

**SUBLEASE**

**THIS SUBLEASE** is made and entered into this \_\_\_\_ day of September, 2016 by and between Street & Co, a Maine corporation (“Sublandlord”), having an office at 72 Commercial Street, Suite 5, Portland, ME 04101 and Melinda Bickford (“Subtenant”) having an office located at 424 Fore Street, Second Floor, Portland, ME 04101.

**WITNESSETH**

**WHEREAS**, Soletsky LLC, a Maine corporation (“Prime Landlord”), as landlord and Sublandlord, as tenant, have entered into that certain Lease dated October 1, 2003, a copy of which is attached hereto as Exhibit A (the Lease, together with all amendments, modifications, riders and extensions thereof, is referred to herein as the “Prime Lease”), covering the Second floor(s), having approximately 953 rentable square feet in the property commonly known as 424 Fore Street, as more particularly described in the Prime Lease (the “Prime Space”); and

**WHEREAS**, Subtenant desires to sublease from Sublandlord, and Sublandlord desires to sublease to Subtenant, that portion of the Prime Space located on the Second floor, suite 2A and containing approximately 953 rentable square feet, as depicted on Exhibit B attached hereto (the “Premises”), upon the terms and conditions contained in this Sublease.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth in this Sublease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. Incorporation of Prime Lease                      All of the terms of the Prime Lease are hereby incorporated into this Sublease and shall, as between Sublandlord and Subtenant (as if they were the Landlord and Tenant, respectively, under the Prime Lease) constitute the terms of this Sublease, except with respect to the amounts of Base Rent and Security Deposit. Security Deposit to be \$933.15.
  
2. Demise of Premises: Term                      Sublandlord hereby leases to Subtenant and Subtenant hereby accepts from Sublandlord the Premises for a term (the “Term”) commencing, October 1, 2016 or date of occupancy, whichever is later, the “Commencement Date”) and ending September 30, 2019, unless sooner terminated as provided herein.
  
3. Rent    Upon the Commencement Date, Subtenant agrees to pay rent to Sublandlord at its office located at 72 Commercial Street Suite 5, Portland, ME 04101 or to such other place as Sublandlord from time to time designates in a written notice to Subtenant, with Subtenant’s check, or in coin or currency which at the time of the payment is legal tender for the payment of public and private debts in the United States of America, the aggregate of the following:

**A. Base Rent.** Subtenant shall pay Sublandlord as the monthly base rent ("Base Rent") during the Term in the amount of \$933.15 payable in advance on the first day of each calendar month during the Term. Years 2 and 3 will have a 2.5% escalation over the base year.

4. Use

Subtenant shall use and occupy the Premises only for a highend yarn shop.

5. Sublandlord  
and  
Subtenant's  
Covenants

Subtenant represents and warrants that it has read the Prime Lease. Subtenant agrees that it will not do anything which would constitute a default under the Prime Lease with respect to the Premises. Sublandlord represents and warrants that the Prime Lease is valid and existing and there are no uncured defaults on the part of Prime Landlord or Sublandlord with respect thereto. Sublandlord agrees that Sublandlord will not enter into any modification, termination or other agreement or take or omit to take any action with respect to the Prime Lease that would prevent or adversely affect the use by Subtenant of the Premises in accordance with the terms of this Sublease or increase the obligations of Subtenant hereunder. Sublandlord agrees to duly observe and perform all of its obligations as lessee under the Prime Lease as and when due, (including, without limitation, the payment of all rent, charges, operating expenses, assessments and other costs required to be paid by Sublandlord under the Prime Lease) except to the extent expressly to be performed by Subtenant with respect to the Premises pursuant to the terms of this Sublease. Sublandlord agrees to use its reasonable best efforts to assure performance by Prime Landlord of its obligations under the Prime Lease.

6. Condition  
& Maintenance  
of Premises

Subtenant subleases the Premises from Sublandlord in "as is" condition. Any repair and maintenance obligations with respect to the Premises which are the responsibility of Sublandlord under the Prime Lease shall be performed by Subtenant at Subtenant's cost, except that Subtenant shall be obligated to reimburse Sublandlord for the cost of repairing any damage to the Premises caused by the negligence or the acts or omissions of Subtenant or its employees, agents, representatives or permitted assigns.

Notwithstanding anything to the contrary herein, in no event shall Subtenant be responsible for the correction or repair of any of the following conditions in the subleased Premises: (i) any latent defects in the Subleased Premises; or (ii) any condition, dilapidation or defect of which Sublandlord has actual or constructive knowledge prior to the commencement of the term of the Sublease.

Notwithstanding anything to the contrary herein, in no event shall Subtenant have any obligation to make any modification or alteration to the Subleased Premises necessary to comply with any laws, excepting only these laws pertaining to: (i) Subtenant's personal property; or (ii) modifications made to the interior of the Subleased Premises by Subtenant. To the extent that the Lease requires Tenant to undertake repair, modifications or alterations to the Sublease Premises which Subtenant is not required to perform pursuant to the Sublease, Subtenant shall permit Tenant or its contractors to enter the Sublease Premises for the purpose of performing such work.

7. Termination  
of Prime Lease

If the Prime Lease is terminated for any reason, this Sublease shall terminate simultaneously and, if such termination is not the result of Sublandlord's default under the Prime Lease, Sublandlord shall have no further obligation or liability to Subtenant.

8. Notices

Any notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated on page one hereof, or such other address designated by a party by written notice hereunder.

9. Quiet Enjoyment

So long as Subtenant shall observe and perform the covenants and agreements of Subtenant under this Sublease, Sublandlord covenants that Subtenant shall peaceably and quietly have, hold, possess and enjoy the Premises during the Term, subject to the terms hereof.

10. Broker

Each party represents and warrants to the other that he has had no dealings with any real estate broker, finder or other person with respect to this Sublease, except for Malone Commercial Brokers, Inc. (the "Broker"). Sublessor hereby agrees to pay in full to the Broker, at no cost to the Sublessee, the ordinary and customary real estate commission or fee normally charged in this type of sublease transaction (or the fee or commission provided in Sublandlord's contract with the Broker). Each party agrees to indemnify, defend, and hold the other harmless from and against all claims for broker's commission or finder's fees in breach of the foregoing applicable representations and warranties.

11. Relationship  
between  
Parties

The relationship between Sublandlord and Subtenant is solely that of landlord and tenant, and is not and never shall be deemed a partnership, agency or joint venture relationship.

12.

This Sublease contains the entire agreement and understanding

Miscellaneous

between the parties hereto with respect to the Premises. This Sublease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall not be amended, except by instrument, in writing, subscribed by the party sought to be charged therewith. This Sublease shall be interpreted and governed by the laws of the State of Maine.

13. Consent to Sublease by Prime Landlord

Subtenant's obligations under this Sublease are subject to the condition that Sublandlord obtain from the Prime Landlord a written consent to this Sublease (the "Consent"). Sublandlord and Subtenant agree promptly to countersign the Consent.

14. Attorneys' Fees.

In the event of any litigation or other proceeding brought by one party against the other party to enforce the terms of this Sublease or to recover any sums due pursuant to the terms hereof, all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party therein shall be paid by the other party upon demand, which obligation on the part of the other party shall survive termination of this Sublease.

15. Indemnity

Subtenant shall indemnify and hold Sublandlord and Prime Landlord harmless from and against any liabilities, costs, claims, suits, causes of action, fines, penalties, judgments, losses, damages or expenses of any nature whatsoever (including all reasonable attorneys' fees and expenses resulting from or in connection with (i) any default or breach of Subtenant under this Sublease or the forfeiture of the Prime Lease by Subtenant; (ii) any injury to, or the death of, any person, or any damage to property on the Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (iii) violation by Subtenant of any contract or agreement to which Subtenant is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any negligence or tortious act or omission on the part of Subtenant or any of its agents, contractors, licensees, or invitees. In case any action, suit, or proceeding is brought against Sublandlord or Prime Landlord by reason of any occurrence herein described, Subtenant will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Sublandlord or Prime Landlord. It is hereby understood and agreed that the termination of this Sublease, and/or the Prime Lease, including any extensions thereof, shall not affect Subtenant's obligation as an indemnitor hereunder and same shall

survive said terminations.

Notwithstanding anything to the contrary in this Sublease, in no event shall Subtenant be obligated to indemnify or defend Sublandlord or Prime Landlord against the consequences or the negligent or intentional acts or omissions of Sublandlord or Prime Landlord or Sublandlord's or Prime Landlord's agents, contractors, employees or representatives. Sublandlord and Prime Landlord shall indemnify, hold harmless and defend Subtenant from and against any and all claims, losses, liabilities, costs, damages and reasonable attorneys' fees arising from or related to Sublandlord's or Prime Landlord's use of the Master Leased Premises, arising from or related to any activity, work or thing done, permitted or suffered by Sublandlord or Prime Landlord in or about the Master Leased Premises, or arising from or related to any negligence of Sublandlord or Prime Landlord or any of Sublandlord's or Prime Landlord's agents, contractors, employees or representatives.

16. Exclusion  
from  
Master  
Lease

Notwithstanding the foregoing provisions of this Section 4 to the contrary, Subtenant shall not be responsible for, nor does it assume liability with respect to, any obligation under the Master Lease that accrues prior to the date the Subleased Premises are delivered to Subtenant.

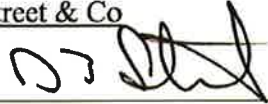
17. Status of  
Prime  
Lease

Sublandlord represents and warrants to Subtenant that (i) the Prime Lease is in full force and effect, and neither Sublandlord nor Prime Landlord is in default thereunder, (ii) no notices of any default have been given by either Prime Landlord or Sublandlord to the other, and (iii) the copy of the Prime Lease attached to this Sublease is a true, accurate and complete copy of such document, and, except as set forth, remains unmodified.

**IN WITNESS THEREOF**, the parties have executed this Sublease as of the date and year first above written.

**SUBLANDLORD:**

Street & Co



9 15 16

Signature

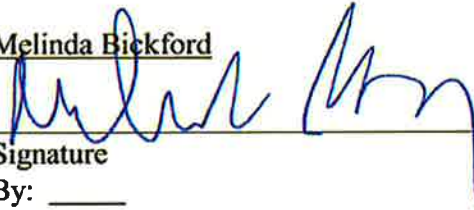
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUBTENANT:**

Melinda Bickford



9/9/16

Signature

Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSENT OF MASTER LANDLORD**

Without waiving its rights under the above referenced Prime Lease to approve further assignment and subletting, the undersigned (referred to above as "Master Landlord"), as landlord under the Prime Lease, hereby consents to the above sublease and agrees to be bound to its terms to the extent applicable to the undersigned. Master Landlord agrees, for the benefit of Subtenant, to simultaneously send to Subtenant a copy of each notice and demand sent to Sublandlord. Master Landlord represents and warrants to Subtenant that (i) the Prime Lease is in full force and effect, and neither Sublandlord nor Master Landlord is in default thereunder, (ii) no notices or any default have been given by either Master Landlord or Sublandlord to the other, and (iii) the copy of the Prime Lease attached to this Sublease is a true, accurate and complete copy of such document, and, except as set forth, remains unmodified.

MASTER LANDLORD:

Soletsky LLC

\_\_\_\_\_  
Signature

By: J. T. Soletsky

Its: Authorized Representative

Date of Execution: 9/19/16

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date of Execution: \_\_\_\_\_