

**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (GROSS/MODIFIED GROSS)**

1. PARTIES 10 Exchange, LLC with a mailing address of PO Box 4894, Portland, ME 04112 ("LANDLORD"), hereby leases to Gina Rourke d/b/a Nomia Botique with a mailing address of 10 Exchange St., Suite 15, Portland, ME 04101 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES The Premises are deemed to contain 650 +/- square feet. The Premises are located at Second Floor, 10 Exchange St., Suite 215, Portland, ME, together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.

3. TERM The term of this lease shall be for One Year, unless sooner terminated as herein provided, commencing on November 1, 2003 and ending on October 31, 2004.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Month(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$0</u>	<u>\$ 0</u>
<u>2-12</u>	<u>\$ 7,800.00</u>	<u>\$ 650.00</u>

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: PO Box 4894, Portland, ME 04112. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION So long as TENANT is not currently in default, nor has been in default of this lease more than once during the term hereof, has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for Four (4) One-year options to renew. In order to exercise TENANT's option, TENANT shall Notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before Ninety (90) days prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$8,040.00</u>	<u>\$676.00</u>
<u>2</u>	<u>\$8,280.00</u>	<u>\$690.00</u>
<u>3</u>	<u>\$8,532.00</u>	<u>\$711.00</u>
<u>4</u>	<u>\$8,784.00</u>	<u>\$732.00</u>

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Six Hundred Fifty and No/100 Dollars (-\$ 650.00), which shall be held as a security for the Tenant's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. RENT ADJUSTMENT In any tax year commencing with the fiscal year 2003, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2003 (hereinafter called the "Base Year"), TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, Four per cent (4%) of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this lease commences or ends. If the 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 the TENANT.

A. TAX ESCALATION

B. OPERATING COST ESCALATION The TENANT shall pay to the LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, Four percent (4%) of any increase in any insurance carried by LANDLORD related to the building over those incurred during the calendar year 2003. 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 the TENANT's share of the same. The TENANT shall, within thirty (30) days after such delivery, pay the TENANT's share to the LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT's share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. UTILITIES The TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively and all charges for telephone and other communication systems used at, and supplied to, the leased premises. The LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the leased premises and common areas of the

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

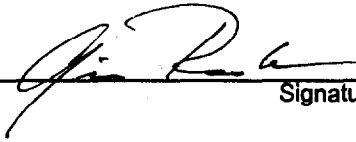

29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than CB Richard Ellis/The Boulos Company ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

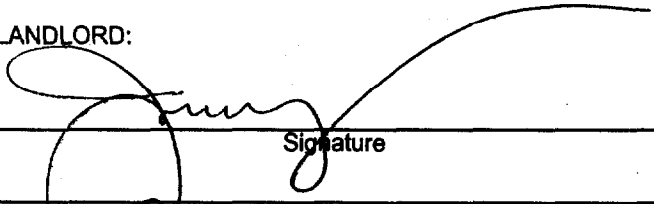
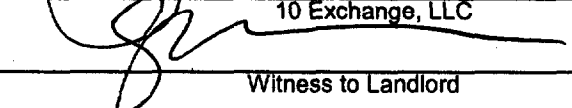
DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT:

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Gina Bourke d/b/a Nomia Botique  
\_\_\_\_\_  
  
Witness to Tenant

LANDLORD:

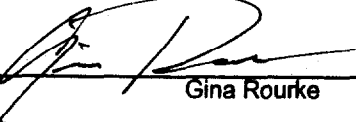
  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
10 Exchange, LLC  
\_\_\_\_\_  
  
Witness to Landlord


GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, Gina Bourke ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder 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, modification, or extension of the lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action that shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. 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 27<sup>th</sup> day of October 2003.

GUARANTOR:

  
\_\_\_\_\_  
Gina Bourke  
\_\_\_\_\_  
NAME/TITLE

  
\_\_\_\_\_  
Witness to Guarantor

Form MM-2 Rev. 10/95  
Maine Commercial Association of REALTORS®,  
PO Box 1327  
Wells, Maine 04090