

## COMMERCIAL LEASE AGREEMENT FOR MASSACHUSETTS

This COMMERCIAL LEASE AGREEMENT FOR MAINE (hereinafter the "**Agreement**") is entered into on April 21, 2017 by and between AK, LLC (hereinafter "**Landlord**"), Eggy, LLC (hereinafter "**Tenant**"), and Ari Modugno (hereinafter "**Guarantor**") (Landlord, Tenant, and Guarantor each a "**Party**" to this Agreement and collectively the "**Parties**").

### WITNESSETH:

**WHEREAS**, Landlord manages the real property being leased under this Agreement, which is situated at 30 City Center, Portland, Maine 04101 (hereinafter the "**Premises**"). Landlord's business address is 574 Congress St, PORTLAND, Maine 04101;

**WHEREAS**, the owner of the Premises is Maura & Peter Rodway, located at PO Box 444, Portland, Maine 04112;

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein;

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein; and

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

### 1. DEFINITIONS

- a. An "**Alteration**" means any change or improvement to the physical structure or materials comprising the Premises besides mere decorative changes that can quickly and easily be restored to their original states.
- b. "**Common Areas**" means those areas on the Property that are not leased to individual tenants and are available for use by all tenants and other occupants of the Property and Landlord maintains control and responsibility over.
- c. A "**Fixture**" means a moveable item of personal property (a chattel), including trade fixtures, that becomes part of the Property by reason of being attached thereto and cannot easily be removed without damaging or requiring repair of the Property.

- d. **"Furnishings"** means all Fixtures, appliances, furniture, and other personal property upon the Premises during the term of this Agreement and provided or owned by Landlord, as itemized on Schedule A – Furnishings, attached hereto and incorporated herein by reference, or otherwise agreed upon by the Parties in writing.
  - e. **"Normal wear and tear"** means deterioration that occurs when the Premises or any of its Furnishings is used as intended, without negligence, carelessness, accident, or abuse by Tenant or Tenant's agents, guests, licensees, invitees, subtenants, assignees, or successors.
  - f. The **"Property"** means the entire portion of the individual piece of real estate owned by Maura & Peter Rodway where the Premises (the leased unit) is located, including, without limitation, the land containing the Premises itself, all Common Areas, buildings, and any other leased units located thereon.
2. **TERM.** This Agreement is for the leasing of the above-described Premises for a fixed term beginning at 12:00 noon on June 01, 2017 and ending at 11:59 PM on May 31, 2022.
3. **RENT.** Tenant agrees to pay Landlord rent in the amount of \$3,000.00 due on or before the 1st day of each month. The first rental payment will be due on June 01, 2017. The total rent due for the entire term of this Agreement is \$0.00. All rental payments will be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Please be advised that any payments lost in the mail or otherwise late by no fault of Landlord will be treated as if unpaid until received. Landlord will receive any payments due under this Agreement at the following location(s):

**TO:** AK, LLC

**ADDRESS:** 574 Congress St  
PORTLAND, Maine 04101

4. **PAYMENT METHODS ACCEPTED**

- a. Landlord accepts payment of any amounts that may become due under this Agreement by the following methods of payment:
  - i. Check
  - ii. Online, paid as follows: deposit into account that we'll specify.
- b. Landlord reserves the right to change the payment methods accepted at any time by giving notice to Tenant.

5. **SIGNING INCENTIVES.** The following signing incentives are granted for this unit: no.
6. **LATE FEE.** In the event that any rental payment required to be paid by Tenant under this Agreement is not made within 10 days of when due, in addition to the rental payment due, Tenant will pay Landlord a nonrefundable late fee of \$100.00 for each late payment Landlord receives.
7. **DISHONORED PAYMENTS, NON-SUFFICIENT FUNDS.** Tenant will be liable for a nonrefundable sum of \$50.00 for each payment Landlord receives that is dishonored by a banking institution (also known as "bouncing" a payment). If Tenant tenders a check or otherwise makes a payment that is dishonored by a banking institution, then, at Landlord's option, Landlord may require Tenant to make all future payments by a payment method of Landlord's choosing, such as by cash or cashier's check, until such time as Tenant obtains written consent from Landlord to use checks or other payment methods again.
8. **KEYS.** Tenant will be given the following keys to the Premises: 2 Tenant will make a nonrefundable payment of \$5.00 per key for any key not returned to Landlord following termination of the Agreement. If Tenant loses keys or is locked out and re-keying the locks becomes necessary, Tenant is responsible for covering the costs of replacement keys or re-keying the locks unless Landlord agrees otherwise.
9. **KEEPING ANIMALS.** The rules for keeping animals on the Premises are as follows: NA Should any portion of the pet deposit be nonrefundable, it will be used upon the termination or expiration of this Agreement for the purposes of cleaning or repairing the unit and Common Areas of the Premises. The rules in this paragraph may be changed at a later time by written agreement between the Landlord and Tenant.
10. **PARKING.** Unless Tenant receives Landlord's prior written consent, Tenant may not park a vehicle on the Property. If Tenant receives Landlord's prior written consent to park on the Property, Tenant may only park a vehicle that is registered in Tenant's name; Tenant may not assign, sub-let, or allow any other person to use a parking space for more than one day; all vehicles kept on the Property must be operational and have proper registration, tags, decals, and licenses as required by local and state laws; Tenant may not park a vehicle on the Property that is leaking any substance; and Tenant may not wash, repair, or paint a vehicle on the Property. Any vehicle not meeting these requirements, or any unauthorized vehicles, will be removed at Tenant's expense after being given 72 hours' notice.
11. **SMOKING POLICY.** Tenant may not conduct or permit any smoking inside the Premises or in Common Areas.
12. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant will deposit with Landlord the sum of (the "**security deposit**"), receipt of which is hereby

acknowledged by Landlord, as security for any damage caused to the Premises or Furnishings during the term hereof as well as the faithful performance of the terms of this Agreement. Landlord will provide the following cleaning, maintenance, or renovations for this Premises prior to Tenant's move in: NA

After Tenant has vacated the Premises, Landlord may use the security deposit for any damage other than normal wear and tear to the Premises, Furnishings, the building and its furnishings, the Common Areas, any rent or other amounts owed pursuant to this Agreement, and Tenant's breach of any provision of this Agreement. In the event of damage other than normal wear and tear to the Premises, the Furnishings, the Common Areas, or the buildings and its furnishings, of which the Premises are a part of, Landlord will not be limited to these security deposit funds and Tenant will remain liable to the full extent of the damages. In this Agreement, "normal wear and tear" means deterioration that occurs when the Premises or any of its Furnishings is used as intended, without negligence, carelessness, accident, or abuse by Tenant or Tenant's agents, guests, licensees, invitees, subtenants, assignees, or successors. If a Move-In/Move-Out Inspection Checklist (the "**Checklist**") (see Schedule C) is incorporated into this Agreement by agreement of the Parties, such checklist may be used to determine whether any damage or deterioration of the Premises or Furnishings exceeds normal wear and tear and therefore requires a deduction from the security deposit or further compensation. Both Landlord and Tenant will retain copies of any such checklist if executed.

The security deposit must be returned to Tenant upon the termination of this Agreement without interest, except to the extent required by any applicable laws or ordinances, in which event interest will be computed and paid per the then-applicable terms of any such law or ordinance, less any setoff for the reasons included herein.

Tenant may not use said security deposit for rent owed during the term of the Agreement or for any other sum due under the Agreement. Landlord will furnish Tenant an itemized statement indicating any amounts deducted from the security deposit and the exact reasons for such deductions, and return the balance of the deposit to Tenant (the statement and balance of the deposit collectively called the "**Refund**"). If Tenant fails to furnish a forwarding address to Landlord, then Landlord will send said Refund to the Premises or to Tenant's last known address. Landlord will send the Refund to Tenant after the tenancy has ended within the time limits set by state law.

Without limitation on the foregoing, the return of Tenant's security deposit is subject to the following conditions:

- a. The full term of the Agreement has ended;

- b. All rent and any late charges or other fees have been paid in full;
- c. All utility bills are paid in full and written proof given to Landlord;
- d. All keys, Furnishings, and other items that Landlord provided are returned to Landlord or their original locations;
- e. Any damage to the Premises or the Property beyond normal wear and tear has been fully repaired;
- f. Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
- g. All of Tenant's personal property has been removed; and
- h. The entire Premises has been professionally cleaned or cleaned as though professionally cleaned, including carpets, bathrooms, countertops, kitchen and kitchen appliances, light fixtures, windows, and cabinets. Outdoor areas under Tenant's control must likewise be put in good order. If Tenant has not caused the Premises and Furnishings to be so cleaned prior to vacating the Premises or Landlord finds that Tenant's cleaning is poorly conducted, Landlord may use the security deposit to professionally clean the Premises and Furnishings. Tenant further agrees that if any carpeting in a room or hallway must be replaced due to odors or stains, Tenant will be liable for replacement of all carpeting in such room or hallway or otherwise as is reasonably required to avoid a "patched" appearance of the replacement carpeting.

13. **OTHER FEES AND DEPOSITS.** In addition to the fees and deposits listed herein, the following fees and deposits apply to this Agreement: none

14. **UTILITIES AND SERVICES PROVIDED; INTERRUPTIONS**

- a. Tenant is responsible for arranging and paying for all utility services and other services required on the Premises with the exception of the following services to be paid for and managed by Landlord:
  - i. no
- b. Within three business days after the beginning of the term, Tenant must arrange for such utilities or services and for billing directly to Tenant. The Party responsible for paying any particular utility or service will not be liable for failure to furnish the utility or service when the cause of such failure is beyond that Party's control. Should Landlord cause an interruption in water, sewer, gas, or electric, or an

interference with the restoration of such utilities, for a period lasting beyond 48 hours, rent will be abated for each day the interruption or interference continues beyond such 48-hour period.

15. **RECYCLING.** Recycling disposal for sanctioned materials is available for collection at this property.
16. **USE OF PREMISES.** The Premises and Furnishings must only be used and occupied by Tenant and Tenant's employees, agents, contractors, invitees, guests, servants, visitors, licensees, or subtenants. During the term of this Agreement, the Premises will be used solely for carrying on Tenant's Donuts business and ancillary uses thereto in compliance with applicable laws, bylaws, and regulations relative to the Premises and to the business conducted thereon (the "**Permitted Use**"). Tenant must obtain Landlord's prior written consent to use the Premises or Furnishings for any use not considered a Permitted Use. Tenant will carry on business under its current name and will not change its name without the prior written consent of Landlord. If Tenant's business requires opening the Premises to the public, then the Premises must be fully furnished, stocked, staffed, and organized as of the date of opening and remain so throughout the remainder of the term. Tenant must continually occupy and use the entire Premises in conducting its business in a reputable manner and on such days and during such hours as agreed upon with Landlord. Furthermore, Tenant must not allow others to occupy or use the Premises, Furnishings, or any part thereof for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant must conduct all business in compliance with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises and its Furnishings, and must promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage, or injury, at Tenant's own cost and expense. Tenant is responsible for contacting Landlord, local authorities, a licensed attorney, or the owners association, if any, regarding any laws and regulations that it may have questions regarding.
17. **LEASING TO COMPETITORS.** Upon the execution of this Agreement, Landlord promises and covenants that no other property owned by Landlord or Landlord's company within a \_\_\_\_\_-mile radius of the Premises is being or will be leased, rented, or sold to any other business selling substantially the same products or services as Tenant during the term of this Agreement. At Tenant's request, Landlord will take appropriate preventative action against any other tenants or subtenants who engage in substantially similar business. In addition to any other rights and remedies at law, Tenant will be entitled

to a rent abatement covering any period in which Landlord fails to prevent such unauthorized competition.

**18. CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises and Furnishings, and that the Premises and Furnishings are at the time of this Agreement in good order, repair, and in a safe, clean, and tenantable condition. Tenant will give Landlord written notice, including photographic and/or video evidence, within five days after the beginning of the agreement of any portion of the Premises or Furnishings found to not be in such good condition. Landlord reserves the option of incorporating a Move-In/Move-Out Inspection Checklist (see Schedule C) within this timeframe to serve as evidence of the condition of the Premises at move-in and move-out.

**19. PREMISES AND COMMON AREA RULES AND DETAILS**

a. NA

**20. ASSIGNMENT, SUB-LETTING, AND RELEASE.** Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Tenant's assignment or sub-letting will not relieve Tenant of any right or obligation hereunder unless Landlord signs a written release to such effect. Consent by Landlord to one such assignment, sub-letting, or license will not be deemed to be consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law will be absolutely null and void and will, at Landlord's option, terminate this Agreement.

**21. GUARANTOR**

a. **PROMISE TO PAY. FOR VALUE RECEIVED,** and to induce Landlord to lease the Premises to Tenant upon the terms and conditions in this Agreement, Guarantor unconditionally promises to pay Landlord any and all monies due or that may become due under this Agreement, whether absolute or contingent, in the event that Tenant is unable to pay such amounts as required by this Agreement.

b. **CONTINUING OBLIGATION.** Guarantor agrees that its obligations under this Agreement may not be revoked and will continue and remain in effect until such time that Landlord receives all monies and debts owed hereunder. Guarantor's obligations will continue despite Tenant's insolvency, reorganization, or legal discharge of all or part of Tenant's debt in bankruptcy and regardless of any waiver or postponement by Landlord of enforcing a right under this Agreement.

c. **INDEPENDENT OBLIGATION.** Guarantor agrees that its obligation to pay under this Agreement is independent of any other person's or entity's obligation to pay Tenant's debt, including any obligation of Tenant or another guarantor. Without notice to Guarantor, Landlord may release Tenant or any other person or entity obligated to pay Tenant's debt; secure collateral; add additional guarantors; and renew, extend, or modify Tenant's obligation on any terms agreed upon between Landlord and Tenant without affecting Guarantor's obligation hereunder. Guarantor agrees not to exercise any right of subrogation, contribution, or reimbursement against another person or entity liable for Tenant's debt until such time as Landlord has received full satisfaction of Tenant's debt.

22. **FURNISHINGS; LANDLORD'S PROPERTY.** Unless otherwise agreed by Landlord in a signed writing, all Furnishings and other property owned by Landlord or provided to Tenant by Landlord will remain Landlord's property at all times, whether or not such property is itemized on Schedule A and whether or not such property is existing upon the Property at the start of this Agreement. Tenant agrees not to damage or misuse any Furnishings or other property owned or provided by Landlord and to return all such property to Landlord at the termination of this Agreement.

23. **FIXTURES AND ALTERATIONS.** Tenant may not add or remove any Fixtures or Alterations on the Premises without the prior written consent of Landlord. Landlord will give consent in a timely manner so as to not disrupt Tenant's business operations and such consent may not be unreasonably withheld. Upon receiving written consent, Tenant may install Fixtures and Alterations for conducting its business operations on the Premises so long as such installation or use does not damage or interfere with the existing mechanical systems, electrical systems, or structural integrity of the Property. Landlord will own and keep any Fixture or Alteration located on the Premises in which Landlord pays 50% or more of the total costs associated with its purchase, installation, and maintenance. If Tenant is unclear as to the ownership of a Fixture or Tenant's rights over a Fixture at the expiration of the Agreement, it is Tenant's responsibility to clarify such status in writing with Landlord. If Tenant adds or removes a Fixture or Alteration with Landlord's consent, Tenant is responsible for repairing any damage to the Premises that may occur as a result of such addition or removal. Upon removing any Fixture or Alteration, Tenant must return the Premises to as good of condition as it would have been if such Fixture or Alteration had never been installed. Landlord reserves the right to require that Tenant remove any Fixtures or Alteration installed by Tenant from the Premises upon the termination of this Agreement. Unless otherwise agreed in writing with Landlord, all of Tenant's Fixtures, Alterations, or personal property remaining on the Premises after the termination of this Agreement will become the property of Landlord at the termination of the Agreement—as such, **Tenant will pay the cost of removal of any such property so remaining on the Premises.** Examples of Fixtures include, without limitation, attached shelves, lighting,



curtains, blinds, booths, bars, fences, sign posts, trees, and shrubs. Examples of Alterations include, without limitation, the following:

- a. Altering the surfaces of the Premises in any way, for example painting, wallpapering, carpeting, or changing the material of the flooring;
- b. Performing any structural alterations, for example adding or removing walls, adding or removing windows or doors, changing the material of any facade or flooring, or adding or removing support beams;
- c. Adding, removing, or allowing the addition or removal of any signage for purposes of advertising or otherwise;
- d. Altering the amount of gas, water, or electricity normally used on the Premises as well as adding or removing electrical wiring or heating units; and
- e. Adding or removing any radio antenna or tower.

24. **APPLIANCES.** Appliances that are located on the Premises are there solely for the convenience of Tenant, and Landlord assumes no responsibility for their operation. While on the Premises, Tenant is free to use them; however, Tenant does so at Tenant's own risk. In the event that appliances fail to function not due to Tenant's own misuse, the Landlord is not liable for the maintenance, repair, or damages, with the exception of the following appliances, if provided by Landlord: refrigerator, microwave, dishwasher, washer/dryer, heating, and A/C units.

25. **HAZARDOUS MATERIALS.** Tenant may not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

26. **MAINTENANCE AND REPAIR; TENANT RESPONSIBILITIES.** Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises and Furnishings in good and sanitary condition and repair during this Agreement and any renewal thereof. Tenant's responsibilities include, without limitation, the following items, and any departure therefrom requires Landlord's prior written consent:

- a. Obeying all rules and regulations posted by Landlord regarding the use and care of the Premises, Furnishings, and Common Areas;
- b. Not obstructing the driveways, sidewalks, courts, entry ways, stairs, and/or halls, which may be used for the purposes of ingress and egress only;

- c. Not have any of the following prohibited items on the Premises or Property: illegal firearms or weapons, illegal drugs, hazardous or toxic chemicals or materials, or other items prohibited by law;
- d. Keeping all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair;
- e. Not building any fires or using grills on the Premises except in areas designated for such purposes by Landlord;
- f. Not obstructing or covering the windows or doors;
- g. Not tampering or disabling any smoke detectors installed on the Premises, and contacting Landlord for instructions on how to proceed should any smoke detectors become disabled or need new batteries;
- h. Not leaving windows or doors in an open position during any inclement weather;
- i. Not hanging any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony nor drying any of the same within any yard area or space;
- j. Not altering, rekeying, or installing any locks on the Premises, or painting or wallpapering the Premises;
- k. Not using or possessing any liquid-filled furniture, including, but not limited to, waterbeds and aquariums, on the Premises;
- l. Not permitting waste matter of any kind to accumulate on the Premises or in the Common Areas;
- m. Not placing placards, signs, or other exhibits in windows or any other place where they can be viewed by other tenants or by the general public;
- n. Keeping all air conditioning filters on the Premises clean and free from dirt;
- o. Keeping all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and using the same only for the purposes for which they were constructed. Tenant may not allow any sweepings, rubbish, sand, rags, ashes, or other such foreign substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse will be borne by Tenant;
- p. Maintaining order at all times and at all places on the Premises and Common Areas, and not making or permitting others to make any loud or improper noises, disturb

other tenants, or otherwise create a nuisance by interfering with the quiet enjoyment of other tenants or those in the surrounding area;

- q. Notifying Landlord of any damage or of any situation that may significantly interfere with the normal use of the Premises or to any Furnishings or other property supplied by Landlord;
- r. Keeping all radios, television sets, stereos, etc. turned down to a level of sound that does not annoy or interfere with other tenants or persons on adjacent properties;
- s. Not causing Common Areas to become disorderly or unkempt;
- t. Not causing harm to the Premises, negligently depleting the Premises' resources, or otherwise committing waste on the Premises;
- u. Depositing all trash, garbage, rubbish, or refuse in the locations provided therefore and not allowing any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the Common Areas;
- v. **Making all requests concerning security devices in writing;** and
- w. Abiding by any and all rules and regulations affecting the Premises or the Common Areas appurtenant thereto that may be adopted or promulgated by Landlord or other entity having authority over the Property.

27. **MAINTENANCE AND REPAIR; LANDLORD RESPONSIBILITIES.** In addition to any responsibilities required by law, Landlord agrees to the following responsibilities:

- a. Maintain the Premises in a safe and fit condition, including, but not limited to, repairing any structural damages or weaknesses not due to Tenant's negligent or intentional acts;
- b. At Landlord's sole expense, make any repairs required in order for the Premises and its Furnishings to be in compliance with applicable building codes, unless the repairs were necessitated by the negligence or intentional acts of Tenant. If Tenant believes repairs are necessary, Tenant must contact Landlord and request such repairs;
- c. Maintain, repair, and replace, whenever necessary, the heating, plumbing, air conditioning, and electrical systems of the Common Areas;
- d. Maintain the general upkeep of the Common Areas and exterior surfaces of the buildings, except as otherwise provided herein. Such upkeep of the Common Areas

will include, without limitation, maintaining adequate lighting, keeping walkways clear of debris and graffiti, maintaining parking lines and signage, and landscaping;

- e. Make a good faith effort to address any of Tenant's concerns about the neatness or cleanliness of Common Areas and the noise level and behavior of any other tenants on the Property; and
- f. Monthly Pest Control provided by tenant.

**28. TENANT'S RIGHT TO WITHHOLD RENT; OTHER REMEDIES.** Where a repair is the responsibility of Landlord, Tenant must notify Landlord with a written notice stating what item needs servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item. Tenant acknowledges that rent may not be withheld under any circumstance unless the failure to repair constitutes a substantial breach of this Agreement and a written notice has been served on Landlord at the appropriate location giving Landlord a reasonable time to make the repair. Reasonable notice will in no case be less than 30 days, but in emergency situations, Tenant must provide notice as soon as possible.

**29. EXCESSIVE DAMAGE TO PREMISES.** Excessive damage to the Premises or Furnishings by Tenant, invitees, agents, or guests is grounds for Landlord to evict Tenant. In the event that the Premises or Furnishings are destroyed or rendered wholly unfit for carrying on Tenant's business operations by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant or Tenant's invitees or guests, Landlord will commence repairs within 30 days of receiving notice of such damage, returning the Premises and Furnishings to the condition they were in prior to the damage occurring. All repairs will be completed within 180 days of commencement if feasible. If Landlord fails to complete repairs within 180 days, then Tenant may choose to terminate the Agreement. Rent will abate from the date of such destruction or damage until repairs are complete. The rental payments required herein will then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises or Furnishings, with Tenant paying up to such date and Landlord refunding payments collected beyond such date. Should a portion of the Premises thereby be rendered unfit for occupancy, Landlord will have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such portion, the rental payments due will abate in the proportion that the injured parts bears to the whole Premises, and such part so injured will be restored by Landlord as speedily as practicable, after which the full rent will recommence and the Agreement continue according to its terms.

**30. OBLIGATION TO NOTIFY.** Upon receiving notice thereof, Tenant will immediately notify Landlord of any defects, accidents, events, circumstances, conditions, or hazards on the Premises or any systems thereof that have caused, are causing, or may potentially cause

injury or damage to the Premises or any person or property located therein or nearby. Tenant will notify Landlord by all instantaneous methods of communication available, including phone, email, mobile texting, fax, in person, or otherwise.

31. **CONSTRUCTIVE EVICTION.** When conditions beyond Tenant's control cause the Premises to become wholly unfit for carrying on Tenant's business operations due to damage by fire, water, nuisance, or other casualty, and Landlord is responsible for remedying those conditions but does not do so within a reasonable time after notification by Tenant, Tenant may vacate the Premises, terminate this Agreement, and withhold future rent. Tenant may also choose to pay a proportionate share of the rent according to the nature and extent of the damage sustained until the Premises has been rebuilt or made fit for the purpose of carrying on Tenant's business as conducted before the event causing the Premises to be unfit. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period that Tenant is constructively evicted.
32. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the term, through no fault of Landlord or its agents, then Landlord or its agents will have no liability, but the rental payments herein provided will abate until possession is given. Landlord or its agents will have 30 days to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rent due starting from the date possession is tendered. In the event that possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder will terminate.
33. **INSURANCE.** It is acknowledged that, unless otherwise noted, Landlord does not maintain insurance to cover Tenant's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees unless resulting from Landlord's intentional or negligent acts. Tenant must maintain any and all insurance required by law during the term of the Agreement.
  - a. Tenant must take out and maintain the following types of insurance:
    - i. Comprehensive public liability insurance
    - ii. Landlords to be names as 'Additional Loss Payee' on GL Insurance. Certificate mailed to Landlord prior to opening.
34. **INSURANCE POLICIES.** Tenant will provide Landlord with copies of all insurance policies required by this Agreement on the date of commencement of the term or when otherwise agreed in writing. Tenant will provide Landlord with 30 days' notice of any

potential cancellation or material change that is to occur in an insurance policy required to be maintained by this Agreement. Tenant may not cause, allow, or omit to do anything on the Premises or in Common Areas that increases the rate of Landlord's insurance on the Premises or causes Landlord's insurance to become subject to cancellation without prior written consent of Landlord. Without waiving the foregoing statement, upon demand by Landlord, Tenant will pay the cost of an increase in such insurance occasioned by reason of Tenant's act, allowance, or omission. Tenant will also promptly cease and remedy all activity that caused an increase in such insurance. Landlord has the right to terminate this Agreement if Tenant's act, allowance, or omission causes a cancellation of Landlord's insurance or causes Landlord's policy to become subject to cancellation. Tenant also covenants as follows: Landlords to be names as 'Additional Loss Payee' on GL Insurance. Certificate mailed to Landlord prior to opening.

35. **ENTRY OF PREMISES; NOTICE REQUIRED.** Upon giving the appropriate notice to Tenant, as specified below, Landlord and Landlord's agents have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements on the Property; to show the Premises to prospective tenants, purchasers, or lenders; to make any repairs, additions, or Alterations as may be deemed appropriate by Landlord for the preservation or improvement of the Premises, Furnishings, or Property; or to otherwise comply with this Agreement. If Landlord so chooses to make any repairs or improvements to the Premises, Landlord may not be liable to Tenant for constructive eviction or any consequential damages directly or indirectly suffered by any person or property, including, without limitation, any disruption of services provided to Tenant or disruption of Tenant's business, unless Tenant suffers a substantial hardship as a result of Landlord's actions such that there is a significant and demonstrable hardship, economic or otherwise, that impairs the business' continuing viability. Landlord and its agents further have the right to exhibit the Premises and to display the usual "for sale," "for rent," or "vacancy" signs on the Premises at any time within 90 days before the expiration of this Agreement. Landlord and Landlord's agents have the right of entry for the purpose of removing placards, signs, Fixtures, Alterations, or additions that do not conform to this Agreement or to any restrictions, rules, or regulations affecting the Premises. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, to address an emergency, or as provided otherwise herein. At all times Tenant must provide Landlord with the keys, codes, or other items necessary for unlocking all locks and devices permitting entry. Tenant further agrees to seek permission from Landlord in writing if Tenant seeks to install any security alarm system or other security devices and, if granted, to provide instructions on how to disarm such alarm or security devices in case of emergency.

- a. **NOTICE REQUIRED.** In the event that Landlord reasonably believes that an emergency exists, such as a fire or serious damage or serious danger to the continued welfare of the Premises or Furnishings, or reasonably believes that the Premises has been abandoned, Landlord will not be required to provide Tenant with advanced notice before entering the property. In all other situations, Landlord will be required to provide notice in compliance with state law.
  
36. **SUBORDINATION OF AGREEMENT.** This Agreement and Tenant's interest hereunder are and will be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises or Furnishings by Landlord; all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances); the interest payable on such mortgages, liens, or encumbrances; and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.
  
37. **LIENS AND ENCUMBRANCES.** Tenant must obtain Landlord's written consent prior to causing any work to be done on the Property that could result in any lien or encumbrance on an ownership interest in the Property, and Tenant is responsible for paying the cost of all such work unless otherwise agreed in writing. Tenant covenants that it will not cause any liens or encumbrance on the Premises or Property without Landlord's written consent, and will indemnify, defend, and hold Landlord harmless against any claim, loss, or other expense that may arise out of any such materials or services rendered. If any mechanical, construction, or other liens are created or filed against the Premises or Furnishings by reason of labor performed or materials furnished for Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, Tenant will upon demand, at Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so will entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.
  
38. **TERMINATION; TENANT'S HOLD OVER.** The tenancy will automatically terminate at the expiration of the term unless the Parties agree otherwise. If Tenant remains in possession of the Premises *without* Landlord's consent after the natural expiration of this Agreement, then Landlord may evict Tenant by providing the appropriate notice and taking the necessary steps according to state law. If Tenant remains in possession of the Premises *with* Landlord's consent after the natural expiration of this Agreement but without signing a new agreement for the Premises with Landlord, a month-to-month tenancy will be automatically created between Landlord and Tenant that will be subject to all of the terms and conditions hereof. Landlord will give Tenant 30 days' notice if there will be any change in the rental payment amount or frequency in the event of a periodic tenancy. Tenant and Landlord may not terminate this Agreement without 30 days' written notice if this becomes

a month-to-month tenancy. Failure of Tenant to provide appropriate written notice to terminate a month-to-month tenancy will result in Tenant's continuing obligation under this Agreement for up to 30 days.

39. **SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Tenant must surrender the Premises and Furnishings in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to normal wear and tear or damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Tenant or Tenant's invitees, visitors, licensees, or subtenants. If Tenant changed the color of the walls or made other such cosmetic changes, then Tenant must return the appearance of the Premises and Furnishings to the same state and condition as they were at the commencement of this Agreement unless otherwise agreed in writing. **If any of Tenant's property remains on the Premises after the last day of the term of this Agreement, such property will be considered abandoned unless Tenant received the prior written consent from Landlord to leave such property. Landlord may keep all abandoned property or remove such property at Tenant's expense.**
40. **TRIPLE NET LEASE.** The parties agree that this Agreement is a triple net lease. Tenant will pay and be responsible for payment of property taxes, building insurance, and maintenance. Tenant will only pay such taxes based on the portion of the tax period in which Tenant occupied the Premises. Tenant has the right to contest the taxes assessed in the name of Landlord. In addition, Tenant will pay any applicable sales or use taxes that may be levied on the Premises from time to time by the competent government authority. All terms and conditions of this Agreement will be read and interpreted in a manner consistent with this paragraph, notwithstanding any provision, language, or inference to the contrary. If any language in this Agreement contradicts or seems to contradict the terms of this paragraph, the terms of this paragraph will control absolutely.
41. **RENT AND OTHER ADJUSTMENTS TO THE AGREEMENT.** If Landlord pays a local tax based on rent and that tax increases, Landlord may pass through the increase by increasing the rent upon 30 days' notice to Tenant, but not before the new tax becomes effective. Landlord reserves the right to adjust the amount of the rental payments or any terms under this Agreement upon providing 30 days' notice at the expiration of the rental term by serving Tenant with written notice by certified mail. Landlord may make a corresponding adjustment in the security deposit after a rent increase.
42. **QUIET ENJOYMENT.** If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises and Furnishings. **Note:** Landlord promises to notify Tenant in the event that Landlord has applied for a permit to demolish the rental unit or in the event there are



outstanding inspection orders, condemnation orders, foreclosure proceedings, or declarations that the Property is unfit.

43. **EMINENT DOMAIN.** If the Premises, any part thereof, or any part of the Common Areas that substantially impact Tenant's use of the Premises is permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, this Agreement will terminate as of the date title vests as a result of the taking. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period in which the taking occurs.
44. **INDEMNIFICATION.** Landlord will not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises or Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant will defend, indemnify, and hold Landlord harmless from and against any and all losses, claims, liabilities, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises or Property to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or Property or from transactions of Tenant concerning the Premises or Furnishings; (c) Tenant's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the condition, occupancy, or use of the Premises, Property, or Furnishings; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
45. **NON-LIABILITY OF LANDLORD.** Landlord will not be liable for any damage or injury that may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste, or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical, gas, power conveyor, refrigeration, sprinkler, air conditioning, or heating systems, elevators, or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or of Landlord or Landlord's or this or any other tenant's agents, guests, licensees, invitees, subtenants, assignees, or successors; or attributable to any interference with, interruption of, or failure beyond the control of Landlord, of any services to be furnished or supplied by Landlord.

46. **INTEREST AND COSTS FOR NON-PERFORMANCE.** Until all outstanding monies owed to Landlord are paid in full, Tenant will pay Landlord monthly interest and other costs associated suffered by Landlord with Tenant's failure to pay any monies owed under this Agreement as they become due. Interest will be calculated based on the prime rate established by Landlord's bank plus the greater of 1% per annum and the maximum rate allowed by law.

47. **ATTORNEY'S FEES; JURY TRIALS.** In the event any dispute arises between Landlord and Tenant concerning this Agreement that results in litigation, the losing Party will pay the prevailing Party's reasonable attorney's fees and court costs, which will be determined by the court and made a part of any judgment.

It is acknowledged by the Parties that jury trials significantly increase the costs of any litigation between the Parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all Parties waive their rights to have any matter settled by jury trial.

48. **REIMBURSEMENT.** If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy is in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement. Upon Landlord's written consent, Tenant may make improvements or repairs to the Premises or Furnishings, or undertake an obligation of Landlord's, and deduct the relevant expenses from rental payments.

49. **WAIVER OF SUBROGATION RIGHTS.** So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks, or other now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies. Landlord and Tenant will obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

50. **DEFAULT.** If Landlord determines that Tenant is in default of this Agreement, Landlord will provide Tenant with the appropriate written eviction notice as specified under state law and under which Tenant may have a limited number of days to cure the default unless otherwise excepted or agreed. Tenant's sole remedy for default or failure to perform obligations under this Agreement by Landlord is rescission. Unless otherwise agreed in writing, it is a default under this Agreement if any of the following occur: bankruptcy proceedings are instituted by or against Tenant's business, a receiver or trustee is appointed

to manage all or substantially all of Tenant's business estate by reason of insolvency, Tenant assigns all or substantially all of Tenant's business estate for the benefit of its creditors, or Tenant prematurely vacates or abandons the Premises.

51. **NON-WAIVER OF RIGHTS.** Landlord's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant will not be deemed a waiver of such default, nor will it limit Landlord's rights with respect to that or any subsequent right. Notwithstanding any language in this Agreement to the contrary, none of Tenant's goods, equipment, Fixtures, or other chattels on the Premises are exempt from levy by Landlord's distress. Tenant hereby waives all rights of redemption and relief from forfeiture under law or equity now or hereafter existing that may result from Landlord's exercise of its right of distress.
52. **EXTENDED ABSENCE.** Tenant must notify Landlord of an anticipated extended absence from the Premises that will be in excess of seven days; however, the notice may be given as soon as reasonably possible after Tenant knows the absence will exceed seven days.
53. **ABANDONMENT; EVICTION.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the rental term, and Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. At this point, Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such re-letting. Landlord may then choose to hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term if this Agreement had continued in force and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord will consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord deems proper, and Landlord is hereby relieved of all liability for doing so.
54. **RECORDING OF AGREEMENT; CERTIFICATE OF REGISTRATION.** Tenant will not record this Agreement on the Public Records of any public office unless required by law. Unless recording is required by law, in the event that Tenant records this Agreement, this Agreement will, at Landlord's option, terminate immediately and Landlord

will be entitled to all rights and remedies that it has at law or in equity.

If required by law, Landlord will provide Tenant a copy of Landlord's Certificate of Registration, or any similar registration required, at the execution of this Agreement or commencement of the Agreement. If Landlord files an amended certificate during this Agreement, Landlord will furnish Tenant with a copy of the amended certificate within any applicable time limit after the amended certificate is filed with the municipal clerk, or with such other municipal official as is designated by the clerk or state or local law.

- 55. NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**IF TO LANDLORD SEND TO:**

AK, LLC  
574 Congress St  
PORTLAND, Maine 04101

**IF TO TENANT SEND TO:**

Eggy, LLC  
30 City Center  
Portland, Maine 04101

**IF TO GUARANTOR SEND TO:**

Ari Modugno

Portland, Maine 04101

Landlord and Tenant each have the right from time to time to change the place of notice by giving the other Parties written notice of this change. Tenant must immediately notify Landlord of any emergencies, dangerous conditions, or defects in and about the Premises or Furnishings of which Tenant becomes aware.

- 56. TELEPHONE NUMBERS.** Both Landlord and Tenant are entitled to know each other's telephone number, if any, at all times. Landlord and Tenant agree to notify each other within five calendar days of any change in their respective telephone numbers.

**Landlord's Telephone Number(s):** 978-886-8178 and 978-500-9993

**Tenant's Telephone Number(s):** 978-536-1433

**Landlord's Email Address(es):** mike@ottoportland.com and anthony@ottoportland.com

**Tenant's Email Address(es):** arimodugno@gmail.com

**57. GENERAL TERMS**

- a. ENTIRE AGREEMENT.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement. It is understood and agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.
- b. RELATIONSHIP OF THE PARTIES.** Nothing contained herein creates any business relationship or any other type of relationship between the parties other than a landlord-tenant relationship.
- c. SURVIVAL OF TENANT'S OBLIGATIONS.** All of Tenant's obligations and covenants arising by or during the term of this Agreement and that are not fulfilled at the termination of this Agreement will survive the termination of this Agreement.
- d. MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.
- e. SEVERABILITY.** If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.
- f. CUMULATIVE RIGHTS.** Landlord's and Tenant's rights under this Agreement are cumulative and will not be construed as exclusive of each other unless otherwise required by law.
- g. JOINT AND SEVERAL LIABILITY.** If more than one person signs this Agreement, then the liability of the persons so signing will be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between Landlord and

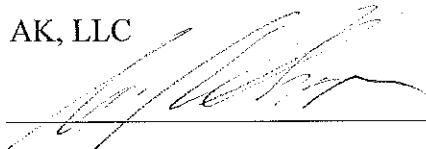
Tenant. For example, one person signing the Agreement may be liable for any or all damages to the Premises or Furnishings, even if caused by another person signing the Agreement, and one person signing the Agreement is liable for the total amount of rent due, even though other persons have also signed the Agreement.

- h. BINDING EFFECT.** The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto. The obligations of Landlord under this Agreement will not be binding upon Landlord named herein with respect to any period subsequent to the transfer of Landlord's interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations will thereafter be binding upon each transferee of the interest of Landlord.
- i. GOVERNING LAW.** This Agreement will be governed, construed, and interpreted by, through, and under the laws of Maine.
- j. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.
- k. CONSTRUCTION.** The pronouns used herein include, where appropriate, either gender or both, singular and plural.
- l. SINGULAR/PLURAL.** The terms "Landlord" and "Tenant" include the singular as well as the plural.
- m. NON-WAIVER.** No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Tenant's duties and liabilities hereunder.
- n. TIME OF ESSENCE.** Time is of the essence for this Agreement.
- o. FORCE MAJEURE.** Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.
- p. COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Tenant further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

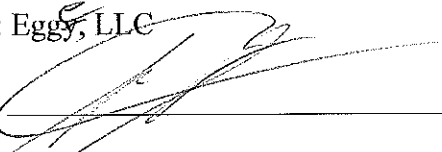
**LANDLORD:**

Print: AK, LLC

Sign:  Date: 5/31/17

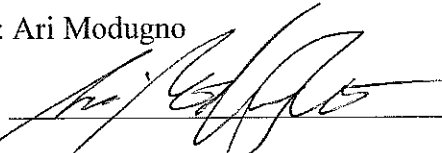
**TENANT(S):**

Print: Eggy, LLC

Sign:  Date: 5/31/17

**GUARANTOR(S):**

Print: Ari Modugno

Sign:  Date: 5/31/17

## SCHEDULE A - FURNISHINGS

This SCHEDULE A - FURNISHINGS is hereby incorporated into the COMMERCIAL LEASE AGREEMENT FOR MASSACHUSETTS entered into on April 21, 2017, by and between AK, LLC (hereinafter "**Landlord**"), Eggy, LLC (hereinafter "**Tenant**"), and Ari Modugno (hereinafter "**Guarantor**") and associated with the real property situated at 30 City Center, Portland, Maine 04101. All terms used herein are defined according to the Agreement.

The Premises comes furnished with the following Furnishings:

1. Equipment package value: \$150,000.00 included in rent.

### LANDLORD:

Print: AK, LLC

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

### TENANT(S):

Print: Eggy, LLC

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

### GUARANTOR(S):

Print: Ari Modugno

Sign: \_\_\_\_\_

Date: \_\_\_\_\_