for Building, which shall include, but not be limited to: real estate taxes and other fees and assessments to Building, Building water and sewer costs, grounds maintenance, Building insurance, common area utilities, common area cleaning, and Building repairs and maintenance, including elevator. For purposes of calculation MGR adjustments for HVAC equipment, the year-over-year increases shall relate to those costs that are specific to Demised Premises. Collectively, these additional costs of occupancy shall be referred to as the Modified Gross Rent Adjustments (MGRA).

For purposes of calculating the annual amount due under the Modified Gross Rent section of this Lease, the base year shall be April 1, 2013 to March 31, 2014 during the term of this Lease as well as any renewals and/or occupancy beyond the initial year of this Lease.

The accrual method of accounting shall be used for annual expenses such as taxes and insurance and cash method for all others. Tenant shall promptly reimburse Landlord for such expenses after Landlord presents a summary of such expenses along with an invoice for Tenant's proportionate share. Failure of Landlord to present Tenant with an invoice at the conclusion of any fiscal year shall not absolve Tenant of Tenant's liabilities for its share of MGR for this Lease.

Concurrent with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of which is \$ 2,900.00, which shall serve as a non-interest bearing security deposit. Landlord may apply such Deposit in whole or part, at Landlord's option, toward the enforcement of the terms of this Lease including the repair of damages to Premises and/or equipment that occur during the term(s) of the Lease. Upon Termination of this lease, Landlord, at Landlord's option may apply all or part of Deposit toward all reasonable costs incurred to return Premises and Equipment to like condition as they were at the time of the commencement of this Lease. Any then unused portion of said Deposit will be returned to Tenant within sixty (60) days of the conclusion of this Lease --without interest-- provided the premises are left in good repair, "broom clean", Kitchen Equipment is left in condition reasonably acceptable to Landlord, and

provided Tenant has not been in default of lease. Such Deposit shall not absolve Tenant from liability that may exceed the amount of its Deposit.

Option Period Rent:

Option period rent shall be calculated using the same cumulative annual CPI adjustment added to the prior year's rent. However, if Landlord can demonstrate that such Option Period Rent would be ten percent or more below market rate for equivalent space, then Landlord (at Landlord's option) and Tenant shall agree on new base rent for the upcoming Option Period. Base Period Rent for the purposes of calculating MGR shall remain April 1, 2013 to March 31, 2013, throughout the duration of any option periods.

5. Use: The Demised Premises are to be used solely as a limited service restaurant serving waffles, hot dogs, ice cream, non-alcoholic beverages, and similar, related food items only. The sale of alcoholic beverages is expressly prohibited.

Tenant shall have the right to make improvements to Premises, provided Landlord first approves such improvements in writing. Such approval shall not be unreasonably withheld. Tenant shall be responsible for the cost of such improvements to Premises, including the cost of removal of such improvements—as well as related damages, if any—not later than at the termination of this lease. Tenant accepts current Tenant Improvements and agrees to keep and maintain such in clean and working condition and return all to such condition upon the termination of this Lease.

6. Utilities: Tenant agrees to place in its name and pay as they become due all charges for electricity, gas, telephone, and other utilities furnished to the Demised Premises and used exclusively by the Tenant. Tenant shall contribute toward the Water and Sewer bill of the property subject to conditions set forth in the Modified Gross section of this lease. Tenant shall be responsible for its own cleaning and trash removal.
7. Restaurant Equipment. Landlord hereby makes available for in-premises use only to Tenant such Restaurant Equipment as is listed in Schedule A. Such Restaurant Equipment is owned by Bradley McCurtain. No Restaurant Equipment shall be removed from Premises without written consent of Bradley McCurtain. Tenant shall have use of all such Restaurant Equipment subject to mutually agreed conditions that shall include Tenant's respect for and proper care and maintenance of all such equipment. Tenant agrees to maintain all Restaurant Equipment in working order at all times and in accordance with manufacturer's suggested maintenance guidelines or equivalent, if not known, including regular preventive maintenance. Tenant shall be responsible for all costs to maintain and keep equipment in working and physical condition similar to its condition at the inception of this Lease. Any existing scratches, dents, and/or non-functioning features shall be noted in Schedule A.

8. Repairs and Maintenance:

a.) Tenant shall make all repairs and replacements made necessary as a result of negligence, use, or misuse by Tenant and Tenant's invitees and all interior non-structural repairs and replacements necessary to keep and maintain the Demised Premises in good order and state of repair including but not limited to all restaurant and HVAC equipment. Tenant shall permit Landlord reasonable access, with reasonable advanced notice, to the Demised Premises for the purposes of maintenance. Landlord shall be responsible to pay for structural repairs, excepting those repairs caused by theft or burglary to Demised Premises or by the negligence of the Tenant and/or Tenant's guests—invited or otherwise. Landlord agrees to reasonably address such structural maintenance responsibilities within forty-eight business hours (two business days) of receiving written notice of such from Tenant.

b.) Tenant covenants to keep-- at all times-- the lobby and sidewalks in front of the Demised Premises reasonably clean and free of debris including cigarette butts, discarded packaging material, and the removal of snow and ice to the satisfaction of Landlord as measured using Landlord's sole and exclusive discretion.

9. Insurance Requirements:

Tenant agrees to carry and maintain throughout the duration of this Lease public liability and property damage insurance written on a Comprehensive policy form on the Demised Premises in the sum of Two Million Dollars (\$2,000,000.00) Aggregate and One Million Dollars (\$1,000,000) per occurrence. Such policy shall name Landlord as a named insured on such policies. Endorsements and/or Certificates of insurance showing such coverage and naming Landlord as an additional insured shall be forwarded to the Landlord within 30 days of the commencement of this Lease All of said policies shall contain a clause requiring the insurer to give Landlord not less than twenty (20) days written notice prior to cancellation. The Tenant agrees that the above stated limits of coverage are minimum limits, and that Tenant shall provide such insurance as set forth above, with limits that are adequate to satisfy the underlying limits of Landlord's umbrella policies, if any. Failure to comply with these requirements shall, at Landlord's option, be grounds for immediate termination of this Lease and Tenant shall pay damages of not less than three month's current rent to Landlord.

(a) In the event that Tenant's use of the Demised Premises causes an increase in Landlord's insurance premiums due to improper maintenance, operation of the Demised Premises, or through type of business, then Tenant agrees to pay its proportionate share of such increase caused by such activities.

(b) Waiver of Subrogation: Landlord and Tenant each hereby waive all claims, causes of action and rights of recovery against the other, and their respective destruction of property or business, including but not limited to

Landlord's and/or Tenant's improvements, which shall occur on or about the Demised Premises and shall result from any of the perils insured under any and all policies of insurance maintained by Landlord and Tenant, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance. Each party agrees that their fire and extended coverage insurance policies will include such a clause so long as the same is obtainable and is includible without extra cost, or if extra cost is chargeable therefore, each party will advise the other thereof and of the amount thereof. Each party, at its option, may pay the same, but shall not be obligated to do so.

10. Taxes. Except as described in the Modified Gross section of this Lease, Landlord will pay in the first instance all real property taxes, which may be levied or assessed by any lawful authority against the Entire Premises owned by the Landlord of which the Demised Premises form a part. "Taxes" or "Real Estate Taxes" as referred to in this Lease shall mean taxes or assessments, special or otherwise, upon or with respect to the Entire Premises assessed, levied, or imposed by any governmental authority having jurisdiction. Tenant will pay all personal property and business equipment taxes associated with the operation of the business, including reimbursement for taxes assessed on equipment owned by Landlord, if such equipment is domiciled in Demised Premises. In the instance where tax bills relating to such equipment taxes fall outside of the term of this Lease, but relate to such, such taxes shall be prorated according to the term of this Lease.

11. Indemnity: The Tenant shall hold the Landlord harmless against any and all claims, damages or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the said Demised Premises and the Buildings and improvements of which they form a part, or in or upon the sidewalks, or streets in front of or appurtenant thereto by any person or persons who are customers and/or calling upon Tenant's business. It is the intention and agreement that the Landlord shall not be liable for any personal injuries or damage to the Tenant or its officers, agents, employees, invites and all persons having business with the Tenant, or to any other persons or to any occupant of any part of the Demised Premises, or for any injury or damage to any goods, wares, merchandise or property of the Tenant (including leakage from any sprinkler system) or of any occupant of any part of the Demised Premises, irrespective of how the same may be caused, whether from action of the elements or act of negligence of the owner or occupants of the adjacent properties, excepting however, the negligence of the Landlord.

The Tenant shall and will indemnify and save harmless the Landlord of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the occupation by Tenant of the Demised Premises, or any part thereof, including sidewalks adjacent thereto, occasioned by the Tenant, its agents, employees, assigns or occupants of any part of the Demised Premises, or by their agents, or employees, respectively, or which may be occasioned by any person or thing whatsoever at any time during the term of this Lease.

12. Subordination: This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the entire Premises or any part thereof, except the Tenant's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, each or all of such mortgages shall contain a provision to the effect that so long as the Tenant is not in default under this Lease, or any renewal thereof no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of the Tenant under this Lease. Such subordination shall be automatic, provided that Tenant receives the non disturbance agreement referred to herein without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee, Tenant agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Tenant, and Tenant hereby irrevocably constitutes Landlord its attorney-in-fact for such purpose.

13. Operation of Premises:

- (a) The Tenant further covenants and agrees with the Landlord that it will keep all the glass on the Demised Premises whole and in good condition with glass of the same quality as that broken, vandalized, or injured; and will keep the Demised Premises in as good order and repair as the same are in at the commencement of the term or may be put in by the Tenant, reasonable use and wearing thereof, fire and other unavoidable insured casualty excepted; except as provided herein, that it will save the Landlord harmless from all loss or damage occasioned by the use or misuse of water and electrical fixtures, plumbing drains and gas fixtures (except such as is caused by the Landlord or its agents).

(b) The Tenant agrees not to injure, overload, deface or otherwise harm the Demised Premises; nor commit any nuisance; nor permit the emission of any objectionable noise; nor burn any trash or refuse within the Landlord's property; nor make any use of the Demised Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord' s (or other Tenant's) insurance (Tenant to pay the cost of any such increased insurance premium); nor conduct any auction, fire, "going-out-of-business" or bankruptcy sales; nor do any act tending to injure the reputation of the Entire Premises; nor use any advertising medium that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Building; nor sell or display merchandise on, or store or dispose of trash or refuse on, or solicit in or otherwise obstruct the driveways, walks, parking areas and other areas or the Entire Premises. Tenant agrees to reasonably address complaints, if any, of odor emanating from said Premises.

(c) The Tenant agrees not to permit the emission of disturbing noise or odor; nor make, allow or suffer any waste; nor to dump, flush, or in any way introduce any hazardous material or oil into the septic, sewage or other waste disposal system serving the Demised Premises; nor to generate, store, use or dispose of hazardous material or oil in or on the Demised Premises, or to dispose of hazardous material or oil from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of official notice pursuant to applicable law, without the prior written consent of Landlord and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity. "Hazardous material and oil" as used in this Section, shall have the same meanings as defined and used in Maine General Laws, Chapter 21E, as the same may be amended from time to time. Tenant guarantees that all kitchen drains will flow through a grease trap, which shall be properly maintained at all times. Tenant will not allow mop water or other oily or gritty substances into Landlord's sewer except through sinks that are connected to a functioning grease trap.

14. Yielding Up. The Tenant further agrees that it will quit and deliver up the Demised Premises to the Landlord or its representatives clean and in good repair, reasonable use and wearing thereof and damage by fire or other insured unavoidable casualties and Landlord's acts excepted, peaceably and quietly at the end of said term or extensions hereof, free and clear of all Tenant's personal property and equipment; that it will not suffer to be made any major alterations to the Demised Premises without the written consent of the Landlord; that it will not make or suffer any waste, or any unlawful, improper, noisy or offensive use of the Demised Premises.

15. Assignment and Subletting:

- (a) Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Demised Premises, nor license concessions or lease departments therein, nor pledge or secure by mortgage or other instruments this Lease, without first obtaining the written consent of Landlord. Under no circumstances, however, and notwithstanding any language contained in this clause, is the Landlord required to consent to an assignment or subletting where the use is other than for the purposes specified in clause 5 of this Lease. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings; (iii) the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without specific assignment of Lease; or (iv) the change in control in a partnership. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting and shall not release Tenant from liability for the failure of performance of the terms of this Lease. Tenant shall pay to Landlord, as additional rent, the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) to cover Landlord's administrative costs, overhead and counsel fees, plus all out-of-pocket expenses, in connection with such assignment or subletting consented to by Landlord any and all additional costs and expenses incurred hereunder—plus twenty-five percent of all such benefit Tenant receives from such subletting of all of part of Demised Premises.
- (b) The acceptance by Landlord of the payment of rental following any assignment or other transfer prohibited by this clause shall not be deemed to be consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Percentage rental, if any, due prior to such termination or if Tenant has not paid any percentage rental during this period, then the annual percentage rental for each year of the unexpired term shall be a sum equal to twenty-five percent (25%) of the annual basic rental. Termination damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to clause 12(a).
- (c) Should a transfer of ownership of Entire Premises occur, Landlord may assign this Lease to a new owner upon giving proper notice to Tenant, who and which will release Bradley McCurtain from all Landlord liabilities and claims related to this lease that shall occur after such date. Any deposit(s) held by Landlord shall be transferred to such new owner, unless Landlord can demonstrate cause to retain such deposit as a result of covered damages that have occurred.

16. Fire and Other Casualty: In the event the Demised Premises or any part thereof or the Building of which it is a part during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the conduct of Tenant's business or for any other lawful purpose, then, and in such case the Rent hereinabove reserved or adjust and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated, until the Demised Premises shall have been put in proper condition for Tenant's use and occupation by the Landlord at its cost and expense. It is agreed that if such repairs cannot be completed within sixty (60) days from the date of the damage, the Landlord shall have the option to terminate the Lease.

In the event that the destruction of the Demised Premises or the Building of which it is a part shall be a total loss then the estate hereby created may be terminated at the option of either party. If this Lease is not terminated for any of the above reasons, then the Landlord shall diligently commence making the necessary repairs so that the Tenant may once again use and enjoy the Demised Premises. Rent shall commence upon a new occupancy permit being issued.

17. Notices: All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, or delivered by a sheriff or other party authorized to serve legal process, or by a recognized courier service requiring the signature of the person to whom the notice is delivered. If to the Landlord, at 15 Monument Square, Portland, Maine 04101, and if to Tenant, at 113 Half Mile RD, Edgecomb, ME 04556, or at such other place(s) as either party may later designate in writing to the other.

18. Defaults:

A. Landlord may terminate this lease: (i) if rent or additional rent is not paid within ten (10) days of when due; or (ii) if Tenant shall have failed to cure a default in the performance of any covenant of this Lease (except the payment of rent), or any rule or regulation hereinafter set forth, within ten (10) days after written notice thereof from Landlord, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said ten (10) days, or shall not complete the curing of such default with due diligence; or (iii) if a petition in bankruptcy shall be filed by or against Tenant or if Tenant shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (iv) if a receiver or trustee is appointed for any portion of Tenant's property and such appointment is not vacated within twenty (20) days; or (v) if an execution or attachment shall be issued under which the Demised Premises shall be taken or occupied by anyone other than Tenant; or (vi) if the Demised Premises become and remain vacant or deserted for a period of twenty (20) days; or (vii) if the Demised Premises are used for

some purpose other than the authorized use; or (viii) if this lease is assigned without the written consent of Landlord; or (ix) if Tenant shall fail to move into or take possession of the Demised Premises within thirty (30) days after commencement of the term of this Lease.

Notwithstanding all of the above, if Tenant has not been in default of any provision of this Lease within the previous twelve months, then Tenant may have thirty days to cure such default, providing Tenant diligently addresses such default and agrees to indemnify all parties affected as a result of such Tenant default(s).

B. In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law and Landlord elects not to terminate this Lease under clause 14. a (iii), the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

- (i) That assignee has sufficient capital to pay the rental and other charges due under the Lease for the entire term; and
- (ii) That annual percentage rental, if any, under the Lease will not decline substantially from the highest annual percentage rental, if any, paid by Tenant prior to such bankruptcy or insolvency proceedings; and (iii) That such assignment and assumption by the assignee will not substantially disrupt or impair any existing Tenant mix in the Entire Premises. If Landlord shall re-enter the Demised Premises on the default of Tenant, by summary proceedings or otherwise: (i) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the net amount of any rents collected by Landlord for the remaining term of this Lease, through any re-letting. Such deficiency shall become due and payable monthly, as it is determined. Landlord shall have no obligation to re-let the premises, and its failure or refusal to do so, or failure to collect rent on re-letting shall not affect Tenant's liability hereunder. Landlord may deduct all expenses incurred in obtaining possession or re-letting the premises, including legal expenses, reasonable attorneys' fees, brokerage fees, the reasonable cost of restoring the premises to good order, and the cost of all alterations and decoration deemed necessary by Landlord to effect re-letting. (ii) Landlord shall recover as liquidated damages, in addition to accrued rent and other charges, if Landlord's re-entry is the result of Tenant's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by an act relating to bankruptcy, insolvency or reorganization. (iii) If Landlord re-enters the Demised Premises for any cause, or if Tenant abandons

or vacates the Demised Premises, any property left therein by Tenant shall be deemed to have been abandoned by Tenant, and Landlord shall have the right to retain or dispose of such property in any manner without any obligation to account therefore to Tenant.

- C. In addition to the above, Tenant shall be liable for the payment of all costs of collection of rent as well as to enforce Tenant's covenants hereunder including reasonable attorney's fees.

19. Compliance with Laws: The Tenant further agrees to comply with all laws of the United States, State of Maine, all ordinances of the City of Portland and all lawful orders of the City Council of Portland respecting the use of the Demised Premises, and all regulations of the Fire Underwriters.

20. Eminent Domain:

- (a) If after the execution and before the expiration of the term of this Lease, the Entire Premises shall be taken by right of eminent domain for any street or other public use, or damaged or destroyed by the action of any public or quasi-public authority having jurisdiction then this Lease shall terminate on the date when Landlord must vacate its property and rent shall be apportioned and adjusted as of the date of such termination.
- (b) In case a part of the Demised Premises herein demised shall be so taken by such right of eminent domain or such action as aforesaid, and the Landlord elects to rebuild same then this Lease and the said term shall continue in full force and effect and a just proportion of the rent reserved in this Lease according to the nature and extent of the part so taken, shall be suspended or abated until the Demised Premises or what may remain thereof shall be put in proper condition by the Landlord for use and occupation by the Tenant, and thereafter the rent reserved in this Lease according to the nature and extent of the part so taken.
- (1) Notwithstanding the foregoing, if by such taking the area of the Demised Premises shall be reduced by twenty (20%) percent or more or the frontage of the Entire Premises shall be reduced by twenty (20%) percent or more the Landlord may terminate this Lease by giving the Tenant sixty (60) days written notice to this effect. Landlord shall not be required in any event to expend any sums in excess of the award it receives from the condemning authority.
- (2) If this Lease shall not be terminated pursuant to the provisions of clause 18 (b), or if only a part of the Demised Premises shall be taken which shall not entitle the Landlord to terminate this Lease pursuant to the provisions of said clause 18 (b) (1) then the Landlord shall within a reasonable time, make all changes, repairs, and additions that may be necessary by reason of such partial taking.

(c) The Landlord reserves to itself, and the Tenant assigns to the Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi-public authority for what damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord and to join in any petition for recovery of damages (without cost to Tenant) if requested by Landlord, and to turn over to Landlord any damages that may be recovered in any such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any portion of the award allocable to trade fixtures, equipment, personal property, and signs installed by the Tenant.

21. Quiet Enjoyment: Landlord covenants and agrees with the Tenant that upon Tenant paying said rent and performing all the covenants and conditions aforesaid on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised for the term aforesaid. It is understood however, that Landlord's liabilities under this clause shall be only for the period during which it shall be the owner of the Entire Premises.

22. Landlord Limited Liability:

The term "Landlord", as used in this Lease, means only the owner for the time being of the Entire Premises so that, in the event of any sale of the Entire Premises, the Landlord shall be and hereby is entirely freed and relieved of all liabilities and obligations of the Landlord hereunder which accrue from or after the date of such sale, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Entire Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder from and after such date. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Landlord hereunder shall be limited to the equity of the Landlord in the Entire Premises in the event of breach by the Landlord, as the case may be, of any of the terms, covenants and conditions of this Lease to be performed by the Landlord. In furtherance of the foregoing the Tenant hereby agrees that any judgment it may obtain against the Landlord as a result of a breach of any of the terms, covenants or conditions hereof by the Landlord shall be enforceable solely against the Landlord's fee interest in the Entire Premises.

23. Signs: The Tenant shall have the privilege, subject to the prior approval of the Landlord, of placing in the Demised Premises such signs as it deems necessary and proper in the conduct of its business, including one exterior sign that may be attached to Premises, provided the Tenant pays all permit and license fees which may be required to be paid for the erection and maintenance of any and all such signs, such signs do not damage the building, and provided such signs are legally

permitted to be installed. Interior signage shall be limited to front window and Tenant's own entry door, and to that which directly promotes Tenant's business. Tenant shall not allow placement in window of flyers unrelated to its business. Tenant is not allowed to place signage in lobby windows. The Tenant agrees to exonerate, save harmless, protect and indemnify the Landlord from and against any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which the Tenant is required to furnish hereunder. Landlord retains the right to require Tenant to conform the design and style of its sign to Landlord's designated signage design criteria. Unless otherwise agreed, Tenant shall remove, at its expense, all exterior signage promptly upon termination of Tenancy and shall also return any areas affected by Tenant's signage to "like-new" condition as determined by Landlord. All Tenant-initiated fasteners will be removed and holes will be properly filled and repainted in accordance with the building's then-current exterior.

24. Landlord's Entry: The Landlord and its representatives shall have the right (but not the obligation) to enter into and upon the Demised Premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this Lease applicable to repairs or alterations, and Landlord agrees that except for emergencies, Landlord will give Tenant five (5) days notice before making any major repairs upon the Demised Premises. Tenant affirmatively covenants to make all repairs and replacements to the Demised Premises during the term of this Lease as set forth in clause 6 herein. In the event that Tenant fails to make such repairs and replacements, and Landlord elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Tenant to Landlord, upon demand, as additional rental hereunder.
25. Severability: If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
26. Estoppel Certificates: At any time and from time to time, within ten (10) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such mortgagee or other party as may be designated by Landlord, a certificate in an acceptable form with respect to the matters reasonably required by such party and such other reasonable matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord. In the event that Tenant fails to provide

such certificate within ten (10) days after request therefore by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify.

27. Notice of Lease: The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement removing such short form of lease from record. If Tenant fails to execute such agreement within said thirty (30) day period or fails to notify Landlord within said thirty (30) day period of its reason for refusing to execute such agreement, Landlord is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease. The parties agree that this Lease shall not be recorded.
28. Broker's Commission: Each of the parties represents and warrants that there are no claims for brokerage and/or finders' fees in connection with the execution of this Lease. Tenant and Landlord each agree to indemnify the other against, and hold it harmless from, all liability arising from any claim from any other broker, including, without limitation, the cost of counsel fees in connection therewith.
29. No Discrimination: It is intended that the Entire Premises shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Entire Premises without discrimination because of race, creed, color, sex, age, national origin, ancestry, or as otherwise required by law. To that end, Tenant shall not discriminate in the conduct and operation of its business in the Demised Premises against any person or group of persons because of the race, creed, color, sex age, national origin or ancestry of such person or group of persons. Notwithstanding the foregoing, Tenant will enforce a no smoking policy in around Premises at all times.
30. No Option: The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.
31. Corporate Tenants: The persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in the state in which the premises are located; all Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the Board of Directors of such corporation to execute and deliver this Lease on behalf of the corporation.

32. Waiver of Jury Trial: Landlord and Tenant hereby mutually waive any and all rights, which either may have to request a jury trial in any proceeding in law or in equity in any court of competent jurisdiction, subject to exceptions referenced in #35.
33. No Representations: It is understood and agreed that neither Landlord nor any of Landlord's agents has made any representations, warranties or promises, express or implied, with respect to the Demised Premises, including, without limitation, any representation or warranty as to merchantability or fitness for use. Tenant represents and agrees: (i) that it has had ample and full opportunity to inspect the Demised Premises prior to the execution of this Lease; and (ii) that the execution of this Lease by Tenant shall be conclusive evidence as against Tenant that the premises are in condition satisfactory to Tenant as of the date of execution hereof and that Tenant accepts same "as is".
34. Holding Over: In the event Tenant shall fail to vacate, surrender and quit the Demised Premises on or before the termination date of this Lease, or such earlier date as the parties hereto may agree upon in writing, Landlord, at its option, shall be entitled to treat Tenant's unauthorized holding over as a tenancy at sufferance or as a tenancy from month to month, and Tenant by the execution of this Lease, shall be deemed to have given notice to Landlord of its intention to vacate, surrender and quit the Demised Premises as of the termination date or such earlier date as the parties hereto may have agreed upon in Writing, and Tenant agrees that so long as Tenant continues in possession of the Demised Premises, Tenant shall be liable for and pay one and one-half (1 1/2) times the most recent rent in effect and additional rent and all other charges that Tenant would otherwise have been liable to pay in the event that Landlord had agreed to extend the lease term on a month to month basis. Nothing contained herein shall be construed as consent on the part of Landlord to Tenant holding over in possession after the termination date, and Landlord shall be entitled to exercise all of the rights and remedies herein provided for or at law or in equity. In addition, should Tenant hold over in possession after the termination date or earlier date as the parties hereto may agree upon in writing, Tenant shall be liable for all consequential damages that Landlord may suffer as a result of such unauthorized holding over. Tenant's covenants as contained in this clause shall survive the termination date or earlier termination of the lease term.
35. Arbitration: Tenant waives any and all right to request a jury trial in any proceeding in law or in equity in any court of competent jurisdiction. Landlord and Tenant both agree to solve any disputes with a mutually appointed Arbitrator, for which Tenant and Landlord shall pay for their respective costs, subject to other conditions in this Lease that govern such. However, to the extent that a dispute falls within the limits of Maine Small Claims, either party may elect to use a Small Claims process in Portland, Maine to resolve disputes between any of the parties to this Lease.

36. Miscellaneous: The parties further expressly agree as follows:

- (a) The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the Landlord and Tenant, their successors and assigns, except as otherwise provided herein.
- (b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
- (c) The acts or omissions of the servants and agents of the Tenant, and of all persons who are upon the Demised Premises during the term, or any extensions hereof, shall be construed to be the acts or omissions of the Tenant.
- (d) Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.
- (e) This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Demised Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.
- (f) No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant, unless same has been reduced to writing and executed by Landlord and Tenant.
- (g) This Lease is executed under and pursuant to the laws of the State of Maine.
- (h) No rights are to be conferred upon the Tenant until the Landlord has executed this Lease and an executed copy of the Lease has been delivered to the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Indenture of Lease under seal the day and year above first written.

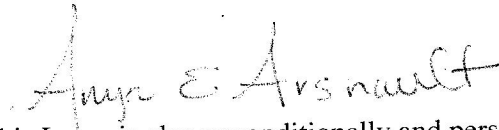
Brd/Koa
Witness

Bradly McCatae 4/16/13
Landlord

Brd/Koa
Witness

Wannawat Inc. 4/16/13
Tenant, by its CEO ANYA G. ACSENACLT

Witness



This Lease is also unconditionally and personally
guaranteed by the above person.