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Inspections Division
Approved with Conditions
Date: 09/11/14

COMMERCIAL LEASE (MODIFIED GROSS)

This Lease is made this 1 day of AUGUST, 2014 (hereinafter "Effective Date") by and between **Top of Exchange, LLC, 42 Market Street, Portland, ME 04101** (hereinafter "Landlord") and **Sageonazafu, LLC d/b/a Dobra Tea** (hereinafter "Tenant").

1. DEFINITIONS. The following terms as used herein have the meanings set forth below:

(a) "Exclusive Premises" means **those premises deemed to contain 1,350 +/- rentable square feet located on the first floor of the Building and accessed through 89 Exchange Street, exclusive of Common Areas, all as shown on Exhibit A attached hereto and incorporated herein [insert floor plans as Ex. A]**;

(b) "Common Areas" means **areas customarily shared between and among tenants in the Building, including but not limited to stairwells, elevators, and lobby areas, but not including stairwells, lobbies, and other areas solely contained within and solely accessible through a tenant's Exclusive Premises**;

(c) "Leased Premises" means the Exclusive Premises together with any rights granted herein, if any, to use or access the Common Areas;

(d) "Property" means the land, together with the buildings thereon, located at **85 Exchange Street, Portland, ME 04101**;

(e) "Building" means any and all structures, whether temporary or permanent, located on Property;

(f) "Tenant's Proportional Share" means a fraction, the numerator of which is the rentable area deemed to be contained within the Exclusive Premises, and the denominator of which is the rentable area contained within the Building. Tenant's Proportional Share is hereby established as **six (6%)** percent. In the event the rentable space within the Building changes, Tenant's Proportional Share shall be recalculated according to the above formula;

(g) "Operating Expenses" means the total amount paid or payable by Landlord in connection with the management, maintenance, repair, and operation of the Property, not including capital improvements, and further described in Section 6;

(h) "Base Year" means **Calendar Year 2014**.

(i) "Rent" means the sum of Base Rent (as defined in Section 5) and Additional Rent (as defined in Section 6).

(j) "Non-restaurant Food Operations" means the preparation and serving of food that does not require a separate kitchen under applicable laws and regulations, further provided that any equipment used, including microwaves and toaster ovens, is certified by the

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manufacturer as "ductless" equipment not requiring exhaust hoods, fans, or similar equipment.

2. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord demises and leases to Tenant the Exclusive Premises, together with the reasonable use, in common with others, of all Common Areas of the Property. Tenant leases and agrees to take Leased Premises "as is," except as otherwise provided herein.

3. TERM. Tenant shall have and hold the Leased Premises for the Initial Term of **approximately ten (10) years**, commencing on **September 13, 2014** (hereinafter "Commencement Date") and terminating on **August 31, 2024** (hereinafter "Termination Date") unless otherwise expires, terminates or is cancelled at an earlier date pursuant to any of the terms, conditions, covenants or other provisions of this Lease, by operation of law, or by order of a court of competent jurisdiction.

4. EXTENSION. Tenant shall have the option to extend this Lease for two (2) additional five (5) year periods (hereinafter "First Renewal Term" and "Second Renewal Term", respectively). The First Renewal Term shall commence on expiration of the Initial Term and the Second Renewal Term shall commence on expiration of the First Renewal Term. If Tenant desires to exercise its option to extend this Lease for the First Renewal Term, Tenant shall give Landlord written notice of Tenant's exercise of Tenant's renewal option not less than 6 months prior to the expiration of the Initial Term. Similarly, Tenant may exercise its option to extend this Lease for the Second Renewal Term by giving Landlord written notice of exercise not less than six (6) months prior to the expiration of the First Renewal Term. Tenant's right to extend shall automatically terminate if the notice is not provided as required herein in a timely fashion. Tenant's exercise of said options shall only be valid if, at both the time of giving said notice and the expiration of the Initial Term or First Term (as applicable), Tenant shall not be in default of any of the provisions or terms of this Lease beyond applicable notice and cure periods, if any. In the event of any extension of this Lease, all terms and provisions of this Lease shall remain applicable. The Base Rent for the First Renewal Term and the Second Renewal Term shall be the fair market value of the Leased Premises as determined by a mutually acceptable, independent, third-party commercial real estate broker with detailed knowledge of the local retail rental market. Landlord and Tenant shall agree to the selection of such third party broker at least sixty (60) days prior to the end of the then-current term.

5. BASE RENT

(a) Beginning on the Commencement Date, Tenant shall pay the following amounts as Base Rent according to the following schedule:

For the first lease year, commencing upon the Commencement Date through August 31, 2015	**$32,400.00/year**
Payable in equal monthly installments of:	**$2,700.00**
For the second lease year, commencing upon September 1, 2015 through August 31, 2016	**$33,048.00/year**

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Payable in equal monthly installments of:	**$2,754.00**
For the third lease year, commencing upon September 1, 2016 through August 31, 2017	**$33,708.96/year**
Payable in equal monthly installments of:	**$2,809.08**
For the fourth lease year, commencing upon September 1, 2017 through August 31, 2018	**$34,383.14/year**
Payable in equal monthly installments of:	**$2,865.26**
For the fifth lease year, commencing upon September 1, 2018 through August 31, 2019	**$35,070.80/year**
Payable in equal monthly installments of:	**$2,922.57**
For the sixth lease year, commencing upon September 1, 2019 through August 31, 2020	**$35,772.22/year**
Payable in equal monthly installments of:	**$2,981.02**
For the seventh lease year, commencing upon September 1, 2020 through August 31, 2021	**$36,487.66/year**
Payable in equal monthly installments of:	**$3,040.64**
For the eighth lease year, commencing upon September 1, 2021 through August 31, 2022	**$37,217.42/year**
Payable in equal monthly installments of:	**$3,101.45**
For the ninth lease year, commencing upon September 1, 2022 through August 31, 2023	**$37,961.76/year**
Payable in equal monthly installments of:	**$3,163.48**
For the tenth lease year, commencing upon September 1, 2023 through August 31, 2024	**$38,721.00/year**
Payable in equal monthly installments of:	**$3,226.75**

Each monthly installment is due in advance on the first day of each month at such place as is designated by Landlord and is due to Landlord without any defense, abatement, deduction or set-off for any reason except as may be expressly provided for in this Lease.

(b) Notwithstanding subsection (a), any Rent due for the period from the Commencement Date through October 31, 2014 is hereby waived, such that Rent shall commence on November 1, 2014, except that on November 1, 2014 Tenant shall pay to Landlord all amounts due for sub-metered water usage at the Premises during the period commencing September 13, 2014 and ending October 31, 2014.

6. ADDITIONAL RENT

(a) Tenant shall pay to Landlord Additional Rent equal to the Tenant's Proportional Share of any increases in the Property's Operating Expenses over those incurred during the Base Year, also known as Common Area Maintenance ("CAM") expenses. Operating Expenses may include, but are not limited to:

(i) Landlord's cost in repairing or maintaining, but not replacing or improving, the roof, roof membrane, exterior walls, exterior windows, and exterior doors of the Property;

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(ii) All real estate taxes or taxes in lieu thereof or in addition thereto imposed by City of Portland or other taxing authority on the Property;
(iii) Landlord's costs in maintaining, but not replacing or improving, the outside paved areas, walkways, landscaping, and other Common Areas;
(iv) Landlord's annual cost of insurance insuring against fire and extended coverage, including all risk coverage and all other insurance including, but not limited to, earthquake, flood, volcano, terrorism, Act of God, and/or surface water endorsements for the Property, rental value insurance against loss of rents in an amount equal to the amount of rent for a period of at least six months, but not more than twelve months, commencing on the date of loss;
(v) Landlord's cost of modification to the Property and the Common Areas occasioned by any land use, zoning, or code requirements adopted after the Commencement Date of this Lease;
(vi) Landlord's cost of preventative maintenance and repair contracts including, but not limited to, contracts for elevator systems and HVAC systems, lifts for disabled persons, and/or trash or refuse collection;
(vii) Landlord's cost of security and fire protection services to the Property;
(viii) Landlord's expense for retention of a property management company or Landlord's reasonable fee, not to exceed five (5%) percent of the Property's gross rents, for managing the Property itself;
(ix) Landlord's cost of supplies, equipment, rental equipment, and other similar items used in the operation and/or maintenance of the Property;
(x) Landlord's cost of repairs and maintenance required of Landlord under this Lease, including janitorial services for Common Areas and costs of cleaning windows; and
(xi) Landlord's cost of utilities for the Common Areas.

This list is for illustrative purposes only and is not exhaustive of all Operating Expenses. Landlord does not represent that any of the above actions will be taken and Landlord may, in its sole and absolute discretion, begin or discontinue any of the services or activities chargeable to Tenant as Operating Expenses.

(b) Landlord may elect to estimate total Operating Expenses on an annual basis and invoice Tenant in equal monthly installments. Any estimated charges shall be considered Additional Rent. Within ninety (90) days after the end of each year, Landlord shall provide to Tenant a written financial statement of the actual CAM expenses for such year (hereinafter "Annual CAM Statement"). Within thirty (30) days of Tenant's receipt of the Annual CAM Statement, Tenant shall pay to Landlord any shortage unpaid by Tenant, or Landlord shall refund to Tenant any overage paid by Tenant. Tenant may elect, within thirty (30) days of receipt of the Annual CAM Statement, to conduct an audit of Landlord's records of Operating Expenses and no shortage in Additional Rent due for the prior lease year shall be paid until Tenant completes such audit.

(c) In the event this lease does not terminate, expire, or is otherwise cancelled on the final day of a calendar year, there shall be a final CAM accounting. Landlord shall divide the total Operating Expenses of the Base Year by twelve, multiplied by the number of months or fractions thereof then elapsed in the current calendar year as of the date of

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lease termination. Landlord shall then calculate the total Operating Expenses of the th current calendar year as of the date of lease. Tenant shall pay the difference calculated by subtracting the latter amounts from the former. In the event amounts of known Operating Expenses, including electricity and gas, have not been provided by vendors at the time of lease termination, Landlord may elect to use the immediate prior bill as an estimate which shall be deemed the actual amount for purposes of this Subsection. In the event Landlord elects to estimate Operating Expenses under Subsection (b), the final CAM accounting shall permit refund to Tenant of any overpayments made to Landlord.

(d) Additional Rent shall be due and payable on the first day of the month after Tenant receives written notice from Landlord. If said Additional Rent is not paid when due, it shall be collectable with the next required installment of Base Rent, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other right or remedy of Landlord.

7. LATE CHARGE. If Tenant fails to pay Landlord any Rent due under this Lease by the tenth (10th) day of the month in which such amount is due a late charge of five (5%) percent of the amount shall be added to the amount due.

8. UTILITIES.

(a) HVAC: Landlord shall provide heating and cooling in the Leased Premises. All costs for operating and maintaining any such system shall be considered an Operating Expense.

(b) Electricity: Tenant shall pay directly to the electricity provider for all electricity consumed by Tenant in the Leased Premises. Such utilities shall be separately metered to determine Tenant's actual usage. In the event such meter fails or actual usage is unable to be reasonably determined, Tenant shall pay for such services as an Operating Expense.

(c) Water/Sewer: There shall be a meter installed on the Leased Premises to measure Tenant's use of water and sewer. Tenant shall pay for all such use in the Exclusive Premises as invoiced by Landlord. Such amounts shall be considered Additional Rent and shall be in addition to any amounts owed as CAM expenses.

9. REPAIRS AND MAINTENANCE.

(a) Landlord shall be responsible for snow removal from the sidewalks adjacent to the Leased Premises. Tenant shall be responsible for all interior cleaning, maintenance and repairs of the Exclusive Premises and Tenant shall at all times keep the Leased Premises in good order, condition, and repair, excepting damage by unavoidable casualty for which Landlord is insured.

(b) Landlord shall repair and maintain in good condition the interior and exterior structural portions of the Leased Premises together with the mechanical systems, exterior walls and roof of the Building.

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(c) Landlord shall purchase the meter required under Subsection 8(c) and Tenant shall have a qualified, licensed plumber install said meter during Tenant's construction, provided that such meter shall be reasonably accessible to Landlord for inspection purposes. Landlord shall install new door locks leading to the Exclusive Premises and provide Tenant with keys.

(d) At the expiration or other termination of the term hereof, Tenant shall surrender the Leased Premises in generally the same condition ("broom clean") as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant shall remove any fixtures, alterations, or improvements as provided in Section 10(b) hereof before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby, except for those fixtures, alterations, or improvements Tenant is required to leave at the Leased Premises pursuant to this Lease or any subsequent agreement of Landlord and Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease.

10. SIGNS, FIXTURES, ALTERATIONS

(a) Tenant shall not make or cause to be made any alterations, additions, or improvements or install or cause to be installed any trade fixtures, signs, floor coverings, or lighting or plumbing fixtures without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord acknowledges that (i) Tenant may install a sign on the Exchange Street façade similar to existing signage on the Building, the dimensions and design of which are subject to Landlord's reasonable approval and applicable laws and regulations, (ii) Tenant may place a sandwich board on the sidewalk in front of the Premises during regular business hours subject to applicable local ordinances and regulations, and (iii) Tenant may complete the build-out and fit up work in accordance with applicable laws and regulations, including improvements and modifications to plumbing and electrical systems, necessary to convert the Premises into a tea room as more particularly set forth on Exhibit B attached hereto and incorporated herein.

(b) If, at the expiration or other termination of this Lease, Tenant fails to restore the Leased Premises and to remove such fixtures, alterations, additions, and improvements, excepting those required to be left pursuant to this Lease or any other agreement between the Landlord and Tenant, then, upon the expiration or other termination of this Lease and upon Tenant's removal from the Leased Premises, all said signs, fixtures, alterations, additions, and improvements shall, at the option of the Landlord, (i) become the property of the Landlord or (ii) be removed and stored or destroyed, if appropriate, in their entirety or any part thereof at Tenant's sole cost and expense.

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(c) Tenant shall promptly pay all contractors and materialmen for which it is responsible as to minimize the possibility of a lien attaching to the Leased Premises. Should any lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after notice of the lien is received by Tenant or written request by Landlord, whichever first occurs.

11. SECURITY DEPOSIT. Tenant shall deposit with Landlord **Two Thousand Seven Hundred ($2,700.00) Dollars** to be held by Landlord in a non-interest bearing account. Such amount shall be promptly returned to Tenant at the termination, expiration, or cancellation of this Lease, provided Tenant has complied with all material terms of this Lease, including Section 9(c). Landlord may not expend any such amount deposited under this Section, expect that, in the event of an uncured default by Tenant, Landlord may apply any such amount to amounts owed by Tenant without waiver of any of Landlord's other rights or remedies under this Lease, at law, or in equity.

12. LANDLORD'S ACCESS. Upon prior notice, Landlord shall have reasonable access to the Leased Premises for the purpose of examining the same, or to perform any repairs or maintenance deemed necessary by Landlord, or to show the Property to prospective purchasers, but the performance of such repairs, maintenance, examination, or showing shall not unduly interfere with the Tenant's use of the Leased Premises nor the conduct of Tenant's business thereon. During the last six (6) months of the term of this Lease, as may be extended, amended, or renewed under this Lease or subsequent agreement between Tenant and Landlord, Landlord shall have the right to show the Leased Premises to prospective tenants during normal business hours upon reasonable notice to Tenant, provided that Landlord shall make reasonable efforts not to disrupt Tenant's business. Nothing in this Section shall be construed to limit Landlord's access if Landlord, in its reasonable commercial judgment, believes an emergency situation, including fire, flooding, burst pipes, or structural failures, requires immediate access to protect the Property.

13. ASSIGNMENT AND SUBLETTING

(a) Tenant agrees not to assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leased Premises, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior written consent of Landlord in each instance, provided, however that Landlord's consent shall not be unreasonably conditioned, delayed or withheld. A transfer of fifty (50%) percent or more of the ownership interest in Tenant shall be deemed to constitute an assignment of the Lease and shall be subject to the provisions of this Section. If this Lease is assigned or transferred or if all or any part of the Leased Premises are sublet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent (including Base Rent and Additional Rent) from the assignee, transferee, subtenant or occupant and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or of the acceptance of the assignee, transferee, subtenant or occupancy as Tenant, or a release of

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Tenant from the performance or further performance by Tenant of the agreements, ter covenants and conditions hereof. The consent by Landlord to an assignment, mortgage, pledge, encumbrance, transfer or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment, mortgage, pledge, encumbrance, transfer, or subletting. In the event of any assignment, mortgage, pledge, encumbrance, transfer, or subletting which is approved by Landlord hereunder, Tenant shall nevertheless remain liable under all of the agreements, terms, covenants, and conditions hereof unless such assignee assumes in writing all of Tenant's obligations under the Lease. Upon a written assumption of this Lease by an assignee approved by Landlord, Tenant shall be relieved of its obligations under this Lease.

(b) Subject to the rights of the holder of any mortgage on the fee, during any period of default, Tenant hereby assigns to Landlord all of its right, title, and interest in and to all present and future subleases and all rents (including Base Rent and Additional Rent) due and to become due thereunder. In the event of any default or breach of this Lease, Landlord shall apply any net amount collected by it from subtenants to the net rent or additional rent due hereunder. In the event of the failure of any subtenant to pay subrent to Landlord pursuant to the foregoing assignment after the happening of any such event of default or breach of this Lease, any such rent thereafter collected by Tenant shall constitute a trust fund for the benefit of Landlord.

(c) Tenant shall not directly or indirectly collect or accept any payment of rent (other than Additional Rent) under any sublease more than one month in advance of the date when the same shall become due, except that, in case of a sublease where the sublessor thereunder is required to make subtenant changes or alterations at such sublessor's expense, such sublessor may collect rent in advance for an amount not in excess of one year's rent or the estimated cost of the work, whichever is less. Any sublease may require the subtenant thereunder to make a rent security deposit in an amount not exceeding ten (10%) percent of the aggregate subrent reserved for the term of such sublease.

(d) Tenant shall not modify any sublease so as to reduce the rent (including Base Rent or Additional Rent), shorten the term, or adversely affect in any other respect to any material extent the rights of the sublessor thereunder, or permit cancellation or accept the surrender of any sublease, or surrender any security deposited thereunder, or release any guarantor thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided, however, that Tenant may permit the cancellation or accept the surrender of a sublease if made in connection with the making of a new sublease permitted by the terms hereof.

(e) Notwithstanding anything to the contrary contained herein, Landlord shall have the discretion to refuse to consent to any proposed sublease which impairs or tend to impair the character, reputation, or appearance of Landlord's property as a first-class commercial property, provided that such discretion shall be exercised on a reasonable basis. The provisions of this Section are intended to be in furtherance, and not in limitation, of the grounds upon which Landlord may refuse to consent to a proposed sublease.

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14. INSURANCE AND INDEMNITY

(a) Tenant shall, during the term hereof, keep in full force and effect a policy of commercial liability insurance with respect to the Leased Premises and the business operated with respect to the Leased Premises and the business operated by Tenant in the Leased Premises insuring Landlord and Tenant against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the Leased Premises with an aggregate limit of not less than **One Million ($1,000,000.00)** Dollars, which policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. Tenant shall provide evidence of all insurance required hereunder to Landlord upon Landlord's request.

(b) Tenant shall provide, at its sole expense and throughout the term of this Lease, special form (all risk) insurance, or fire and extended coverage insurance, in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery, and personal property not owned by Landlord kept on the Leased Premises.

(c) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any special form (all risk) property insurance or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors.

(d) Except for Landlord's negligence or intentional bad acts, Tenant shall indemnify Landlord and hold and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees, in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence inside, above, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof.

15. CONDUCT OF BUSINESS BY TENANT. Tenant shall use the Leased Premises solely for activities consistent with **Non-restaurant Food Operations and the retail sale of non-alcoholic beverages.**. Tenant shall occupy the Leased Premises and conduct said business continuously. Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord, which shall not be unreasonably conditioned, withheld, or delayed. Tenant shall not keep within the premises any article of dangerous, flammable, or explosive character (beyond reasonable commercial amounts customary or necessary as accessory to the primary use) which increases the danger of fire or other casualty upon the Leased

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Premises, or which would be deemed "hazardous" or "extra-hazardous" by a responsible insurance company. The Tenant shall conduct its business in such a manner as will not interfere with or disturb any other Building tenant in the conduct of its business, or the Landlord in the reasonable management of the Building. The sidewalks, entrances, corridors, and halls shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress or egress to and from the Leased Premises without written permission of the Landlord, **provided that Tenant may utilize sidewalks immediately adjacent to the exterior walls of the Exclusive Premises for customer seating (including the placement of tables and chairs) as the City of Portland or other government agency may allow from time-to-time. Tenant shall be responsible for obtaining all necessary approvals and permits for such use.**

16. GOVERNMENTAL REGULATIONS. Tenant shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes, rules, and regulations now in force or which may hereafter be in force. Landlord agrees to reasonably cooperate with Tenant in obtaining all permits and other governmental approvals for Tenant's use of the Premises.

17. FIRE, CASUALTY, OR EMINENT DOMAIN. If all or a substantial portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain or by private purchase in lieu thereof, then this Lease and the term hereof shall terminate at the election of the Landlord. If this Lease shall not be terminated by Landlord pursuant to the first sentence hereof, then Landlord shall restore the Leased Premises, or what may remain thereof after such casualty or taking, within a reasonable period to the same condition they were in prior to such damage, destruction or taking. If such restoration shall not be completed within ninety (90) days after the date of such damage, destruction or taking, Tenant shall have the right to terminate this Lease, unless such completion shall be delayed by reason of strikes, lock-outs, labor troubles, unanticipated inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason beyond Landlord's control. In the event of condemnation, Tenant shall have no claim against the Landlord nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Tenant shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded to or recoverable by Tenant, or fairly attributable to Tenant on account of any and all damage to Tenant's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's furniture, fixtures, leasehold improvements, and equipment.

18. DEFAULT

(a) (i) In the event of any failure of the Tenant to pay any Rent due hereunder on or before the tenth (10th) day after it is due hereunder; or

(ii) any failure of the Tenant to perform any other of the terms, conditions, covenants, or other provisions of this Lease to be observed or performed by Tenant, if Tenant has

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not cured or commenced to cure such failure within thirty (30) days after receip written notice of such default; or

(iii) if Tenant shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Tenant in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, which is not dismissed within thirty (30) days; or

(iv) if Tenant shall suffer this Lease to be taken under any writ of execution, which is not released within thirty (30) days;

then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of and for the account of Tenant, all without service or resort to legal process unless required by law and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord shall be entitled to evict Tenant by civil action.

(b) In the event of re-entry by Landlord under Subsection (a), Landlord shall use reasonable diligence, at the expense of Tenant, in finding another tenant for the Leased Premises in order to mitigate damages. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Should the Lease be terminated, in addition to other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of the breach under which this Lease is terminated, including the cost of recovering the Leased Premises, reasonable attorneys' fees and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, discounted to present value (using a discount rate equal to the Wall Street Journal Prime Rate) all of which amounts shall be immediately due and payable from Tenant to Landlord.

19. QUIET ENJOYMENT. Subject to the terms and conditions of this Lease, Tenant may have and enjoy the Leased Premises free from hindrance by Landlord.

20. ESTOPPEL CERTIFICATE; ATTORNMENT

(a) Within ten (10) days after a request therefor by Landlord, or in the event that upon any sale, assignment, or hypothecation of the Leased Premises, in whole or in part, and/or the Property by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees, at no cost to Tenant, to deliver said certificate to any proposed mortgagee or purchaser, or to Landlord, certifying if true that this Lease is in full force and effect and that, to Tenant's knowledge, there are no defaults or defenses thereto or stating those

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claimed by Tenant, and/or providing any additional reasonably requested informa regarding this Lease.

(b) Upon request of Landlord, Tenant shall, at no cost to Tenant, subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, provided, however, that the subordination of this Lease to any such mortgagee, shall, in any event, be subject to the delivery to Tenant of such mortgagee's written agreement, for so long as Tenant shall not be in default hereunder beyond applicable notice and cure periods, to assume Landlord's obligations under this Lease, to fully recognize Tenant's rights and remedies under this Lease, and to permit quiet enjoyment by Tenant in the event of entry, foreclosure or sale in lieu of foreclosure. Concurrent with the execution of this Lease, any current holders of interests superior to this Lease shall also execute and deliver such agreements to Tenant if requested by Tenant. Tenant shall, in the event any proceedings are brought for the foreclosure at or in the event of exercise of the power of sale of any mortgage made by Landlord covering the Leased Premises or in the event of a sale in lieu of foreclosure to the mortgagee or any purchaser, upon any such foreclosure or sale and such mortgagee or purchaser assuming this Lease, recognize such mortgagee or purchaser as Landlord hereunder, and no sale for the purpose of foreclosing the Property, or repossessing or other action pursuant to said mortgage or other security indenture, shall be regarded as an eviction of Tenant or its successors, constructive or otherwise, or give the Tenant or any successor of the Tenant any rights to terminate this Lease, provided that such mortgagee shall be subject to the above-mentioned commitment and agreement.

21. LIABILITY FOR CASUALTY. Except for Landlord's negligence and intentional misconduct, Landlord shall not be liable for any injury or damage to Tenant's property resulting from fire, explosion, falling objects, steam, gas, electricity, water, rain or snow, or leaks from any part of said building or from the roof, street or subsurface or from any other cause of any nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the building or caused by constructions operations of any public, quasi-public, or private work; nor shall Landlord be liable for any latent defect in the Leased Premises or in the building. Tenant shall give reasonably prompt notice to Landlord in case of fire or accident in the Leased Premises or of defects therein.

22. LIMITATION OF LANDLORD'S LIABILITY. Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof. Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under the Lease. In no event shall Landlord, its officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, whether disclosed or undisclosed, ever be personally liable for any such liability or ever be liable for damages, whether direct, consequential, punitive, or otherwise.

23. EXCULPATORY PROVISIONS. The term "Landlord," as used in this Lease, means only the owner for the time being of the Property, so that in the event of any sale or sales

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of such land, or assignment, transfer, or other conveyance of its rights under this Leas the new owner of the Property assumes in writing the obligations of Landlord under this Lease, the said Landlord shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed construed, except as hereinafter stated, without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the successor to the Landlord by reason of any assignment, transfer, or other conveyance of its rights under this Lease, that such purchaser or successor has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder, whether arising before or after such assignment or transfer.

24. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless such assignment occurs in accordance with the terms of Section 13. If more than one party executes this Lease as Tenant, the liability of such parties hereunder shall be joint and several.

25. HOLDOVER. If the Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable, except that the rent shall accrue at 150% of the rental amount due during the last month of the Lease. Landlord or Tenant may terminate any such month-to-month tenancy by giving to the other party thirty (30) days prior written notice.

26. WAIVER. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance or rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted.

27. NOTICE. Unless otherwise provided herein, any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed <u>if to Landlord</u> 42 Market Street, Portland, ME 04101-5022 or such other address as Landlord may designate by written notice, and <u>if to Tenant</u> the Leased Premises or such other address the Tenant shall designate by written notice.

28. TITLES AND NUMBERS. The Section and Subsection numbers and titles appearing herein are inserted solely for convenience and in no way define, limit, construe or describe the scope or intent of this Lease.

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COMMERCIAL LEASE GUARANTY

For value received, this Guaranty is made this 1 day of AUGUST, 2014 (hereinafter "Effective Date") by and between **TOP OF EXCHANGE, LLC,** (hereinafter "Landlord") and **Ellen Kanner and Ray Marcotte** (hereinafter collectively "Guarantor").

1. RECITALS.

   (a) Landlord and **Sageonazafu, LLC d/b/a Dobra Tea** (hereinafter "Tenant") have entered into a Lease dated AUGUST 1, 2014 for premises located at 89 Exchange Street (hereinafter "Lease");

   (b) Guarantor desires to facilitate the business relationship of Landlord and Tenant by providing certain guarantees; and

   (c) Guarantor, for value received, the sufficiency and receipt of which is hereby acknowledged, and in order to induce Landlord to enter into the Lease with Tenant, desires to memorialize Guarantor's promises and covenants to Landlord on behalf of Tenant.

2. GUARANTEE. Guarantor hereby unconditionally guarantees to Landlord the full and prompt performance and observance of all covenants, conditions and agreements to be observed and performed by Tenant, its successor or assigns, under the Lease, including without limitation the payment of rent or other charges and the performance and observance of all of the other covenants, conditions and agreements of the Tenant under the Lease. If Tenant or Tenant's successors or assigns shall default at any time in the payment of rent or other charges due or in the full and prompt observance and performance of any of the other covenants, conditions, provisions or agreements on the Tenant's part to be performed under the terms of the Lease, then Guarantor shall, on written demand of Landlord, pay to Landlord the rent and other charges due under the Lease and perform the other obligations of Tenant under the terms of the Lease. This Guaranty shall remain and continue in full force and effect as to any modification or amendment of the Lease regardless of whether Guarantor has consented thereto. In the event of any default under the Lease, the Landlord may immediately proceed to demand and receive payment under this guaranty from the Guarantor and to enforce all of Landlord's rights under this Guaranty without proceeding against or joining Tenant, its successors or assigns. Guarantor hereby waiving any rights Guarantor may have to compel Landlord to proceed against Tenant, its successors or assigns, as well as any rights of notice, demand or presentment. The Guarantor further waives all equitable guaranty and surety ship defenses, including, without limitation, defenses based on laches, estoppel, waiver, unclean hands, marshaling and the like. This Guaranty shall apply to the term of the Lease, any extension or renewal thereof and to any holdover term following the term of the Lease. The Guarantor shall further be liable to the Landlord for all costs incurred by the Landlord in enforcing this Guaranty including all legal fees, court costs and related charges.

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3. GUARANTEE NOT AFFECTED. The liability of Guarantor hereunder shall in no way be affected by (a) any creditors', receivership, bankruptcy or other proceedings with respect to Tenant, its successor or assigns or the estate of Tenant, its successor or assigns; (b) the rejection or disaffirmance of the Lease in such proceedings; (c) the assignment or transfer of the Lease by Tenant, its successors or assigns; or (d) any indulgence, compromise, settlement, release, waiver, discharge or variation which may be extended to Tenant, its successors or assigns, by Landlord.

4. JOINTLY AND SEVERALLY LIABLE. In the event Guarantor consists of multiple natural or juridical persons, or both, all such persons shall be jointly and severally liable for any amounts owed under this Guaranty.

5. ASSIGNMENT. Landlord shall be entitled to assign Landlord's rights under this Guaranty from time to time to any assignee of the Lease to the extent of the interest assigned and any such assignment of the Lease by Landlord, its successors or assigns, shall constitute an assignment of the rights of Landlord hereunder. Guarantor shall not be entitled to assign Guarantor's rights or delegate Guarantor's duties hereunder without the prior written consent of Landlord.

6. BINDING. Subject to the provisions of Section 5, this Guaranty shall be binding upon Guarantor, his heirs and assigns, and shall inure to the benefit of Landlord and its successors and assigns.

7. NOTICE. Unless otherwise provided herein, any notice, demand, request, or other instrument which may be or is required to be given under this Guaranty shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed <u>if to Landlord</u> 42 Market Street, Portland, ME 04101-5022 or such other address as Landlord may designate by written notice, and <u>if to Guarantor</u> the Leased Premises or such other address the Guarantor shall designate by written notice. If there shall be more than one Guarantor, any notice required or permitted by the terms of this Guaranty may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

8. TITLES AND NUMBERS. The Section and Subsection numbers and titles appearing herein are inserted solely for convenience and in no way define, limit, construe or describe the scope or intent of this Guaranty.

9. SEVERANCE. Should any term or provision of this Guaranty, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.

10. CHOICE OF LAW. This Guarantee shall be construed according to the laws of the State of Maine and any disputes or actions related to this Guaranty shall be brought in the trial courts of Cumberland County having jurisdiction over such actions.

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IN WITNESS WHEREOF, Landlord and Guarantor each have caused this Guaranty to be sig and sealed as of the Effective Date.

WITNESS

Top of Exchange, LLC ("Landlord")

By: Michael Cianchette
Its: Mg

WITNESS

GUARANTOR

Ellen Kanner

WITNESS

GUARANTOR

Ray Marcotte

Exhibit A

Rough estimate of modifications to space

89 Exchange

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Exhibit B

Improvements at 89 Exchange may include:

1. Plumbing and core drilling for kitchen with 3 bay sink, two additional small sinks and ice maker
2. Water heater in basement for kitchen sinks
3. Addition of platform seating areas, up to 4
4. Addition of lighting and electrical outlets in the kitchen area as well as throughout the space
5. Outdoor seating for about 3-4 tables and 6 chairs, as allowed by City
6. Signage on front of 89 Exchange on current support bar, in window(s) on Exchange Street side as well as in a Market Street window
7. Construction of interior wall to create stockroom and office
8. Removal of back storage shelf *
9. Removal of temporary wall in front windows

If required by the City

1. Extra ADA required bathroom, to include toilet and sink
2. Sprinkler system with connection to city's system

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