

COMMERCIAL LEASE

1. PARTIES:

LANDLORD: Maura and Peter Rodway  
120 Exchange Street, 6<sup>th</sup> Floor  
Portland, Maine 04101  
Mailing: PO Box 444, Portland, Maine 04112  
207-773-7449

TENANT: OSCAR PIZZA, LLC  
d/b/a OTTO  
MASHED, LLC  
FAT DRAGON, LLC  
576 Congress Street  
Portland, Maine 04101

2. LEASED PREMISES: The LEASED PREMISES consists of the basement, ground floor, second and third floor of 30 City Center, Portland, Maine, being the entire building owned by LANDLORD. The LEASED PREMISES are accepted in 'as is' condition except if specifically set forth to the contrary in this LEASE.

3. TERM: The term of this lease shall be for 5 years, unless sooner terminated as herein provided, commencing at August 7, 2015 and ending at 11:59 pm on July 31, 2020.

4. PAYMENT OF BASE RENT AND ADDITIONAL RENT. TENANT shall have 90 days from date of this LEASE for a fit-up/build out period whereby Base Rent will be waived only during the 90 day period. However in the event TENANT completes fit-up/build out sooner than the full 90 days, TENANT shall begin paying Base Rent pay to LANDLORD. If it begins on a day other than the first, the amount to be paid shall be prorated amount. All Additional Rent shall be paid by TENANT during the 90 day period. ALL other terms and conditions hereunder shall be in full force and effect.

5. RENT: TENANT shall pay to LANDLORD the following rent:

| <u>Lease Year</u> | <u>Annual Rent</u> | <u>Monthly Rent</u> |
|-------------------|--------------------|---------------------|
| 1                 | \$48,000.00        | \$4,000.00          |
| 2                 | \$49,200.00        | \$4,100.00          |
| 3                 | \$50,430.00        | \$4,202.50          |
| 4                 | \$51,690.75        | \$4,307.56          |

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Payable in advance in equal monthly installments on the first calendar day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD at the address set forth in Paragraph 1, or such other place as LANDLORD shall from time to time in writing designate. If TENANT does not pay rent, supplemental and additional rent, or other fees and charges within seven (7) business day of the date when due, 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 (4%) percent of the amount due LANDLORD each month in addition to the rent then due.

6. **ADDITIONAL RENT.** Tenant shall pay LANDLORD (or such other party as may be indicated below) as additional rent hereunder, the following:
- (a) **TAXES.** Tenant shall pay directly to the taxing authority, as additional rent hereunder, the real estate taxes, downtown district assessment and personal property taxes assessed against the LEASED PREMISES during the term of this LEASE and any extensions thereof. TENANT's obligation to pay such taxes pursuant to this paragraph shall be due and payable in full on or before the due date as set forth on the tax bill. LANDLORD will deliver to TENANT a copy of the tax bill within 7 days of receipt of same.
- (b) **INSURANCE.** TENANT shall (i) insure TENANT and LANDLORD, as their interest appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonable require and approve, but in amounts not less than Two Million Dollars (\$2,000,000) combined single limit with deductibles of not more than \$5,000 per occurrence; (ii) insure LANDLORD and TENANT, as their interest appear, against loss of the contents and improvements, including full replacement cost value of the LEASE PREMISES under standard Maine form policies against fire and standard extended coverage risks, in such amount and with such companies and LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the terms and thereafter within 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 paragraph; and (iii) all reasonable costs of general liability insurance carried by LANDLORD related to the LEASED PREMISES as well as any insurance requirements by One

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Monument Way, LLC specifically as required under the gas easement agreement.

(c) FIRE MONITORING. TENANT shall pay directly to TYCO or other fire monitoring system, as additional rent, the amount due and payable in full on or before the due date as set forth on the TYCO bill. LANDLORD will deliver to TENANT a copy of the bill within 7 days of receipt of same.

7. RENEWAL OPTION: In addition to the initial five (5) year term of this Lease, TENANT shall have the option to renew the term of this Lease for three additional five (5) year periods the first beginning on August 1, 2020 and ending on July 31, 2025; the second beginning on August 1, 2025 and ending on July 31, 2030; and the third beginning on August 1, 2030 and ending on July 31, 2035 (each a "Renewal Period" and collectively, the "Renewal Periods"); provided however, that TENANT shall not be in default of any of its obligations under this Lease within 180 days of the date of renewal and further provided that if Tenant is in default hereunder at such time but still has time to cure such default pursuant to the terms of this Lease, Tenant shall not be deemed to be in default for purposes of this paragraph if Tenant does in fact cure such default within the applicable period. All the terms and conditions of this Lease (to include ADDITIONAL RENT) except base rent shall be applicable in the event of an extension hereof. Base Rent shall be as follows:

FIRST RENEWAL:

| <u>Lease Year</u> | <u>Annual Rent</u> |
|-------------------|--------------------|
| 6                 | \$54,307.60        |
| 7                 | \$55,665.29        |
| 8                 | \$57,056.92        |
| 9                 | \$58,483.34        |
| 10                | \$59,945.42        |

SECOND RENEWAL:

| <u>Lease Year</u> | <u>Annual Rent</u> |
|-------------------|--------------------|
| 11                | \$ 61,444.05       |
| 12                | \$ 62,980.15       |
| 13                | \$ 64,554.65       |
| 14                | \$ 66,168.52       |
| 15                | \$ 67,822.73       |

THIRD AND FINAL RENEWAL:

| <u>Lease Year</u> | <u>Annual Rent</u> |
|-------------------|--------------------|
| 16                | \$ 69,518.30       |
| 17                | \$ 71,256.26       |

*(Handwritten initials and signatures)*

|    |              |
|----|--------------|
| 18 | \$ 73,037.67 |
| 19 | \$ 74,863.61 |
| 20 | \$ 76,735.20 |

TENANT shall have no option to extend this Lease beyond the expiration of the Third Renewal Period. In the event TENANT elects not to renew the LEASE at the end of a Renewal Period, TENANT shall give LANDLORD 180 days notice of its election.

8. SECURITY DEPOSIT: Upon the execution of this LEASE, TENANT shall pay to LANDLORD the amount of Four Thousand Dollars (\$4,000.00), which shall be held as security for TENANT'S full and faithful performance of the terms and conditions of this LEASE. The security deposit shall be refunded to TENANT without interest within thirty (30) days following the termination of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

If TENANT defaults with respect to timely payment of rent or any other sums due hereunder, LANDLORD may, but shall not be obligated to, use all or some of the security deposit for payment of any sums related to TENANT'S default, in which case TENANT shall, within fifteen (15) days after LANDLORD'S written request therefor, deposit additional money with LANDLORD sufficient to restore the security deposit to its original amount.

If TENANT defaults with respect to any other of the terms of this LEASE, , TENANT shall be notified in writing the nature of the default and reason for which the security deposit is being applied, in which case TENANT shall have ten (10) days to dispute the use of the monies, or within fifteen (15) days after LANDLORD'S written request therefor, deposit additional money with LANDLORD sufficient to restore the security deposit to its original amount.

9. UTILITIES. Throughout the initial term and any renewal terms of this Lease, TENANT shall change over the electricity, water, sewer, oil and natural gas for the LEASED PREMISES into TENANT'S name and shall promptly pay bills for the same as they become due, as well as any charges for telephone, internet, cable and any other communication systems used at and supplied to the LEASED PREMISES. With the exception of those obligations with regards to natural gas, specifically set forth in paragraph 34, LANDLORD shall have no obligation to provide utilities other than those within the LEASED PREMISES as of the commencement dated of this LEASE. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD. In no event shall LANDLORD be liable for any interruption or failure in the



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supply of any such utility to the LEASED PREMISES and in no event shall LANDLORD be liable for any consequential damages.

10. USE OF LEASED PREMISES. TENANT shall use the LEASED PREMISES for food based services, including retail sale of alcohol or any other legal purposes that are in compliance with Zoning Regulations and this LEASE. LANDLORD has not made any representations to TENANT 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 TENANT has conducted its own due diligence inquires with respect to the LEASED PREMISES and is satisfied with the results thereof.

11. COVENANTS OF TENANT.

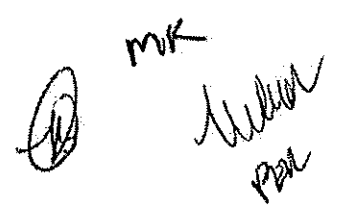
- A. TENANT shall pay when and as the same become due and payable all personal property taxes assessed against the TENANT'S furnishings, equipment, personal property of every kind and inventory.
- B. TENANT shall at its own costs and expense maintain insurance on its furnishings, equipment, inventory and other personal property on the LEASED PREMISES.
- C. TENANT shall be solely responsible for all costs and expenses incurred in preparing the LEASED PREMISES to be suitable for their use.

12. MAINTENANCE .

TENANT acknowledges by entry thereupon that the LEASED PREMISES are in good an satisfactory order, repair and condition and covenants the term of the LEASE or extensions there of to keep it in good an satisfactory order, repair and condition, reasonable wear and tear excepted.

TENANT shall be responsible, at it's sole cost, for:

- a. the interior and exterior of the building (excepting those items for which LANDLORD shall be responsible);
- b. beginning February 1, 2016 and through any extensions, the heating, plumbing, and HVAC installed by LANDLORD prior to execution of LEASE;
- c. all plate glass and doors;
- d. trash removal;
- e. all walkways including snow removal;
- f. utilities to be maintained in good order and condition, subject to fire or unavoidable casualty, reasonable wear and tear excluded;
- g. provide routine maintenance, and if necessary repair, to HVAC system and heating system;
- h. perform backflow testing and annual testing of sprinkler system;
- i. any and all systems of any kind, including electrical or plumbing, installed by TENANT.

  
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LANDLORD shall be responsible to maintain and repair the roof, structure and mechanical systems put into place by LANDLORD in the same condition as they are at the commencement of the term unless such maintenance or repair is made necessary by fault or neglect of TENANT or its employees, contractors, agents or invitees, in which case such maintenance or repairs shall be at the expense of the TENANT and TENANT shall pay all costs thereof.

LANDLORD represents that to the best of its knowledge that all electrical, plumbing and HVAC systems serving the lease premises are operational and in good condition as of the date of this LEASE. LANDLORD shall be responsible for repair during the first six months of LEASE.

13. ALTERATIONS/ADDITIONS. TENANT shall not make any alterations or additions or improvements or place any signs, shades, awnings, aerials or flagpoles or the like on the leased premises or permit anyone except TENANT to use any part of the leased premises without on each occasion obtaining prior written consent of the LANDLORD. TENANT's signage shall be subject to LANDLORD's written approval, which shall not be unreasonably withheld or delayed, and shall be in accordance with all local and state governmental codes. Tenant will be allowed to put an exterior sign and lit interior signage inside window, all to be paid for by TENANT. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the lease premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD's title or interest in the building, the leased premises, or any portion thereof. At the end of this LEASE or extension thereof, TENANT shall have no further claims and rights to any additions, alterations or improvements made to the lease premises. TENANT shall not change any locks at the leased premises without prior written consent of LANDLORD and shall provide LANDLORD with keys to said new locks. TENANT further agrees that all repairs, alterations and additions made by the TENANT shall be done in a good and workmanlike manner in full compliance with all state, federal and municipal laws, ordinances, rules and regulations.
14. CONDUCT/COMPLIANCE WITH LAWS. TENANT agrees to conform to the following provisions during the entire term of this LEASE or extensions thereof: (i) TENANT shall not injure or deface the LEASED PREMISES; (ii) No auction sale, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the lease 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



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increase the premiums of any insurance on the building, except as approved by this LEASE, liable to render necessary any alterations or additions to the building; and (iv) TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections (including insurer's directive or recommendations) 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. TENANT agrees to keep the lease premises equipped with all safety appliances, including smoke and carbon monoxide detectors. Material alterations, improvements and installations shall be subject to LANDLORD's consent, as provided in this LEASE.

15. ASSIGNMENT/SUBLEASE. TENANT shall not by operation or 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, not to be unreasonably withheld or delayed. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein at LANDLORD'S election, may 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 an LLC 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, now or at any time hereafter placed on the property of which the LEASED PREMISES are a part and TENANT shall, within ten (10) days after 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. 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. In addition, the TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are required by LANDLORD or LANDLORD's lender.

17. LANDLORD'S ACCESS. LANDLORD or agents of LANDLORD may, at all reasonable times during the term of the LEASE or any renewal terms, enter the leased premises (i) to examine the lease premises and, if LANDLORD

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shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs or the like not consented to by LANDLORD in writing (ii) to show the leased premises to prospective purchasers and mortgagees, (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of the initial terms or any renewal term of this LEASE and (iv) to access, inspect, install, repair or replace those items designated as LANDLORD's OBLIGATION. Notwithstanding the foregoing, in cases of emergency, LANDLORD may enter the LEASED PREMISES when LANDLORD deems is necessary in order to assess, repair or prevent harm to the lease premises. LANDLORD also reserves the right upon receipt of a 180 day notice by TENANT of electing not to renew or upon the final 180 days of the last Renewal Period, to affix to any suitable part of the LEASED PREMISES a notice for letting or selling the LEASED PREMISES and to keep the same so affixed without hindrance or molestation for the 180 day period.

18. INDEMNIFICATION. TENANT will defend and except to the extent cause solely by the negligence of willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable 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 occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenant, licensee 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 provision of this LEASE. In the event TENANT prevails, LANDLORD shall pay TENANT's reasonable attorney fees and costs. The provisions of this paragraph will survive the termination or earlier expiration of this term of this LEASE. Without limitation of any other provision herein, neither the LANDLORD, its employee's, 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 LEASED PREMISES or any appurtenances thereto, being in need of repair or due to the happening of any accident in or about the LEASED PREMISES or due to any act or neglect of TENANT or 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

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situated at the LEASED PREMISES, whether owned by the TENANT or others.

19. FIRE CASUALTY; EMINENT DOMAIN. Should a substantial portion of the LEASED PREMISES 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 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 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 consents 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 said premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD's obligation to put the LEASED PREMISES 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 public or other authority, which are available to LANDLORD for such use.

20. DEFAULT; BANKRUPTCY. In the event that:

- A. TENANT shall default in the payment of any rent, additional rent, charge, cost or other sum owed hereunder, including payment owed to third parties for utilities or personal property taxes, when due, which default is not corrected within seven (7) calendar days after written notice thereof from LANDLORD; or
- B. TENANT shall be in 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 thirty (30) days after written notice thereof from LANDLORD; or
- C. TENANT shall fail to maintain any insurance required under this LEASE and provide evidence of the same to LANDLORD as provided herein; or
- D. TENANT shall vacate the LEASED PREMISES for more than fourteen (14) days or shall cease to operate its business at the LEASED PREMISES for said time period; or
- E. The leasehold hereby created shall be taken on execution, or other process of law; or
- F. Any assignment shall be made of TENANT's property for the benefit of creditor, or a receiver, guardian, conservator, trustee in bankruptcy or



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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 hereto 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, deliver a notice of termination to the TENANT, or, if permitted by law, enter into and upon the LEASED PREMISES or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming thorough or under it and remove it or their effect 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 commission. TENANT agrees to reimburse LANDLORD for any reasonable attorney fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

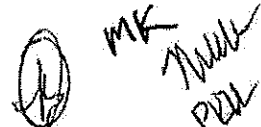
21. RELATIONSHIP. It is expressly understood that the LANDLORD shall not be construed or held to be a partner, joint venture or associated of the TENANT in the conduct of its business and the relations between the parties hereto is and shall at all time remain that of landlord and tenant.
22. NOTICE. 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 mailed to the TENANT at the address in Paragraph 1 of this LEASE, registered or certified mail, return receipt requested, postage prepaid. 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, at the address in Paragraph 1 of this LEASE. Either party may designate a substitute mailing address at any time by written notice to the other party.

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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) 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 clean and tenantable. IF LANDLORD in writing permits TENANT to leave any such goods and chattels at the LEASED PREMISES, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by through or under LANDLORD.

24. HAZARDOUS MATERIALS. Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances, including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which related to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials, in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the lease premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its own 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 and 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 terms of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

25. LIMITATION OF LIABILITY. TENANT agrees to look solely to LANDLORD's interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain injunctive relief against

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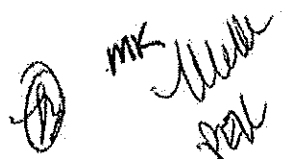
LANDLORD or LANDLORD's successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.

26. **LANDLORD DEFAULT.** LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or as 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 LEASED PREMISES notifies TENANT that such holder has taken over LANDLORD's rights under this LEASE, TENANT shall not assert any right to deduct cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
27. **WAIVER OF RIGHTS.** No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
28. **AUTHORITY/SUCCESSORS AND ASSIGNS.** LANDLORD and TENANT each represent and warrant that the persons signing this LEASE on their behalf are each duly authorized and fully empowered to commit and bind the parties to the terms, covenants and conditions of this LEASE. The covenants and agreement 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, administrator, 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.
29. **HOLDOVER.** If TENANT fails to vacate the LEASED PREMISES at the termination of this LEASE, then all of the terms of this LEASE shall be applicable during said holdover period, except for rental payments. THE rent shall be increased to 150% of the then-current monthly 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 lease premises at the termination of this LEASE.
30. **JURY TRIAL WAIVER.** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR

Handwritten initials and signatures in the bottom right corner of the page. The initials "MK" are written in a large, bold, slanted font. To the right of "MK" are two handwritten signatures in cursive script, one above the other. The top signature appears to be "M. K. [unclear]" and the bottom one is "P. [unclear]".

SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT MY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING BASED UPON OR RELATED TO THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FORCIBLE ENTRY AND DETAINER ACTION OR OTHER PROCEEDING SHALL BE HEARD BEFORE A SINGE JUDGE OF THE APPROPRIATE DISRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

31. ARBITRATION. LANDLORD or TENANT may elect arbitration, to which the other party shall be required to submit to with regards to any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, and excluding only claims for injunctive relief, may be determined by arbitration consistent with the following:
- (a) The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA").
  - (b) Within seven (7) days after service of the notice of arbitration, the parties shall make reasonable efforts to agree upon a single arbitrator. If at the conclusion of those seven days, the parties have not agreed upon a single arbitrator, the parties shall petition AAA to provide a list of five qualified arbitrators with experience presiding over claims substantially similar to those pled in the notice of arbitration. Within five (5) days after receiving the list of qualified arbitrators, each party shall submit to AAA a numerical ranking of their preference as among these five arbitrators. The highest mutually ranked arbitrator shall preside over the parties' dispute.
  - (c) The arbitration shall take place in a neutral location in Portland, Maine.
  - (d) A hearing shall be held within ninety (90) days of the filing of the notice of arbitration. Within fourteen (14) days after the hearing concludes, the arbitrator shall issue a brief, but reasoned award.
  - (e) To begin an arbitration under this paragraph, a party must file a notice of arbitration and personally serve that notice upon the opposing party. The notice shall contain a short and plain statement of the claim(s) for relief sought. In response, the responding party may assert a counterclaim but must file an answer to the notice of arbitration admitting or denying all facts and allegations contained therein and asserting any affirmative defenses.
  - (f) Within forty-five (45) days after service of the notice of arbitration, each party agrees to provide to the other all documents that it reasonably believes are relevant to any claim or defense in the action, regardless of whether such

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documents are helpful or hurtful to the producing party's case. No document requests, interrogatories, or requests for admission shall be permitted. Each party shall be entitled to take up to five (5) hours of deposition discovery.


(g) Upon motion or at the arbitrator's discretion, discovery sanctions may be awarded in an amount up to the amount in controversy for failing to comply with the mandatory disclosure obligations or engaging in other dilatory or unethical practices.

(h) Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(i) An award issued by the arbitrator pursuant to this arbitration agreement may be confirmed in any United States district court with the jurisdiction to confirm and enter judgment on the arbitration award.

In any arbitration proceeding arising from any material breach by any party of any of its obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable expenses in such action, including the fees of the arbitrator and reasonable attorneys' fees and expenses.

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 and their heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this LEASE shall not be recordable but each party hereto agrees, 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 shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision of this LEASE shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises, or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have not 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

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writing between LANDLORD and TENANT, and not act or omission of any employee or agent of LANDLORD shall alter, change, or modify any 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.

33. BROKERAGE: LANDLORD was not represented by a broker. TENANT'S BROKER is John Robinson of Re/Max by the Bay.. LANDLORD agrees to pay \$2000.00 to TENANT's BROKER . TENANT agrees to pay any and all other other brokerage claims against LANDLORD by TENANT'S BROKER after the \$2000.00 fee is paid.

34. MISCELLANEOUS:

- A. TENANT shall, within 5 days of execution, or as soon as the phone company is able, have two phone lines operational at the LEASED PREMISES. LANDLORD will have TYCO return to reconnect Fire Monitoring System and notify Portland Fire Department.
- B. LANDLORD agrees to provide natural gas to the premises, but only if said gas can be brought to the premises at a cost not more than \$2000.00 and LANDLORD is able to obtain an easement for said gas line. In the event gas cannot be provided within the 90 day fit up/build out period, the TENANT shall have the option to extend the fit up/build out period until such time gas may be obtained. Base rent shall commence upon connection of gas to the PREMISES.
- C. TENANT may opt to terminate this lease in the event gas cannot be brought to the premises, all parties being released.
- D. LANDLORD will install new gas fired boiler.
- E. In the event TENANT wants a different water heater, TENANT may install it as its own expense.
- F. In the event TENANT is unable to obtain necessary permits for the build-out of the LEASED PREMISES within the 90 day period, TENANT may elect to terminate this LEASE and will notify LANDLORD in writing within the 90 days.

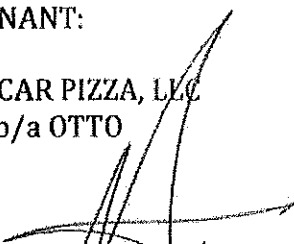
THIS DOCUMENT IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY

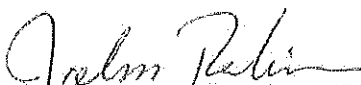
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 7<sup>th</sup> day of August, 2015.

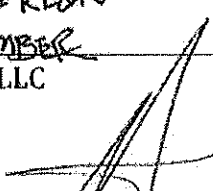
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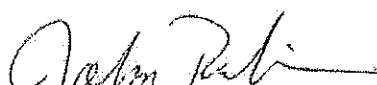
TENANT:

OSCAR PIZZA, LLC  
d/b/a OTTO


  
BY: MIKE KEON  
IT'S ~~MEMBER~~  
MASHED, LLC

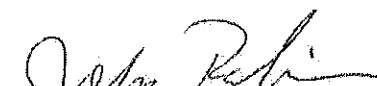
  
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BY: MIKE KEON  
IT'S ~~MEMBER~~

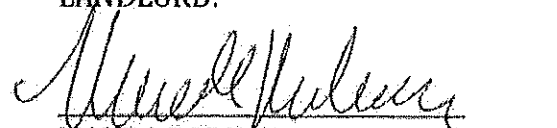
  
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FAT DRAGON, LLC

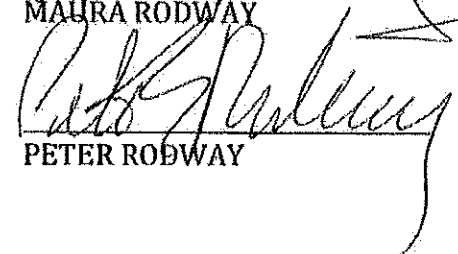
  
BY: TODD BERNARDS  
IT'S ~~MEMBER~~


  
WITNESS 8/7/15 3:29pm

LANDLORD:

  
MAURA RODWAY

  
WITNESS 8/7/15 3:29pm

  
PETER RODWAY

  
WITNESS 8/7/15 3:29pm