Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/02/15

LEASE FOR PREMISES AT 25 TEMPLE STREET

PORTLAND, MAINE

BETWEEN

11 TEMPLE MHR LLC, a Maine limited liability company

AS LANDLORD

AND

PORTLAND HOUSE OF MUSIC AND EVENTS, LLC, a Maine limited liability company

AS TENANT

Dated as of February 23, 2015

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LEASE dated February 23, 2015, by and between 11 TEMPLE MHR LLC limited liability company, as landlord (hereinafter referred to as "Landlord"), and HOUSE OF MUSIC AND EVENTS, LLC, a Maine limited liability company wit 25 Temple Street, Portland, Maine 04101 (hereinafter referred to as "Tenant").

1. Demised Premises:

In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term herein set forth, the first floor retail space (hereinafter referred to as the "Demised Premises") in a building (the "Building") situated at 25 Temple Street in the Temple Street Parking Garage in Portland, Maine as further depicted on Exhibit A attached hereto and incorporated herein. The Demised Premises are deemed to contain 2,733 square feet of rentable floor area, together with rights to the non-exclusive use, in common with the other tenant(s) of the Building, of the Building's walkways servicing the Demised Premises. In addition, Tenant shall have the right to use a portion of the sidewalk area immediately adjacent to the Building for outdoor seating, to be utilized by Tenant and its customers, provided that: (A) Tenant obtains, at its sole cost and expense, all requisite permits and approvals from the City of Portland for use of such sidewalk area; (B) Landlord reviews and approves in writing Tenant's specific plans and specifications for such use prior to installing any outdoor seating; and (C) Tenant's use of such sidewalk area at all times complies with the remaining terms of this Lease and all local, state and federal laws, rules, ordinances and regulations.

2. Term:

(A) The original term of this Lease (the "Original Term") shall be for a period of approximately ten (10) years and four (4) months, as set forth below.

(B) The Original Term shall commence upon the date of February 23, 2015. Such date shall hereinafter be referred to as "Commencement Date."

(C) The Original Term shall expire on the date of May 30, 2025.

(D) Subject to the terms and conditions in this Section 2(D), Tenant shall have the option to extend the term of this Lease for one (1) consecutive five (5) year option term (the "Extension Term") commencing on the expiration of the Original Term, upon all the terms and conditions of this Lease, except for this provision relating to the extension of the term. Tenant may exercise its option to extend only if Tenant: (1) is not then in default in performance or observance of any term or condition of this Lease; and (2) is occupying the entire Demised Premises subject to this Lease; and (3) has neither sublet nor assigned any interest in this Lease or in the Demised Premises to any party other than pursuant to Section 17 below. Tenant may exercise its said option only by delivering written notice of its intent to extend the term hereof to Landlord at least nine (9) months in advance

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of the expiration of the Original Term, but no more than tw months prior to the expiration of the Original Term, failing option shall utterly expire, time being of the essence.

The Base Rent (as such term is defined below) for the first Extension Term shall equal the Prevailing Market Rate (as such term is defined below) for the Demised Premises, as determined on the date Landlord receives notice of Tenant's exercise of its option to renew this Lease for the Extension Term as set forth in this Section 2(D) (the "Renewal Notice"), provided, however, that in no event shall the Base Rent payable for said first year of the Extension Term be less than the Base Rent payable during the last year of the Original Term. Such Prevailing Market Rate of Base Rent shall then increase by three percent (3%) annually for each year of the Extension Term. Tenant shall pay additional rent under Section 3(C) during the Extension Term in accordance with the terms and conditions of the Lease.

Within fifteen (15) days after receipt of Tenant's Renewal Notice, Landlord shall advise Tenant of the applicable Base Rent for the first year of the Extension Term. Tenant, within fifteen (15) days after the date on which Landlord advises Tenant of the applicable Base Rent for the first year of the Extension Term, shall either (i) give Landlord final binding written notice ("Binding Notice") of Tenant's exercise of its option to extend, or (ii) if Tenant disagrees with Landlord's determination, provide Landlord with written notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within such fifteen (15) day period, Tenant's option to extend the term of this Lease shall be null and void and of no further force and effect. If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall enter into an amendment to this Lease upon the terms and conditions set forth herein (the "Renewal Amendment"). If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall work together in good faith to agree upon the Prevailing Market Rate of Base Rent for the Demised Premises for the first year of the Extension Term. Upon agreement, Tenant shall provide Landlord with Binding Notice and Landlord and Tenant shall enter into the Renewal Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Landlord and Tenant are unable to agree upon the Prevailing Market Rate of Base Rent for the first year of the Extension Term within fifteen (15) days after the date on which Tenant provides Landlord with a Rejection Notice (the "Outside Agreement Date"), then each party shall make a separate determination of the Prevailing Market Rate of said Base Rent within five (5) days after the Outside Agreement Date, and such determination shall be submitted to arbitration in accordance with the following:

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1. Landlord and Tenant shall each appoint one real est shall have been active over the fifteen (15) year period, end of such appointment, in the leasing of office space in the G Maine market. The brokers will seek to agree on whether I Tenant's submitted Prevailing Market Rate of Base Rent fo of the Extension Term is closer to the actual Prevailing Market Rate o Base Rent, taking into account the requirements set forth in this Section 2(D). Each such broker shall be appointed within fifteen (15) days after applicable Outside Agreement Date. To the extent such brokers require a fee or any other payment for rendering the services set forth in this Section 2(D), Landlord will pay such fee or other payment to Landlord's appointed broker and Tenant shall pay such fee or other payment to Tenant's appointed broker.

2. If either Landlord or Tenant fails to appoint a broker within fifteen (15) days after the applicable Outside Agreement Date, the broker appointed by the other party shall reach a decision as to the Prevailing Market Rate of Base Rent for the first year of the Extension Term, notify Landlord and Tenant thereof, and such broker's decision shall be binding upon Landlord and Tenant.

3. If the brokers so appointed cannot agree, within ten (10) days after the date of the appointment of the last appointed broker, upon whether Landlord's or Tenant's submitted Prevailing Market rate of Base Rent for the first year of the Extension Term is closer to the actual Prevailing Market Rate of said Base Rent, then the Tenant shall instruct the brokers to appoint a third broker who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two brokers. To the extent such third broker requires a fee or other payment for rendering the services set forth in this Section 2(D), Landlord and Tenant shall share equally (50/50) in the cost and payment to such third broker.

4. The third broker, within thirty (30) days after his or her appointment, shall decide whether the Landlord's or the Tenant's submitted Prevailing Market Rate of Base Rent for the first year of the Extension Term (but no other rate) is closer to the actual Prevailing Market Rate of said Base Rent, and the decision of such third broker will be binding on Landlord and Tenant.

5. If the two brokers fail to agree upon and appoint a third broker, or both parties fail to appoint a broker, then the appointment of the third broker or any broker shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the definition of Prevailing Market Rate of Base Rent for the first year of the Extension Term and the requirement that either Landlord's or Tenant's determination of Prevailing Market Rate of said Base Rent (but no other rate) be chosen as set forth in this Section 2(D).

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6. The cost of arbitration shall be paid by the non-prev Tenant is entitled to and properly exercises an option to ext this Lease, Landlord shall prepare the Renewal Amendmen changes in the Base Rent for the first year of the Extension subsequent years thereof, the term, the expiration date of th Term, and all other appropriate terms. The Renewal Amendment shall be sent to Tenant within a reasonable time after the receipt of the Binding Notice and executed by Tenant and returned to Landlord in accordance with this Section 2(D).

For purposes hereof, "Prevailing Market Rate" shall mean the arm's length fair market annual rental amount under renewal leases and amendments entered into on or about the date on which the Prevailing Market Rate is being determined hereunder for space comparable to the Demised Premises in the Building and buildings comparable to the Building. The determination of Prevailing Market Rate shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes.

3. Base Rent and Additional Rent:

(A) During the Original Term, commencing on the date of June 23, 2015 (the "Base Rent Commencement Date") and continuing until the expiration of the Original Term, Tenant agrees to pay Landlord base rent ("Base Rent") in the amounts set forth and described below:

(1) Commencing on June 23, 2015 and through January 31, 2016, Base Rent shall be $4,156.44 per month.

(2) Commencing on February 1, 2016 and through January 31, 2017, Base Rent shall be $4,260.35 per month.

(3) Commencing on February 1, 2017 and through January 31, 2018, Base Rent shall be $4,366.86 per month.

(4) Commencing on February 1, 2018 and through January 31, 2019, Base Rent shall be $4,476.03 per month.

(5) Commencing on February 1, 2019 and through January 31, 2020, Base Rent shall be $4,587.93 per month.

(6) Commencing on February 1, 2020 and through January 31, 2021, Base Rent shall be $4,702.63 per month.

(7) Commencing on February 1, 2021 and through January 31, 2022, Base Rent shall be $4,820.19 per month.

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(8) Commencing on February 1, 2022 and through Janu
Base Rent shall be $4,940.70 per month.

(9) Commencing on February 1, 2023 and through Janu
Base Rent shall be $5,064.22 per month.

(10) Commencing on February 1, 2024 and through January 31, 2025, Base Rent shall be $5,190.82 per month.

(11) Commencing on February 1, 2025 and through May 30, 2025, Base Rent shall be $5,320.59 per month.

Base Rent shall be paid monthly in advance on the first (1st) day of each and every calendar month during the term hereof, without deduction or offset. Base Rent or Additional Rent for any fraction of a month at the commencement or expiration of the term of this Lease shall be prorated. Tenant shall pay the first full month's Base Rent to Landlord on or before the Commencement Date. All payments of Base Rent and Additional Rent shall be made payable to 11 Temple MHR LLC and sent to Landlord at the place to which notices to Landlord are required to be sent or such other person or address as Landlord shall from time to time designate by notice to Tenant.

(B) If any payment of Base Rent or Additional Rent (as such term is defined below) or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, 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 the lesser of: (1) twelve percent (12%) of the amount due Landlord each month, in addition to the Base Rent or Additional Rent then due; or (2) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law and such rate of interest is hereinafter called the "Lease Interest Rate."

(C) ADDITIONAL RENT

(1) TAX ESCALATION

If in any tax year commencing with the fiscal year 2016, the real estate taxes on the land and buildings of which the Demised Premises are a part are in excess of the amount of the real estate taxes thereon for the fiscal year 2015 (hereinafter called the "Base Year for Real Estate Taxes"), Tenant shall pay to Landlord, as additional rent ("Additional Rent") hereunder, 12.42 % of such excess that may occur in each year of the Original Term of this ease or the Extension Term thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to Tenant.

For purposes of this Section 3(C)(1) and in the event this Lease is

extended pursuant to the terms and conditions of Section 2(D), the Base Year for]
Taxes for the Extension Term shall be adjusted to the fiscal year 2024.

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(2) OPERATING COST ESCALATION

Tenant shall also pay to Landlord, as Additional Rent hereunder, 12.42 % of any increase in operating expenses over those incurred during the calendar year 2015 (the "Base Year for Operating Expenses"). Operating expenses are defined for the purposes of this Lease as operating expenses per annum of the Building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building but related thereto and the parcels of land on which they are located (for purposes of this Section 3(C)(2), all references to the Building shall include all of said Building appurtenances, exterior areas, and the parcels of land on which they are located. Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the Building, including, but not limited to, the cooling tower and furnace which provides cool water, hot water, gas and additional heat and fresh air to the Building; (ii) all costs of any insurance carried by Landlord related to the Building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the Building including the operation and repair of heating and air conditioning equipment and any other common Building equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the Building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the Building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by Landlord provided, however, that, for each year of this Lease, in the case of the Building landscaping, grounds care, cleaning and management only, the amount owed and to be paid by Tenant for its actual share of such four (4) operating expense items shall not increase by more than five percent (5%) over the amount owed and to be paid by Tenant for the previous calendar year. The Tenant's increase under this Section 3(C)(2) shall be prorated should this Lease be in effect with respect to only a portion of any calendar year. Notwithstanding anything else to the contrary herein, Landlord shall be responsible for the repair of structural defects in the Building and the cost of repair for any such structural defects shall not be included in Tenant's share of such increases in operating expenses as set forth in this Section 3(C)(2).

For purposes of this Section 3(C)(2) and in the event this Lease is extended pursuant to the terms and conditions of Section 2(D), the Base Year for Operating Expenses for the Extension Term shall be adjusted to calendar year 2024.

Commencing on January 1, 2016, during each year of the term of this Lease, Tenant shall make monthly estimated payments to Landlord, as Additional Rent for Tenant's share of such increases in real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with Base Rent payments and shall be equal to one twelfth (1/12) of Tenant's annualized share of Landlord's projected increases for the current year. After the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of such increases and also showing Tenant's share of the same.

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Such statement shall be deemed accurate by Tenant unless Landlord receives writ thereto from Tenant within thirty (30) days of receipt by Tenant of such statement within thirty (30) days after such delivery, pay Tenant's share to Landlord, as Adc less any estimated payments. If the estimated payments exceed Tenant's share, th shall be applied to the next year's monthly payments for estimated increases, prov that any overpayments made for the final year of this Lease shall be refunded to Tenant.

4. Preparation of the Demised Premises:

The Demised Premises are being leased in their current condition, "AS IS, WHERE IS" with all faults and without warranty or representation by Landlord of any kind, either express or implied. Tenant acknowledges that it has inspected the Demised Premises and the Building, and, as of the date hereof, has found the same to be satisfactory. Notwithstanding the foregoing, the parties hereby agree and acknowledge that the results of Tenant's said inspection indicated the presence of mold in a portion of the Demised Premises and the need for the replacement of the boiler serving the Demised Premises. Tenant shall contract for and complete any and all necessary mold remediation work on the Demised Premises and Landlord shall contribute up to a total of $2,160.00 for the cost of such remediation, which amount shall be reimbursed to Tenant by Landlord within ten (10) business days of Landlord's receipt of an invoice from Tenant following the completion of such work. Within forty-five (45) days following the Commencement Date of this Lease, Landlord shall, at its sole cost and expense, contract for and replace said boiler and following the completion of such work, Landlord will notify Tenant of the same.

5. Security Deposit:

Upon the date of full execution of this Lease, Tenant shall provide to Landlord, or its agent, the sum of $4,156.44 as security for the obligations of Tenant hereunder. In the event of any default(s) in any Tenant obligation hereunder, Landlord may on one or more occasions apply any part thereof toward the curing of any such default(s) and/or toward compensating Landlord for any loss or damage arising from any such default or defaults. Upon the yielding up of the Demised Premises as required herein at the expiration or other termination of the term of this Lease, if Tenant has not been or is not then in default or otherwise liable to Landlord, the unapplied balance thereof shall be returned to Tenant. Landlord shall always have the right to apply said sum, or any part thereof, as aforesaid in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security to its original amount. Landlord shall not pay interest on said sum and need not keep the same in a separate account.

6. Tenant's Work:

Tenant shall perform the work described on Exhibit B and Exhibit B-1 attached hereto, it being hereby agreed and acknowledged that such work shall include the installation of a two (2) hour fire rated wall to divide the Demised Premises from the immediately adjacent

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space in the Building. Landlord hereby consents to the performance of the work c said Exhibit B and Exhibit B-1 attached hereto by Tenant and its contractors, prov is performed pursuant to the terms of the Lease. Tenant further agrees that such w performed in a good and workmanlike manner and in compliance with all applical ordinances, and regulations and that Tenant shall not allow any mechanics' liens a such work to encumber the real property of which the Demised Premises is a part and shall promptly discharge any such liens that do so arise. Upon submission to Landlord of invoices for completed work as described on Exhibit B and Exhibit B-1 attached hereto and also submission of executed lien waivers from Tenant's contractor and its subcontractors through the date of such invoice, Landlord shall reimburse Tenant for amount shown on such invoices, up to a total reimbursement of $54,660.00. Landlord shall not be required to pay such reimbursement to Tenant more than once per month, and Landlord's total obligation to Tenant under this Section 6 shall never exceed $54,660.00.

Tenant shall perform, at its own cost and expense, any other alterations or improvements required to prepare the Demised Premises for Tenant's occupancy (but only pursuant to plans and specifications approved by Landlord in writing prior to any construction of Tenant in the Demised Premises). Any alterations or improvements shall be completed in accordance with the terms and provisions set forth in Section 9 of this Lease.

In addition, Tenant shall equip the Demised Premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged, and Tenant shall open for business as soon as is possible, but in no event later than four (4) months after the Commencement Date of this Lease. All such trade fixtures and personal property shall be of good quality.

7. Common Areas:

Tenant, its subtenants and employees, agents, contractors and business invitees of Tenant or its subtenants shall have the right to use, in common with and with due regard for the rights of others entitled to use the same, the common areas of the Building for all such purposes as said various common areas shall be designated by Landlord, but only in connection with its business in the Building. Landlord reserves the right at any time and from time to time to change the location or size of any of the common areas in the Building, to construct improvements in the Building, and to make any alterations or additions thereto.

8. Use of Demised Premises:

(A) Tenant agrees that, during the term of this Lease, the Demised Premises will be used and occupied for the following purpose and for no other purpose without the written consent of Landlord: a live music venue and bar serving alcohol, together with a day time deli/restaurant operation which shall be expressly subject to the limitations and terms and conditions set forth in subsection (B)(12) below.

(B) Tenant further agrees that Tenant and those claiming under it shall conform to the following provisions during the term of this Lease:

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(1) Tenant will procure all licenses and permits which may be 1 any use made of the Demised Premises;

(2) Tenant and Tenant's employees and agents shall not solicit common areas;

(3) All garbage and refuse shall be kept in a neatly sealed and properly maintained container and shall be collected regularly in accordance with a garbage removal contract organized by and paid for by Tenant, provided, however, that Tenant shall have the right to place and maintain one garbage and refuse dumpster at the rear of the Building in a location which is mutually acceptable to Landlord and Tenant; and

(4) Tenant shall not use any portion of the Demised Premises for any purpose other than for its business operations in the Demised Premises.

(5) Tenant shall, at its sole cost and expense, in its use of the Demised Premises and the Building, comply with the requirements of all applicable governmental laws, rules and regulations, including, without limitation, the Americans with Disabilities Act of 1990, as amended (the "ADA"), if such compliance is required pursuant to its renovations of the Demised Premises.

(6) Tenant shall occupy the Demised Premises and shall remain open for business continuously throughout the entire term of this Lease.

(7) Tenant shall not permit any business to be operated in or from the Demised Premises by a concessionaire or licensee without Landlord's consent.

(8) Tenant shall not keep within the Demised Premises any article of dangerous, flammable, or explosive character which increases the danger of fire or other casualty upon the Demised Premises, or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance company.

(10) Tenant shall conduct its business in such a manner as will not interfere with or disturb any other Building tenant in the conduct of its business or Landlord in the reasonable management of the Building. The sidewalks, entrances, corridors and halls of the Building shall not be obstructed or encumbered by Tenant or used for purposes other than ingress or egress to and from the Demised Premises without written permission of Landlord.

(11) Tenant shall at all times conduct its business in the Demised Premises in strict compliance with all applicable laws, ordinances, rules, and

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regulations of any governmental agency having jurisdiction matters.

(12) Throughout the term of this Lease, Tenant shall operate sai deli/restaurant operation in a manner which does not directl Landlord's other tenant at the Building, Bagel Works, it being the intent hereof that Tenant shall not serve nor sell any bagels or artisan/specialty breads at the Demised Premises and Tenant's menu for said deli/restaurant operation shall at all times be substantially in the form of the sample menu attached hereto as Exhibit C and made a part hereof.

9. Utilities, Repairs and Alterations:

(A) Tenant agrees to pay, as they become due, all charges for electricity and other utilities that are furnished to the Demised Premises and presently separately metered, including, but not limited to, the cost of operating the HVAC system, the cost of operating the fans and heat pumps which circulate air to the Demised Premises, a service contract on said HVAC system and all charges for telephone and other communication systems used at and supplied to the Demised Premises, and Tenant agrees to pay all costs for janitorial services for the cleaning of the Demised Premises. In addition, Tenant shall be obligated to perform and complete all maintenance and repairs on said HVAC system throughout the term of this Lease, provided, however, that, except in the case of the Tenant's gross negligence or intentional misconduct, the cost of any replacement of said HVAC system shall be shared with Landlord as follows: Landlord shall be responsible for up to Nine Thousand Dollars ($9,000.00) of the total cost and Tenant shall be responsible for the remaining amount the total cost of such replacement of said HVAC system. In the case of such replacement, Tenant shall contract for and complete such work and Landlord's said share of the cost (up to a total of $9,000.00) shall be reimbursed to Tenant by Landlord within ten (10) business days of Landlord's receipt of an invoice from Tenant following the completion of said replacement. Tenant shall pay such bills directly to the utility company providing the foregoing services. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Demised 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.

(B) Landlord agrees to make all necessary repairs or alterations to the property which Landlord is required to maintain, as hereinafter set forth. The property which Landlord is required to maintain is the floor (but excluding the floor covering), roof, exterior walls, structural columns and structural beams of the Building to the extent that the same affect the Demised Premises, the electrical, mechanical and plumbing systems of the Building to the extent that they serve the Demised Premises, and the utility conduits, pipes, lines, meters and light fixtures (but excluding replacement bulbs and ballasts) provided by Landlord, to the extent that the same serve the Demised Premises. Notwithstanding the foregoing, if any of said repairs or alterations shall be made necessary by reason of repairs, installations, alterations, additions or improvements made by Tenant or anyone claiming under Tenant, by reason of the fault or negligence of Tenant or anyone claiming under Tenant, by reason of a default in the performance

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or observance of any agreements, conditions or other provisions on the part of Ter performed or observed, or by reason of any special use to which the Demised Prer put, Tenant shall make all such repairs or alterations as may be necessary. Landlo deemed to have committed a breach of any obligation to make repairs or alteratior any other act unless (1) it shall have made such repairs or alterations or performed negligently; or (2) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in the latter event Landlord's liability shall be strictly limited to the cost of making such repairs or alterations or performing such other act.

(C) Tenant agrees that it will, during the term of this Lease, keep the Demised Premises in a clean and neat condition, attractive in appearance and will make all repairs and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction, subject only to the provisions of Sections 12 and 13; and that it will upon the expiration or other termination of the term of this Lease remove its property and that of all persons claiming under it and will yield up peaceably to Landlord the Demised Premises and all property therein other than property of Tenant or persons claiming under Tenant, broom clean and in good order and repair and in substantially the same condition which existed as of the Commencement Date of this Lease, subject only to the provisions of Sections 12 and 13. The property which Tenant is required to maintain is the Demised Premises and every part thereof, including, but without limitation, all interior walls, floor coverings and ceilings fixtures and equipment within the Demised Premises (excluding electrical, mechanical, plumbing and utility systems), all light bulbs and ballasts, all signs (interior and exterior), all glass, windows, window covering (including blinds), doors, window sashes and frames, and door frames. Tenant shall pay before due all personal property and other taxes and municipal assessments due with respect to Tenant's personal property set forth above. Tenant also agrees to provide cleaning and janitorial service for the Demised Premises and to paint, varnish and otherwise redecorate the Demised Premises as necessary to keep the Demised Premises attractive in appearance. Tenant shall insure all of its personal property and Landlord shall not be responsible for Tenant's personal property.

(D) Subject to the terms and conditions set forth in this Section 9(D), Tenant, at its sole cost and expense, may install: an exterior sign, such as a marquee, on the outside corner of the building facing Temple and Federal Streets, such that information on the sign is visible both from Temple Street and from Federal Street, East of Temple Street, and Tenant may replace the existing awning with Tenant's own awning of the same size provided said signage and awning is in accordance with the Zoning Code of the City of Portland and the size, design and location of such signage has been approved by Landlord in writing prior to its installation. No other sign, symbol, advertisement, neon light or other light or object visible to public view outside of the Demised Premises may be installed or maintained by Tenant in or upon the Demised Premises without the prior written approval of Landlord, provided, however, that, to the extent the City of Portland permits a sandwich board to be placed on the sidewalk, a sandwich board shall also be permitted. Tenant agrees that neither it nor anyone claiming under it will make any installations, alterations, additions or improvements to or upon the Demised Premises,

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except only the installation of fixtures necessary for the conduct of its business, w written approval of Landlord. All installations, alterations, additions and improve or upon the Demised Premises, whether made by Landlord or Tenant or any other only signs and movable office fixtures installed in the Demised Premises prior to term of this Lease at the cost of Tenant or any person claiming under Tenant), sha part of the Demised Premises and upon the expiration or other termination of the term of this Lease shall be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury, provided, however, Landlord shall have the right, in its sole and absolute discretion, to permit or require Tenant to leave certain installations, alterations, additions and improvements made to or upon the Demised Premises, provided, however, that, should Tenant wish to do so, Tenant may remove as Tenant's trade fixtures easily removable, but piped in items such as sinks, so long as Tenant caps the piping connected to such equipment. In the case of the foregoing, if Landlord, in writing, permits or requires Tenant to leave any such installations, alterations, additions and improvements at the Demised Premises, and Tenant does so, Tenant shall have no further claims and rights in such installations, alterations, additions and improvements as against Landlord or those claiming by, through or under Landlord, notwithstanding anything to the contrary herein. Said signs and movable office fixtures shall not be deemed part of the Demised Premises and may be removed by Tenant at any time or times during the term of this Lease or upon the termination of the term of this Lease.

(E) Tenant agrees that it will procure all necessary permits before making any repairs, installations, alterations, additions, improvements or removals. Tenant agrees that all repairs, installations, alterations, improvements and removals done by it or anyone claiming under it shall be done only pursuant to plans approved by Landlord in writing in advance, and in a good and workmanlike manner, that the same shall be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction, that the structure of the Demised Premises will not be endangered or impaired and that Tenant will repair any and all damage caused by or resulting from any such repairs, installations, alterations, additions, improvements or removals. Tenant agrees to pay promptly when due all charges for labor and materials in connection with any work done by Tenant or anyone claiming under Tenant upon the Demised Premises so that the Demised Premises shall at all times be free of liens resulting from such labor and/or materials. If a mechanic's lien is recorded against the Demised Premises purporting to be for labor, services, equipment or materials furnished to the Demised Premises under a contract with the Tenant or the Tenant's agent, Tenant's general contractor or other contractor, person, or entity, Tenant shall discharge the same within thirty (30) days after the date of recording. Tenant further hereby acknowledges and agrees that Landlord does not consent to and shall not be liable for any labor, services, equipment or materials furnished or to be furnished to Tenant upon credit or not otherwise pre-paid, and that no mechanic's or other lien for any such labor, services, equipment or materials shall attach to or affect the Demised Premises or the interest of the Landlord.

10. Indemnity and Insurance:

(A) Tenant agrees to save Landlord harmless from, and indemnify Landlord against, to the extent permitted by law, any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature (1) caused by or resulting from, or claimed to have

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been caused by or to have resulted from, any act, omission or negligence of Tenan claiming under Tenant (including, but without limitation, subtenants of Tenant an and contractors and invitees of Tenant or its subtenants), no matter where occurrin occurring upon or about the Demised Premises, no matter how caused. Tenant sh any immunity under workers' compensation laws as a defense to the enforcement foregoing indemnity.

(B) Tenant will maintain general comprehensive public liability insurance with respect to the Demised Premises and its appurtenances, issued by insurance companies authorized to do business in the State of Maine, naming Landlord and Tenant as insureds, in amounts not less than Three Million Dollars ($3,000,000.00) combined single limit with deductibles of not more than Five Thousand Dollars ($5,000.00) per occurrence. In addition, Tenant shall maintain liquor liability insurance of not less than not less than Three Million Dollars ($3,000,000.00) combined single limit with deductibles of not more than Five Thousand Dollars ($5,000.00) per occurrence, which insurance shall cover all claims arising from the sale of food or alcohol or arising from acts, omissions or conditions occurring within the Demised Premises or the Building. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof, at least fifteen (15) days prior to the Commencement Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to Landlord. Notwithstanding anything else to the contrary herein, Tenant acknowledges that it shall hold all property of Tenant, including fixtures, furniture, equipment and the like of Tenant, or of any other owner situated at the Demised Premises, at Tenant's own risk.

11. Access to Demised Premises:

Landlord shall have the right to enter upon the Demised Premises or any part thereof without charge at all reasonable times and, in case of emergency, at any time, to inspect the same, to show the Demised Premises to prospective purchasers or tenants, to make or facilitate any repairs, alterations, additions or improvements to the Demised Premises or any other part of the Building; and Tenant shall not be entitled to any abatement or reduction of Base Rent or Additional Rent or damages by reason of any of the foregoing.

12. Fire and Other Casualty:

If the Demised Premises shall be damaged or destroyed in any material manner by fire or other unavoidable casualty, then Landlord, at its election, may terminate the term of this Lease by a notice delivered to Tenant within sixty (60) days after such damage or destruction. If the Demised Premises shall be damaged or destroyed in any material manner by fire or other unavoidable casualty, and if the same shall occur in the last year of the term of this Lease, then Tenant, at its election, may terminate the term of this Lease by a notice to Landlord within sixty (60) days after such damage or destruction. For the purposes hereof, "material manner" shall be deemed to be casualty that cannot reasonably be repaired by Landlord within one hundred and twenty (120) days of the date on which the Demised Premises suffer such damage.

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Notwithstanding the foregoing, in the event said fire or other unavoidable ca during the final year of this Lease or in the event the Demised Premises are rendere or inaccessible, on account of said fire or other unavoidable casualty, for a period of hundred eighty (180) days, Tenant may terminate the Lease by notifying Landlord c to do so following the expiration of such one hundred eighty (180) day period.

13. Eminent Domain:

If after the execution of this lease and prior to the expiration of the term of this Lease the whole or any part of the Demised Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when Landlord shall be divested of its title in the Demised Premises, and Base Rent shall be apportioned and adjusted as of the time of termination.

Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord in any proceeding for the recovery of damages if requested by Landlord, and to turn over to Landlord any damages that may be recovered in such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for movable office fixtures installed by Tenant or anybody claiming under Tenant at its own cost and expense.

14. Defaults:

(A) (1) If Tenant shall fail to pay any installment of Base Rent, Additional Rent or any other payments required of Tenant under this Lease within five (5) days of the date when due, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within fifteen (15) days after receipt of notice of said default from Landlord, or, if the default is not one that can be cured within fifteen (15) days, within such additional time as may be reasonably necessary, so long as Tenant is using commercially reasonable efforts to cure such default, but under no circumstances shall the cure period under this subsection (2) be longer than a total of forty-five (45) days after receipt of such notice of said default, or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, then in any of said cases, Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the Demised Premises or any part thereof in the name of the whole and hold the Demised Premises as if this Lease had not been made, and expel Tenant and those claiming under it and remove its or their property without being taken or deemed to be guilty of any manner of trespass, if permitted by applicable law (or Landlord may send written notice to Tenant of the termination of this Lease), and upon entry as

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aforesaid (or in the event that Landlord shall send to Tenant notice of termination provided, on the seventh (7th) day next following the date of the sending of the nc of this Lease shall terminate. Tenant hereby expressly waives any and all rights o granted by or under any present or future laws in the event of Tenant being evicte dispossessed for any cause, or in the event Landlord terminates this Lease as prov Section 14.

(B) In case of any such termination, Tenant will indemnify Landlord each month against all loss of Base Rent and Additional Rent and all obligations which Landlord may incur by reason of any such termination between the time of termination and the expiration of the term of this Lease; or at the election of Landlord, exercised at the time of the termination or at any time thereafter, Tenant will indemnify Landlord each month until the exercise of the election against all loss of rent and other obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the exercise of the election, and upon the exercise of the election Tenant will pay to Landlord as damages such amount as at the time of the exercise of the election represents the amount by which the rental value of the Demised Premises for the period from the exercise of the election until the expiration of the term shall be less than the amount of rent and other payments provided herein to be paid by Tenant to Landlord during said period. It is understood and agreed that at the time of the termination or at any time thereafter Landlord may rent the Demised Premises, and for a term which may expire after the expiration of the term of this Lease, without releasing Tenant from any liability whatsoever, that Tenant shall be liable for any expenses incurred by Landlord in connection with obtaining possession of the Demised Premises, with removing from the Demised Premises property of Tenant and persons claiming under it (including warehouse charges), with putting the Demised Premises into good condition for reletting, with any reletting, including, but without limitation, reasonable attorneys' fees and brokers' fees and the costs and expenses of completing any and all additional improvements and construction in the Demised Premises required by any new tenant, and that any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of Base Rent and Additional Rent and all other payments due from Tenant to Landlord.

(C) It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, the Additional Rent, and all other sums payable by Tenant to or on behalf of Landlord shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

(D) Tenant shall pay Landlord's reasonable attorneys' fees for Landlord's enforcement of the terms of this Lease.

15. Subordination to Mortgages:

Tenant agrees that upon the request of Landlord it will immediately subordinate this Lease and the lien hereof to the lien of any present or future mortgage or mortgages upon the Demised Premises or any property of which the Demised Premises are a part, irrespective of the

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time of execution or time of recording of any such mortgage or mortgages, provid requested by Tenant, Landlord shall use commercially reasonable efforts to obtain subordination and non-disturbance agreement from its mortgagee to recognize Te possession under this Lease so long as Tenant is not in default hereunder, which a be in the form prescribed by such mortgagee. Tenant agrees that it will upon the r Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. Tenant agrees that, if requested by Landlord or by the holder of such mortgage, it will attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage.

16. Future Documents and Deliveries from Tenant:

(A) Tenant within three (3) days upon request in person or within five (5) days upon request by mail, shall furnish to Landlord a written statement, duly acknowledged, setting forth the Base Rent and Additional Rent due under this Lease, the terms of payment, the expiration date, the extension option of this Lease, the date to which Base Rent and Additional Rent has been paid, an acknowledgement that Base Rent and Additional Rent has not been prepaid, whether any offset or defenses exist against the Base Rent and Additional Rent due, and if any are alleged to exist, the nature thereof shall be set forth in detail, and any other information reasonably requested in connection with this Lease. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement in accordance with the provisions of this Section 16(A) within the period set forth above shall constitute acknowledgement by Tenant, which may be relied upon by Landlord and third parties that: (1) this Lease has not been assigned, amended, changed or modified; (2) is in full force and effect; (3) that the Base Rent, Tenant's share of Additional Rent, and all utility charges have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statements; and (5) that Tenant waives any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exists prior to the date of the written request. Landlord, at its option, may treat such failure as a default by Tenant under this Lease.

(B) Tenant shall immediately notify Landlord in writing if Tenant experiences: (1) any material adverse change in its financial position; or (2) any litigation that could adversely affect Tenant's ability to perform under this Lease.

(C) In the event Tenant obtains and records a memorandum of this Lease, Tenant hereby agrees to execute and deliver to Landlord a termination of memorandum of Lease in recordable form in the event this Lease terminates prior to the expiration of its term.

17. Assignment:

Tenant agrees that it will not assign, mortgage, pledge or otherwise encumber this Lease or any interest therein, or sublet the whole or any part of the Demised Premises, without obtaining on each occasion the written consent of the Landlord which approval in the case of a proposed assignment or sublet must be obtained at least three (3) months prior to the effective date of any such assignment or sublet. If there shall be any assignment or subletting by Tenant

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pursuant to the provisions of this Section 17, Tenant shall remain primarily liable performance and observance of the covenants and agreements herein contained or Tenant to be performed and observed, such liability to be (in the case of any assig and several with that of such assignee. Notwithstanding anything herein to the co Landlord shall have the right to require that all (or any portion) of the Demised Pr Tenant proposes to sublease, or as to which Tenant proposes to assign, be surrendered to the Landlord for the term of the sublease or assignment in consideration of the appropriate pro rata adjustment of, or cancellation of, the Tenant's obligations hereunder. Landlord shall make its decision whether to recapture such assignment or sublet space within fifteen (15) business days after Landlord's receipt of Tenant's request to assign or sublet and all economic terms and details relating to such assignment or sublet.

18. Holding Over:

If Tenant or anyone claiming under Tenant shall remain in possession of the Demised Premises or any part thereof after the expiration or termination of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance, subject to the provisions of this Lease; provided, however, that Base Rent during such period as such person shall continue to hold the Demised Premises or any part thereof shall be payable at two (2) times the highest rate payable during the term hereof.

19. Waivers:

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which Landlord may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

20. Rules and Regulations:

Tenant will observe and comply with, and will cause its subtenants, and its and their employees and agents, to observe and comply with reasonable rules and regulations from time to time promulgated by Landlord for the benefit and prosperity of the Building. However, neither Tenant nor anyone claiming under it shall be bound by any such rules and regulations until such time as Tenant receives copies thereof.

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21. Failure of Performance:

If Tenant shall default in the performance or observance of any agr condition in this Lease contained on its part to be performed or observed other tha to pay money, and shall not cure such default within fifteen (15) days after notice specifying the default, Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor or save Landlord harmless therefrom; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder said amount, plus interest thereon from the date of Landlord's demand at the Lease Interest Rate, shall be added to and become due as a part of the next payment of rent due hereunder and Landlord shall be entitled to its reasonable attorneys' fees in enforcing Tenant's failure of performance under this Lease.

22. Definitions and Interpretations:

(A) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord and of Tenant to be performed and observed shall be binding upon the Landlord or the Tenant and their heirs, legal representatives, successors and assigns, as the case may be. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in this lease. The use of words such as "herein," "hereinafter," "above," "below" or the like shall mean within this Lease and not be limited to the paragraph, section or subsection in which they appear, unless a contrary intent is indicated.

(B) It is agreed that if any provisions of this Lease shall be determined to be void by any court of competent jurisdiction then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(C) This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both parties.

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(D) Wherever in this Lease provision is made for the doing of a person it is understood and agreed that said act shall be done by such person at its expense unless a contrary intent is expressed. For purposes of Section 9 hereof, th "repairs" includes the making of replacements when necessary.

(E) If all or any part of Landlord's interest in this Lease shall be held by a limited liability company, no manager or member of said limited liability company shall be personally liable for any of the covenants, or agreements, express or implied, hereunder. Landlord's covenants and agreements shall be binding only upon the limited liability company as aforesaid and not any member or manager.

Without limiting the generality of the foregoing, and whether or not all or any part of Landlord's interest in this Lease shall be held by a limited liability company, Tenant specifically agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being specifically agreed that no member or manager shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable for consequential or indirect damages.

(F) Wherever in this Lease it is provided that the consent or approval of either party must be obtained in order to authorize any act or course of conduct by the other party, the party whose consent or approval is necessary may grant or withhold said consent or approval, except where expressly provided to the contrary in this Lease, at its sole and absolute discretion and with or without explanation of the reason or reasons for granting or withholding the same.

(G) In the event either Landlord or Tenant must enforce any provision of this Lease, the prevailing party in any litigation shall be entitled, and the non-prevailing party shall pay, expenses, including reasonable attorney's fees and costs (including on any appeal), incurred in enforcing any obligation of this Lease.

23. Delays:

In any case where either party hereto is required to do any act (other than the Tenant's obligation to make a payment of money), delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control (other than such party's financial condition) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time".

24. Notices:

All notices and other communications to Landlord authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, Airborne Express and the like. All notices and other communications to Tenant authorized or

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required hereunder shall be in writing and shall be given by mailing the same by c registered mail, return receipt requested, postage prepaid, by mailing the same by or by having the same delivered by a commercial delivery service such as Federal Airborne Express and the like. If given to Tenant the same shall be directed to Te Demised Premises or at such other address as Tenant may hereafter designate by r Landlord; and if given to Landlord the same shall be directed to Landlord at c/o The Haughey Company, 1660 Soldiers Field Road, Boston, Massachusetts 02135, with an additional copy directed to Landlord at c/o Mugar Enterprises, Inc., Attention Robert Reibstein, 222 Berkeley Street, Boston, Massachusetts 02116, with a copy mailed as aforesaid to Hawley R. Strait, Esquire, Bernstein Shur, 100 Middle Street, PO Box 9729, Portland, ME 04104, or to such other persons or at such other addresses as Landlord may hereafter designate by notice to Tenant. In the event that a notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

25. Captions:

The captions used as headings for the various sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease. Whenever in this Lease any portion, or part thereof, has been stricken out, whether or not any provision has been substituted therefor, this Lease shall be read and construed as if the words so stricken out were never included herein and no implication shall be drawn from the words so stricken out.

26. Recording:

Tenant shall not record this Lease and any recording of this Lease by Tenant shall constitute a material breach by Tenant and shall entitle Landlord, at its election, to immediately terminate this Lease pursuant to the provisions of Section 14 hereof.

27. Waiver of Subrogation:

(A) Tenant hereby releases Landlord, to the extent of Tenant's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Tenant's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Tenant to recover thereunder. Tenant agrees that its fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if extra cost is chargeable therefor, so long as Landlord pays such extra cost. If extra cost is chargeable therefor, Tenant will advise Landlord thereof and of the amount thereof. Landlord at its election, may pay the same, but shall not be obligated to do so. Tenant agrees that all fixtures and personal property contained within the Demised Premises shall be covered at all times by fire and so- called “all risk” insurance.

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(B) Landlord hereby releases Tenant, to the extent of Landlord's coverage, from any and all liability for any loss or damage caused by fire or any o coverage casualties or any other casualty insured against, even if such fire or other be brought about by the fault or negligence of Tenant or its agents, provided, how release shall be in force and effect only with respect to loss or damage occurring during such time as Landlord's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Landlord to recover thereunder. Landlord agrees that its fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if extra cost is chargeable therefor, so long as Tenant pays such extra cost. If extra cost is chargeable therefor, Landlord will advise Tenant thereof and of the amount thereof. Tenant at its election may pay the same, but shall not be obligated to do so.

28. Brokers:

Landlord and Tenant each represents to the other that except for Paragon Commercial Real Estate and Malone Commercial Brokers, whose commission shall be the responsibility of Landlord pursuant to separate agreement, no brokers have been involved in this Lease, and each agrees to indemnify and hold the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any other broker in connection with this Lease, the obligated party hereunder to be the party whose conduct gives rise to such claim.

29. Fire Preventive Devices:

Tenant agrees to supply and maintain in the Demised Premises fire extinguishers and other hand held devices in compliance with any applicable law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction. In addition, on or before the date on which Tenant has obtained a permanent certificate of occupancy from the City of Portland, Tenant shall contract to install a fire suppression system in the Demised Premises, which work shall be completed by Tenant in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances. In addition to Landlord's contribution to other improvements made by Tenant as set forth above, Landlord and Tenant shall share equally in the cost of such work described in the immediately preceding sentence, provided, however, that under all circumstances Landlord's total contribution to such cost shall not exceed $10,000.00, which contribution shall be paid by Landlord to Tenant upon Landlord's receipt from Tenant of a permanent certificate of occupancy from the City of Portland and related permits and approvals confirming that such installation and work has been completed to the satisfaction of the City of Portland fire department and State of Maine fire marshall and in full compliance with all applicable requirements of the same.

30. Time is of the Essence:

Time is of the essence for each and every provision contained in this Lease.

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31. No Offer to Lease:

The submission of this document for examination and negotiation d constitute an offer to lease or a reservation of option for the Demised Premises. T shall become effective and binding only upon the execution and delivery hereof b by Tenant, and until such execution and delivery, Landlord shall not in any way be bound to enter into a lease with Tenant for the Demised Premises.

32. Quiet Enjoyment:

Upon paying the Base Rent and Additional Rent hereunder, and upon Tenant's performing and fulfilling all terms, conditions or agreements on Tenant's part to be performed and fulfilled, Tenant will quietly have and enjoy the Demised Premises during the term of this Lease without molestation by Landlord or any person claiming by, through or under Landlord, subject to the terms of this Lease and any instrument having a prior lien.

33. Governing Law:

This Lease will be governed by and construed pursuant to the laws of the State of Maine.

34. Entire Agreement:

This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant and may be amended only by subsequent written agreement. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition of the Demised Premises or the manner of operating the property.

35. Written Amendment Required:

No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the property, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

36. No Construction Against Drafting Party:

Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord's counsel has prepared it.

37. Jury Trial Waiver:

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NOTWITHSTANDING ANYTHING IN THIS LEASE CONTRARY, TENANT, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND TENANT MAY HAVE TO A TRIAL BY JURY IN ANY EVICTION ACT OTHER PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S S AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE.

38. Hazardous Materials:

To the best of Landlord's knowledge, Landlord represents that, as of the date hereof, the Demised Premises do not contain any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products ("Hazardous Materials"). Tenant covenants and agrees that, with respect to Hazardous Material which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Demised Premises Tenant will: (A) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (B) in no event permit or cause any disposal of Hazardous Materials in, on or about the Demised 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; (C) with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the Demised 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 or local law to obtain and keep; (D) upon termination of this Lease, at its expense, remove all Hazardous Materials from the Demised Premises which came to exist on, in or under the Demised Premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (E) further agree to deliver the Demised Premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the Demised Premises during the term of this Lease or any extensions thereof. The terms used in this Section 38 shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local. With respect to the provisions in this Section 38, any party breaching its obligations in this Section 38 shall indemnify the other party from and against all actual and verifiable losses incurred directly because of the other's breach.

39. Memorandum of Lease:

This Lease may not be recorded. In the event either Landlord or Tenant requests a memorandum of Lease for notice purposes, the memorandum of Lease shall be in form and content reasonably satisfactory to Landlord in statutory short form.

40. Right of First Offer:

If at any time during the term of this Lease Landlord sends out a proposal

("Proposal") to, or receives an offer (with terms acceptable to Landlord) ("Accept from any third party to lease all or any portion of the adjacent retail space containi approximately 947 rentable square feet ("ROFO Space"), Landlord agrees to give of First Offer to lease such space provided that Tenant is not in default under this time, as follows: Landlord agrees to provide Tenant with a copy of each Proposal any Acceptable Offer it receives from any third party. Tenant shall then have five (5) business days in which to provide Landlord with a written offer to lease the ROFO Space pursuant to the terms of the Proposal or Acceptable Offer, as the case may be. In the event Tenant does not timely respond to Landlord with its own acceptable offer (i.e. in strict adherence to the Proposal or Acceptable Offer terms), Tenant's rights under this Section 40 shall automatically terminate with respect to the particular Proposal or Acceptable Offer (as applicable) provided by Landlord, but shall otherwise continue in full force and effect with respect to any subsequent Proposals or Acceptable Offers (which contain terms materially different from a Proposal or Acceptable Offer previously submitted to Tenant) that Landlord sends to or receives from any third parties. Upon Tenant's submission to Landlord of its acceptable offer, this Lease shall subsequently be amended in writing identifying terms and conditions under which the ROFO Space shall become part of the Demised Premises. Landlord shall be obligated to deliver such ROFO Space in "broom clean" condition, free of all occupants. Landlord and Tenant shall within ten (10) business days thereafter execute an amendment to this Lease providing for the incorporation of the ROFO Space into the Demised Premises on the terms set forth above.

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/02/15

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument as of the day and year first above written.

LANDLORD:

11 TEMPLE MHR LLC

By: P3 Management LLC, its Manager

By: _____
Peter S. Mugar
Its Manager

TENANT:

PORTLAND HOUSE OF MUSIC AND EVENTS, LLC

By: _____
Ken Bell
Its Manager, duly authorized

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/02/15

EXHIBIT A

PLAN SHOWING DEMISED PREMISES

25 Temple Street
Temple Street Garage
Elevator
Electrical Closet
Exit
Exit
Exit

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/02/15

EXHIBIT B

DESCRIPTION OF TENANT IMPROVEMENTS

-Install 6" Fire Service water main from Federal St. for sprinkler use

-Install State approved wet (NFPA 13) sprinkler system for place of assembly

-Utilize "Seal-It" spray foam closed cell 1.5 inch nominal insulation to seal and remedy mold on ceiling

-Spray Thermal Barrier fire retardant spray over all "Seal-it" foam to meet fire code for place of assembly

-Install men's and women's restrooms to meet place of assembly code, as well as A.D.A.

-Install 16' bar for drink service

-Install 2 hour fire barrier wall between Tenant and neighboring tenant "Al Paca"

-Install all proper door hardware for to meet requirements for place of assembly

-Repair/replace as necessary and paint ceiling tile

-Install stage as outlined in approved plans

EXHIBIT B-1

PLANS SHOWING TENANT IMPROVEMENTS

[See Attached Six (6) Pages]

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/02/15

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Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/02/15

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IBC Details Code Review

303.1	Use: Assembly Group A-2	(Nightclubs, Restaurants, Bars)			
311.1	Use: Storage Group S-2	(Parking Garages, open and closed)			
406.3.2	Defined as open parking garage				
406.3.4	Open parking garage does have other uses within the structure in compliance with 508.4				
410.2	Structure in space will be a platform and not a stage.				
410.4	Platform Construction can be anything allowed by construction type				
503	Use Group S-2	Const. Type IIB	1 stories	26,000sf	55' tall
	Use Group A-2	Const. Type IIB	2 stories	5,500sf	55' tall
	Use Group M	Const. Type IIB	2 stories	22,500sf	55' tall
505.1	Clear height above and below the mezzanine shall be 7'-6" minimum.				
505.2	Mezzanine area limited to 1/3 of space				
505.3	One means of egress allowed in mezzanine if common path of travel is not exceeded				
505.4	Mezzanine may be enclosed if occupant load is under 10				
506.3	Whole building will not be sprinklered, so increase of area does not apply				
508.4.4	Required separation: (While space is sprinkled, the building is NOT considered to be)				
	A & S-2, M5	1 hour			
	A & M, M5	2 hour			
508.4.4.1	Required separations shall be fire barriers.				
	2-hour wall, U411				
	2-hour ceiling and floor, U525				
707.3.8	2-hour Fire Barrier separation between Uses				
707.5	Shall be continuous from slab to underside of floor decking.				
707.5.1	Supporting construction must have the same rating.				
712.3	2-hour Horizontal Assembly rating between Uses				
803.9	Class C Finishes for A-2 spaces				
903.2.1.2A-2	NFPA 13 fire sprinkler required for occupant load				
906.1	Fire extinguisher required in kitchen				
907.2.1	Manual fire alarm required for occupancy of 300 or more				
1004.1.1	Occupancy Load: 296 occupants (See table on sheet A1.2)				
1005.1	Total required clear egress width: (0.2" x 296 = 59.2") (36" door 32" & 160 occupants)				
1006.3	Emergency lighting required along path of egress				
1008.1.10	Panic hardware required at exits				
1009.6.3	Underside of stair should have 1-hour rating				
1011.1	Exit signs are required				
1013.1	Guards not required for stage				
1014.3	Common path of travel limit: 75'				
1015.1	Distance between two exits shall not be less than 1/3 the length of the maximum overall diagonal of the space				
1016.1	Exit access travel distance limit: 250' (with sprinkler) (measured along aisles)				
1018.4	Max dead end corridor: 20'				
1021.1	Two exits required				
1028.2	Male exit shall provide at least 500 egress capacity				
1028.8	Common path of travel limit: 30' (for any seat)				

NFPA 101 Detailed Code Review

3.3.32.5	Existing Building, New Use
6.1.2.1	Assembly Occupancy
6.2.2.1	Occupancy Length of Concern
7.3.1.2	Occupancy Load: 296 (See table on sheet A1.2)
7.3.3.7	Total required clear egress width: (0.2" x 296 = 59.2") (36" door 32" & 160 occupants)
13.1.7.1.1	Occupant load shall not exceed 1 person per 5sf
13.2.2.2.3	Panic Hardware required for occupancy over 100
43.7.2.1	Change of use in the same hazard category: mercantile to assembly
	Use Existing chapter for most conditions: Chapter 33 Existing Assembly Occupancies
	Use New chapter for sprinkler, detection and alarm systems: Chapter 12 New Assembly Occupancies
13.2.4.2	Two means of egress allowed for occupancy under 600
13.2.5.1.2	Common path limit: 75' for any number of occupants
	75' for less than 50 occupants
13.2.5.1.3	Dead end corridor limit: 20'
13.3.3.3	Wall and ceiling materials shall be Class A, Class B or Class C, for occupant load under 300.
13.3.4.1.1	Fire alarm system is required for occupancy of over 300
13.3.5.1	Sprinkler system is required

ADA Detailed Code Review

36.402	Alterations	
36.403	Path of Travel (disproportionality: 20%)	
	Priority List:	
	Entrance	
	Route to altered Area	
	Restroom	
	Phones	
	Drinking Fountains	
	Parking, storage, alarms etc.	
213.3	Toilet Compartments:	(1) Wheelchair accessible (604.8.1)
		If over six compartments (1) ambulatory accessible (604.8.2)
	Urinals:	(1) is accessible (605)
	Sinks:	(1) is accessible (606)

Code Summary	IBC	NFPA
Existing Use	M (Mercantile)	Mercantile
Proposed Use	A-2 (Nightclub)	Assembly
Existing Fire Protection	Not sprinkled	same
Proposed Fire Protection	Sprinkled tenant space	same
Existing Fire Alarm	Unknown	same
Proposed Fire Alarm	Fire alarm for tenant space	same
Floor area	32,500 with 5500 mezzanine	same
Occupancy Load	296 occupants	296 occupants

APPLICANT
Ken Bell
372 Broadway Apt 4
South Portland, ME 04106
207-329-1929
kenbellhospitality@gmail.com

MEZZANINE PLAN
SCALE: 1/4" = 1'-0"

MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"

Bild Architecture
PO Box 4292
Portland, ME 04104
207.808.8018
mail@bildarchitecture.com

PROJECT NO. 140304
PROJECT NAME TEMPLE STREET MUSIC VENUE

DIVISIONS
1 10/24/2014
2 01/02/2015
3
4
5

PERMITTING DOCUMENTS

ISSUE DATE 11/21/14
SHEET SCALE 1/4" = 1'-0"
DRAWN BY EAC
SHEET TITLE EXISTING PLAN

A
1.0

7648983.2

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/02/15

IBC OCCUPANCY CALCULATION			
OCCUPANCY LOAD	TOTAL SQUARE FOOTAGE	FLOOR AREA IN SF PER OCCUPANT	TOTAL OCCUPANTS
STANDING SPACE	1284 SF	5 NET	257
UN-CONCENTRATED ASSEMBLY SPACE	34 SF	15 NET	7
BUSINESS AREA	404 SF	100 GROSS	5
KITCHENS	247 SF	100 GROSS	2
PLATFORM	320 SF	15 NET	21
MERCANTILE	47 SF	60 GROSS	1
STORAGE	375 SF	300 GROSS	1
TOTAL OCCUPANCY			294

NFPA OCCUPANCY CALCULATION			
OCCUPANCY LOAD	TOTAL SQUARE FOOTAGE	FLOOR AREA IN SF PER OCCUPANT	TOTAL OCCUPANTS
CONCENTRATED ASSEMBLY	1284	5 NET ALLOWED	257
UN-CONCENTRATED ASSEMBLY SPACE	34 SF	15 NET	7
BUSINESS	404 SF	100 GROSS	5
KITCHENS	247 SF	100 GROSS	3
STAGES	320 SF	15 NET	21
STORAGE	375 SF	300 GROSS	1
MERCANTILE	47 SF	30 NET	2
TOTAL OCCUPANCY			296

bild Architecture
PO Box 4135
Portland, ME
04101-4135
207.780.0169
www.bildearchitecture.com

PERMITTING DOCUMENTS

REVISIONS	
1	01/23/15
2	02/20/15
3	
4	
5	

PROJECT NO. 14034
PROJECT NAME TEMPLE STREET MUSIC VENUE

ISSUE DATE 11/21/14
SHEET SCALE 1/4" = 1'-0"
DRAWN BY EAC
SHEET TITLE PROPOSED PLAN

A
1.1

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CITY OF PORTLAND, MAINE
REVIEWED FOR CODE COMPLIANCE
INSPECTIONS DIVISION
APPROVED WITH CONDITIONS
Date: 07/02/15

WALL TYPES

WALL TYPE NOTES:
ALL INTERIOR WALLS ARE EXISTING UNLESS NOTED OTHERWISE

20 A2.1 HEAD OF WALL TO CEILING
0 0'-3" SCALE: 1 1/2" = 1'-0"

1 A2.1 PLATFORM SECTION
0 1'-0" SCALE: 1/8" = 1'-0"

10 A2.1 TYPICAL STAIR DETAIL
0 1'-0" SCALE: 1/2" = 1'-0"

bild Architectura
PO Box 8338
Portland, ME
207.780.0158
www.bildearchitecture.com

ISSUE DATE 11/21/14
SHEET SCALE 1/4" = 1'-0"
DRAWN BY EAC
SHEET TITLE DETAILS

PERMITTING DOCUMENTS

REVISIONS
1 - 01/23/15
2
3
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PROJECT NO. 14034
PROJECT NAME TEMPLE STREET MUSIC VENUE

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2.1

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3.1	A	ISSUE DATE 11/21/14 SHEET SCALE NTS	DRAWN BY EAC SHEET TITLE ADA DETAILS	PERMITTING DOCUMENTS	REVISIONS 1 - 2 - 3 - 4 - 5 -	PROJECT NO. 14034 PROJECT NAME TEMPLE STREET MUSIC VENUE

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3.2 | A

ISSUE DATE 11/21/14
SHEET SCALE
HTS

DRAWN BY EAC
SHEET TITLE **ADA DETAILS**

PERMITTING DOCUMENTS

REVISIONS

PROJECT NO. 14034
PROJECT NAME TEMPLE STREET MUSIC VENUE

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Date: 07/02/15

STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

Construction Permit

No.22728

In accordance with the provisions of M.R.S.A. Title 25, Chapter 317, Sec.317 and Title 5, Section 4594-F, permission is hereby granted to construct or alter the following referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Each permit issued shall be displayed at the site of construction.

Building: TEMPLE STREET MUSIC VENUE
Location: 11 TEMPLE ST, PORTLAND, ME 04101-4011
Owner: KENNETH B BELL
Owner Address: 372 BROADWAY APT 4, SOUTH PORTLAND, ME 04106-2951

Occupancy Type: Assembly Class >300 <1000
Secondary Use:
Use Layout: Separated Use
Supervised Sprinkler System
Monitored Fire Alarm with Voice Notification
Construction Mode: Renovation, Occupancy Change
Unprotected Noncombustable: Type II (000)
Final Number of Stories: 3

Permit Date: 02/03/2015 **Expiration Date:** 08/02/2015

Notes and additional requirements:
Main entrance exit to be maintained at 64 inches in clear width to comply with the remoteness provision permitted by NFPA 101, section 7.5.1.3.5.

John E Morris
COMMISSIONER OF PUBLIC SAFETY

Copy 2 - Architect

7648983.2

EXHIBIT C

TENANT'S SAMPLE MENU FOR DELI/RESTAURANT OPERAT

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Inspections Division
Approved with Conditions

Date: 07/02/15

H.O.M.E. Made

Light Snacks

Sriracha Hummus
Served with fresh vegetables and pita chips

Siracha Pickles
Fresh cucumbers pickled in house with Sriracha

Spicy Soppressata
Locally made spicy dry salami sliced thin

H.O.M.E. Marinated Olives
A variety of house marrinated olives

Sandwiches

H.O.M.E. Spice
Rare Roast Beef with our own Sriracha hummus red onion and cheddar

Our Muffuletta
Marinated olives, mortadella, salami, mozzarella, ham, and provolone

Humble Hummus
Sriracha Hummus, provolone, red peppers, red onion

Set list
All of our meats piled high on top of our Sriracha hummus

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Inspections Division
Approved with Conditions
Date: 07/02/15

GUARANTY For value received, and in consideration for, and as an induce enter into the foregoing Lease with Tenant, the undersigned unconditionally guaranty to Landlord the complete and due and every agreement, covenant, term, and condition of the Le by Tenant, including without limitation the full and punctual payment of all sums of money stated in the Lease to be payable by Tenant. The validity of this guaranty and the obligations of Guarantor shall not be terminated, affected, or impaired by reason of the granting by Landlord of any indulgences to Tenant. This guaranty shall remain and continue in full force and effect as to any renewal, amendment, modification, or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such renewal, amendment, modification or extension, consent, or notice of and to Guarantor not being required in any event. The liability of Guarantor under this guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may proceed against Guarantor and Tenant, jointly and severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant. Guarantor hereby waives notice of acceptance of this Guaranty by Landlord, notice of default by Tenant under the Lease, and all suretyship and guarantorship defenses generally. Failure of Landlord to insist upon strict performance or observance of any of the terms, provisions, or covenants of the Lease and/or this Guaranty or to exercise any right therein contained shall not be construed as a waiver or relinquishment or the failure of any such term, provisions, covenant, or rights, and the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the Lease and/or this Guaranty shall not be deemed a waiver of such breach. Further Guarantor covenants and agree that it shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected: (a) by the acceptance by Landlord of any security for the punctual and full payment of said rent or the punctual and full performance and observance of said Tenant obligations, or the release, surrender, substitution, or modification of any security from time to time held by Landlord, or by any act or omission to act by Landlord with respect to any such security; or (b) by any other matter whatsoever whereby Guarantor would or might be released, it being the intent hereof that Guarantor shall at all times be and remain jointly and severally liable with Tenant to Landlord for the performance of all the terms, conditions, and provisions in the Lease contained on the part of the Tenant to be performed. The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of Tenant or any creditors' receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of Tenant, or the estate of the Tenant in bankruptcy, or any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy or insolvency law, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or the transfer of the Lease or any interest therein by Tenant; (e) any disability or other

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Inspections Division
Approved with Conditions
Date: 07/02/15

defense of Tenant; or (f) the cessation from any cause whats
of Tenant. Guarantor further agrees to pay all costs,
attorneys' fees incurred or paid by Landlord in the enforcem
Guarantor hereby agrees that if any of their obligations hereu
be unenforceable, the remainder of this Guaranty and it
obligations other than those held unenforceable, shall not be affected thereby and shall remain in full force and effect. All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of Guarantor.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 23rd day of February, 2015.

GUARANTOR:

_____ _____

Ken Bell, individually Witness to Guarantor

Guarantor's home mailing address: 372 Broadway, South Portland, Maine 04106