

## LEASE AGREEMENT

### ARTICLE I - PREMISES

1.01 Six City Center, LLC, a Maine limited liability corporation, with a place of business at c/o Paragon Management, LLC, PO Box 17536, Portland, Maine 04112 (hereinafter called "Lessor"), hereby leases unto H&E PAINT NAIL BAR LLC, a Maine limited liability company with a place of business at 15 Cornerstone Drive, Falmouth ME 04105 (hereinafter called "Lessee" and, collectively with Lessor, the "Parties"), and Lessee hereby takes the following described premises:

The portion of the 1<sup>st</sup> floor of the front of the building along Free Street now known as Suite 106, at 6 City Center, Portland, Maine (the "Building"), on the plan attached, which plan is made a part hereof and marked Exhibit A (the "Premises"). Said Premises shall be used by Lessee as a high end nail salon with Lessee paid fit-up consistent with the quality of the images in Exhibit C hereof, and for purposes related and ancillary thereto, and shall not be used for any other purpose or purposes and shall be deemed to contain 1,580+/- interior rentable square feet, together with the right to use in common, with others entitled thereto, the stairways and sidewalks necessary for access to said Premises. The Premises does not include the basement space directly below the Premises or the stairway thereto. Notwithstanding anything herein to the contrary, Lessee shall have reasonable access to the basement of the Building in the event of natural gas, electrical, water or sewer problems that are mechanical in nature and that could cause the temporary or permanent cessation of Lessee's operations for the purpose of assessment and/or emergency repair. The Premises are accepted in "as is" condition except if specifically set forth to the contrary in Exhibit B in this Lease.

### ARTICLE II - TERM

2.01 TO HAVE AND TO HOLD said Premises for a term commencing on February 1, 2018 and ending January 15, 2023, unless sooner terminated as herein provided.

2.02 The Rent Commencement Date shall be May 1, 2018.

2.03 Lessee shall have one (1) option to renew this Lease, for a five (5) year term, on the same terms and conditions stated herein. The renewal period Base Rent in the first year of such renewal term shall be set at the then market rent for comparable space, but no less than the prior year's Base Rent. After the first year of the renewal term, the Base Rent shall increase by 2.0% above the prior year's Base Rent. Lessee shall notify Lessor in writing of its intention to exercise its renewal option on or before nine (9) months prior to the end of the initial lease term. If Lessee does not notify Lessor of its intent to renew the Lease by such date, Lessee shall be deemed to have waived its option to renew this Lease.

### ARTICLE III - RENT AND SECURITY DEPOSIT

3.01 Lessee shall pay to Lessor Modified Gross Rent with a Base Rent at the following rate for the Leased Premises:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
02/01/18-04/30/18		\$0.00
05/01/18-12/31/18	\$26,392.50	\$3,105.00
01/01/19-12/31/19	\$38,004.00	\$3,167.00
01/01/20-12/31/20	\$38,760.00	\$3,230.00
01/01/21-12/31/21	\$39,528.00	\$3,294.00
01/01/22-12/31/22	\$40,320.00	\$3,360.00
01/01/23-01/15/23	\$ 1,680.00	\$1,680.00

Payment of monthly rent is to be made in advance on the first day of each month during the term hereof without notice, setoff or demand and shall be made payable to Six City Center, LLC. All payments are to be mailed to Lessor at c/o Paragon Management, LLC, PO Box 17536, Portland, Maine 04112 or to such agent and at such place as Lessor shall from time to time in writing designate.

In addition to the Base Rent, Lessee shall monthly pay to Lessor its proportional share of 7.46% of any increase, if any, in Lessor's operating expenses for the Building over those incurred during the base year of this Lease. The base year shall be the calendar year 2018. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the common areas and aspects 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 (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "Building"). 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 common areas of the Building, (ii) all costs of any insurance or security services carried by Lessor related to the Building, (iii) all costs of common area cleaning and janitorial services, (iv) all costs of maintaining the Building including the operation and repair of common area heating and air-conditioning equipment and any other common Building equipment, non-capital (defined as a repair or improvement having a useful of life greater than five (5) years or exceeding \$10,000.00) roof repairs and all other non-capital repairs, improvements 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) real estate taxes and all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by Lessor. This increase shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year after the first year term of this Lease Lessee shall make monthly estimated payments to Lessor, as additional rent, for Lessee'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 Lessee's annualized share of Lessor's projected increases for the current year. After the end of each calendar year, Lessor shall deliver to Lessee a statement showing the amount of such increases and also showing the Lessee's share of the same. The Lessee shall, within thirty (30) days after such delivery, pay the Lessee's share to the Lessor, as additional rent, less any estimated payments. If the estimated payments exceed Lessee's share, then the excess shall be applied to the next year's monthly payments or refunded to Lessee, at Lessee's option.

Notwithstanding anything to the contrary set forth above, the following costs shall not be included as part of the operating expenses to be paid by Lessee: (A) any charges for depreciation or amortization, except to the extent provided for herein above; (B) any costs for which Lessor actually is reimbursed by proceeds of insurance or condemnation or by any other third party source; (C) all costs of leasing, including attorneys' fees, leasing commissions, space planning, buy-outs, contributions and tenant improvement expenses, and all expenses incurred by Lessor to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants (the foregoing, however, shall not relieve Lessee of any obligation to pay the expenses of Lessor to enforce Lessee's obligations under this Lease); (D) all interest, principal, points, fees and other costs associated with any debt encumbering all or any portion of the Building, (E) all expenses relating to the replacement of any item repaired or replaced under warranty; (F) any penalty or fine incurred by Lessor due to Lessor's violation of any law, ordinance or regulation; (G) any interest or penalties assessed against Lessor for late payment by Lessor of any of the operating costs; (H) salaries of Lessor's employees except to the extent they are directly attributable to the property; (I) repair and/or replacement of any construction defects or design defects in the Building that are covered by warranty or insurance; (J) advertising, marketing and promotional expenses; (K) the cost of cleanup/remediation of any hazardous waste or hazardous substance, and all other costs of complying with any environmental law, ordinance, regulation, decree or order (other than any cleanup, compliance action or remediation necessitated by the activities of Lessee); (L) if any service or good is provided by an affiliate or subsidiary of Lessor, the cost for such service or good to the extent they exceed the reasonable and customary cost charged by an independent third party performing the same services or providing the same goods; and (M) any costs associated with bringing the Building and Premises up to any municipal, state or federal code, including, but not limited to ADA compliance, lead and asbestos abatement and/or mitigation.

Notwithstanding anything to the contrary contained in this Lease or any other agreement between Lessee and Lessor, Lessee will not be liable in any manner whatsoever for any such deficiency in operating expenses or deficiency in other charges of any type under this Lease unless such amounts are invoiced by Lessor to Lessee within twelve (12) months of the year with respect to which such charges apply.

Lessor will keep all records showing all expenditures incurred as operating expenses for the Premises for each calendar year for a period of two (2) years following each year, and such records will be made available for inspection and photocopying by Lessee and/or its agents at

any time during ordinary business hours at Lessor's local office. If Lessee discovers any irregular, improper, or other charges determined to be calculated in error, said irregular, improper or erroneous charges will be corrected immediately by Lessor, and Lessee will receive a credit toward the next ensuing Rent payment due under the Lease for any overpayments made by Lessee. Lessee acknowledges and agrees that it is a condition of Lessee's right to conduct any audit pursuant to the foregoing that Lessee, before the commencement of such audit, Lessee will execute a confidentiality agreement wherein Lessee will agree to keep confidential and not disclose to any other party the results of any such audit.

3.02 Lessee shall reimburse Lessor on demand for the amount by which Lessee's particular use of the Premises causes Lessor's insurance premiums to be higher than they would otherwise be if the Premises were used for a typical retail establishment in Portland, Maine.

3.03 If Lessee does not pay Base Rent and additional rents or other fees and charges within seven (7) days of when such payment becomes due pursuant to the terms of this Lease, then Lessor, 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 Lessee fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due Lessor each month in addition to the total rents and fees then due.

3.04 Lessor acknowledges that it is holding Three Thousand One Hundred Five Dollars and Zero Cents, (\$3,105.00) as security for the full and faithful performance and observance by Lessee of all covenants and conditions on Lessee's part to be performed and observed in accordance with this Lease and all extensions and renewals thereof. If Lessee defaults with respect to any of the terms, provisions, covenants of this Lease, including but not limited to payment of Base Rent and additional rent, Lessor may, but shall not be required to, use, apply or retain the whole or any part of security for the payment of any rents in default or for any other sum which Lessor may rightfully expend or be required to expend by reason of Lessee's default, including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Lessor. If Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security deposit, or any balance thereof, shall be returned to Lessee within thirty (30) days after the latter of the expiration of this Lease, or, except as might otherwise be agreed to pursuant to the provisions of this Lease, the removal by Lessee of its personal property, and the surrender of the Premises to Lessor. Whenever and as often as the amount of the security deposit held by Lessor shall be diminished by Lessor's application thereof, Lessee shall, within ten (10) business days after Lessor's request therefor, deposit additional money with Lessor sufficient to restore the security to its original amount. Lessee shall not be entitled to any interest on the aforesaid security, which may be held by Lessor in a checking account, and may be commingled with any funds belonging to Lessor provided, however, that during all such times as Lessee is not in default, in no event shall the total balance of funds in any account containing the deposit ever drop below the above amount. In the absence of evidence satisfactory to Lessor of an assignment of the right to receive the security, or the remaining balance thereof, Lessor may return the security to the original Lessee, regardless of one or more assignments of the Lease itself. In case of a sale or transfer of the fee of the Premises or Building, or any cessation of Lessor's interest therein, whether in whole or in part, Lessor shall pay over any unapplied

security to the succeeding owner of the Premises or Building, and from and after such payment Lessor shall be relieved of all liability with respect thereto. The provisions of the preceding sentence shall apply to every subsequent sale or transfer of the fee of the Premises or Building, or any part thereof, and any successor Lessor shall, upon a sale, transfer, or other cessation of the interest of such successor in the Premises or Building, whether in whole or in part, pay over any unapplied part of said security to the successor owner of the Premises or building, and shall thereupon be relieved of all liability with respect thereto.

#### ARTICLE IV - LESSOR COVENANTS

4.01 Lessor shall furnish the following services:

(a) Snow removal and ice treatment not more frequently than once per day from all entryways and immediately adjacent sidewalks, to be supplemented by more frequent efforts by first floor lessees as required by paragraph 5.01(d) hereof.

(b) Water for ordinary drinking, cleaning, lavatory and toilet facilities.

(c) Cleaning and Janitor service in common areas, stairways and elevators.

(d) Maintenance and repair of the roof, exterior walls, windows (except ground floor windows), structure, those portions of the heating, plumbing and electrical systems which are not reasonably accessible from within the premises, and common areas and common facilities of the Building as necessary to maintain them, in good order and condition; provided, however, that any such maintenance or repairs made necessary by fault or neglect of the Lessee or the employees and visitors of the Lessee shall be at the expense of the Lessee and Lessee shall pay all costs thereof. If damage to windows on ground floor occurs from the exterior (e.g., a thrown brick) Lessee will not be liable for damages. Lessee shall be liable only for damages to windows caused from the interior of Lessee's space, or from the exterior if caused by Lessee's own conduct. Lessee will use reasonable efforts to promptly report to Lessor any defective condition actually known to Lessee that Lessee believes Lessor is required to repair. Within this Lease Agreement, the windows of the Demised Premises shall be considered ground floor windows.

4.02 Lessor shall not be liable to anyone for interruption in or cessation of any service rendered to the Premises or Building or agreed to by the terms of this Lease, due to any accident, the making of repairs, alterations or improvements, labor difficulties, unavailability of fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or any other cause other than Lessor's gross negligence or willful misconduct; except to the extent that the liability of the Lessor is insured by virtue of a general comprehensive Lessor public liability insurance policy, which the Lessor agrees to maintain on the building.

4.03 So long as the Lessee shall observe and perform the covenants and agreements binding on it hereunder, the Lessee shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Lessor subject to the terms and provisions hereof.

4.04 Notwithstanding anything to the contrary elsewhere in this Lease, in the event that Lessor has not, within thirty (30) days after written notice from Lessee to Lessor, commenced any reasonably required repair, maintenance, or replacement or discharged such other obligation with respect to the Premises or the Building for which Lessor is responsible under this Lease, and/or has not prosecuted such obligation, repair, maintenance or replacement diligently to completion, then Lessee will have the option, but not the obligation, to satisfy such repair, maintenance or replacement, or to discharge such obligation on behalf of Lessor at the time and to the degree as reasonably determined by Lessee, in which case Lessor shall reimburse Lessee for any reasonable amounts so expended by Lessee in this regard within thirty (30) days after Lessor's receipt of an invoice (in reasonable detail) from Lessee. This option by Lessee will be in addition to and not in lieu of any other rights of Lessee. Lessee shall not require any advance authorization to make emergency repairs of any reasonable kind or nature, but shall endeavor to notify Lessor as promptly as possible of emergency circumstances. If Lessor shall neglect to make payment for reimbursement within the time provided herein, Lessee may withhold such amounts from the rent until fully reimbursed.

#### ARTICLE V - LESSEE COVENANTS

5.01 Lessee shall be deemed to acknowledge by entry thereupon that said Premises are in then good and satisfactory order, repair and condition except as noted by Lessee to Lessor prior to the date hereof, and covenants during said term and further time as the Lessee holds any part of said Premises:

(a) To pay, when due, all Rent and other charges set forth herein; all charges for electricity, telephone and cable used at, and supplied to, the Premises, other separately metered utilities and other utilities not provided by Lessor. Although Lessee shall not pay Base Rent or Additional Rent for the period January 15, 2018 through April 15, 2018, Lessee shall pay for all charges for electricity, telephone, cable and other such utility costs for the Leased Premises during the entire term of this Lease agreement.

(b) To keep said Premises, including interior nonstructural partitions and all lighting, electrical, plumbing, sewage, heating and air-conditioning equipment, odor control equipment, fixtures and facilities serving the Premises and located in or reasonably accessible from within the Premises, in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and at the termination of this Lease, peaceably to yield up said Premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If Lessor in writing permits Lessee to leave any such goods and chattels at the Premises, and the Lessee does so, Lessee shall have no further claims and rights in such good and chattels as against the Lessor or those claiming by, through or under the Lessor. Except as provided in paragraph 4.01 herein, if Lessee has leased ground floor space, Lessee shall keep all plate glass windows in good repair and condition and carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed from the interior.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any auction sale, flammable fluids, chemicals, acrylic nail polish, nuisance, objectionable noise from within the premises, or objectionable odor (it being acknowledged that Lessee's permitted use as a high end nail salon will generate odors within the Premises which are permitted within the premises, provided, however, that under no circumstances shall Lessee be allowed to release any such odors from the Premises into other portions of the Building); not to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building.

(d) Not to obstruct in any manner any portion of the Building not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors; and to supplement Lessor's once per day snow removal and ice treatment as necessary to keep the sidewalks and entryways reasonably free and clear of snow and ice outside the Premises; and to conform to all reasonable rules and security regulations now or hereafter made by Lessor for the care and use of said Premises, the Building, its facilities and approaches.

(e) Other than the initial fit-up of the Premises by Lessee according to the plans and specifications which shall be provided to and approved by Lessor in advance of any such fit-up, not to make any further alterations or additions, nor to permit the making of any holes in any part of said Building, nor to paint or place any drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of said Premises, that is, from outdoors or from any corridor or other common area within the Building, nor to permit anyone except the Lessee to use any part of the Premises for retail space or for other occupancy privileges without on each occasion obtaining prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee agrees that of its work and that of its agents shall be completed in compliance with applicable state and municipal building codes and regulations, and that Lessee is responsible for determining all zoning information and securing all necessary and required permits, licenses and approvals for its proposed use of the Premises. Lessee acknowledges that Lessor may approve and permit the first floor lessees from time to time to erect and maintain signs on or about the Building which are visible from outdoors and that the Lessor may from time to time erect and maintain signs to identify the Building; provided, however, that no such signs shall obstruct any window of the Premises. Any signs approved by Lessor shall be installed and maintained at Lessee's sole expense. Lessee has the permission to have limited and reasonable signs and displays in Lessee's windows, provided the same comply with all laws, ordinances and regulations.

(f) Not to move any safe, heavy equipment, freight, bulky matter or heavy fixtures in or out of the Building except at such times and in such manner as Lessor shall designate after written request from Lessee; and to place and maintain business machines and mechanical equipment in such settings as will most effectively reduce noise and vibration.

(g) Not to place a load upon any floor of the Premises in excess of 150 pounds live load per square foot or in violation of what is allowed by law.

(h) To save Lessor harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Premises, except to the extent it is the result of the negligence or intentional misconduct of Lessor, and to any persons or property anywhere occasioned by an omission, neglect or default of Lessee or of employees, agents or visitors of Lessee.

(j) To insure Lessor and Lessee, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Lessor shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge.

(k) To keep in full force and effect a policy of general public liability insurance covering the Premises. The policy shall: (i) contain limits of liability not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence for bodily injury or death and \$300,000.00 for damage to property; (ii) be with such insurance company or companies as the Lessor may reasonable approve; (iii) contain a provision requiring that written notice be given to Lessor not less than thirty (30) days prior to the cancellation, expiration or alteration of the policy; and (iv) name Lessor, Lessee, Paragon Management, LLC and Bellport Management LLC as Insureds, as their interests appear. Lessee agrees to deliver certificates of such insurance to Lessor at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy or within ten (10) days of written notice from Lessor, whichever is longer.

(l) That, without limitation of any other provision herein, except for injuries to any person or damages to property arising out of or relating to the negligence or misconduct of Lessor, or the failure of Lessor to comply with its obligations under this Lease, the Lessor and its agents and employees shall not be liable for any injuries to any person or damages to property due to the Building or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Building or the Premises or due to any act or neglect of any tenant of the Building or of any employee or visitor of Lessee. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the premises, whether owned by the Lessee or others. Lessor shall maintain, at all times during the term of this Lease, a public liability insurance policy in reasonable and customary amounts, provided however, that in no event shall the policy limits for any casualty or comprehensive policy be less than the replacement cost of the Building.

(m) To hold all property of Lessee, including fixtures, furniture, equipment and the like of the Lessee, or of any owner situated at the Premises, at Lessee's own risk, and hereby releases Lessor from any liability, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said Premises by Lessee.



(n) To permit Lessor or its agents to examine the Premises at reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, and, if Lessor shall so elect, to make any repairs, renovations or additions Lessor may deem necessary and, at Lessee's expense, to remove any alterations, additions, signs, displays, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing.

(o) That at reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, the Lessor may enter the Premises to install, maintain, use, repair and replace pipes, ducts, wires, meters, and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and to serve other parts of said Building.

(p) At reasonable times, upon reasonable advance notice and in such a manner as to not unreasonably interrupt Lessee's business operations, to permit Lessor at any time or times to decorate and to make, at its own expense, repairs, alterations, renovations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Lessor agreeing, however, that it will carry out such work in a manner which will cause Lessee minimum inconvenience.

(q) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Lessee to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Lessee has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Lessor's title or interest in the Building, the Premises, or any portion thereof.

(r) That Lessee shall not remove any of its fixtures from the Premises at any time that Lessee is in default under any of the terms of this Lease.

(s) To keep the Premises equipped with all safety appliances required by law or any public authority or by Lessor's insurance carrier because of the use made by the Lessee of the premises. For instance, a restaurant use would require an "Ansel system" in the area of kitchen fryolators or grills.

(t) Not to knowingly permit any employee or agent of Lessee to violate any covenant or obligation of the Lessee hereunder, including not permitting any employee or agent to damage or glue anything to the vintage wood flooring or cut holes in the wood flooring of the leased premises for plumbing installation or other purpose unless such holes are drilled in a straight line which affect only one floor board on each long side of the floor and consist of round holes which can be plugged in the future with the wood cut from such floor board. Lessee shall meet with Lessor or Lessor's agent prior to cutting such holes for Lessor's review and approval after which Lessee shall provide the round pieces of cut wood to Lessor for storage.

(u) To pay Lessor's expenses, including reasonable attorney's fees, incurred in enforcing any material obligation of this Lease which has not been materially complied with.

(v) That the rights and remedies to which the Lessor may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Lessor may be properly entitled in case of any breach or threatened breach by Lessee of any portion of the Lease. In addition to the other remedies in this Lease provided, Lessor shall be entitled to restrain by injunction the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

(w) That without limitation of anything elsewhere herein contained, the Lessor may,

(i) designate and change the name and street address of the Building; provided, however, that the Lessor shall first give reasonable notice thereof to the Lessee;

(ii) retain and use in appropriate instances keys to all doors within and into the Premises and to change the locks to the Premises if Lessor deems it reasonably advisable and after providing reasonable advance notice to Lessee. No lock shall be changed by Lessee without the prior written consent of Lessor or without using the locksmith used by Lessor for the building;

(iii) during the last ninety (90) days of the term, if during or prior to that time the Lessee vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy, provided that the same is completed upon reasonable advance notice to Lessee and in a manner that does not unreasonably interfere with Lessee's business operations, without affecting Lessee's obligation to pay Rent for the Premises;

(iv) on reasonable prior notice to the Lessee and in a manner that does not unreasonably interfere with the Lessee's business operations, to show the Premises to prospective tenants during the last nine (9) months of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term; and

(v) enter upon the Premises and exercise any and all of Lessor's rights provided hereunder or under applicable law without being deemed guilty of an eviction or disturbance or Lessee's use or possession and without being liable in any manner to Lessee.

## ARTICLE VI - ASSIGNMENT AND SUBLETTING

6.01 Lessee shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used by others, without Lessor's prior express written consent in each instance, which consent shall be solely at Lessor's discretion, provided such consent is not unreasonably withheld, conditioned or delayed. Any sublet or assignment of the Lease by Lessee shall only be to a tenant of a similar quality to

Lessee and one which is compatible to the building and its other Lessees. In any case where Lessor shall consent to an assignment or subletting, Lessee named herein, and any guarantor of Lessee's obligations, shall remain fully liable for the obligations of Lessee hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease, and shall not be released from performing any of its terms, covenants and conditions.

## ARTICLE VII - SUBORDINATION

7.01 This Lease and Lessee's rights hereunder are and shall be subordinate to any mortgage deeds of trust and other instruments in the nature of a mortgage placed upon the Premises by Lessor. Lessee agrees, if required by the mortgagee, to agree not to prepay Rent more than thirty (30) days in advance, to provide, at Lessor's cost, said mortgagee with notice of and reasonable opportunity to cure any defaults by Lessor, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Lessee by the terms of which such holder agrees not to disturb the Lessee in its possession of the Premises so long as Lessee continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Lessee as Lessee of the Premises under the terms and conditions of this Lease. Lessee agrees, upon request, to recognize such holder or any other person acquiring title to the Premises as having the rights of the Lessor and to attorn to said holder or other person if requested. Lessee and Lessor agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

7.02 At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee, within twenty (20) days of the date of such written request, agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form satisfactory to Lessor and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying (if true) that Lessee is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying (if true) that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated; (v) certifying (if true) that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of the Lease by Lessor, or stating the defaults and/or defenses claimed by Lessee; (vi) reciting the amount of advance rent, if any, paid by Lessee and the date to which such Rent has been paid, and agreeing not to prepay Rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with Lessor, if any; and (viii) any other information which Lessor or the mortgagee shall reasonably require.

7.03 Promptly at the prior request of Lessor or the holder of any mortgage on the Premises or any lessor under any ground or underlying lease (hereinafter referred to as a "Mortgagee"), instruments evidencing such subordination as the Lessor or such Mortgagee shall deem necessary or desirable, and, upon reasonable request of such Mortgagee, attorn to such Mortgagee and recognize such Mortgagee as Lessor under all the terms and provisions of this Lease except as such Mortgagee shall not be (i) liable for any act or omission of any prior lessor, or (ii) subject to any offsets or defense that Lessee might have against any prior lessor, or (iii)

bound by any rent or other sums payable hereunder that Lessee might have paid for more than one month in advance to any prior lessor, or (iv) bound by any amendment or modification of this Lease made without the consent of such Mortgagee.

7.04 After receiving written notice from any Mortgagee, Lessee shall be required to give to such Mortgagee the same default notices as are required to be given to Lessor under the terms of this Lease, but such notices may be given by Lessee to Lessor and such Mortgagee concurrently. It is further agreed that such Mortgagee shall have the right, but not the obligation, within 30 days after receipt of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before Lessee may take any action under this Lease by reason of such default and if necessary to cure such default, such Mortgagee shall have access to the Premises. Notice to such Mortgagee shall be sent to the address specified in the written notice from such Mortgagee to Lessee, or to such other address as may be designated in writing from time to time from such Mortgagee.

#### ARTICLE VIII - CASUALTY DAMAGE AND EMINENT DOMAIN

8.01 If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Lessor and Lessee, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Lessor or Lessee which election may be made whether or not Lessor's entire interest has been divested; and if neither party shall so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, a just proportion of said Rent according to the nature and extent of the injury shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Lessor reserves the right to refuse abatement of rent if an act or omission of Lessee prevents Lessor from collecting proceeds. As to eminent domain proceeds or awards, Lessor reserves and excepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Lessee grants to Lessor all Lessee's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Lessor may from time to time request. Lessor or Lessee shall give the other notice of its decision to terminate this Lease or (in Lessor's case) to restore said Premises within ninety (90) days after any occurrence giving rise to the right to so terminate or restore. Notwithstanding anything to the contrary, Lessor's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Lessor for such use.

#### ARTICLE IX - LESSEE DEFAULT

9.01 If Lessee shall neglect or fail to make any rental payment within fourteen (14) days after its due date, or if Lessee shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Lessee's covenants within thirty (30) days after date of notice of such default by Lessor or shorter period if emergency or if violation of negative covenant, or if the Lessee, having commenced to cure a default within the thirty (30) day period but said default could not reasonably have been cured within said thirty (30) day period but can be cured, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Lessee's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Lessee's property, or if Lessee commits any act of bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Lessee under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed, then, and in any of said cases, Lessor may immediately or at any time thereafter serve a written notice on the Lessee that the Lessor elects to terminate this Lease, or Lessor lawfully may, without further demand or notice, re-enter and take possession of the Premises or any part, without terminating this Lease, and expel Lessee and the claiming through or under Lessee, and remove effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies and Lessee shall remain liable for its obligations under this Lease. Should Lessor elect to re-enter as provided in this Section 9.01, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may, from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rent or rentals and upon such other conditions as Lessor may deem advisable, with the right to make alterations or repairs to the Premises. No such re-entry or repossession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of termination is given to Lessee by Lessor. No such re-entry or repossession of the Premises shall relieve Lessee of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, Lessor shall be entitled to the amount of the monthly rent and any other sums which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of reletting of the Premises after deducting all of Lessor's expenses in connection with such reletting. Lessee shall pay such amount to Lessor on the days on which the rent or other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Lessee be entitled to receive the excess, if any, of net rent collected by Lessor as a result of such reletting of the sums payable by Lessee to Lessor hereunder. The Lessor shall make reasonable effort to mitigate its damages and to secure a rental equal to the prevailing local rate for the Premises concerned; provided, however, that Lessor shall have no obligation to favor the Premises over other portions of the Building. In addition, Lessee agrees to pay to Lessor, as damages for any above described breach, all costs of reletting the Premises including real estate commissions, advertising costs, and attorney's fees.

#### ARTICLE X - HOLDING OVER

10.01 If the Lessee retains possession of the Premises or any part thereof after the termination of the term, then Lessee shall pay the Lessor Base Rent and additional rent at 150.00% of the

monthly rate specified in paragraph 3.01 for the time the Lessee thus remains in possession and, in addition thereto, shall pay the Lessor for all damages, consequential as well as direct, sustained by reason of the Lessee's retention of possession. If the Lessee remains in possession of the Premises, or any part thereof, after the termination of the term, such holding over shall, at the election of the Lessor expressed in a written notice to the Lessee and not otherwise, constitute a renewal of this Lease of one year. The provisions of this Article do not exclude the Lessor's right of re-entry or any other right hereunder. This Section shall not be construed as giving Lessee any right to hold over after the expiration of the term hereof or to limit Lessor's rights to obtain possession of the Premises upon termination by any lawful means available to Lessor if Lessor does not elect to treat the continued possession by Lessee or any party claiming through or under Lessee as a month-to-month tenancy.

#### ARTICLE XI - LESSOR SELF-HELP

11.01 If Lessee shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Lessor may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for account of Lessee; any amount paid or any liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of Lessee, and Lessee agrees to reimburse Lessor therefor or save Lessor harmless therefrom.

#### ARTICLE XII - LIMITATION OF LIABILITY

12.01 Lessee agrees to look solely to the assets of Lessor, including but not limited to, Lessor's interest in the Building for recovery of any judgment from Lessor; it being agreed that Lessor, and any fiduciary, any shareholder, any partner, or any beneficiary of Lessor, are not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor or Lessor's successor's interest, or any other action not involving the personal liability of Lessor, nor shall it in any way limit the ability of Lessee to pursue claims, damages, or proceeds in any amount from Lessor's insurers and/or indemnitors.

#### ARTICLE XIII - LESSOR DEFAULT

13.01 The Lessor shall in no event be in default in the performance of any of his obligations hereunder unless and until the Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation. Provided, however, that Lessor shall promptly perform all Lessor's obligations hereunder which relate to the safety and security of the Building and the Premises. Further, if the holder of a bona fide mortgage on the Building of which the Premises are a part notifies Lessee that such holder has taken over the Lessor's rights under this Lease, Lessee shall not assert any right to deduct the cost of repairs or any monetary claim against Lessor from Base Rent and/or additional rent thereafter due and accruing, but shall look solely to the Lessor for satisfaction of such claim. To pay Lessee's expenses, including reasonable attorney's fees,

incurred in enforcing any material obligation of this Lease which has not been materially complied with by Lessor.

#### ARTICLES XIV - WAIVER OF RIGHTS

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

#### ARTICLE XV - NOTICES

15.01 Any notice from Lessor to Lessee or from Lessee to Lessor shall be deemed duly served if mailed by Certified Mail addressed, if to Lessee, at said Premises or if to Lessor, at the place from time to time established for the payment of Rents, and the customary Certified Mail receipt shall be conclusive evidence of such service. Notices shall also be deemed delivered hereunder if directed to the email addresses provided below (subject to change as provided herein) with and upon evidence of receipt by the primary addressee.

If to Lessee: [hyejungfitz@yahoo.com](mailto:hyejungfitz@yahoo.com)  
H&E Paint Nail Bar LLC  
15 Cornerstone Drive  
Falmouth ME 04105

If to Lessor: [dswenson@paragonmgmnt.com](mailto:dswenson@paragonmgmnt.com)  
Six City Center, LLC  
PO Box 17536  
Portland ME 04112

#### ARTICLE XVI - SUCCESSORS AND ASSIGNS

16.01 The covenants and agreements of Lessor and Lessee shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Lessor, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any partner, any shareholder or any beneficiary under any trust. This paragraph shall not give Lessee the right to assign this Lease or sublet the Premises, which events shall be governed by Article VI hereof.

#### ARTICLE XVII - MISCELLANEOUS

17.01 The term “Lessor” as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises. In the event of any bona fide sale or other transfer of the Premises by Lessor, whether the original Lessor hereunder or any successor Lessors thereto, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction and Lessee shall look solely to the successor Lessor for the performance of any such covenants or obligations.

17.02 If Lessee is more than one person or party, Lessee’s obligations shall be joint and several. Unless repugnant to the context, “Lessor” and “Lessee” mean the person or persons, natural or corporate, named above as Lessor and Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

17.03 Lessor and Lessee agree that this Lease shall not be recordable. Lessor and Lessee shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease and such other information as is required for adequate record notice under 33 M.R.S.A. §201.

17.04 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.

17.05 The Index, headings and Summary Page if contained herein are for convenience only, and shall not be considered a part of this Lease.

17.06 No acceptance by Lessor of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such payment without prejudice to Lessor’s right to recover the balance of such installment or pursue any other remedy in this Lease.

17.07 Lessee and Lessor hereby waive any and all rights which they may have to request a jury trial in any proceeding at law or equity in any Court of competent jurisdiction.

17.08 No oral statement or prior written matter shall have any force or effect. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

17.09 This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.



17.10 Lessee warrants and represents to Lessor that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises, other than Drew Swenson of Paragon Management, LLC, and John Doyon and Peter Harrington of Malone Commercial Brokers, and in the event of any brokerage claims against Lessor predicated upon the dealings with Lessee other than by the above, Lessee agrees to defend the same and indemnify Lessor against any such claim. Lessor shall be responsible for all fees payable to the two entities and/or three persons noted in this sub-paragraph.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement effective as of the \_\_\_ day of January \_\_, 2018.

WITNESS:

\_\_\_\_\_

**LESSOR:**

SIX CITY CENTER, LLC

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

Name: \_\_\_\_\_

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

**LESSEE:**

**H&E PAINT NAIL BAR LLC**

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

**Name:** \_\_\_\_\_

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

**PERSONAL GUARANTEE OF LEASE AGREEMENT:**

For value received, and in consideration for, and as an inducement to Lessor to enter into the foregoing Lease with the Lessee, HYE-JUNG FITZGIBBINS, (“GUARANTOR”) does hereby unconditionally guaranty to Lessor, jointly and severally with any other guarantors hereof, the full payment and complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by Lessee, including without limitation the payment of all sums of money stated in the Lease to be payable by Lessee. 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 Lessor of any indulgences to Lessee. 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 which shall accrue to Lessee under the Lease, Lessor may proceed against GUARANTOR and Lessee, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against Lessee. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this \_\_\_\_\_ day of January 2018.

**GUARANTOR: HYE-JUNG FITZGIBBONS**

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

**PERSONAL GUARANTEE OF LEASE AGREEMENT:**

For value received, and in consideration for, and as an inducement to Lessor to enter into the foregoing Lease with the Lessee, EUNJEE PARK (“GUARANTOR”) does hereby unconditionally guaranty to Lessor, jointly and severally with any other guarantors hereof, the full payment and complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by Lessee, including without limitation the payment of all sums of money stated in the Lease to be payable by Lessee. 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 Lessor of any indulgences to Lessee. 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 which shall accrue to Lessee under the Lease, Lessor may proceed against GUARANTOR and Lessee, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against Lessee. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this \_\_\_\_ day of January 2018.

**GUARANTOR: EUNJEE PARK**

\_\_\_\_\_  
Witness to Guarantor  
HIGH END NAIL SALON RIDER

Notwithstanding the terms set forth in certain lease agreement between Six City Center, LLC, as Lessor, and H&E Paint Nail Bar LLC, as Lessee, dated January \_\_,2018, for the Demised Premises (the "Premises") located at 6 City Center, Suite 106, Portland, Maine (the "Building"), County of Cumberland, State of Maine (the "Lease"), the terms and conditions set forth in this rider (the "Rider") shall supplement the terms set forth in the Lease. In the event of any conflict between the terms set forth in the Lease and those set forth in this Rider, the latter shall govern.

1. Additional Covenants and Agreements of Lessee. In addition to and not in lieu of the covenants contained in the main body of the Lease, Lessee covenants and agrees as follows:

(a) To pay only for all water consumed on the Premises, the cost of which water (and Lessee’s sewer usage) shall be separately metered or sub-metered at Lessor's election and at Lessee's sole cost and expense. If water usage is not separately metered, Lessee's water and sewer costs shall be reasonably determined by Lessor.

(b) To maintain the strictest standards of cleanliness within the Premises, such that the Premises, stairways, and sidewalks surrounding the Premises shall at all times be neat, clean, sanitary and free from all dirt, refuse, debris, offensive odors (including any odors which shall constitute a nuisance as to other occupants of the Building), and Pests (as hereinafter defined).

(c) To have conducted quarterly, or with such greater frequency as circumstances may require, inspections of the Premises for the presence in, on, under, or within the Premises of any insects, rodents, vermin or other pests (collectively, "Pests"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests, Lessee shall immediately cause the extermination of the same, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during or after the term of the Lease, Pests shall be detected in any portion of the Building other than the Premises, and the presence thereof shall be related directly or indirectly to the conduct of Lessee's business upon the Premises, the removal and extermination of such Pests shall be performed at Lessee's sole expense.

Lessee shall reimburse Lessor on demand for the amount by which Lessee's particular use of the Premises causes Lessor's insurance premiums to be higher than they would otherwise be if the Premises were used for a typical retail establishment in Portland, Maine.

(e) To store all trash and refuse in sealed containers inside the Premises, and to provide for the prompt, clean, orderly and regular removal of any such trash and refuse. Without limitation to the foregoing, Lessee shall, along with other ground floor tenants, at all times keep the sidewalks, stairways and parking areas adjacent to the Premises clean and free from trash and refuse.

(f) To dispose of all salon products in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the Premises.

(g) To regularly clean any ceiling or wall vents used by the Premises, such that there shall be no accumulation of greases, oils or other salon products upon the floors, walls, grounds or ceiling of the Premises, within the duct work or other odor control or HVAC venting equipment or upon adjoining portions of the Building, and to clean and restore, at Lessee's sole cost and expense, any surfaces on which any such accumulation does occur.

(h) To keep the Premises in the strictest compliance with all applicable fire codes and regulations, and to keep upon the Premises appropriate fire detection and extinguishment equipment and appliances in good working condition.

2. HVAC Systems. Lessee agrees that during the term of the Lease it will keep in good condition and repair, at its sole cost and expense, all heating, air conditioning and ventilation systems and equipment serving the Premises, and Lessee shall have sole responsibility for the upkeep, maintenance and replacement of such systems and equipment.

3. Indemnity. In addition to, and not in substitution for any indemnities set forth in the Lease, Lessee agrees to (a) hold harmless and (b) indemnify Lessor from and against any and all claims, loss, costs, damages and expenses, including reasonable attorneys' fees, which may arise in the event that Lessee fails to comply with any of the provisions contained in this Rider. The terms of this Paragraph shall expressly survive the expiration or earlier termination of the Lease as modified hereby.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

**Six City Center, LLC**                      Lessor

By: \_\_\_\_\_  
Name: Drew E. Swenson                      Date  
Its: Authorized Agent

H&E Paint Nail Bar LLC                      Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

# EXHIBIT A

The Suite 106 demised space and walls as currently configured for the Tom Veilleux Art Gallery with the red line inside the premises below.

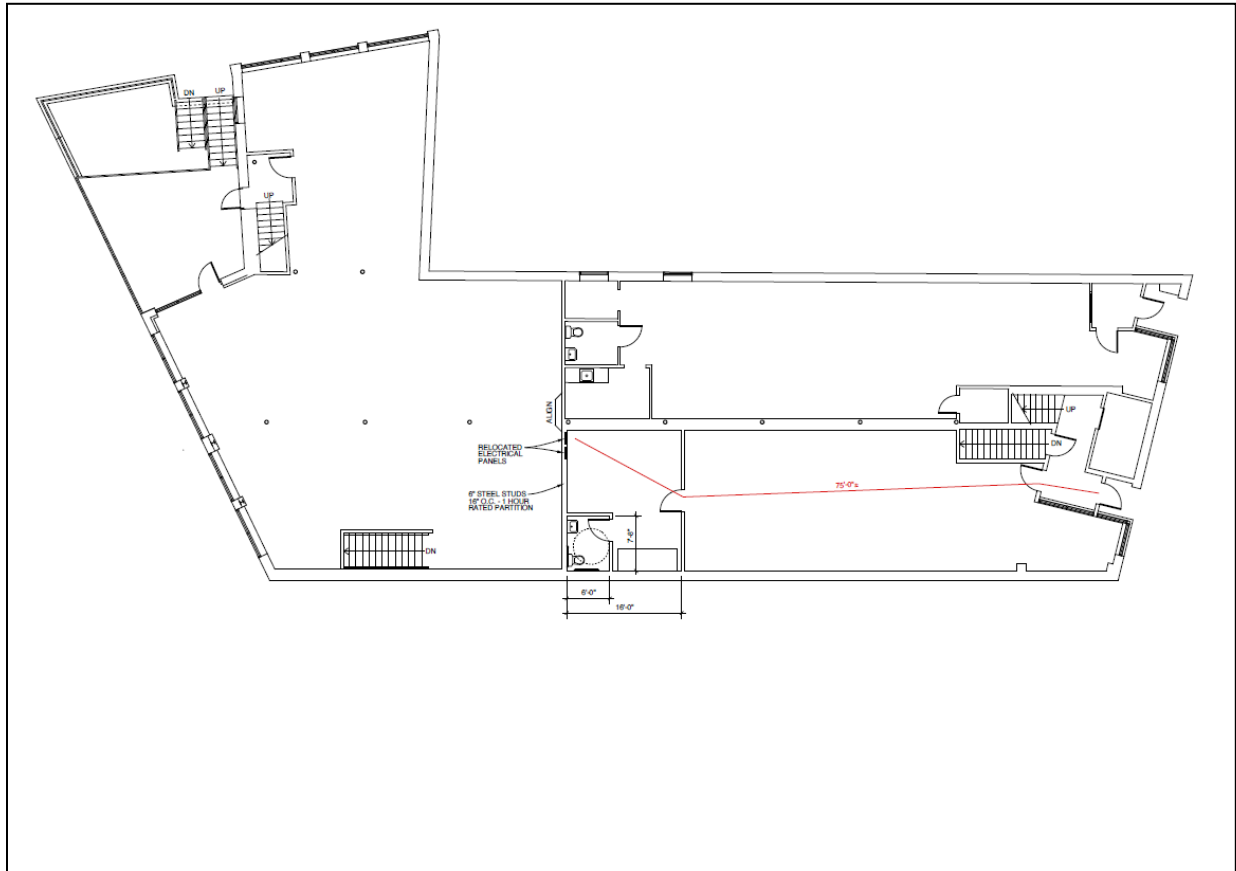


EXHIBIT B

No Lessor work provided. Space provided as is.

EXHIBIT C

