Inspections Division
Date: 06/15/17

CM Waterfront Properties, LLC – 36 Union Wharf, Portland, Maine 04101

February 22, 2017

Beauty Mark Co.
250 Commercial St.
Portland, Maine 04101

Attention: Jennifer Ross-Boshes

Dear Jennifer:

This letter will serve as a five (5) year rental agreement beginning April 1, 2017 and ending March 31, 2022 between Beauty Mark Co.. herein after referred to as Tenant and the CM Waterfront Properties, LLC, hereinafter referred to as Landlord , for certain real estate located at 250 Commercial St., Portland, Maine.

The terms, conditions and provisions of this rental agreement are as follows:

1. **Location** – 250 Commercial St., 2nd floor, front suite of the old section of the building. Access is from the Commercial St. side of the building.

2. **Area leased** – 1,917 sq. ft. +- which includes use of the common area kitchen and bathrooms.

3. **Tenant use** – The Tenant will use the property for a spa. Any change in use must receive written permission from the Landlord which will not be unreasonably withheld or delayed.

4. **Parking** – there will be 3 on site parking spaces provided in this lease. A 4th space will be made available through the abutting property(Union Wharf) @ $95/month, invoiced separately.

5. **Rental term** – Five (5) years with one five (5) year option period to renew this rental agreement. This rental agreement begins April 1, 2017 and ends March 31, 2022.

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6. Rent Schedule – 1,917 sf+-	SF Rate	Per Mo.	Per Yr.
Y- 1	$20.00/sf	$3,195.00	$38,340.00
Y- 2	$21.75/sf	$3,474.56	$41,694.72
Y- 3	$22.29/sf	$3,561.43	$42,737.16
Y- 4	$22.85/sf	$3,650.46	$43,805.52
Y- 5	$23.42/sf	$3,741.72	$44,900.64

Security Deposit – The Tenant shall deposit with the Landlord the amount of one month's base rent which will be $3,195.00 on the date this lease is signed by the Tenant. At the end of the lease term, the deposit will be returned to the Tenant provided the premises are left in good repair, "broom clean" and provided the Tenant has not been in default of the lease. No interest shall be paid on the security deposit.

Obligation to pay rent – It is agreed that the Tenant is obligated to pay the monthly rent as stated above and agrees that the monthly rent will be due and payable to the Landlord on or before the 10th day of each month during the 60 month rental agreement. Furthermore, the Landlord has the right to terminate this rental agreement and evict the Tenant by legal process from the premises now occupied by the Tenant if the Tenant does not pay the monthly within 15 days following receipt of written notice from the Landlord or fails to perform or observe any other obligation contained in this rental agreement within 15 days following receipt of written notice from the Landlord.

Renewal option – At the end of the initial five (5) year rental term, Tenant shall have one (1) – five (5) year option to renew this rental agreement. A 180 day prior written notice is required by Tenant of its intent to renew this rental agreement. The five (5) year renewal term will have a 3% annual rent escalation applied for each of the 5 years of the renewal term. Year 5 of the original lease term +3% + any CAM increase adjustment would be year 1 of the renewal term.

7. **Common Area Maintenance Charges(CAM or Operating Expenses)** – Tenant agrees to pay Landlord as CAM Charges, it's Pro-Rata Share of the increase in the CAM charges over the base year of the following operating expenses during the 60 month Rental Term of this lease. The base year of the Tenant's pro rata share of the CAM shall be included in the above base rent, with the Tenant responsible for their pro rata share of the increase above the base year. The established base year shall be the 1st year of the lease. The Tenants Pro-Rate Share of the CAM Charges will be 9.2 % of the total square footage area of the building.

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CAM charges to include but not necessarily limited to:

a. All costs of utilities metered and paid by the Landlord (electricity, heat, air conditioning, gas, water, sewer)
b. All City of Portland Real Estate Property taxes including Portland's Downtown District tax and any other tax that maybe placed on the Building.
c. All costs for security alarm-fire alarm: service, maintenance and replacement.
d. All costs for building and systems maintenance without limitation the operation and repair of heating and air conditioning equipment and common area kitchen equipment.
e. All costs for any insurance carried by the Landlord related to the building.
e. All costs for common area cleaning including materials and equipment, janitorial services, trash removal (interior and exterior) and window cleaning.
g. All other reasonable costs relating directly to the ownership, operation, maintenance and management of the building.

Payment of CAM charges – On or before April 10, 2018 and continuing thereafter of each month during the remaining 48 month Rental Term, the Tenant shall make monthly estimated payments to the Landlord as payment of CAM charges for Tenant's Pro-Rata Share of the increase to the building operating expenses for the then calendar year. Year #1 CAM charges are covered in the base rent. Said estimated monthly payments shall be made together with the Base Rent payments and shall be equal to one twelfth (1/12) of the tenant's Pro-Rata Share of the Landlord's projected operating expenses for the then current calendar year. After the end of each calendar year, the Landlord shall deliver to the Tenant a statement showing the operating expenses for the prior calendar year, together with the Tenant's Pro-Rata share of such expenses. The CAM charges statement will be deemed accurate in the event the Tenant does not provide the Landlord with specific written objection within 30 days of receipt of the statement. The Tenant shall pay to the Landlord within 30 days of receipt of the statement if there are no objections or 30 days after objections have been notified, the Pro-Rata share of the CAM Charges less any estimated payments previously paid. If the estimated payments exceed the Tenant's Pro-Rata share, then the excess shall be applied to the Tenant's monthly payments for estimated operating expenses for the next calendar year. For the first year of this Rental Agreement from April 2017 through March of 2018, the Landlord will provide to the tenant the statement of what the CAM charges were for 2016.

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8. **Tenant signage** – The Landlord shall make space available for Tenant signage. Tenant shall be responsible for all costs associated with signage. All Tenant signage shall be subject to the Landlord's written approval, which will not be unreasonably withheld or delayed and shall be in accordance with all local and state government codes and ordinances..

9. **Changes to space rented and cleaning**: Any and all plans or modifications to the interior space or building by the Tenant or the Tenant's agents will be submitted to the Landlord for its approval, not to be unreasonably withheld or delayed. After the initial fit up work is completed, as is shown in Exhibit A at the end of this lease, done at the Landlord's expense, the Tenant will be responsible for the interior space: making any future changes to the existing walls, floor plan, painting, decorating, additional fitting out of the interior space for their specific business use and all cleaning of the Tenant's space. The Tenant shall be granted the right to perform a final inspection and approval of the premises before accepting occupancy.

10. **Common area and kitchen** – The Landlord will, as a part of the CAM, have the common bathrooms cleaned 1X/week. The kitchen area is provided for the Tenants use and enjoyment. The cleaning of the kitchen area (counter tops, stove top and refrigerator) are not in included in this lease. The Tenant agrees to respect and manage the kitchen area with regards to keeping it cleaned up and left in an orderly fashion after their use. The other tenants on the 2nd floor will be asked to show the same respect for the kitchen area.

11. **Enjoyment of space** – The Tenant will have use of their leased space without outside interference from other tenants in the building, ie: excessive noise and other disturbances that would be deemed to be unacceptable and not part of the normal building operation. The Tenant in turn, will be respectful of the other tenants/occupants in the building by showing the same consideration regarding noise and disturbance that would be considered an interference with the use of one's leased space.

12. **Condition of space if vacated** - If Tenant should not renew this lease agreement, and vacate the leased premises, then the leased space will be left in good condition, broom clean, free from debris with normal wear and tear accepted. All items and equipment pertaining to Tenant's business is its property and any permanent fixtures and leasehold improvements to the premises are Landlord's property

13. **Sublet of Landlord's property and assigning the lease** -The Tenant agrees not to sublet any of the property of the Landlord without written consent from the Landlord and further agrees not to assign this rental agreement without the written consent of the Landlord. Written consent from the Landlord shall not be unreasonably withheld or delayed. For the purposes here of, the term "assign" shall include the transfer by the principals (owners) of the Tenant, a controlling

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interest in the Tenant's stock (if the Tenant is a corporation), membership interests (if the Tenant is a limited liability company) or partnership interests (if the Tenant is a partnership). If this written consent to assign this rental agreement is given to the Tenant, the Landlord has the right and option to increase the monthly rent not more than 5% for the remaining term of this rental agreement.

14. **Repairs** – Landlord will maintain and repair the roof and building structure and all mechanical , plumbing and electrical systems that were put in place by the Landlord.

15. **Zoning** – It is the responsibility of the Tenant to determine all zoning ordinances and secure all of the necessary or required permits and approvals for its proposed use of the space rented. The Landlord makes no representations or warranties as to the suitability of or the ability to obtain regulatory approval for the leased premises for the Tenant's intended use.

16. **Fire and Casualty insurance** – The Landlord will carry fire insurance for the property rented by the Tenant. If the leased premises or the building in which the leased premises are located during the terms of this Lease be so destroyed or damaged by fire or other casualty as to render the leased premises or any portions thereof unfit for use, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated until the leased premises shall have been rebuilt and put in substantially the same or similar condition by the Landlord as said leased premises were immediately prior to such damage or destruction; or these premises may if at least 33 1/3% of the building of which the premises are a part was damaged or destroyed, at the election of either party, upon written notice to be given within thirty (30) days after such damage or destruction, be terminated and ended.

17. **Liability insurance** – The Tenant agrees to maintain a policy of comprehensive public liability insurance insuring the Landlord and the Tenant. This insurance policy shall be in the amounts no less than One Million dollars ($1,000,000.00) each occurrence combined single limit, Two Million dollars ($2,000,000.00) Aggregate, combined single limits. A certificate of insurance evidencing same will be provided to the Landlord and will be kept in the Tenant's file in the Landlord's offices.

18. **Bankruptcy** – This rental agreement will be terminated in the event any action or proceeding is filed by or against the Tenant under the Bankruptcy Act whether for reorganization or bankruptcy.

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19. **Indemnify and hold harmless** – The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims for the injury to persons or damage to property in or about the premises and any costs or damage which the Landlord may incur by reason of any such valid claim arising from or out of the use, occupancy or possession of the demised premises by Tenant.

Attached please find a floor plan of the property rented.

If you agree with the terms, conditions and provisions of this rental agreement, please sign both copies of the rental agreement, have them both witnessed and return one copy to:

Charles A. Poole
CM Waterfront Properties, LLC
PO Box 7467
Portland, Maine 04112

Sincerely,

Charles A. Poole Date: 3/17/17
CM Waterfront Properties, LLC
Charles A. Poole, Partner

Tina L Bryant Date: 3/17/17
Witness

Jennifer L Ross Date: 3/4/17
Jennifer Ross-Boshes
Owner

Scott L Dyer Date: 3/4/17
Witness

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Guaranty

The undersigned Jennifer Ross-Boshes, owner of Beauty Mark Co., hereby unconditionally guaranties all obligations of Tenant under the above rental agreement, and agrees that in the default of a default by Tenant, Landlord shall have complete recourse against her, individually, for the performance of Tenant's obligations.

Jennifer Ross-Boshes Date: 3/4/17
Jennifer Ross-Boshes – individually

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Exhibit A

The Landlord shall provide the following fit up and repairs to the leased space:

1. Install new vinyl (wood look) plank flooring in the reception area of the space. To match as close as is possible with existing wood like flooring in the hallway and treatment rooms.
2. Repair all walls where needed and paint the space according to the Tenant's paint schedule.
3. Move spa entrance door as per attached floor plan. A 24" x 32" piece of glass will be installed in the entrance door – subject to code.
4. Remove the existing door that divided the reception area from spa rooms, and remove the sheetrock wall, the door was installed in, to create a larger opening.
5. Repair the window seal/caulking in the 2 – treatment rooms on the right side at the end of the hall.