



08/29/2018

SUBLEASE

THIS SUBLEASE is made and entered into by and between **11 Temple MHR LLC**, a Maine limited liability company, with a place of business in Portland, Cumberland County, Maine, hereinafter called the “Landlord,” and **High Roller Lobster LLC**, a Maine limited liability company, with a place of business in Portland, Cumberland County, Maine, hereinafter called the “Tenant.” It is acknowledged by Landlord and Tenant that Landlord is the tenant under a certain lease agreement with the City of Portland dated as of March 18, 1983, as the same has been, or may further be, amended (the “Prime Lease”), for the building containing the herein described Premises.

Subject to the Prime Lease and so long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord

1. Premises

A. The Landlord hereby subleases to Tenant and Tenant hereby subleases from the Landlord a portion of real property consisting of approximately 1,026 square feet of land located behind that certain building known as the Temple Street Parking Garage on Temple Street in Portland, Maine, which land is more particularly depicted and shown as the red hashed area on Exhibit A1 attached hereto and made a part hereof (the “Premises”).

B. In addition to the Premises, Tenant shall have the non-exclusive right to cross, by means of foot only, the portion of land extending from the Premises to the ramps from Exchange Street for purposes of emergency egress and rolling trash and recycling carts to said Exchange Street for pick-up, which portion of land is depicted and shown as the green line on said Exhibit A1, it being the intent hereof that any vehicular rights of access to such land and the use of such land by Tenant's invitees as means of ingress and egress to and from the Premises are strictly prohibited. Notwithstanding the foregoing or anything else to the contrary herein, under no circumstances shall Tenant's use of the Premises (or its additional rights hereunder) interfere with Landlord's snow removal from said Temple Street Parking Garage.

2. Term

The term shall be for a period of three (3) years, commencing on May 1, 2018 (the “Commencement Date”) and terminating on April 30, 2021.

3. Condition of Premises

Tenant has inspected the Premises and by the execution of this Sublease accepts the Premises in its current “as is, where is” condition.



08/29/2018

4. Rent

A. Commencing on the Commencement Date, Tenant shall pay the Landlord rent in the amount of \$3,500.00 per annum, payable in advance in equal monthly installments of \$291.67 on the first (1st) day of each month.

B. Commencing on the first (1st) anniversary of the Commencement Date, Tenant shall pay the Landlord rent in the amount of \$3,605.00 per annum, payable in advance in equal monthly installments of \$300.42 on the first (1st) day of each month.

C. Commencing on the second (2nd) anniversary of the Commencement Date, Tenant shall pay the Landlord rent in the amount of \$3,713.15 per annum, payable in advance in equal monthly installments of \$309.43 on the first (1st) day of each month.

All payments shall be made to Landlord or to such agent and at such place as Landlord shall from time to time designate in writing, the following being now so designated: 11 Temple MHR LLC, c/o MHR Management LLC, P.O. Box 7488, Portland, ME 04112-7488.

5. Security Deposit

Upon the execution of this Sublease, Tenant agrees to pay to Landlord the sum of \$583.44, which may be held by Landlord throughout the term of this Sublease, without interest, as a security deposit for the faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of such security deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof. At the end of the term of this Sublease, if Tenant is not then in default, said security deposit shall be refunded to Tenant.

6. Use of the Premises

Tenant agrees to use and occupy the Premises as an outdoor seating area for its restaurant business which is to be operated out of the building adjacent to the Premises (which use shall be permitted only from May 1 through September 15 of each calendar year), and for the storage of trash and recyclables on the Premises subject to the terms and conditions of this Section 6 (which use shall be permitted year-round), and for emergency egress and the rolling of trash and recycling carts to Exchange Street for pick-up as more particularly set forth in Section 1.B., and for no other purpose without the written consent of Landlord, and Tenant further agrees not to use the Premises for any purposes deemed hazardous or not covered by insurance in force, without written consent of the Landlord. Tenant agrees to indemnify Landlord and be responsible for any and all costs or claims associated with the storage, use or disposal of any hazardous substances or hazardous waste. Tenant shall store all trash and recyclables in sealed containers to be obtained by Tenant at its own cost and expense and shall remove all trash and recyclables from the Premises on a schedule frequent enough to prevent objectionable odors on the Premises and to prevent pests (including, insects, rodents and other vermin) from entering or being attracted to the Premises. Tenant agrees to clean the Premises on a regular basis and remove any and all sources of pests from the Premises as soon as commercially practicable. If pests are discovered on the Premises, Tenant shall promptly contract with a pest control agent



08/29/2018

reasonably acceptable to Landlord to eliminate or control the pest infestation at the Premises at Tenant's sole cost and expense. Tenant shall maintain all storage receptacles in compliance with all applicable health department codes and other applicable rules and regulations.

If Tenant wishes to serve alcoholic beverages for consumption on the Premises in connection with the operation of Tenant's business, Tenant shall obtain all permits and approvals reasonable and necessary the same at Tenant's sole cost and expense. The sale or consumption of alcoholic beverages on the Premises without first obtaining such permits and approvals is strictly prohibited. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to obtain such permits and approvals; provided, however, that Landlord shall not be responsible for any costs or expenses related thereto.

7. Repairs and Return of Premises to Landlord

Tenant, during the term of this Sublease, shall, at its expense, make all repairs that shall be reasonably necessary to keep the Premises in good condition and repair, normal wear and tear excepted.

Tenant agrees, at the expiration of this Sublease, or upon the earlier termination thereof, to quit and surrender the Premises in good condition and repair, normal wear and term excepted.

8. Assignment and Subletting

Tenant shall not assign this Sublease or any interest therein nor let or underlet the Premises or any part thereof or any right or privilege appurtenant thereon, nor permit the occupancy or use of any part thereof by any other person without the prior written consent of Landlord first being obtained.

9. Default

A. Rent. This Sublease is made upon the express condition that if Tenant fails to pay the rent reserved hereunder or any part thereof when due, or within five (5) days thereafter, or if Tenant fails or neglects to perform any of its other obligations hereunder within thirty (30) days of written notification from Landlord, then Landlord at any time thereafter, by written notice to Tenant, may declare the termination of this Sublease and by due process of law, expel, remove, and put Tenant or any person or persons occupying the Premises and have all remedies provided at law. Tenant hereby agrees to surrender and deliver up the Premises and property peaceably to Landlord immediately upon the termination of this Sublease.

B. Non-waiver of Default. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rent so accepted and the waiver of any breach of covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.



08/29/2018

C. Attorneys' Fees. In the event Tenant defaults in any manner pursuant to the terms of this Sublease, it agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Landlord in enforcing the terms of this Sublease.

10. Indemnity and Insurance

A. Tenant agrees to indemnify, protect, and hold Landlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons or property occurring or arising on or about the Premises, during the term of this Sublease, which liabilities, losses or damages arise as a result of Tenant's use, misuse or occupation of the Premises by any party thereof, except to the extent that said liabilities, losses, or damages are the result of negligence of Landlord, its agents or employees.

B. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance on the Premises, under which Landlord, MHR Management LLC, the City of Portland and Tenant are named as insureds, in a minimum amount of Two Million Dollars (\$1,000,000.00) comprehensive general liability policy for injury or death to any one person or for damage to persons or property and to provide evidence of insurance to Landlord.

C. In no event shall Landlord be responsible to Tenant for any loss of or damage to personal property of Tenant kept on or about the Premises.

D. Landlord shall not be liable for injury or damage to any personal property occurring within the Premises.

E. Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

11. Permits and Taxes

Tenant shall be responsible, at its sole cost and expense, for obtaining any and all permits and approvals necessary for the operation of its business on the Premises, including, without limitation, all permits and approvals for the sale and consumption of alcoholic beverages on the Premises and the construction of any Tenant improvements on the Premises. Tenant shall be responsible, at its sole cost and expense, for any personal property taxes assessed against Tenant's personal property located on the Premises.

12. Entry and Inspection

Tenant shall permit the Landlord or his agents to enter the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, when no notice shall be required) for any of the following purposes: to inspect the Premises; to maintain the Premises; to



08/29/2018

make such repairs as Landlord is obligated and/or may elect to make; and to exhibit the Premises to prospective tenants or purchasers.

13. Destruction of Premises

In the event of total destruction of the Premises or in the event of partial destruction of the Premises so that the Tenant is unable to conduct business, the rent shall be apportioned at the time of damage. In all cases where the Premises are damaged by fire or other casualty, Landlord shall repair the damage with reasonable promptness. If Landlord is unable to repair any damage which renders the Premises untenable so the Tenant is unable to carry on its business within ninety (90) days of the damage, then Tenant or Landlord may terminate this Sublease by written notice to the other party.

14. Alterations

Tenant shall have the right, at its sole cost and expense, to make certain alterations, additions or improvements to the Premises, provided, however, that, prior to commencing such work, Tenant shall submit plans for its proposed work to Landlord for its review and approval, which approval may be withheld by Landlord in its sole and absolute discretion. Tenant agrees to keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant.

15. Condemnation

If the Premises or part of the Premises shall be taken or condemned by a competent authority for any public use or purpose, then Tenant shall have the option of terminating this Sublease. Any unearned rent shall be refunded to Tenant. In any such proceeding whereby all or part of the Premises is taken, whether or not Tenant elects to terminate this Sublease, each party shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

16. Abandonment

Tenant agrees not to vacate or abandon the Premises at any time during the term of this Sublease. Such abandonment shall be a breach of this Sublease and in addition to any other rights Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Premises and store the same at the expense to Tenant and dispose of the same pursuant to applicable Maine law.

17. Laws and Regulations

Tenant shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments, which may be applicable to the Premises, as well as with the requirements of the Board of Fire Underwriters concerning the Premises. Cost of compliance shall be that of Tenant at all times during the term of this Sublease.



08/29/2018

18. Relationship of the Parties

It is understood and agreed that the relationship of the parties is strictly that of the Landlord and Tenant and that Landlord has no ownership in Tenant's enterprises and that this Sublease shall not be construed as a joint venture or partnership.

19. Fixtures

Tenant may, at any time during the continuation of the term of this Sublease, or on the termination of the term hereof or of any renewal hereof, remove from the Premises all fixtures (if any) and other equipment which it has installed at its expense or otherwise acquired. Tenant agrees to return Premises to its prior state, reasonable wear and tear excepted, and to repair any damage which may be done to the Premises resulting from the removal of such fixtures or equipment.

20. Holding Over

In the event that Tenant remains in possession of the Premises after the expiration of this Sublease and without the execution of a new lease or without any renewal thereof, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance, subject to all conditions, provisions and obligations of this Sublease insofar as the same is applicable to a tenancy at sufferance, except rent, which shall then be adjusted to Eight Hundred Dollars (\$800.00) per month.

21. Lease Superior or Subordinate to Mortgage

It is agreed that the rights and interest of Tenant under this Sublease shall be subject and subordinate to any mortgages that may hereafter be placed upon property owned by Landlord or the City of Landlord as the prime landlord (the "Prime Landlord") under the Prime Lease, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements and extensions thereof, if the mortgage or trustee named in such mortgage or deed of trust shall agree to recognize Tenant's rights under this Sublease in the event of foreclosure if the Tenant is not in default hereunder. In the event of such agreement, upon notification by such mortgage or trustee to Tenant to that effect, the rights and interest of Tenant under this Sublease shall be deemed to be subordinate to the lien of said mortgage or deed of trust, whether this Sublease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall promptly execute and deliver whatever instruments may be required for such purposes.

22. Provisions Regarding Sublease

This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights



08/29/2018

and obligations in this Sublease. Accordingly, in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section 22.

B. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease. Notwithstanding the foregoing, the parties contemplate that Prime Landlord shall, in fact, perform its obligations under the Prime Lease and in the event of any default or failure of such performance by Prime Landlord, Landlord agrees that it will, upon notice from Tenant, make demand upon Prime Landlord to perform its obligations under the Prime Lease and, provided that Tenant specifically agrees to pay all costs and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Prime Lease.

23. Miscellaneous

A. The paragraph captions in this Sublease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

B. Time is of the essence of this Sublease and/or all provisions hereof, except with respect to the delivery of possession of the Premises at the commencement of the term hereof.

C. This Sublease shall be construed and enforced in accordance with the laws of the State of Maine.

D. The Landlord and the Tenant may execute a Memorandum of Lease for the purpose of recording.



08/29/2018

E. Notice to be given according to the terms of this Sublease shall be in writing, deposited in the U.S. mail, certified, with postage prepaid and addressed to the parties as follows:

To the Landlord:

11 Temple MHR LLC
c/o The Haughey Company
1660 Soldiers Field Road
Boston, MA 02135

To the Tenant:

High Roller LLC
c/o Peter Bissell
104 Exchange Street
Portland, ME 04101

24. Successors

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Sublease on the 3rd day of MAY, 2018.

LANDLORD

11 TEMPLE MHR LLC
By: P3 Management LLC

By: Philip C. Haughey, Jr. *Manager*
Philip C. Haughey, Jr.
its Manager

[Signature]
Name

TENANT

HIGH ROLLER LLC

By: *[Signature]*
Peter Bissell
Its: OWNER

[Signature]
Witness



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

08/29/2018

Daniel Hanson II
Witness

Daniel Hanson II
Witness

By: Andrew Gerry
Andrew Gerry
Its: OWNER

By: Baxter Key
Baxter Key
Its: owner



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

08/29/2018

EXHIBIT A

[See Attached Plan Showing the Premises]



Exhibit A 1

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

08/29/2018

CODE ANALYSIS
CONSTRUCTION TYPE 3B, UN-SPRINKLERED

OCCUPANCY TYPE: A-2
CONSTRUCTION TYPE 3B
SQUARE FOOTAGE:
INTERIOR - 1,930 S.F.
EXTERIOR - 1,776 S.F.

A-2:
INTERIOR BY SEATING - 85 OCCUPANTS (EXISTING SEATING LAYOUT FROM PREVIOUS OWNER)
EXTERIOR - 646 S.F. + 650 S.F. = 1,296 S.F./15 = 86 OCCUPANTS
TOTAL = 151 OCCUPANTS (76 MEN, 75 WOMEN)

UNIFORM PLUMBING CODE:
MEN - 2 TOILETS, 1 URINAL, 1 LAV
WOMEN - 2 TOILETS, 1 LAV

IBC 2015 IBC 2015 2002.1
MEN - 1 TOILET, 1 URINAL, 1 LAV
WOMEN - 1 TOILET, 1 LAV

ADA 2010 states that Accessible means of Egress shall comply with IBC 2003, Section 1007.

The State of Maine has adopted IBC 2015. IBC 2015 Section 1009, Accessible Means of Egress, contains the same provisions as IBC 2003, but is more detailed and specific, and is therefore the more restrictive code, and is the code we will comply with.

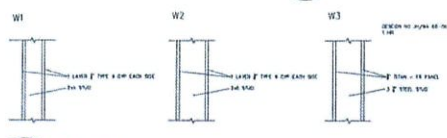
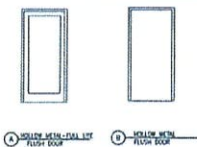
IBC 2015, Section 1009, Accessible Means of Egress:

Where more than one means of egress is required from any accessible space, each accessible space shall be served by not less than two accessible means of egress. [1009.1]
The restaurant requires two means of egress, therefore two accessible means of egress are required.
The exit at front door discharges directly outside at the level of the public way. The rear exit discharges to an outside space that is 4 steps below the level of the public way. This outside space can be used as an Exterior Area for Assisted Rescue. An Exterior Area for Assisted Rescue is allowed to be a component in an Accessible Means of Egress leading to a Public Way [1009.2.10, Components and Components of an Accessible Means of Egress].
The Exterior Area for Assisted Rescue will meet the requirements of 617.1009.7.1, Separation 1009.7.2, Openness 1009.7.3, & Stairways 1009.7.4

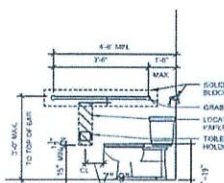
DOOR SCHEDULE						
DOORS						
MARK	TYPE	SIZE	F.R.	HARDWARE SET	MAT.	REMARKS
101	A	7'-0" x 7'-0"	1-1/8"	PUSH/PULL CLOSER	1/4"	EXIT LOCKSET, VISION PANEL
102	B	2'-0" x 7'-0"		STOREROOM LOCK	1/4"	
103	B	2'-0" x 7'-0"		PRIVACY SET	1/4"	
104	B	3'-0" x 7'-0"		PRIVACY SET	1/4"	



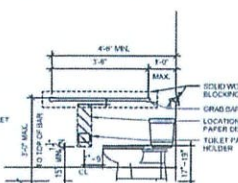
2 ADA BAR SECTION
A1.01 1/2" = 1'-0"



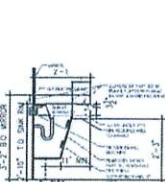
3 WALL TYPES
A1.01 1" = 1'-0"



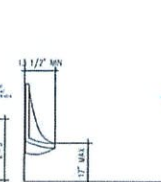
ADA WC SIDE WALL ELEVATION



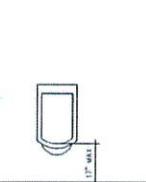
ADA WC SIDE WALL ELEVATION



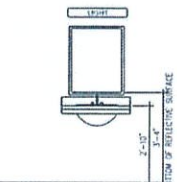
ADA LAV SECTION



ADA URINAL SECTION

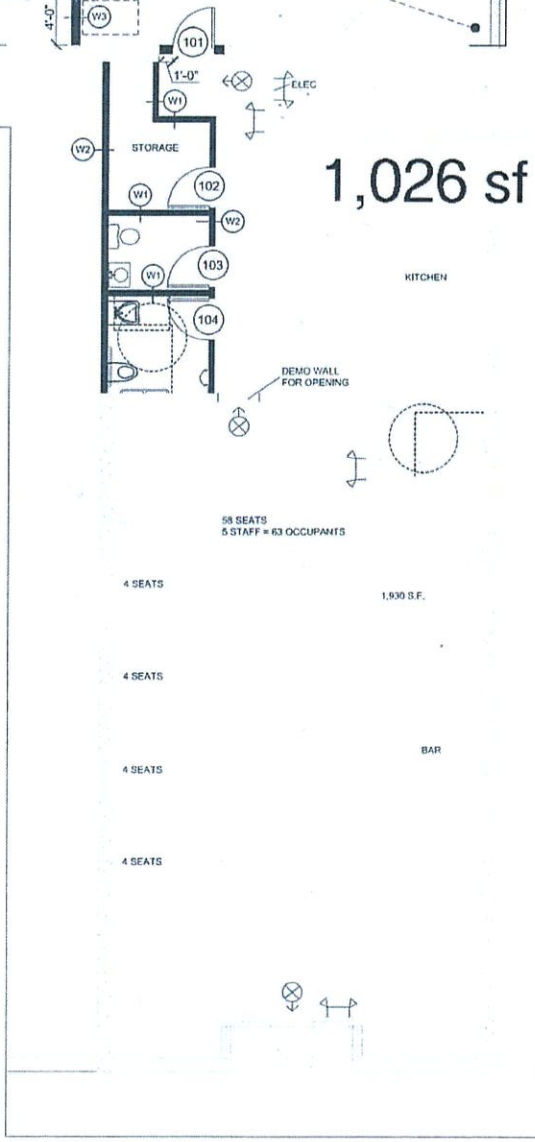


ADA URINAL FRONT ELEVATION



ADA LAV FRONT ELEVATION

4 ADA FIXTURE REQUIREMENTS
A1.01 1/2" = 1'-0"



1,026 sf

58 SEATS
5 STAFF = 63 OCCUPANTS

1,900 S.F.

1 FLOOR PLAN
A1.01 1/4" = 1'-0"

A1.01	Draw: 3-12-18	Scale: AS NOTED	Revisions: 07	Project: HIGHROLLER LOBSTER CO	Architect: ARCHETYPE	Consultant:	Prepared For:
	FLOOR & COURTYARD PLAN		SUBMITTED FOR PERMIT	101 EXCHANGE ST. PORTLAND ME	48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056		



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

08/29/2018



028 E001 44,262Sq. Ft.

262Sq. Ft.

56,874Sq. Ft.

3,152Sq. Ft. 3,152Sq. Ft.
032 D001

4,386Sq. Ft. 4,386Sq. Ft.
032 D002

3,378Sq. Ft. 3,378Sq. Ft.
032 D003

6,238Sq. Ft. 6,238Sq. Ft.
032 D004

2,717Sq. Ft. 2,717Sq. Ft.
032 H001

2,085Sq. Ft. 2,085Sq. Ft.
032 H002

5,104Sq. Ft. 5,104Sq. Ft.
032 H003

2,142Sq. Ft. 2,142Sq. Ft.
032 H006

2,907Sq. Ft. 2,907Sq. Ft.
032 H007

4,897Sq. Ft. 4,897Sq. Ft.
032 H008

032 H004

57,569Sq. Ft.

57,569Sq. Ft.

13,10