

COPY

**Nicolino Ciccomancini Landlord
Samuel Minervino, Tenant
COMMERCIAL LEASE (TRIPLE NET LEASE)**

I. PARTIES The landlord is Nicolino Ciccomancini, 43 Walton Street, Portland, Maine 04103.
The tenant is Samuel Minervino, whose address is *31 DAKLEY ST PORTLAND
ME 04103*

2. PREMISES By this agreement the Landlord leases to the Tenant the property located at 18 Hampshire Street, Portland, Maine, consisting of a Tavern of approximately 840 square feet.

3. TERM Term of this Lease shall be for Five (5) years, unless sooner terminated as herein provided, commencing on April 15, 2015. Tenant assumes responsibility for preparing the space for occupancy.

- A. **CONSTRUCTION OF BUILDING IMPROVMENTS:** Subject to obtaining all necessary permits, approvals, and authorizations from any and all municipal and or governmental authorities having jurisdiction over the Leased Premises and the work to be undertaken thereon in connection with this Lease, Tenant may install interior improvements related to the operation of the liquor and food service in the premises provided he obtains the prior written consent of the Landlord. Landlord acknowledges that such consent shall not be unreasonably withheld.
- B. **LANDLORD APPROVAL.** All other improvements must be approved in writing by the LANDLORD. Tenant understands that LANDLORD has not agreed to expansion of the building to another floor or seasonal use area within or above the building footprint, and may not do so. LANDLORD specifically prohibits painting (including painted signage) on the brick exterior of the building.

4. RENT TENANT shall pay to LANDLORD the following base rent for the property

<u>Lease Year</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY RENT</u>
(15)Year 1	\$18,000.00	\$1,500.00
(16)Year 2	\$18,480.00	\$1,540.00
(17)Year 3	\$18,960.00	\$1,580.00
(18)Year 4	\$19,440.00	\$1,620.00
(19)Year 5	\$19,920.00	\$1,660.00

Payable in advance in equal monthly installments as above for years 1-5 due on the first 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 or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated 43 Walton Street, Portland, Maine 04103. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies they 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 six percent (6%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL

OPTION Not applicable.

6. SECURITY

DEPOSIT Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One thousand Five Hundred (\$1,500.00) which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions herein.

7. RENT

ADJUSTMENT

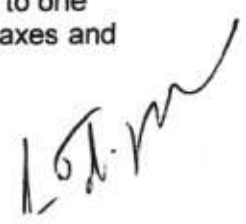
TENANT will pay to LANDLORD as additional rent hereunder all Landlords Insurance coverage as well as all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends.

Beginning on the Rent Commencement Date and at all times thereafter, TENANT shall be responsible for and pay all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, parking lots, driveways, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building")

Operating expenses include, but are not limited to:

- (i) all costs of furnishing utility services and facilities to the building;
- (ii) all costs of any insurance carried by **LANDLORD** related to the building;
- (iii) all costs for property taxes;
- (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the building in a well maintained condition;
- (v) all costs of snow and ice removal both in the parking lot and adjacent sidewalks on or near Hampshire Street, Portland.;
- (vi) all other costs of the management of the building, including, without limitation property management fees, if any; and
- (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by **LANDLORD**.

During each year of the term of this Lease if required by **LANDLORD** at **LANDLORD'S** option, TENANT shall make monthly estimated payments to **LANDLORD**, as additional rent for TENANT'S share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of **LANDLORD'S** real estate taxes and



insurance for the current year. After the end of each calendar year LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and insurance. TENANT shall, within thirty (30) days after such deliver, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases. Any expenses and/or services listed above, which are performed by the LANDLORD, or an affiliate of the LANDLORD, shall be reasonable, and consistent with what a third party may charge for the same service.

8. UTILITIES TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently not separately metered, all bills for fuel furnished to service the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises, water, sewer. Tenant shall pay the cost of such consumption directly to the service providers in a timely manner and without incurring late fees, interest or penalties. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED

PREMISES The TENANT shall use the leased premises as a Tavern or Café.

10. COMPLIANCE

WITH LAWS TENANT agrees to conform to the following provisions during the entire term of this Lease; (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further

time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted, and only excepted to the extent of insurance reimbursement to LANDLORD. TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass, which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

LANDLORD shall not be responsible for the structural or mechanical elements of the premises except as agreed in a separate writing. TENANT has had the opportunity to inspect and test, with the assistance of appropriate professionals, all systems of the property and intends to modify the structure and some or all of the building systems in order to improve the useability of the property for TENANT's purposes. TENANT assumes the responsibility for maintenance of all such elements of the property and building structure, including, without limitation, the roof, exterior walls and structure of the building and will deliver the same at the end of TENANT's leasehold, including any subsequent extension or releasing of the premises in the same or better condition as they are at the commencement of the term. Nothing in this paragraph shall relieve TENANT from the obligation to obtain LANDLORD's written consent for building alterations as elsewhere required by this lease.

12. ALTERATIONS- ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building (excepting the hanging of pictures and things of that nature on the interior walls of TENANTS space), or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, without LANDLORD's consent.

TENANT may have additional signage, provided it is at TENANTS sole expense, and the LANDLORD and City of Portland give written approval.

GLASS; Tenant without limiting its repair and painting obligations set forth aforesaid covenant and agree to replace all cracked and/or broken glass in the Building, and if applicable, the Storage Area, immediately after any damage to the same with new glass at least equal in quality to that which has been cracked or broken.

13. ASSIGNMENT- SUBLEASING

TENANT shall not assign this Lease or to sublease all or any portion of the leased premises without the prior written consent of the Landlord. TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease, unless otherwise released by Landlord in writing at time of subletting.

14. SUBORDINATION AND QUIET

ENJOYMENT This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter

a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. In addition, TENANT agrees to sign within ten (10) days of after they are requested, such estoppel certificates as are required by LANDLORD'S lender.

**15. LANDLORD'S
ACCESS**

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises at any time when TENANT is open for business and in all events at any other time with at least a 24 hour notice to TENANT

(i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing,

(ii) to show the leased premises to prospective purchasers and mortgagees, and

(iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease.

LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

**16. INDEMNIFICATION-
AND LIABILITY**

TENANT will defend and, except to the extent caused solely by the negligence or 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 any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of

windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

**17. TENANTS
LIABILITY**

INSURANCE TENANT shall

(i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not more \$5,000 per occurrence, and

(ii) insure LANDLORD and TENANT, as well as Liquor Liability Coverage, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge.

TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

**18. FIRE CASUALTY –
EMINENT DOMAIN**

Should a substantial portion of the leased premise, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

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19. DEFAULT AND

BANKRUPTCY In the event that:

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; (e) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANTS Property, or a Petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of re-letting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

- 20. NOTICE** Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the TENANTS address as listed in paragraph 1 of this Lease, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD, postage prepaid, addressed to LANDLORD, at LANDLORD'S address set forth in Article I, or at such other address as LANDLORD may from time to time advise in writing.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto 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. All TENANTS furniture and fixtures shall belong to TENANT at lease expiration, provided TENANT is not in default of said lease.

22. 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 relate to the treatment, storage, transportation and handling of the Hazardous Materials
- (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste;
- (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) day 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 expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and
- (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof.

The terms used in this paragraph 22 shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

23. LIMITATION OF

LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for indirect or consequential damages.

24. LANDLORD

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

LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

25. 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.

26. SUCCESSORS AND ASSIGNS

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

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent. Which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. JURY TRIAL

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

29. PARKING

NOT APPLICABLE.

30. MISCELLANEOUS

If TENANT is more than one person or party, TENANTS obligations shall be joint and several. Unless repugnant to the context. "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this

Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. 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.

31. BROKERAGE:

No brokerage charges shall be payable in connection with this lease or any renewal thereof. Each party shall hold the other harmless from any claims for commission caused or alleged to be caused by that party's conduct.

32. LICENSING:

This lease may be terminated by LANDLORD at LANDLORD's option if TENANT's liquor licensing or food licensing is declined or revoked by final determination of pertinent licensing authorities.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 17th day of April, 2015.

TENANT:

LANDLORD:

Samuel Minervino


Nicolino Ciccomancini



Samuel Minervino



Nicolino Ciccomancini



Witness to Tenant



Witness to Landlord

