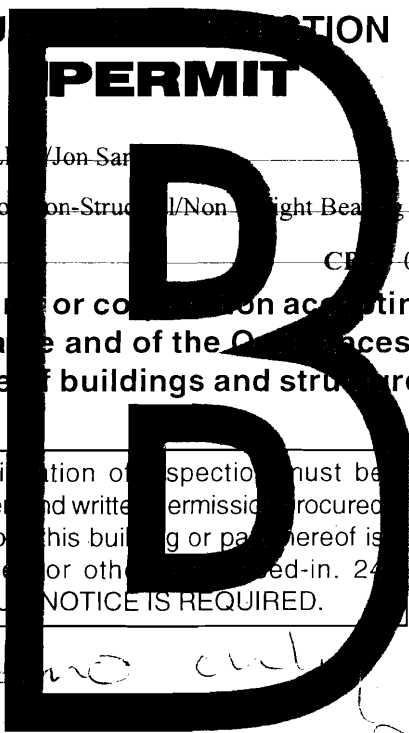


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT



Please Read Application And Notes, If Any, Attached

PERMITTED

Permit Number: 090015
JAN 16 2009

CITY OF PORTLAND

This is to certify that THE ONETEN COMPANY LLC / Jon Sar
 has permission to Restaurant Minor Demolition of Non-Structural/Non-Weight Bearing Material
 AT 110 EXCHANGE ST CE 032 H001001

provided that the person or persons, firm or corporation accounting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise red-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. Greg Cassis
 Health Dept. _____
 Appeal Board _____
 Other _____
Department Name

Jaime Rankin 1/16/09
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0015	Issue Date:	CBL: 032 H001001
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Location of Construction: 110 EXCHANGE ST	Owner Name: THE ONETEN COMPANY LLC	Owner Address: 19 HANSON ST <i>Portland, ME</i>	Phone: 207-319-4368
Business Name:	Contractor Name: Jon Sampson	Contractor Address: 63 Merrill Street Portland	Phone: 2073194368
Lessee/Buyer's Name	Phone:	Permit Type: Demolition - Building/Rebuild	Zone: B-3

Past Use: Commercial - Salt Institute	Proposed Use: Commercial - Restaurant Minor Demolition of Non-Structural/Non Weight Bearing Material	Permit Fee: \$30.00	Cost of Work: \$500.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>N/A</i> Type: <i>Non structural interior Demolition ONLY</i>	

Proposed Project Description:
Restaurant Minor Demolition of Non-Structural/Non Weight Bearing Material

Signature: *[Signature]* 1/15/09
Signature: *[Signature]* 1/15/09

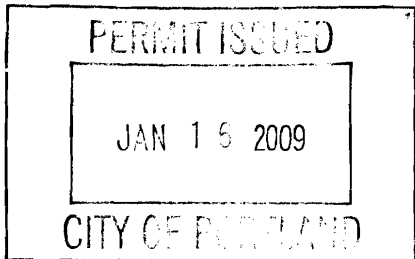
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Imd	Date Applied For: 01/07/2009	Zoning Approval
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>OK w/ conditions</i></p> <p>Date: <i>1/9/09</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><i>YES</i></p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p><i>Any exterior work requires a separate permit review</i></p> <p><i>Approve the Historic Preservation.</i></p> <p>Date: _____</p>
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0015	Date Applied For: 01/07/2009	CBL: 032 H001001
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Location of Construction: 110 EXCHANGE ST	Owner Name: THE ONETEN COMPANY LLC	Owner Address: 19 HANSON ST	Phone: 207-319-4368
Business Name:	Contractor Name: Jon Sampson	Contractor Address: 63 Merrill Street Portland	Phone: (207) 319-4368
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Interior	

Proposed Use: Commercial - Minor Demolition of Non-Structural/Non Weight Bearing Material (first floor)	Proposed Project Description: Minor Demolition of Non-Structural/Non Weight Bearing Material (first floor)
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 01/09/2009

Note: **Ok to Issue:**

- 1) This property is located within a Pedestrian Activities District (PAD) which limits first floor use to retail-like uses. Any requested change of use shall meet the PAD requirements.
- 2) Any change of use requires a separate permit. This permit is for interior demolition only.
- 3) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 01/16/2009

Note: **Ok to Issue:**

- 1) This approves minor interior demolition only

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Greg Cass **Approval Date:** 01/12/2009

Note: **Ok to Issue:**

- 1) Demo only

Comments:

1/8/2009-amachado: Left message for Harding Smith. Who is the owner, Justin O'Reilly or Oneten Company LLC? Need right, title & interest for the applicant. Is this the first floor? Demo permit only. Not establishing a new use.

1/9/2009-amachado: Spoke to Harding Smith. Justin O'Reilly is part of Oneten LLC. It is first floor. Applying for a change of use permit and fitup separately.

1/16/2009-jmb: Left voicemsg for Harding S. For clarification of the actual demolition details. Harding came in and detailed on the plan what is being removed....very minor.



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>110 Exchange St.</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Applicant * must be owner, Lessee or Buyer* Name <u>HARONIC SMITH</u> Address <u>73 Congress St #1</u> City, State & Zip <u>Portland, ME 04101</u>	Telephone: <u>207 319-4362</u>
Lessee/DBA (If Applicable) <u>JAN 1 2009</u>	Owner (if different from Applicant) Name <u>Justin O'Reilly</u> Address <u>110 Exchange St</u> City, State & Zip <u>Portland, ME</u>	Cost Of Work: \$ <u>500.00</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>gallery - salt water - school</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: → <u>Minor demolition of non structural non weight bearing materials</u>		
Contractor's name: <u>Jon Simpson</u> Address: <u>63 Merrill St.</u> City, State & Zip <u>Portland, ME 04101</u> Telephone: _____ Who should we contact when the permit is ready: <u>HARONIC SMITH</u> Telephone: <u>319-4368</u> Mailing address: <u>73 Congress St. #1 Portland, ME 04101</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 1/7/09

This is not a permit; you may not commence ANY work until the permit is issue

copy

COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

RECORDED
INDEXED
JAN - 9 2009

1. PARTIES: **OneTen Company, LLC**, a Maine Limited Liability Company with a mailing address of 19 Hanson Street, Portland, Maine 04103 ("**LANDLORD**") hereby leases to **HARDING LEE SMITH** with a mailing address of 73 Congress St. #1, ("**Tenant**") and Tenant hereby leases from Landlord the following described premises.

2. PREMISES: The premises are the interior portions of the ground (first) floor, existing restroom and storage closet, and basement of Landlord's building located at 110 Exchange Street, and are deemed to contain two thousand four hundred fifty (2450) square feet of rentable space. Certain portions of the first floor and basement of 110 Exchange Street are excluded from the Premises: (i) the basement "boiler room" and electrical/heating/elevator room; (ii) the access stairwell to the basement; and (iii) the common access/hallway off the Federal Street entrance on the ground floor and any other ground (first) floor common areas or facilities (herein, the said ground (first) floor interior space, excluding the excluded areas, the "**Premises**" or "**leased premises**"). The Premises are depicted on the attached **Exhibit A**, and are a portion of the Landlord's property described in that certain deed recorded in the Cumberland County Registry of Deeds in Book 25587, Page 251 (the property described in said deed being the "**Landlord's Property**").

Tenant shall have a right in common with Landlord and others to use of the following common facilities and areas: (1) the access stairwell to the basement; (2) the Federal Street entrance and hallway space for the purposes of access to and from the Premises and bathroom and storage closet, provided that deliveries are to be made through the most westerly, secondary Federal Street entrance only and not the common hallway entry (Tenant is granted no right to use the common hallway entry for deliveries); (3) portions of the basement that are not part of the Premises for purposes of Tenant's access to Tenant's basement space for purposes of restaurant-related uses only (e.g., storage, food preparation, and restaurant office space); (4) a right to locate venting and related equipment to be installed from the Premises through the building's interior and/or common space as necessary, in a mutually agreed upon configuration and location (and subject to provisions of this Lease concerning Tenant's Work and alterations), and to enable Tenant access to such equipment for purposes of maintenance and repair; (5) to the extent not covered by the foregoing, all entrances and exits associated with the Premises; (6) with respect to the two (2) bathrooms in the common hallway area (the "**Hallway Bathrooms**"), one of which is to be constructed by Tenant as part of Tenant's Work described below, Landlord reserves the right during the term of this Lease to permit the Hallway Bathrooms to be used by other tenants, occupants and their respective invitees in the Landlord's Property for the limited purpose of providing restroom access to any such individuals who are disabled or who have conditions that are described in or benefited by accessibility laws and regulations, federal, state and local. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. Tenant acknowledges that: a) Landlord has made no representations and Tenant is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that Tenant has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM; PRE-LEASE PERIOD; LANDLORD'S RETAINED RIGHT TO USE PREMISES: The term of this Lease shall be as follows, unless sooner terminated as herein provided: FIVE (5) years (plus the number of days in the last month, if any, described below), said term to commence on **January 2, 2009** (the "**Commencement Date**") and to end at midnight on **January 31, 2014**. Rent shall commence on **April 1, 2009** (the "**Rent Commencement Date**"). Tenant shall have access to the Premises after full execution of the Lease and prior to the Commencement Date (the "**Pre-Lease Period**"), for only the purpose of conduct of design work, measuring and space planning, provided that Tenant has obtained all of its necessary and required insurance coverages and is otherwise in compliance with the terms of this Lease. All such entries by Tenant during the Pre-Lease Period shall be at Tenant's sole cost and risk. No business, Tenant Work or other construction, alteration or modifications may be made by Tenant during the Pre-Lease Period. Landlord expressly reserves during the Pre-Lease Period the right to enter upon, occupy and use the Premises for any purposes that do not interfere with tenant's design work, measuring or space planning, including without limitation art exhibitions, art openings and similar events or operations. Landlord shall be responsible to maintain or cause to be maintained appropriate liability insurance related to its operations and use during the Pre-Lease Period, if any. Landlord's rights include the right to charge occupancy charges, rents, etc.

4. RENT: Beginning on the Rent Commencement Date Tenant agrees to pay to Landlord an annual base rent as follows:

For **the first Lease Year**, fifty one thousand four hundred fifty Dollars (\$51,450.00) per annum (\$4,287.50 per month); provided that it is acknowledged that the foregoing monthly base rent obligation does not begin until the Rent Commencement Date and there is a further rent credit that is described in section 31 hereof;

For **the second Lease Year**, fifty two thousand seven hundred thirty six Dollars (\$52,736.00) per annum (\$4,394.66 per month);

For **the third Lease Year**, fifty four thousand fifty four Dollars (\$54,054.00) per annum (\$4,504.50 per month);

For **the fourth Lease Year**, fifty five thousand four hundred five Dollars (\$55,405.00) per annum (\$4,617.08 per month);

For **the fifth Lease Year**, fifty six thousand seven hundred ninety Dollars (\$56,790.00) per annum (\$4,732.50 per month);

“Lease Year” or “lease year” shall mean each twelve month period during the term hereof, as it may be extended, the first Lease Year being that period beginning on the Commencement Date and ending on the date that is the last day of the month in which falls the first anniversary of the Commencement Date, and each successive Lease Year being each the twelve (12) month period thereafter, beginning on the first of the month that falls immediately after the end of the preceding Lease Year. Base rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease without any prior demand therefor or any defense, deduction or set-off whatsoever, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate. If Tenant does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Tenant fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due Landlord each month in addition to the rent then due.

5. **EXTENSION OPTION:** Provided that Tenant is not at the time of exercise in default of this Lease, Tenant shall have the option to extend this lease for TWO (2) successive additional periods of FIVE (5) years each, commencing at the end of the then-effective term. Tenant shall have no right to exercise more than one option to extend at a time. In order to exercise each of Tenant’s options to extend, Tenant shall notify Landlord in writing of its intention to exercise the extension option on or before the date that is nine (9) months prior to the end of the then-effective term but no earlier than twelve (12) months prior to the end of the then effective term (the “**Exercise Date**”), time being of the essence, said extension to be upon the same terms and conditions set forth in this Lease except that there shall be adjustment in the number of extension rights to account for the exercised extension right to extend and except for annual base rent which shall be as follows: Tenant covenants and agrees to pay to Landlord in advance, on the first day of each month of the extended term, base rent for the said extension term in an amount which is consistent with the prevailing market rate in effect at the time of such extension for comparable space in the Greater Portland market and a comparable term, provided, however, that such base rent shall never be less than the base rent that was effective during the final year of the original Lease term. If the parties are unable to agree upon the base rent applicable for the renewal period within thirty (30) days of the Exercise Date, each party shall within ten (10) days of the end of such thirty (30)-day period choose one commercial real estate broker with at least ten (10) years’ experience in commercial retail space leasing in the Greater Portland area and the brokers so chosen shall endeavor to determine the renewal base rent and the base rent so agreed upon by the two brokers shall be final and shall be that extension term’s base rent, provided that if the two brokers cannot agree on the extension term’s base rent within thirty (30) days of the end of such ten (10)-day period, then the two brokers shall within ten (10) days of the end of such thirty (30)-day period choose one commercial real estate broker with at least ten (10) years’ experience in commercial retail space leasing in the Greater Portland area and the third broker so chosen shall determine the base rental applicable for the extension period, but the third broker must choose a rental that is not higher than the higher of the two brokers’ base rent determinations nor lower than the lower of the two brokers’ base rent determinations. Such decision of the third broker shall be final and shall be the extension term’s base rent. The expenses of the first two brokers shall be paid by the parties choosing such broker and the expenses of the third shall be shared equally by the parties. In the event that Tenant fails to perform its obligations under this Section, time being of the essence, the then unexercised options to extend shall be deemed not to have been exercised, and shall automatically terminate upon failure of Tenant to exercise by the Exercise Date.

6. **SECURITY DEPOSIT:** Tenant agrees and hereby does deposit with Landlord the security deposit in the amount of **five thousand dollars (\$5,000.00)** in order to secure and assure the full performance of Tenant’s obligations and covenants hereunder. Landlord shall return the security deposit to Tenant, without interest, at the termination of this Lease, if Tenant has

complied with all of the terms of this Lease at the time of termination; otherwise, Landlord may from time to time apply the security deposit to any damages which it incurs as a result of the failure of Tenant to comply with the terms of this Lease. If at any time and from time to time during the term of this Lease Landlord uses or applies any or all of the Security Deposit, Tenant shall within five (5) days from notice of application of same replenish the Security Deposit in full.

7. UTILITIES: Commencing on the Commencement Date, Tenant shall pay, as they become due, all bills for heat, fuel, gas, air conditioning, utilities, water and sewer, electricity, janitorial, trash removal and storage, and all charges for telephone and other communication systems used at and supplied to the leased premises. Landlord shall in no event be liable for any interruption in any services, utilities or other items supplied to the Landlord's Property or the Premises due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said Property, or to any cause beyond Landlord's control. Except as expressly set forth in Section 32, Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord in accordance with this Lease's terms concerning Tenant alterations.

8. USE OF LEASED PREMISES: Without Landlord's prior written consent, which shall not be unreasonably withheld, Tenant shall use the leased premises only for the purpose of a restaurant and bar.

9. COMPLIANCE WITH LAWS and Tenant COVENANTS:

A. In addition to other covenants and agreements of Tenant herein, Tenant covenants and agrees (i) not to injure or deface the leased premises or Landlord's Property; (ii) that no inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises in violation of law; (iii) that Tenant shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building, other than Tenant's Work described elsewhere in this Lease; (iv) that Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks (subject to outdoor seating which may occur and be permitted as provided elsewhere in this Lease) or approaches to said building or any inside or outside windows or doors or common areas; (v) to maintain the strictest standards of cleanliness within the Premises, such that the Premises and any common areas that Tenant has access to shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors (including any odors which shall constitute a nuisance as to other occupants of the Landlord's Property), and Pests (as hereinafter defined); (vi) to have conducted bi-annually, or with such greater frequency as circumstances may require, inspections of the Premises for the presence in, on, under, or within the Premises of any insects, rodents, vermin or other pests (collectively, "Pests"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests, Tenant shall immediately cause the extermination of the same, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during or after the term of the Lease, Pests shall be detected in any portion of the Landlord's Property other than the Premises, and the presence thereof shall be related directly or indirectly to the conduct of Tenant's business upon the Premises, the removal and extermination of such Pests shall be performed at Tenant's expense; (vii) to pay to Landlord, as additional rent, on demand, the entire amount (and not a pro rata share) of any increase in the rate of insurance on the Landlord's Property attributable to the operation of Tenant's restaurant business (as opposed to an office or other non-restaurant retail use) within the Premises; (viii) to store all trash and refuse in sealed containers inside the Premises or within an outside dumpster or similar garbage storage unit to be obtained by Tenant at its own cost and expense (which dumpster or other unit shall be kept in a location as is provided elsewhere in this Lease), and to provide for the prompt and regular removal of any such trash and refuse. Without limitation to the foregoing, Tenant shall at all times keep the sidewalks, delivery areas, common areas within which Tenant has access or delivery rights, stairways and other areas adjacent to the Premises clean and free from Tenant's property, trash and refuse; (ix) to dispose of all grease in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the Premises; (x) to regularly and properly clean any vents and ducts used by the Premises, and to otherwise keep the Landlord's Property and Premises free from accumulation

of grease or oil upon the walls or roof of the Premises, Landlord's Property or adjacent properties, and to clean and restore, at Tenant's sole cost and expense, any surfaces on which any such accumulation does occur; (xi) to, in addition to any other insurance requirements contained herein, maintain with respect to the Premises and Tenant's business thereon dram shop or similar liquor liability insurance under policies having coverage limits of not less than that reasonably required by Landlord from time to time and naming Landlord as an additional insured. Landlord reserves the right to require additional such insurance to be provided by Tenant at Landlord's reasonable discretion.

B. Tenant shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections (including without limitation, historical codes, regulations and/or requirements) affecting Tenant, the leased premises and/or Tenant's use, its improvements, additions and alterations and all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the leased premises, the Landlord's Property, building, its facilities and approaches. Tenant agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in Tenant's use thereof required by law or any public authority as a result of Tenant's use or occupancy of the premises or Tenant's alterations or additions thereto, which alterations, improvements and installations shall be subject to Landlord's consent as provided in this Lease.

10. MAINTENANCE:

A. TENANT'S OBLIGATIONS: Tenant acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as Tenant holds any part of said premises to keep and maintain (including necessary repairs, periodic maintenance and replacements) the leased premises (including without limitation windows, doors and all interior plumbing, heating, cooling, electrical and communications systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Tenant covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed; provided that Tenant shall not be responsible for plate glass window damage that arises from vandalism or damage originating from outside of the Premises. Additionally, as to the Hallway Bathrooms, Tenant shall be responsible for their maintenance and cleanliness and stocking of paper, soap and other bathroom related items, and shall keep them in good, clean and sanitary condition at all times. Tenant's maintenance obligations include also any other maintenance covenants and obligations set forth in this Lease, and, specifically, as to Tenant's obligation to periodically and properly clean vents and ducts set out in section 9 above, Tenant shall have the right upon Landlord's prior written consent to enter upon other portions of the Landlord's Property (including the roof) in order to access stove and cooking cleanouts and ductwork, if any, that are located in other portions of the Landlord's Property. Landlord shall have the right to accompany Tenant or its agents during such cleanings, and to otherwise insure that such efforts do not unreasonably interfere with the operations, use and enjoyment of other occupants in the Landlord's Property.

B. LANDLORD'S OBLIGATIONS: Landlord agrees to (i) maintain and repair the roof, exterior walls and structure, plumbing systems of the Hallway Bathrooms and Building (as opposed to those items and systems located within the Premises, which are Tenant's obligation as set forth above) in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted; and (ii) to replace or repair plate glass window damage that arises from vandalism or damage originating from outside of the Premises, unless such maintenance or repair or replacement is made necessary by fault or neglect of Tenant or the employees, contractors, agents or invitees of Tenant, in which case such maintenance or repair or replacement shall be at the expense of Tenant and Tenant shall pay all costs thereof.

11. ALTERNATIONS-ADDITIONS and SIGNAGE:

A. Tenant shall not make any alterations or additions to the Premises, or permit the making of any holes in, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like in or upon any part of the Landlord's Property other than the Premises without on each occasion obtaining prior written consent of Landlord, which shall not in the case of alterations or additions to the Premises be unreasonably withheld,

provided Tenant shall present to Landlord detailed plans and specifications for such work at the time approval is sought. Tenant shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach or to be placed upon Landlord's title or interest in the building, the leased premises, or any portion thereof.

B. Tenant shall be permitted, subject to the terms of this Lease, to install signage on the exterior of the building. Any of Tenant's signage shall be considered an alteration and shall be subject to Landlord's building standards and Landlord's prior written approval of design, size and location, which shall not be unreasonably withheld. Tenant shall present to Landlord detailed drawings, plans and specifications for such signage, including its design, color and other features of its appearance (e.g., lighting, etc.) at the time approval is sought.

12. ASSIGNMENT-SUBLEASING: Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord which consent may not be unreasonably withheld. The consent by Landlord to an assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. For the purposes of this provision, the sale of a controlling interest of stock or transfer of membership interests of a corporate or limited liability company tenant shall constitute an assignment and shall require the consent of Landlord. It shall be reasonable for Landlord to withhold its consent to an assignment or subleasing to a party or parties that lack in Landlord's reasonable opinion operating experience and financial capacity to continue in good standing the operations and use of the Premises by Tenant. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, and if Tenant is in default, Landlord may collect the rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant and any guarantors of Tenant's obligations shall remain fully liable under this Lease and shall not be released from any of the terms, covenants and conditions hereof or of any guaranty.

13. SUBORDINATION AND QUIET ENJOYMENT: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and Tenant shall concurrent with the execution hereof and otherwise within five (5) days of request by Landlord execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage and which shall contain a non-disturbance agreement in favor of Tenant in form reasonably satisfactory to Tenant. Provided Tenant performs all of its obligations under this Lease, Tenant shall be entitled to the quiet enjoyment of the leased premises; provided Tenant covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. Tenant agrees to execute and deliver within five (5) days after they are requested, such estoppel certificates as are requested by Landlord or Landlord's lender.

14. LANDLORD'S ACCESS: In addition to Landlord's rights during the Pre-Lease Period, Landlord or agents of Landlord may, at all reasonable times during the term of this Lease and upon at least 24 hours prior notice (except in case of emergency), enter the leased premises (i) to examine the leased premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary (provided that as to non-essential maintenance and repairs, Landlord shall endeavor to perform such maintenance and repairs during Tenant's non-business hours and/or in a manner which shall not unreasonably interfere with the business operations of Tenant) and, at Tenant's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerals or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants. Landlord reserves the right at any time to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation during the last year of the term of this Lease. Landlord also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation. Any such signage of Landlord shall be installed in locations that do not obstruct Tenant's approved signage.

15. INDEMNIFICATION: Tenant will defend and, except to the extent caused solely by the negligence or willful conduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the leased premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises and/or Landlord's Property. Tenant shall also pay Landlord's expenses, including reasonable attorney's fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving Tenant), or any document, settlement or other agreements related to this Lease. The provisions of this Section shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of Tenant or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by Tenant or others.

16. TENANT'S LIABILITY INSURANCE: Tenant shall (i) insure Tenant and Landlord, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as Landlord shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, and (iii) shall provide such other insurance as is reasonably required and requested by Landlord (including so-called "dram shop" insurance as is required under this Lease, all such insurance to be in such amounts and with such companies as Landlord shall reasonably require and approve (with proper upward adjustments in amounts of insurance from time to time (no less than every two (2) years during the term hereof) as is considered commercially reasonable by Landlord in light of then-current customary and normal insurance coverage provide in similar circumstances in the Greater Portland market area), with waiver of subrogation if such waiver can be obtained without charge. Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. Tenant shall list Landlord as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

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

18. DEFAULT AND BANKRUPTCY: In the event that:

(a) Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within five (5) days after written notice thereof; or

(b) Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, or if such default through reasonably diligent good faith efforts cannot be corrected within such ten (10) days, then within such additional time (not to exceed 30 days total) as is reasonably required to correct any such default provided further, however, that any unsafe, unsanitary or emergency condition shall be remedied immediately; or

(c) The leasehold hereby created shall be taken on execution, or by other process of law; or (d) Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord shall be entitled to all remedies available to Landlord at law and equity including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to Tenant, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding termination of this Lease and/or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately pay to Landlord all amounts previously owing to Landlord under this Lease and shall pay to Landlord as damages, at the election of Landlord, either (i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, if any, of (a) the aggregate of the Base Rent which would have been payable by Tenant for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the expiration date, had this Lease not so terminated or had Landlord not so re-entered the premises, minus (b) the aggregate rental value of the premises for the same period after considering reasonable projections of vacancy rates and costs of leasing and making the premises acceptable to new tenants, or (ii) sums equal to the Base Rent payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the premises, payable upon the due date therefor specified herein following such termination or such re-entry and until the expiration date, provided, however, that if Landlord shall re-let the premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the premises and in securing possession thereof, including reasonable attorneys' fees, as well as the reasonable expenses of re-letting, including altering and preparing the premises for new tenants, reasonable brokers' commissions, and all other reasonable expenses properly chargeable against the premises and the rental thereof; it being understood that any such re-letting may be for a period shorter or longer than the remaining term of this Lease; but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, or shall Tenant be entitled in any suit for the collection of damages pursuant to this clause (i) to a credit in respect of any net rents from a re-letting, except to the extent that such net rents are actually received by Landlord. If the premises or any part thereof be re-let by Landlord for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be presumed the fair and reasonable rental value for the premises, or part thereof, so re-let during the term of the re-letting. Additionally, Tenant agrees to pay on demand in addition to all rent, or in the event of termination of this Lease, then in addition to damages provided above, (1) all of Landlord expenses including reasonable attorney's fees incurred in enforcing any of the obligations of Tenant under this Lease, or in evicting Tenant or in successfully collecting any amount due hereunder or in exercising any rights or remedy under this Lease or in Landlord consenting to any action or Tenant for which the Lease requires Landlord's consent; and (ii) all late charges on all amounts of Base Rent, additional rent and/or damages and other charges not paid of when due hereunder, and (iii) all expenses arising out of any termination of this Lease, and all expenses of Landlord in attempting to re-lease the premises or parts thereof including reasonable advertising, attorneys and brokerage fees, and reasonable cleaning and remodeling expenses. Landlord agrees to use commercially reasonable efforts to mitigate damages for Tenant's breach of this Lease.

In addition, if Tenant shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable grace and cure periods provided above, Landlord may, at its option, without waiving any claims for default, at any time thereafter cure such default for the account of Tenant, and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, subject to any good faith dispute relating to the reasonableness of the amount of, or the necessity for, any such expenditure; provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said cure period but after notice to Tenant, if it is necessary to protect the Landlord's Property, or its interest therein, or to prevent injury or damage to persons or property.

The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative remedies. The existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity. Exercise of any one such remedy shall not be deemed a waiver of such other remedies as may be available.

19. NOTICE: Any notice from Landlord to Tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to Tenant, or upon mailing to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant. Any notice from Tenant to Landlord relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at Landlord's address set forth in Article 1, or at such other address as Landlord may from time to time advise in writing.

20. SURRENDER: Tenant shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first removing all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable free of debris, detritus, trash, and any property that Tenant is allowed to or obliged to remove. Tenant shall not be permitted to remove any other property or installations without the written permission of Landlord.

21. HAZARDOUS MATERIALS: Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") that Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste in violation of law; (iii) that Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the leased premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local or those which are otherwise dangerous to human, animal or plant health.

22. LIMITATION OF LIABILITY: Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord or any of Landlord's partners, managers, or owners, it being agreed that Landlord and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord and any other such party. Under no circumstances shall Landlord ever be liable for lost profits and/or indirect or consequential damages.

23. LANDLORD DEFAULT: Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional

time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies Tenant that such holder has taken over Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to Landlord for satisfaction of such claim.

24. WAIVER OF RIGHTS: No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

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

26. HOLDOVER: If Tenant fails to vacate the leased premises at the termination of this Lease, such failure shall be an immediate default under this Lease with no notice or cure period applicable, and such holdover shall be subject to the terms of this Lease during said holdover period, except for base rent, which shall be automatically increased to two times the then-current base rent for the period just preceding such termination and except for the term, which shall be a term that runs only for the period of holdover and which shall not require notice or other action for termination, the Tenant being no more than a tenant at sufferance during such period of holdover; but this provision shall not be interpreted as consent or permission by Landlord for Tenant to hold over at the termination of this Lease and the terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the leased premises at the termination of this Lease.

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

28. MISCELLANEOUS: If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Landlord and Tenant agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

29. **BROKERAGE:** Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than NAI The Dunham Group (“**Landlord’s Broker**”). Tenant agrees in the event of any brokerage claims against Landlord by any broker that Tenant has had dealings with related to this Lease other than Landlord’s Broker, Tenant agrees to defend and indemnify Landlord against any such claim. Landlord warrants and represents to Tenant that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Landlord’s Broker, and Landlord agrees to pay Landlord’s Broker any commission due to Landlord’s Broker in accordance with separate arrangements it has with Landlord’s Broker, and in the event of any brokerage claims against Tenant by Landlord’s Broker, Landlord agrees to defend and indemnify Tenant against any such claim.

30. **CONDOMINIUM:** Tenant acknowledges that Landlord may submit the leased premises and the Landlord’s Property to a condominium regime at some time during the term of the Lease, and that this process may include the recording of a condominium declaration, creation of plats and plans for the floors of the leased premises and the building and filing of related applications for permits and approvals. Tenant agrees, at no cost to Tenant, to reasonably cooperate in the foregoing and consents to the filing and recording of such documents, provided that this Lease’s terms shall control the relationship between Landlord and Tenant notwithstanding the filing and recording of such documents.

31. **TENANT’S WORK.** Tenant shall obtain all permits, licenses and approvals related to its operations and shall perform all work necessary to make the Premises ready to open for business in accordance with this Lease, Landlord having no obligation to perform any construction, fit up, modification or alteration to the Premises or Landlord’s Property, other than as may be specifically set forth herein. Specifically, Tenant’s Work shall include without limitation and Tenant shall be obligated (except as set forth below) to perform and complete the following:

1. Design and conduct all renovation work and installations in the Premises necessary for Tenant’s intended use and operations not specifically described below.
2. Tenant shall relocate/reconfigure (in a configuration and location approved in writing by Landlord) the common entrance hallway demising wall, which work shall include all construction and finish of all walls and structures necessary to create a finished hallway (to a “vanilla shell” finish) in the common area of the first floor of the building from the Federal Street entrance to the elevator bank, with a separate door and entrance to the restaurant space. **Upon satisfactory completion of this relocation/reconfiguration wall work, Landlord shall provide Tenant with a One Thousand Five Hundred Dollar (\$1,500.00) rent credit.**
3. Design and installation of a kitchen hood and all venting related to Tenant’s restaurant operations and cooking apparatus. Such equipment and installations shall be of commercial grade. Venting is intended to run from the restaurant space up through the building’s four floors via the mechanical stack alongside the elevator shaft.
4. Installation of a grease trap in line with plumbing in the basement of the Premises.
5. Secure adequate dumpster space for Tenant’s use.
6. **OPTIONAL:** Install small awnings above pane windows.
7. **OPTIONAL:** Install small (approx 4" dia) exhaust vent for bread above a door on the Federal Street side of building.

No Tenant’s Work shall be commenced until Landlord has received and reviewed reasonably detailed plans and specifications for Tenant’s Work and provided Tenant with written approval thereof, such approval not to be unreasonably withheld, but which may be conditioned on among other things historic commission approval of the work and design thereof, as applicable, and Tenant’s providing reasonably satisfactory assurance of protection from liens related to any and all Tenant’s Work. All Tenant Work is to be performed at Tenant’s sole cost and expense. Tenant’s Work shall be performed pursuant to the terms of the Lease, in a good and workmanlike manner and in compliance with all applicable laws, codes, ordinances, and regulations. Tenant shall not allow any mechanics’ liens arising from such work to encumber the real property of which the Leased Premises is a part and shall promptly discharge any such liens that do so arise.

Tenant and Landlord shall cause their respective contractors to reasonably cooperate in accommodating the other's work in the Premises.

Tenant is solely responsible for the preparing and processing of all paperwork, applications, plans and other materials required or related to its efforts related to the opening of Tenant's business, conduct of operations and/or Tenant's Work, and Landlord makes no representation or warranties whatsoever as to the likelihood of success of Tenant's efforts and processes, the suitability of the Premises for Tenant's operations or their profitability.

32. LANDLORD'S WORK and ASSISTANCE.

A. "Landlord's Work" shall consist only of:

1. Installation at Landlord's cost and expense of an adequate HVAC system serving the Premises, including distribution via exposed metal spiral ducts to the entire Premises. Landlord shall consult with Tenant on the location and configuration of such distribution ductwork.

Landlord shall have no obligation to perform Landlord's Work until after the Pre-Lease Period and provided Tenant is not in default of this Lease.

B. Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, on the following: Tenant obtaining permits and approvals related Tenant's Work and Tenant's use of the Premises as a restaurant. All costs, including reasonable attorney's fees, incurred by Landlord related to any of the foregoing cooperation or otherwise incurred by Landlord related to Tenant's process of seeking approval and permits for any of Tenant's Work or other efforts related to the opening of Tenant's business shall be promptly reimbursed to Landlord by Tenant, and the failure of Tenant to reimburse Landlord within ten (10) days of invoicing by Landlord shall be a default under this Lease and shall entitled Landlord, in addition to its other rights and remedies to cease its cooperation in Tenant's processes and efforts.

33. **SPECIAL TERMINATION RIGHT.** The Tenant shall have a one-time right to terminate this Lease in the event Tenant is unable to obtain all necessary licenses, permits and approvals for its use of the Premises as a restaurant and bar, including without limitation permission and documentation satisfactory to Tenant as to location and/or use of dumpster and trash disposal facilities (the "**Permits and Approvals**"). Tenant shall use its reasonable and diligent efforts to promptly apply for and pursue the Permits and Approvals. In the event that (i) Tenant shall not have obtained its Permits and Approvals or (ii) Tenant is prevented from obtaining an occupancy permit for operations of a restaurant and bar in the Premises due to events beyond the reasonable control of Tenant within sixty (60) days of full Lease execution ("**Tenant's Termination Period**"), Tenant may terminate this Lease by furnishing notice in writing to Landlord at the address first provided above (the "**Permit Termination Notice**"). Upon a proper and timely termination by Tenant, this Lease shall terminate and neither party shall be under any further obligation hereunder, other than obligations that expressly survive termination (including the obligations of Tenant under Section 20), and Landlord shall retain the full Security Deposit (\$5,000.00) as consideration for the extension of this special termination right. If Tenant does not timely terminate this Lease in accordance with this Section of the Lease, then (i) this right to terminate shall automatically terminate and Tenant shall be deemed to have waived its right to terminate at the end of the Tenant's Termination Period, and (ii) this Lease shall continue in full force and effect.

34. **GUARANTIES.** If the Tenant is not an individual, the obligations of Tenant under this Lease are to be guarantied by the principal of Tenant, Harding Lee Smith. Such guaranty shall be evidenced by a guaranty in the form attached as **Exhibit B**, which is made a part hereof and this Lease's effectiveness shall at the option of Landlord be conditioned upon the delivery of such Guaranty. Landlord may waive this requirement and condition in writing.

[Remainder of page blank; signature page(s) follow]

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 12 day of March, 2008.

Tenant:

Sunshine Ave, LLC

Legal Name of Tenant

[Signature] 12/12/08

Signature

DATE

Harold Smith, owner

Name/Title

[Signature]

Witness

Landlord:

OneTen Company, LLC,

Legal Name of Landlord

[Signature]

Signature

DATE

Justin O'Reilly

Name/Title

[Signature]

Witness



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

January 7 20 07

Received from Theresa Smith

Location of Work 110 Exchange

Cost of Construction \$ _____ Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: _____

Building (IL) Plumbing (IS) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 032-H-001

Check #: 5 Total Collected \$ 30⁰⁰

No work is to be started until permit issued.

If permit is Withdrawn or Denied, amount of the Refund is based on \$20.00 or 20% of the fee, (whichever is greater)

In order to receive a refund, you MUST present the Original Receipt.

Taken by: Donovan

WHITE - Applicant's Copy

YELLOW - Office Copy

PINK - Permit Copy