

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 5th day of April, 2017 ("Effective Date"), by and between BLANCHARD BLOCK, LLC, a Maine limited liability company ("Landlord"), and DANFORTH PEWTER, a Vermont corporation ("Tenant").

WITNESSETH:

1. Premises. Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, approximately one thousand seven hundred thirty-two (1,732+/-) rentable square feet of space known as Suite 102 on the first (1st) floor of the building containing approximately twenty-one thousand one hundred and three (21,103) rentable square feet, commonly known as 111 Commercial Street, Portland, Maine (the "Building"), as more particularly shown on Exhibit A (the "Demised Premises"), and all other rights and privileges belonging to the Demised Premises, including "as-is" exclusive basement storage space, and the non-exclusive right to use the common areas of the Building for the common areas' intended and normal purposes at no additional charge. Common areas include sidewalks, hallways, stairs, elevator, bathrooms, common entrances and other similar public areas and accessways. No parking rights are included in this Lease.

2. Term.

(a) The term of this Lease shall be five (5) years two weeks, beginning on April 15, 2017 (the "Commencement Date") and ending on April 30, 2022 ("Initial Term").

(b) Provided that Tenant is not in default, Tenant shall have the option to extend the original term of this Lease for one (1) period of five (5) years, on all of the same terms, covenants and conditions of this Lease except for the base rent which shall be at fair market rental value as mutually agreed between Landlord and Tenant, but in no event less than the rental for next previous Lease Year. If the parties are unable to agree upon fair market rental after good faith negotiation of at least thirty (30) days, the matter shall be submitted to binding arbitration before a neutral arbitrator with at least ten (10) years' experience in commercial real estate leasing in Portland, Maine, reasonably acceptable to both Landlord and Tenant. The cost of such arbitrator shall be shared equally by the parties, and such arbitrator's determination of fair market rental value (including annual base rent escalators) shall be binding upon both parties. Tenant shall exercise each such option by giving Landlord written notice at least six (6) months prior to the expiration of the then-current term.

(c) If Tenant shall continue in occupancy of the Demised Premises after the expiration of a term, as it may be extended, without the consent of Landlord, such occupancy shall not be deemed to extend or renew the Lease, but in addition to any other liability arising hereunder for failure to quit the Demised Premises, such occupancy shall continue as a tenancy at will from month to month upon all the terms, covenants and conditions of this Lease, except for the base rent which shall be equal to one hundred twenty-five percent (125%) of the base rent last in effect, prorated and payable for each month or partial month of such holdover occupancy.

3. Rent.

(a) Base Rent. Commencing upon May 1, 2017, Tenant shall pay to Landlord during each period shown below, at the address of Landlord set forth below or at such other place as

Landlord may by notice in writing from time to time direct (or via electronic deposit to Landlord's financial institution depository account, as directed by Landlord from time to time), on the first day of each calendar month in advance, without setoff, deduction or demand therefor, base rent at the rate of:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
5/1/17-4/30/18	\$60,000.00	\$5,000.00
5/1/18-4/30/19	\$61,500.00	\$5,125.00
5/1/19-4/30/20	\$63,000.00	\$5,250.00
5/1/20-4/30/21	\$64,500.00	\$5,375.00
5/1/21-4/30/22	\$66,000.00	\$5,500.00

(b) Late Charge; Interest. Any payment of Base Rent not received by Landlord within ten (10) days of its due date will incur a late charge equal to three percent (3%) of the unpaid amount. Any payment of Base Rent not received by Landlord within twenty (20) days of its due date will incur interest, retroactive to the due date, equal to eighteen percent (18%) per annum ("Interest Rate"). All late charges and interest shall be deemed additional rent.

(c) Additional Rent - Increase in Building Operating Costs over 2017 Base Year. Commencing with Calendar Year 2017 (the "Base Year"), Landlord shall annually determine the annual Building Operating Costs. "Building Operating Costs" shall mean all costs or expenses reasonably incurred by Landlord in connection with the operation and maintenance of the Building, determined for the applicable calendar year on an accrual basis in accordance with generally accepted accounting principles, as consistently applied ("GAAP"), excluding all expenses specifically chargeable to a particular tenant or occupied space (e.g., costs of tenant fit-up, negotiation or enforcement of leases) or to a vacant but rentable tenant space in the Building (e.g., marketing expense, brokerage fees) and such items as are more particularly set forth below.

Building Operating Costs shall include, without limitation, the following: (i) property taxes or other governmental assessments (excluding any charges or penalties for late payment thereof), (ii) premiums for insurance related to the Building (e.g., casualty, flood, public liability) for coverage in amounts reasonably typical for similar buildings as the Building, (iii) actual costs of utilities, supplies and essential services to the Building (e.g., oil, gas, electric, water, sewer, rubbish removal, security), (iv) labor (e.g., wages, benefits, payroll taxes, workers' compensation insurance) for Landlord's on-site employees engaged in and attributable solely to the operation of the Building, (v) out of pocket costs of snow and ice removal and landscaping for the Building necessary to maintain the Building in a like condition to buildings similar to the Building, (vi) costs of maintenance of the Building and its equipment (e.g., repair or maintenance (but not replacement) of HVAC equipment, elevators, roofing, brick or exterior trim, doors & windows, common area finishes) reasonably necessary to maintain the Building in first-class condition, (vii) reasonable costs of improvements reasonably intended to increase the energy efficiency of the Building, (viii) reasonable costs of improvements required to keep the Building in compliance with any applicable law, solely as a result of Tenant's specific use of the Demised Premises (as opposed to applicable to the Building in general), (ix) commercially reasonable management or professional fees associated

with operation of the Building in amounts typical for similar buildings as the Building, and (x) inspection fees or third party service contracts related to the Building and its equipment or mechanical systems;

PROVIDED, HOWEVER, that Building Operating Costs shall NOT include any of the following: (A) Landlord's income taxes and franchise, gains or estate taxes imposed upon the income of Landlord; (B) costs of capital improvements to any tenant premises or any additions to the Building; (C) costs of capital improvements to the Building which, under GAAP, are classified as capital expenditures, except that Building Operating Costs shall include (1) the costs of any capital improvement which reduces any component of Building Operating Costs, provided that Landlord may not include in Building Operating Costs in any calendar year an amount in excess of the savings that such capital improvement achieves for the year, and (2) the costs of any capital improvement which is made by Landlord, solely as a result of Tenant's specific use of the Demised Premises (as opposed to applicable to the Building in general), to keep the Building in compliance with all governmental rules and regulations enacted after the date of the Lease, - and (3) the costs of any maintenance in the nature of capital repairs or replacements (but not any enlargements or additions) to the Building or its equipment reasonably required to maintain the Building in a first-class condition, in each case as amortized on a straight-line basis over the useful life of each such capital improvement, as determined in accordance with GAAP, with interest on the unamortized amount at five percent (5%) per annum; (D) principal or interest payments on loans secured by mortgages or deeds of trust on the Building or land or rent payable on any ground lease of the land and any financing costs with respect thereto; (E) costs of repairing or restoring any portion of the Building damaged by a hazard or casualty; (F) wages, salaries, reimbursable expenses, benefits and other compensation of any personnel above the grade of Building manager and Landlord's general overhead expenses; (G) managing agents' fees or commissions in excess of the rates then customarily charged for building management for buildings of like class and character; and (H) costs incurred to test, survey, clean up, contain, encapsulate, abate, remove, dispose of, or otherwise remedy hazardous materials due to a violation of Paragraph 19(a) of the Lease.

Beginning on January 1, 2018, Tenant shall be responsible, as additional rent, for Tenant's proportionate share, as defined below, of any increase in Building Operating Costs above the Base Year, which shall be prorated for any period of the term of this Lease which is less than a calendar year. Tenant's proportionate share of increases in Building Operational Costs, which Landlord and Tenant agree is 8.21%, has been determined by the ratio of the rentable square footage of the Demised Premises compared to the rentable square footage of the entire Building. For each calendar year after the Base Year, Landlord shall estimate Building Operating Costs, giving Tenant written notice of Tenant's proportionate share of any estimated increase in Building Operational Costs over the Base Year. Tenant shall pay its proportionate share of such estimated increase in Building Operational Costs in equal monthly installments of additional rent due upon the due dates of Tenant's base rent installments throughout the applicable calendar year. Landlord shall provide a detailed reconciliation of estimated increases in Building Operating Costs with actual increases in Building Operating Costs for each applicable calendar year within thirty (30) days of the end of such calendar year. Any overpayment by Tenant shall be credited by Landlord against Tenant's future base rent or additional rent next due, while any underpayment shall be paid by Tenant to Landlord as additional rent upon the later of (i) the due date of the next installment of base rent, or (ii) twenty (20) days after Landlord's notice of such underpayment. Tenant shall be entitled from

time to time, upon reasonable notice, to inspect Landlord's books and records regarding Building Operating Costs.

4. Security Deposit. Tenant has deposited herewith with Landlord the sum of Five Thousand Dollars (\$5,000.00), receipt of which is hereby acknowledged. Said deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of this Lease. If after any applicable notice or grace period, rent or any other sum payable by Tenant to Landlord shall be unpaid or Tenant shall have otherwise failed to perform its obligations under this Lease, then Landlord may apply any portion of said deposit to the payment of such overdue rent or other sum or to compensate Landlord for loss or damage arising out of Tenant's breach. No subsequent cure by Tenant shall be effective until said deposit has been replenished to the equivalent of one (1) month's then-current base rent. If Tenant performs all of its obligations under this Lease, said deposit shall be returned in full to Tenant promptly following expiration or earlier termination of this Lease.

5. Use of Premises. The Demised Premises shall be used solely for a pewter gift, jewelry and home furnishings store, and shall not be used for any other purpose without the written consent of Landlord in its sole discretion. Tenant shall not use the Demised Premises or the common areas in any manner that will constitute waste, nuisance or unreasonable annoyance to the owners or occupants of adjacent properties or the adjacent offices in the Building, or that may make void or voidable any insurance upon the Demised Premises or the Building. Tenant acknowledges that the rights of Tenant to use the common areas are held by Tenant in common with Landlord and others; and any use of the common areas by Tenant or any use of the Demised Premises by Tenant which may affect the common areas or other tenancies must be in accordance with reasonable rules and regulations adopted by Landlord from time to time and consistently applied to all tenants of the Building. A current copy of the Building Rules and Regulations is attached hereto as Exhibit B. Tenant acknowledges that the Building, including the Demised Premises, the common areas and other tenancies, is a smoke-free environment. Tenant shall restrict the volume of any music or other noise from the Demised Premises during the business hours of 8:00 a.m. to 6:00 p.m. daily to levels as may be reasonably determined by Landlord not to be disturbing to the business of other Building tenants.

6. Landlord's Work.

(a) Landlord shall make those specific improvements to the Demised Premises, in a good and workmanlike manner, in accordance with all applicable laws and regulations, as set forth on Exhibit C ("Landlord's Work"). Tenant hereby acknowledges inspection of the Demised Premises and Tenant's acceptance of all of the currently existing improvements thereto and the general location, access, size, configuration and fit-up of the Demised Premises and the Building as of the date of this Lease, subject only to Tenant's reasonable acceptance of Landlord's Work upon completion.

(b) Tenant, solely at its own expense, may make non-structural improvements (e.g., partition walls, flooring, millwork, etc.) to the Demised Premises with the prior written consent of Landlord during the term of the Lease. Such consent of Landlord shall not be unreasonably withheld, conditioned or delayed, following Tenant's presentation to Landlord of reasonably detailed plans and specifications. In no event shall Tenant paint any exposed beams or brickwork. Tenant acknowledges that the Building is a wood-framed structure that transmits loud noises between adjacent spaces and floors, and so Tenant must carry out any such work in such a manner as to not unreasonably disturb other occupants of the Building. This may entail scheduling contractors to carry out any disruptive portions of such work outside of

normal working hours. All improvements shall conform to all applicable laws and regulations and shall be completed in a good and workmanlike manner. Subject to the provisions of the next paragraph regarding Tenant's trade fixtures, all such improvements shall become the exclusive property of Landlord, and at the expiration or sooner termination of this Lease, Tenant shall surrender the same to Landlord in good order, repair and condition; damage by fire, taking or casualty and reasonable wear and tear only excepted. Tenant covenants and agrees that if any mechanics' lien or claim or other lien of any kind whatsoever shall be filed or maintained against the Demised Premises or other property of Landlord by any contractor, subcontractor, materialman or laborer employed by Tenant or Tenant's contractor or subcontractors for improvements to the Demised Premises, Tenant shall, within ten (10) days of receiving a request from Landlord, either (1) pursuant to any applicable statute, bond against the same and remove such claim of record, or (2) furnish a waiver and release from the party originating such claim as to Landlord's property and the Demised Premises. Tenant further agrees that all contractors, subcontractors, materialmen and laborers performing such work or providing such labor or materials shall look to and hold Tenant personally liable for payment for all labor and materials furnished and work done for Tenant so that there shall not be any legal or lawful claim of any kind whatsoever against Landlord for any work done or labor or materials furnished in connection with the Demised Premises.

7. Tenant's Fixtures, Personal Property. All furniture, fixtures and equipment (including free-standing cubicles, cabinets, etc.) installed by Tenant in the Demised Premises shall be and remain the property of Tenant and may be removed by Tenant at any time during or at the expiration of the term of this Lease; provided, however, that Tenant shall at its own expense, at or before the expiration of the term of this Lease, remove said property unless Landlord has consented to its remaining, and in case of damage by reason of such removal, restore the Demised Premises to the original order and condition the same were in immediately prior to such removal, subject to normal wear and tear. Any personal property remaining within the Demised Premises after the end of the term shall become the property of Landlord at its election, and Tenant shall be liable to Landlord for the cost of disposal of any such personal property to which Landlord does not elect to accept title. Tenant's personal property within the Demised Premises shall be at Tenant's sole risk, and Tenant may insure its personal property provided that no such policy shall include provisions limiting or affecting coverage of Landlord's casualty policy upon the Building.

8. Maintenance. Any repairs required to the structure, roof, foundation, exterior, windows, common areas, main utilities of the Building and Building systems, or to the exterior door and windows and main utilities of the Demised Premises, including, but not limited to roofing, elevator, plumbing mains and electrical mains, or to the fixtures or improvements installed at Landlord's expense and other items included in Building Operating Costs, shall be the responsibility and sole cost and expense of Landlord (subject to pro rata reimbursement from Tenant as Building Operating Costs, if applicable), excepting, however, in each case, repairs necessitated by willful act or negligence of Tenant, its employees, agents, licensees, invitees or contractors, which repairs shall be made by Tenant at its sole expense. Notwithstanding the foregoing, if the Demised Premises includes first floor space, Tenant shall be responsible for replacement of plate glass and shall maintain in place a policy of insurance covering the cost of such replacement. Regular cleaning and janitorial services within the Demised Premises shall be Tenant's responsibility. Except for repairs covered by Landlord's insurance or caused by Landlord's willful act or negligence, any other repair in or to the Demised Premises which is not the responsibility of Landlord as set forth herein, shall be the responsibility and sole expense of Tenant, including, without limitation, replacements of all light bulbs and ballasts within the Demised Premises, and maintenance and repair to Tenant's trade

fixtures, equipment and any improvements made to the Demised Premises at Tenant's expense. Landlord shall not be obligated to make any of the repairs required of it hereunder unless and until it shall have been notified by Tenant of the need of such repairs, and Tenant hereby agrees to promptly give notice to Landlord whenever the need for such repairs shall arise. Upon receipt of such notice, Landlord shall promptly make such repairs. There shall not be any liability on the part of Landlord, by reason of any inconvenience, annoyance or injury to Tenant's business arising out of the actions of Landlord in making any repairs specified hereunder or in performing any other maintenance work to the Demised Premises or the Building, as long as the repairs are made in a commercially reasonable timely manner. In no event shall Tenant have a right to set off against rent for any liability of Landlord. In making any repairs specified hereunder or in performing any other maintenance work to the Demised Premises or the Building, Landlord shall take all reasonable steps to avoid interference with Tenant's business upon the Demised Premises. Landlord warrants and represents that as of the Commencement Date, to the best of Landlord's knowledge, the mechanical systems, machinery and equipment within or serving the Demised Premises are in good order and working condition.

9. Signs. Tenant shall have the right, at its expense, with the prior written consent of Landlord and in conformity with applicable laws and ordinances and Landlord's reasonable rules and regulations for all occupants of the Building, to erect or replace sign panels with Tenant's name and logo upon the master directory in the Building lobby, upon the floor directory (if any) upon the same floor as the Demised Premises, upon any exterior Building directory sign, and upon the principal entry door to the Demised Premises. Landlord's consent hereunder shall not be unreasonably withheld, conditioned or delayed and Landlord agrees, at Tenant's sole cost and expense, to fully cooperate with Tenant in facilitating any necessary permits and approvals required for such signage.

10. Taxes. Landlord shall be responsible for timely payment of all real estate and personal property taxes and assessments upon the Building and any improvements to the Demised Premises or fixtures in the Demised Premises installed at Landlord's expense. Tenant shall be responsible for timely payment of any real estate taxes upon improvements to or fixtures in the Demised Premises installed at Tenant's expense and personal property taxes upon any personal property of Tenant which may become a lien upon the Demised Premises or the Building.

11. Assignment and Subletting. Except as otherwise provided below and as set forth in Rider A attached hereto and incorporated herein, Tenant shall not assign this Lease or sublet the whole or any portion of the Demised Premises without the prior written consent of Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall provide to Landlord written notice of Tenant's desire to assign or sublease, along with the name of the proposed assignee or sublessee and terms of the proposed assignment or subletting. Landlord shall be entitled to fifty percent (50%) of any profit accruing to Tenant from a sublease or assignment, after Tenant's recovery of Tenant's costs thereof (including leasing commissions, fit-up, and legal fees). If Landlord shall consent to the proposed assignment or subletting, Tenant shall deliver to Landlord, within five (5) days of the execution by Tenant of any such assignment or sublease agreement, an executed copy thereof which, in the case of an assignment, shall contain, in a form acceptable to Landlord, a covenant on the part of the assignee to assume all the obligations of Tenant. Any sublease agreement shall contain a provision that it is subject to all the terms, covenants, and conditions of this Lease. Notwithstanding any such assignment or subletting, without Landlord's express written agreement to the contrary, Tenant shall remain directly and primarily liable under this Lease and the Demised Premises shall not be used for any purpose not expressly authorized under the terms of this Lease. Landlord's consent shall not be required for: (a) any assignment or subletting to Tenant's subsidiary,

parent or related business entity or principal, or any successor to Tenant by way of merger or asset acquisition, although Tenant will provide notice thereof to Landlord within thirty (30) days of any such assignment or subletting; or (b) as security in favor of any bank or lending institution to secure any loan or other financial accommodation by such bank or lending institution to Tenant, provided that such assignment shall not encumber, and shall remain subordinate to, the interest of Landlord or Landlord's mortgagee in the Demised Premises and that such collateral assignment shall be consistent with the terms of this Lease, and provided, further, that Landlord and such collateral assignee of Tenant shall enter into a written agreement to that effect, in form reasonably satisfactory to Landlord.

12. Utilities and Services. Landlord shall provide at its sole cost and expense all utilities and services necessary for the safe and customary operation of the common areas of the Building, and the following utilities and services to the Demised Premises: heated/cooled HVAC loop water available for Tenant's distributions during regular retail business hours (at least from 7 a.m. - 6 p.m. daily, but longer during holiday periods and during occasional special sale events), water and sewer. Landlord reserves the right to pass through to Tenant an equitable portion of the actual cost of non-business hours utilities and services consumed or used by Tenant during non-business hours use of the Demised Premises. Tenant shall provide at its own cost and expense all other utilities and outside services which may be required by Tenant in its use and occupancy of the Demised Premises, including without limitation, electricity (for lights, equipment, HVAC distribution), security monitoring, cable communications, telephone and interior janitorial services. Tenant acknowledges that the Building has no common area spaces for storage of rubbish or waste or recycling materials, so all waste produced within the Demised Premises must be stored in appropriate bins within the Demised Premises and Tenant must engage waste and recycling contractors to remove such materials. Tenant acknowledges that the Building rooftop has no space for equipment or satellite dishes other than adjacent to existing rooftop equipment which would interfere with the operation of such communication equipment and that the historic architecture of the Building makes Tenant's use of shafts and risers for dedicated cabling from the Demised Premises to the roof impractical. Tenant acknowledges that the Building is subject to historic preservation restrictions that preclude the installation of additional rooftop or other exterior communications equipment and satellite dishes. Landlord shall not be liable for any failure of heat, air conditioning, water supply or electric current or any other utility or service however used provided Tenant shall be entitled to an equitable abatement or reduction of rent by reason thereof, nor for any general, special or consequential damage to Tenant arising from such failure; provided, however, nothing in the foregoing shall relieve Landlord of its liability for the cost of any maintenance, repair or replacement of facilities owned or operated by Landlord and necessary to provide utilities or services which Landlord is obligated to provide to common areas of the Building or to the Demised Premises.

13. Insurance: Damage and Destruction.

(a) Landlord, at its expense, shall keep the Building and the Demised Premises insured against loss or damage by fire or any of the casualties customarily included in the extended coverage or supplementary contract endorsements, in an amount equal to the full replacement cost of same. Tenant, at its expense, shall keep its personal property and Tenant's improvements to the Demised Premises insured against loss or damage by fire or any of the casualties customarily included in the extended coverage or supplementary contract endorsements, in an amount equal to the replacement cost of same, with a deductible of no more than \$1,000, or such other amounts as Landlord may from time to time require. Such policy shall name Landlord as an additional insured as its interests may appear, and shall include a waiver of subrogation if such can be obtained without additional premium. The

proceeds from any such policy maintained by Tenant shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements, or if Landlord makes repairs to Tenant's improvements, that portion of the insurance proceeds which is equal to the cost of the improvements made by Landlord shall be paid to Landlord.

(b) In the event the Demised Premises are damaged or destroyed by fire or other cause to the extent that restoration is not reasonably possible within sixty (60) days after the occurrence of such damage or destruction, then either Landlord or Tenant shall have the right to terminate this Lease by giving the other written notice of such termination within thirty (30) days after such damage or destruction, and upon giving such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant. If neither party terminates, Landlord shall rebuild, provided, however, that Landlord shall not be obligated to commence rebuilding and restoration until the insurance coverage and authorized plan of restoration has been approved by Landlord's insurance carrier for such destruction or damage. It is agreed that in repairing the damage or restoring the Demised Premises to the condition as they existed before the fire or other damage, Landlord shall not be required to spend any sums in excess of the net proceeds received by Landlord on account of such destruction or damage under the applicable insurance policies (plus the amount of deductible or copayment thereunder), nor shall Landlord be required to restore any furniture, trade fixtures, chattels or trade equipment which Tenant has furnished, equipped or installed in connection with the operation of Tenant's business upon the Demised Premises. Rent will be equitably abated, in whole or in part, according to the percentage of the Demised Premises that remains usable until rebuilding is completed.

(c) Each party hereto, on behalf of itself and its insurer, does hereby remise, release and discharge the other party hereto, and any officer, director, agent, employee, representative or insurer of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the insured party at the time of such loss, damage or injury.

14. Eminent Domain. If the whole or any material portion of the Demised Premises shall be taken under the power or threat of eminent domain, this Lease and the term hereof shall cease and terminate as of the date of such taking, and any unearned rent or other charges paid in advance shall be refunded to Tenant. The entire award for any taking shall belong to Landlord without any deduction therefrom for any leasehold estate or interest now or hereafter vested in Tenant and Tenant shall execute such instruments as may reasonably be requested by Landlord in any proceeding assigning all rights in such award to Landlord. Notwithstanding anything herein contained to the contrary, Tenant shall not be prevented from seeking an award in its own name for any "special damages" incurred by Tenant for loss of its business, or with respect to any personal property belonging to Tenant and not forming part of the real estate or for the cost of moving the same, and any such award made directly to Tenant shall belong to Tenant. If there is a partial taking that does not involve a material portion of the Demised Premises, and this Lease continues, then the Lease shall end as to the part taken and the rent and other charges due hereunder shall abate in proportion to the part of the Demised Premises taken.

15. Indemnification and Public Liability Insurance. Tenant agrees to exonerate, save harmless, protect and indemnify Landlord from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise out of any injury to, or death of, persons or damage

to property upon the Demised Premises to the extent attributable to the negligent or willful acts or omissions of Tenant, its agents, servants, employees or invitees upon the Demised Premises. Tenant agrees to maintain commercial general liability insurance, including Broad Form Comprehensive General Liability Coverage, naming Landlord as an additional insured, against injury to persons or damage to property as herein provided. Such insurance shall be carried through insurers reasonably acceptable to Landlord and through policies in form and with coverage amounts reasonably acceptable to Landlord, but in no event less than \$2,000,000 in the aggregate with a deductible of no more than \$1,000, on an occurrence basis. Tenant shall deposit with Landlord certificates of such insurance prior to the Commencement Date of this Lease, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall, to the extent obtainable, provide that the policies may not be materially changed or canceled without at least ten (10) days' prior written notice to each assured.

16. Landlord's Public Liability Insurance. Landlord agrees to maintain liability insurance against injury to persons or damage to property upon the common areas of the Building, in commercially reasonable form and amounts. Such policies shall, to the extent obtainable, provide that the policies may not be materially changed or canceled without at least ten (10) days' prior written notice to each assured.

17. Inspection of Demised Premises. Landlord and its agents shall have the right to enter the Demised Premises at all reasonable hours upon twenty-four (24) hours advance written notice (except in the case of an emergency) for the purpose of examining same or making repairs, or for the purpose of showing said Demised Premises to prospective tenants, mortgagees or purchasers. Landlord shall take reasonable steps to avoid interruption of the Tenant's business upon the Demised Premises.

18. Tenant's Covenants. Tenant covenants and agrees as follows:

(a) To pay when due the said rent at the times and in the manner aforesaid;

(b) To procure any licenses and permits required for any use and/or improvements made of said Demised Premises and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Demised Premises broom clean and in good order, repair and condition in all respects, reasonable wear and tear and damage due to fire or other casualty excepted;

(c) Not to make any use of the Demised Premises which is improper, offensive or contrary to any law or ordinance or the reasonable rules and regulations of Landlord consistently applied, nor to permit any act or thing to be done which shall constitute a nuisance or which may make void or voidable any insurance on the Demised Premises or the Building;

(d) To comply at Tenant's cost and expense with all present or future laws, codes, ordinances and regulations of any governmental body or agency having jurisdiction over the Demised Premises or Tenant's use thereof that do not relate to the physical condition of the Demised Premises but relate only to the specific lawful use of the Demised Premises by Tenant and for which the occupant is primarily responsible for compliance, such as laws governing maximum capacity, workplace smoking and illegal business operations, and to pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands, including reasonable attorneys' fees, which may in any manner arise out of or be imposed because of the failure to comply with the provisions of this paragraph (d);

(e) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by Tenant so that said Demised Premises shall at all times be free of liens for labor and materials, and to provide upon the undertaking of any such work a bond or other security reasonably satisfactory to Landlord, insuring the performance and payment for all such work; and to save Landlord harmless and indemnified from and against any injury, loss, claims, expenses, liabilities or damage, including reasonable attorneys' fees to the extent arising out of, or occasioned by, such work; and

(f) To pay all costs and expenses incurred by Landlord in enforcing the provisions of this Lease, including reasonable attorneys' fees, in the event of any breach or default by Tenant, all of which costs shall be deemed additional rent.

19. Landlord's Covenants. Landlord covenants and agrees as follows:

(a) To establish and make good faith efforts to enforce reasonable rules and regulations prohibiting toxic substances or Hazardous Materials or wastes within the Building, other than in compliance with all applicable laws, and to prohibit other tenants of the Building from permitting toxic substances or hazardous wastes within their leaseholds, other than in compliance with all applicable laws. To the best of Landlord's knowledge, there are currently no toxic substances or hazardous wastes within the Building, other than in compliance with all applicable laws;

(b) To establish and make good faith efforts to enforce reasonable rules and regulations prohibiting offensive or obnoxious odors or other nuisances within the common areas of the Building and to prohibit other tenants of the Building from permitting offensive or obnoxious odors or other nuisances within their leaseholds which might affect the common areas or the Demised Premises; and

(c) To keep the common areas of the Building clean and orderly, in good condition and repair, and in compliance with all applicable laws, including, without limitation, the Americans with Disabilities Act. Tenant acknowledges that the Building is subject to historic preservation restrictions and existing structural architectural features that prevent full compliance with all aspects of the Americans with Disabilities Act and similar laws in the same manner that a newly constructed building not governed by such historical preservation restrictions and architectural constraints might be required to meet. Landlord's obligation to maintain compliance with applicable laws, including the Americans with Disabilities Act, shall be subject to such acknowledged restrictions and constraints which cannot be overcome despite Landlord's commercially reasonable and good faith efforts to comply to the maximum extent practicable and to satisfy foremost those requirements as prioritized by governmental regulators charged with enforcement of such laws. Notwithstanding any provision of this Lease to the contrary, Landlord agrees to indemnify, defend, protect and hold harmless Tenant and its officers, directors, agents, employees and representatives, from and against any liability, obligation, damage or costs, including without limitation, attorneys' fees and costs, arising or resulting from any failure of the Building (including the Demised Premises) to comply with applicable laws, including but not limited to the Americans with Disabilities Act (apart from noncompliance arising from matters within Tenant's control and provided that such matters are not otherwise the obligation of Landlord pursuant to this Lease).

20. Default.

(a) If any one or more of the following events (herein sometimes called "events of default") shall occur:

(i) if default shall be made in the due and punctual payment of any installment of rent, when and as the same shall become due and payable, and such default shall continue for a period of five (5) days after written notice from Landlord to Tenant specifying the items in default (provided that Tenant shall be entitled to only two (2) such notices in any twelve (12) consecutive calendar months); or

(ii) if default shall be made by Tenant in the performance or compliance with any of the provisions of this Lease, other than those referred to in the foregoing subparagraph (i), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default (provided that Tenant shall be entitled to only two (2) such notices in any twelve (12) consecutive calendar months with respect to the same or similar defaults), or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said period to commence to cure the same and thereafter to prosecute such cure with due diligence and within a reasonable period; or

(iii) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or the Demised Premises; or

(iv) if within ninety (90) days after the commencement of any proceeding against the Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or the Demised Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay; such appointment shall not have been vacated;

then and in any such event Landlord, at any time thereafter, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice which shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice this Lease and the term hereof and all rights of Tenant under this Lease, shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

(b) Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Demised Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Demised Premises and possess and repossess itself thereof, by force, summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises without being liable to prosecution therefor, and may have, hold and enjoy the Demised Premises and the rights to receive all rental income of and from the same.

(c) No such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, shall relieve Tenant of its liability and obligation under this Lease, whether or not the Demised Premises shall be relet, and Tenant covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges (which shall be deemed additional rent) reserved as would, under the terms of this Lease, become due and payable if this Lease had not so expired or been terminated, or if Landlord has not entered or reentered as aforesaid, and whether the Demised Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, and for the whole thereof, up to but not exceeding the amount of any deficiency then existing after giving due credit for any net proceeds of any reletting after deducting all of Landlord's reasonable expenses in connection with such reletting (which shall be deemed additional rent), including, without limitation, brokerage fees, design and tenant fit-up expenses, and reasonable attorneys' fees; and any suit brought to collect the amount of the deficiency for any month or other period shall not prejudice in any way the rights of Landlord to collect the amount of the deficiency for any subsequent month or other period by similar proceeding. Upon termination of this Lease, Landlord agrees to use commercially reasonable efforts to relet the Demised Premises.

(d) Landlord shall have the right (but not the obligation) to cure, on behalf of Tenant, any default by Tenant under this Lease not cured within the applicable cure period. Further, Landlord shall have the right (but not the obligation) to cure, on behalf of Tenant, any matter which would with the passage of time become a default by Tenant and which Landlord deems to constitute an emergency threatening persons or property, provided that Landlord acts reasonably and in good faith and provides Tenant with the best notice practicable in the circumstances. Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, and any amounts due from Tenant shall be deemed to be additional rent due and payable within ten (10) days of written notice.

(e) Any and all rights and remedies which Landlord may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with one another; and no one of them shall be deemed to be in exclusion of any other.

21. Environmental Indemnification. Tenant, its employees, agents, licensees, invitees, contractors, sublessees or assignees, shall create, use, store, release or dispose of any Hazardous Materials within the Demised Premises or the Building (including storage or use within the Demised Premises or the Building and the subsequent disposal outside the Demised Premises and the Building) in full compliance with all applicable laws. Tenant shall indemnify, hold harmless and defend Landlord and its successors and assigns with respect to any liability and expense, including without

limitation, fines, penalties, reasonable attorney's fees, and remedial costs arising from any breach of the foregoing. The term "Hazardous Materials" shall mean inflammables, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law.

22. Waivers. The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in observance or performance of any provision of this Lease, shall not be deemed to be a waiver of any provision of this Lease. Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver of any provision of this Lease. No waiver by any party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision or a consent to any subsequent breach of the same or any other provisions. Either party's consent to, or approval of, any action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

23. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by personal delivery, by confirmed electronic communication (e.g., fax or email), by recognized overnight courier service with delivery confirmation, or by mailing the same by certified mail, return receipt requested, addressed, if intended for Landlord, to: Blanchard Block, LLC, Attn: Scott Lindsay, P.O. Box 7626, Portland, ME 04112, scott@scottalindsay.com, with a copy to Richard N. Bryant, Esq., Van Meer & Belanger, 215 Commercial Street, Portland, ME 04101, rbryant@vblawfirm.com, and if intended for Tenant, to: Danforth Pewter, 52 Seymour Street, P.O. Box 828, Middlebury, VT 05753, bmorrissey@danforthpewter.com, with no copies, or at such other address as either party may hereafter designate by written notice to the other. Such notices shall be deemed received upon personal delivery, upon confirmed electronic or faxed delivery (exclusive of automatic electronic delivery confirmation without evidence of human review), upon the next business day following deposit with a recognized overnight courier prior to the pick-up deadline, or upon the second (2nd) business day following deposit in the US Mail, as applicable.

24. Invalidity of Particular Provisions. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease, or the application of such provision to other persons or circumstances shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all its obligations under this Lease, Tenant may peaceably and quietly enjoy the Demised Premises without hindrance or molestation by Landlord or anyone claiming by or through Landlord. Tenant acknowledges that portions of the Building are or will be undergoing renovation work and that there will be noise, dust, debris and vehicular and human traffic associated with such construction activities. Such construction activities and associated effects shall not be construed to constitute a breach of this covenant, provided that Landlord uses best efforts to minimize the effects of such renovation work upon Tenant's business activities in the Demised Premises.

26. Subordination; Attornment; Estoppel Certificates.

(a) Tenant shall, upon the written request of Landlord, subordinate this Lease and the lien hereof by executing within ten (10) business days any instruments which may be necessary or desirable to evidence such subordination to the lien of any present or future ground or underlying lease that include the Demised Premises or the Building, including, without limitation, sale-leaseback leases to which Landlord may become a party, and to all mortgages, in all amounts and all advances thereon, which may now or hereafter lien the Demised Premises or the Building, and to all renewals, replacements, modifications, consolidations and extensions of any thereof; provided that any such holder or successor shall enter into a written non-disturbance agreement with Tenant to the effect that this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder.

(b) At the written request of the holder (or successor in interest) of any such mortgage and/or a lessor's interest in any such ground or underlying lease, Tenant shall attorn to and recognize as Tenant's landlord hereunder such holder or successor. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between Tenant and such holder or successor except that such holder or successor shall not be:

(i) liable for any previous act or omission by Landlord or for return of any security deposit not actually received by such holder or successor from Landlord;

(ii) subject to any offset of rent which may have theretofore accrued to Tenant against Landlord;

(iii) bound by any previous modification to this Lease unless such modification shall have been expressly approved in writing by such holder or successor; or

(iv) bound by any previous prepayment of rent for a period greater than one (1) month in advance unless such prepayment shall have been expressly approved in writing by such holder or successor.

(c) At the written request of the holder (or successor in interest) of any such mortgage or lessor's interest in any such ground or underlying lease, Tenant shall promptly execute and deliver to such holder or successor an instrument acknowledging any assignment by Landlord of Landlord's rights under this Lease to any such holder or successor in connection with such mortgage and/or such ground or underlying lease, and agreeing to provide such holder or successor with written notice of any alleged default of Landlord hereunder and an additional thirty (30) days (or such longer period as may be reasonably required for such holder or successor to obtain possession of the Demised Premises and the Building, through foreclosure or other lawful means), following the expiration of any notice and cure period benefitting Landlord in this Lease, in which such holder or successor shall be entitled to effect such cure on behalf of Landlord.

(d) At the written request of Landlord or any actual or prospective holder (or successor in interest) of any such mortgage or lessor's interest in any such ground or underlying lease, Tenant shall promptly execute and deliver to Landlord or such holder or successor a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and

effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or by any such actual or prospective holder or successor, or by any other properly interested party, including a prospective purchaser from Landlord.

27. Exculpation and Tenant Self-Help Provisions. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying the alleged breach of obligations, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Landlord fails to proceed within said period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a reasonable period of time. Notwithstanding the foregoing, in the case of the breach of any of Landlord's obligations which causes a threat to life or property, Landlord shall be obligated to act with such dispatch as is reasonably necessary in the circumstances, and in the event of the failure of Landlord to timely act, Tenant may take such action as is commercially reasonable in the circumstances to act on behalf of Landlord to cure such breach, and thereafter recover from Landlord the reasonable cost of such action. If Landlord fails to reimburse Tenant promptly for such Tenant self-help costs, Tenant shall also be entitled to recover from Landlord the costs of collection, including reasonable attorneys' fees, provided that in no event shall Tenant be entitled to set off recovery of self-help costs or collection against rents due under this Lease. Tenant shall not assert against holder (or successor in interest) of any mortgage or lessor's interest in any ground lease or underlying lease of the Demised Premises or the Building, any claim which Tenant may have against Landlord which has accrued prior to such holder or successor's lawful possession of the Demised Premises or the Building, but shall instead look solely to Landlord for satisfaction of such claim. Liability for the obligations of Landlord hereunder shall be limited to Landlord's interest in the Building and associated real property and the proceeds of any sale, casualty or liability insurance carried by Landlord thereupon. Further, in no event shall any individual partner, trustee, beneficiary, member or shareholder of Landlord be personally liable for breach of Landlord's obligations hereunder.

28. Entire Agreement. This Lease contains the entire agreement between the parties, and no oral statements or representations or prior written matter shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.

29. Successors and Assigns. This Lease shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Demised Premises shall be liable only for the obligations accruing during the period of its ownership. This provision shall not be construed to permit Tenant's assignment of this Lease or sublease of any portion of the Demised Premises without Landlord's prior written consent except as otherwise provided in this Lease.

30. Governing Law. This agreement shall be governed by the laws of the State of Maine.

31. Force Majeure. If Landlord or Tenant cannot perform any of its obligations due to events beyond its reasonable control, other than the payment of rent by Tenant, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's reasonable control include, but are not limited to, acts of God, war, civil

commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

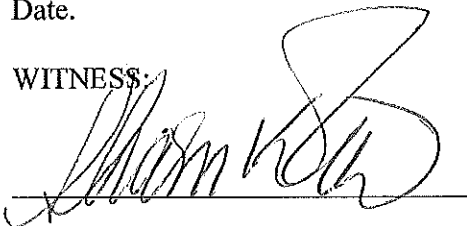
32. Execution of Lease; Authority. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. PDF signatures delivered electronically shall be deemed originals for all purposes. Each person signing this Lease on behalf of Landlord or Tenant represents and warrants that (s)he has full authority to do so and that this Lease binds such party.

33. Waiver of Trial by Jury. To the fullest extent permitted by law, Landlord and Tenant hereby waive the right to trial by jury in connection with any action, suit or other proceeding arising out of or relating to this Lease. Any disputes, claims, or controversies arising from or in any way related to this Lease or other events, relationships, or dealings between the parties to this Lease shall be decided in a non-jury proceeding before any court of competent jurisdiction in the State of Maine.

[BALANCE OF PAGE BLANK - SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease under seal as of the Effective Date.

WITNESS:

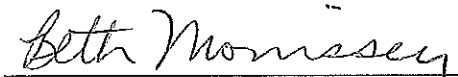


BLANCHARD BLOCK, LLC

By: _____

Scott A. Lindsay
Its Manager

DANFORTH PEWTER



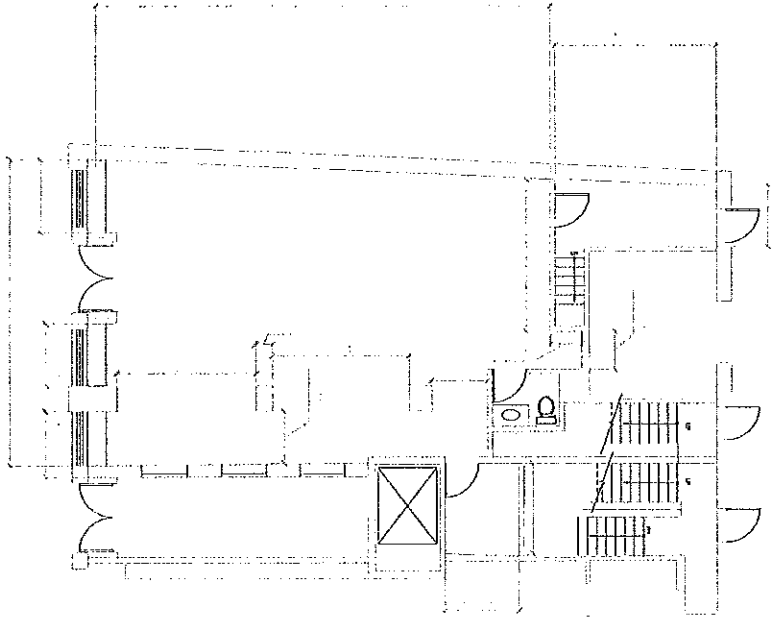
By: _____

Bram Kleppner
Name: Bram Kleppner
Its: CEO

EXHIBIT A

PLAN OF DEMISED PREMISES

FIRST FLOOR



BASEMENT

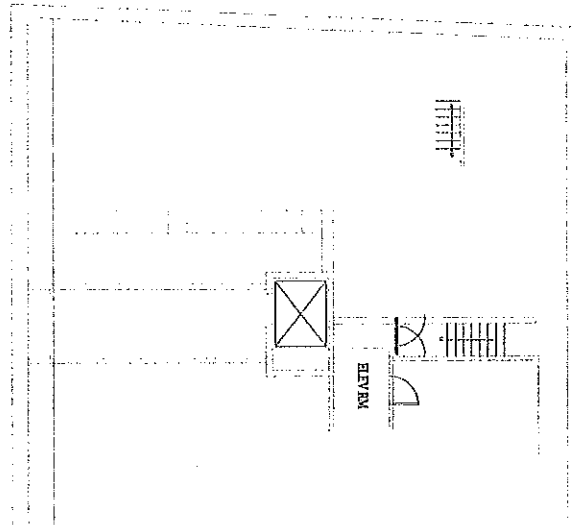


EXHIBIT B

111 Commercial Street, Portland, Maine

Building Rules & Regulations

1. The sidewalks, entrances and interior common areas shall not be obstructed or used for any purpose other than for ingress to and egress from the Demised Premises and for the delivery of merchandise and equipment in a prompt and efficient manner, using only those hand trucks equipped with rubber tires and sideguards.
2. Smoking is not permitted anywhere within the Building, including the sidewalks, entrances, interior common areas of the Building or the Demised Premises.
3. The restrooms and plumbing fixtures shall not be used for any purposes other than for which they were designed and constructed, and no rubbish or corrosive materials shall be deposited therein. The expense of any damage resulting from violation of this rule shall be borne by the tenant whose agents or employees shall have caused it.
4. Tenant shall not permit any trash or debris from the Demised Premises to be deposited in the common areas of the Building, or permit or suffer the Demised Premises to be occupied or used in a manner constituting a nuisance to Landlord or other tenants of the Building by reason of noise, odors and/or vibration.
5. Without the prior written consent of Landlord, no curtains, blinds or screens other than those furnished by Landlord shall be attached to or used in connection with any window or door of the Demised Premises and no awnings, antennae, or other projections shall be attached to the outside walls or roof of the Building.
6. Without the prior written consent of Landlord, no tenant shall mark, paint, drill into, or in any way deface any part of the Building nor bore, cut, or string wires, except as otherwise permitted pursuant to the Lease.
7. Tenant assumes full responsibility for protecting its property from theft and vandalism by keeping doors locked and any other means of entry to the Demised Premises closed and secure. The installation and use of a security alarm system by Tenant is encouraged. No additional locks or bolts of any kind shall be placed upon any doors or windows without the prior written consent of Landlord. Tenant shall comply with all reasonable security measures established by Landlord from time to time for the Building.
8. Firearms and other weapons are not permitted anywhere within the Building.
9. Tenant shall not waste electricity, water or heat and agrees to reasonably cooperate with Landlord to assure the most effective operation of the Building's HVAC system.
10. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent same.

11. Tenant shall comply with all applicable fire and building codes and ordinances in connection with its use of the Demised Premises.
12. Tenant shall not permit the storage, release or disposal of any toxic or hazardous substance in or from the Demised Premises, other than in compliance with all applicable environmental laws. The expense (including reasonable attorney's fees) to Landlord arising from any loss or claim resulting from a violation of this rule shall be borne by the tenant whose agents or employees shall have caused or permitted such violation.
13. Landlord may make reasonable modifications to these rules and regulations from time to time by giving written notice to all tenants.

EXHIBIT C

111 Commercial Street, Portland, Maine

Landlord's Work

- (i) Sand and refinish floors
- (ii) Remove drop ceiling, clean and seal exposed beams
- (iii) Patch and repair sheetrock throughout space
- (iv) Replace lighting
- (v) Replace tile on entrance steps
- (vi) Add handrail to entrance steps

NOTE: Landlord's Work does not include any work upon the basement storage area, which shall be accepted "as is"

