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Approved with Conditions
Date: 09/22/16

LEASE

DKBL ABUTILON, LLC d/b/a ORANGETHEORY FITNESS
195 KENNEBEC STREET, PORTLAND, MAINE

THIS LEASE is made as of this 10th day of June, 2016 (the "Lease Date"), by and between VANDELAY INDUSTRIES LLC, a Maine limited liability company with a place of business at c/o Northland Enterprises, LLC, 17 South Street, 3rd Floor, Portland, Maine 04101 (the "Landlord") and DKBL ABUTILON, LLC, a New Hampshire limited liability company with an address of 6 Crestwood Drive, Hudson, New Hampshire 03051 (the "Tenant").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. PREMISES LEASED. Subject to the terms and conditions of this Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a portion of building A (the "Building") located in Century Square shopping center (the "Center"), 29 Marginal Way and 195 Kennebec Street , Portland, Maine, 195 Kennebec Street, Building A [to be finalized with the city of Portland; trying to get this building to have a Marginal Way address] (the "Premises"), as the Premises and Center are shown on the plan attached to and made a part hereof as **Exhibit A**, together with the parking areas (excluding the five (5) spaces reserved for Chipotle Mexican Grill for take-out operations located immediately adjacent to Chipotle's premises), common areas and amenities necessary for access, use and enjoyment of the Premises, easements and other rights appurtenant thereto and all improvements thereon. For purposes of this Lease the Premises shall initially be deemed to contain 3,000 rentable square feet; provided, however, after the Delivery Date (as such term is defined in Section 5(c)), Landlord shall have the right to have the Premises measured by Landlord's architect. The certification by Landlord's architect with respect to the actual square footage of the Premises shall be conclusive and binding. If such re-measurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Tenant Improvement Allowance (as such terms are hereinafter defined) shall be recalculated accordingly, to be memorialized in the Rent Commencement Date Agreement (as hereinafter defined).

2. TERM; RENEWAL. This Lease shall commence on the Lease Date (the "Commencement Date"). Notwithstanding the Commencement Date, the initial term of this Lease and the payment of Rent shall commence on the date that is the earlier of (i) one hundred five (105) days after the Lease Date, or (ii) the Delivery Date (the "Rent Commencement Date"). The initial term of this Lease shall end on the last day of the eighty sixth (86th) full month following the Rent Commencement Date (the "Termination Date"). The term "Lease Year" as used in this Lease shall mean each period of twelve (12) calendar months; provided, however, that the first Lease Year shall include the first fourteen (14) calendar months of the initial term of the Lease plus any partial month if the Rent Commencement Date is a date other than the first of the month. When the Rent Commencement Date is determined, Landlord and Tenant shall enter into

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a supplement to this Lease in the form of the Rent Commencement Date Agreement attached to and made a part hereof as **Exhibit B**, which shall specify the Rent Commencement Date, the initial term, and the Renewal Terms (as defined below).

Provided that Tenant is not then (meaning at the time the notice described below is given) in default under this Lease beyond any applicable cure period, and provided Tenant gives written notice to Landlord of Tenant's intent to renew this Lease at least twelve (12) months prior to the expiration of the initial term or the first renewal term of this Lease, as applicable, the term of this Lease shall renew for two (2) five (5) year periods (each, a "Renewal Term", and collectively, the "Renewal Terms"), commencing immediately after the end of the initial term or the first Renewal Term, as the case may be. The Renewal Terms shall be on the same terms and conditions as this Lease, except that there shall be no further renewals of this Lease, and except for Base Rent, which shall be adjusted as set forth below.

3. RENT. Tenant covenants and agrees to pay without deduction or set-off except as specifically provided for in this Lease, annual "Base Rent" during the term as follows. The annual Base Rent shall be payable in advance in equal monthly installments each payable on the first day of each month during the term hereof, with any partial month prorated in accordance with the actual number of days elapsed.

(a) Commencing the Rent Commencement Date, the annual Base Rent payable during Lease Year 1 $7,000.00 per month, which is based upon a rental rate of $28.00 per square foot. Notwithstanding the foregoing, Tenant shall be entitled to an abatement of Base Rent and Additional Rent for two (2) months immediately following the Rent Commencement Date.

(b) The annual Base Rent payable during Lease Years 2 through 7 shall be as follows:

Lease Year 2: $85,890.00 per year ($7,157.50 per month), rate of $28.63 PSF.
Lease Year 3: $87,810.00 per year ($7,317.50 per month), rate of $29.27 PSF.
Lease Year 4: $89,790.00 per year ($7,482.50 per month), rate of $29.93 PSF.
Lease Year 5: $91,830.00 per year ($7,652.50 per month), rate of $30.61 PSF.
Lease Year 6: $93,870.00 per year ($7,822.50 per month), rate of $31.29 PSF.
Lease Year 7: $96,000.00 per year ($8,000.00 per month), rate of $32.00 PSF.

(c) If Tenant exercises the first Renewal Term, the Base Rent for the first Renewal Term (Lease Years 8 through 12) shall be as follows:

Lease Year 8: $97,920.00 per year ($8,160.00 per month), rate of $32.64 PSF.
Lease Year 9: $99,870.00 per year ($8,322.50 per month), rate of $33.29 PSF.
Lease Year 10: $101,880.00 per year ($8,490.00 per month), rate of $33.96 PSF.
Lease Year 11: $103,920.00 per year ($8,660.00 per month), rate of $34.64 PSF.
Lease Year 12: $105,990.00 per year ($8,832.50 per month), rate of $35.33 PSF.

(d) If Tenant exercises the second Renewal Term, the Base Rent for the second Renewal Term (Lease Years 13 through 17) shall be as follows:

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Lease Year 13: $108,120.00 per year ($9,010.00 per month), rate of $36.04 PSF.
Lease Year 14: $110,280.00 per year ($9,190.00 per month), rate of $36.76 PSF.
Lease Year 15: $112,470.00 per year ($9,372.50 per month), rate of $37.49 PSF.
Lease Year 16: $114,720.00 per year ($9,560.00 per month), rate of $38.24 PSF.
Lease Year 17: $117,030.00 per year ($9,752.50 per month), rate of $39.01 PSF.

In addition to the foregoing, Tenant covenants and agrees, commencing two (2) months following the Rent Commencement Date, to pay when due as additional rent all other sums of money or charges required to be paid by Tenant under Section 4 of this Lease (all such amounts, "Additional Rent").

If the term begins on any day other than the first day of a month, Base Rent and Additional Rent for the first month (after the two (2) month rent abatement period) shall be prorated.

If Tenant does not pay monthly installments of Base Rent or Additional Rent within seven (7) days of the date when such amount is 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 equal to five (5%) percent of the unpaid amount for every month such amount remains unpaid.

Base Rent and Additional Rent are sometimes collectively referred to in the Lease as "Rent."

4. ADDITIONAL RENT.

(a) Tenant shall pay as Additional Rent Tenant's Proportionate Share (as defined below) of all of the expenses (collectively "Operating Expenses") incurred or paid on behalf of Landlord with respect to the operation, repair, management and maintenance of and provision of services to the Premises, the Building, the Center, parking areas and other common areas, including but not limited to all costs and expenses of: operation and repair; lighting, heating, ventilating, painting, decorating, cleaning, janitorial services and window cleaning; all rent, liability, fire, casualty, theft and other insurance; all real estate taxes (as defined below) with respect to the Premises, Building and Center; snow, ice and debris removal; traffic control; security; management fees not to exceed three (3%) percent of Tenant's annual Base Rent; wages, payroll taxes, workmen's compensation, fringe benefits and professional fees of all persons engaged in the maintenance, operations or service of the Premises, Building and Center; utility fees and costs including all costs of Landlord for electricity, heat, ventilation, air-conditioning and water for common areas, together with any utility taxes; all building and cleaning supplies; telephone and other communications costs; maintaining, operating and repairing all machinery and equipment in or serving the, Premises, Building and Center including heating and air-conditioning equipment, security equipment, and elevators; all costs incurred as a result of Landlord's compliance with any of its obligations hereunder; repairs, replacements and improvements appropriate for the continued operation of the Premises, Building and Center; repair and replacement of paving, curbs, walkways, landscaping and other amenities of the Premises, Building and Center; and costs of service and supply contracts relating to operations, repair, maintenance and management of the Premises, Building and Center.

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Notwithstanding anything contained herein to the contrary, beginning in calendar year 2018 (January 1, 2018), the increase in Tenant's Proportionate Share of Operating Expenses for each subsequent calendar year shall not exceed the lesser of: (i) the actual increases in the costs comprising the Operating Expenses; or (ii) three (3%) percent of the Operating Expenses charged to Tenant for the previous calendar year (excluding those Operating Expenses over which Landlord has no control, including without limitation real estate taxes, insurance premiums, utility costs, snow and ice removal, and trash removal costs, which shall not be subject to the cap but shall increase at a rate that such costs actually increase).

The Additional Rent shall be paid by Tenant to Landlord in monthly installments equal to one-twelfth (1/12) of the estimated annual cost of all such expenses, such payments of Additional Rent shall be due and payable on the day the monthly Base Rent payments are due and payable.

Operating Expenses shall not include, however: (a) leasing commissions and advertising expenses or any other costs incurred by Landlord in procuring new tenants; (b) costs, disbursements and other expenses incurred in negotiations or disputes with tenants or prospective tenants; (c) renovating or improving space for tenants or other occupants; (d) depreciation and amortization of the Center; (e) interest, principal payments and financing costs incurred in connection with any debt associated with the Center; (f) repairs that are covered under warranties by either manufacturer of materials incorporated into any building located in the Center or developer of the Center; (g) legal fees; (h) expenses paid by any tenant directly to third parties or those which Landlord is otherwise actually reimbursed by any third party or by insurance proceeds; (i) costs of a capital nature including, but not limited to, capital improvements, capital repairs, structural repairs, capital equipment, capital tools as determined in accordance with reasonable accounting practices, consistently applied, and/or the equivalent costs and fees of leasing or renting same; (j) advertising and promotional expenditures; (k) the costs of correcting any code violations; (l) any other expense that according to Landlord's reasonable accounting practices, consistently applied, is not considered a normal maintenance or operating expense; (m) costs of replacing the roof of the Building or any part of the Center; (n) the costs of completely resurfacing or replacing the parking lot that serves the Premises; (o) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner; (p) expenses for the defense of the Landlord's title to the Center, or any part thereof; (q) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances; (r) costs to correct original defects in the design, construction or equipment of or latent defects in the Center, or any part thereof, identified within twenty-four (24) months after the Landlord's Delivery Date; (s) any other amounts as a result of Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (t) rental on ground leases or other underlying leases; (u) any amounts recovered or recoverable from insurers and/or other third parties, or (v) any developer, tap, impact, hook-in, utility set-up or similar fees payable in connection with the development or renovation of the Center.

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"Tenant's Proportionate Share" for the purposes of this Lease shall initially mean 22.75%; provided, however, Tenant's Proportionate Share is subject to change based on a final measurement of the Premises, and shall be memorialized in the Rent Commencement Date Agreement. Tenant's Proportionate Share may be expressed as a fraction, the numerator of which is the leasable area of the Premises, and the denominator of which is the leasable area of the Center, whether occupied or not. The Center consists of two (2) buildings containing a total leasable area of 13,185 square feet. If the number of square feet of leasable area in the Center increases during the term of this Lease, then Tenant's Proportionate Share shall be adjusted accordingly.

(b) Within one hundred twenty (120) days after the expiration of each Lease Year and after the Termination Date, Landlord shall furnish Tenant with a statement (the "Landlord's Expense Statement"), setting forth in reasonable detail the Operating Expenses for such Lease Year. If the actual Operating Expenses for such Lease Year exceeded the Operating Expenses paid by Tenant for such Lease Year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual Operating Expenses within fifteen (15) days after receipt of Landlord's Expense Statement, and if the total amount paid by Tenant for any such Lease Year exceeded the actual Operating Expenses for such Lease Year, such excess shall be credited in equal amounts against the next three (3) installments of Base Rent and Additional Rent. Landlord shall maintain complete and accurate books and records of all Operating Expenses paid or incurred by Landlord and all payments of Operating Expenses received from Tenant. Tenant or its auditors shall have the right, with reasonable notice (which shall in any event not be less than ten (10) days), to inspect, copy and audit such books and records at any time during normal business hours. If the results of such inspection indicate that amounts have improperly billed, Landlord shall promptly repay Tenant for any overpayments which Tenant or its auditors identify and confirm to Landlord. If the results of such inspection indicate that Landlord has not sufficiently billed Tenant for Operating Expenses, then Tenant shall promptly pay Landlord any such amounts due and owing, unless Landlord elects to bill Tenant for such amounts with the next installment of Base Rent and additional rent as provided in this Lease. If amounts which Landlord has improperly over-billed Tenant as Operating Expenses exceed five percent (5%) of the applicable bills, Landlord shall pay for the reasonable cost of the audit.

(c) For the purposes of this Lease, the term "real estate taxes" shall include without limitation all real estate taxes, betterment assessments, water and sewer taxes, and any other charges made by any governmental authority, which are allocable to the term hereof and imposed or levied upon, or assessed against, the Center, that, upon assessment or upon failure of payment, become a lien upon the Center or any portion thereof or the personal liability of the Landlord. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem system of real estate taxes, then real estate taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem real estate taxes, plus said ad valorem real estate taxes. The foregoing shall generally apply to any system of taxation instituted, which replaces the present method of taxation, in whole or in part. Notwithstanding anything to the contrary in this Agreement, nothing herein shall require Tenant to pay any of Landlord's income taxes, excess profit taxes, excise taxes, franchise taxes, or estate, succession, inheritance, or transfer taxes.

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5. PERMITS AND APPROVALS; CONTINGENCIES; LANDLORD'S WORK; TENANT'S WORK; ALLOWANCE.

(a) Tenant's Approvals Contingency. Tenant shall use its commercially reasonable efforts to pursue any and all necessary and required local, state, federal and private permits, licenses, variances, consents and approvals (collectively "Approvals") that give Tenant the ability to construct the Tenant Improvements (as defined herein), including, without limitation, a building permit (the "Building Permit") for Tenant's Improvements (as defined below) and permit(s) relating to Tenant's signage, and shall at its sole cost and expense provide all required construction and other plans and specifications as the City of Portland, State Fire Marshal, and other applicable governmental body may require. Landlord shall cooperate with such approval process by providing Tenant necessary documents pertaining to shell building construction only within five (5) business days from Tenant's written request. In the event that, despite Tenant's commercially reasonable efforts, Tenant has not received the Approvals prior to the date which is sixty (60) days after the date Tenant's Plans and Specifications (as hereinafter defined) have been approved by Landlord in accordance with Section 5(d) hereof (the "Approval Period"), Tenant shall notify Landlord in writing, and Landlord shall have thirty (30) days to procure for the benefit of Tenant (and at Tenant's expense) any remaining Approvals. In the event Landlord is unable to do so, Tenant have the right, at its sole option, to terminate this Lease upon ten (10) days' prior written notice to Landlord. Notwithstanding anything herein to the contrary, Tenant shall have the right to extend the Approval Period until such time as all the applicable authorities have made a formal decision and all applicable appeal periods have expired. Upon such termination, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund any amount paid to it by Tenant hereunder. Landlord shall reasonably cooperate with Tenant in obtaining all necessary Approvals.

(b) Landlord's Delivery Date. The "Delivery Date", as used herein, shall mean the date that Landlord delivers exclusive possession of the Premises, and all keys thereto, in a broom-clean condition to Tenant, with all of Landlord's Work (as hereinafter defined) and obligations set forth in Section 5(d) hereof completed, as confirmed in writing by Landlord, Tenant, and Landlord's architect (the "Architect"), with only punch-list items remaining to be completed within a reasonable period of time from the date of the a final walk-through inspection conducted by Landlord, Tenant and the Architect. Tenant may elect to take possession of the Premises for the initiation by Tenant of its improvements, provided that Tenant's possession of the Premises does not interfere with Landlord's ability to complete Landlord's Work, and the Delivery Date shall not be deemed to have occurred until such time as Landlord's Work is completed as aforesaid. The Landlord hereby agrees to deliver possession of the Premises to Tenant free, clear, and unencumbered of all tenancies and parties in possession.

(c) Tenant Improvement Plans. Tenant shall provide its plans and specifications ("Tenant's Plans and Specifications") for its initial improvements ("Tenant Improvements") to the Landlord for its review and approval promptly after the execution hereof and in any event within forty five (45) days thereafter. Landlord agrees to approve or disapprove Tenant's Plans and Specifications within ten (10) days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) day period, Tenant's Plans and Specifications shall be deemed approved by Landlord. If

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Tenant's Plans and Specifications were delivered prior to the execution of this Lease, Landlord and Tenant agree that the ten (10) day period shall run from Tenant's delivery of such Tenant's Plans and Specifications, not the Lease Date. All Tenant Improvements and other improvements and alterations shall be performed in a workmanlike manner and in compliance with applicable law and building codes.

(d) Landlord's Work. On or before the Delivery Date, which shall in no event be longer than forty-five (45) days from the date that Tenant provides Landlord with a copy of Tenant's approved Building Permit, Landlord shall, at its sole cost and expense, in a prompt, good and workmanlike manner, all of which shall collectively be referred to as "Landlord's Work": (a) make all necessary repairs, replacements and do any necessary maintenance so that the Premises and the Common Areas of the Center in all respects are in compliance with all applicable codes, laws, regulations and ordinances including, but not limited to, the Americans with Disabilities Act so that Tenant can immediately enter into possession of the Premises to install Tenant's initial improvements; (b) complete the work set forth on **Exhibit C** hereto in a good and workmanlike manner in accordance with all building codes and ordinances; and (c) construct and complete the improvements which comprise the Center, including, but not limited to, the Building shell, the paving of the parking areas, drives and walks and the landscaping for the Center. Landlord shall provide Tenant with written notice of the date upon which Landlord's Work will be completed at least thirty (30) days prior to such date ("Notice of Delivery Date"). If Landlord fails or anticipates that it will fail, for any reason whatsoever, to deliver the Premises to Tenant in accordance with the terms of this Lease within fourteen (14) days of the date set forth in the Notice of Delivery Date, Landlord shall give Tenant an additional thirty (30) days written notice in advance of the new date in which Landlord's Work will be completed. When the Landlord considers Landlord's Work complete, it shall notify Tenant of same. Tenant and Landlord shall conduct a walk-through inspection prior to the Delivery Date to identify any items requiring completion. If such walk-through discloses any item, which in Tenant's reasonable opinion is not in accordance with the requirements in this Section 5, other than details of construction, decoration and mechanical adjustments which are minor in character and the non-completion of which do not unreasonably interfere with Tenant's use of the Premises, Landlord shall correct such items before Landlord's Work shall be considered complete. Nothing set forth in this Section shall be construed, in any manner whatsoever, as an express or implied waiver on the part of Tenant to any rights, remedies, claims or damages Tenant has or may have at law or in equity or elsewhere herein.

(e) Tenant Improvement Allowance. Landlord shall pay to Tenant, within thirty (30) days after completion of Tenant Improvements and delivery to Landlord of an executed final lien waiver from each of Tenant's contractors and subcontractors, an allowance in an amount equal to $45,000.00 (the "Tenant Improvement Allowance"). In the event that Landlord fails to pay the Tenant Improvement Allowance to Tenant as aforesaid, and such failure continues for a period of ten (10) days after written notice thereof to Landlord, Tenant shall thereafter have the right to offset the amount of the Tenant Improvement Allowance against any payment owed by Tenant to Landlord.

6. UTILITIES; INTERRUPTION OF SERVICES; PERSONAL PROPERTY TAXES. During the term of this Lease, Tenant shall pay (either directly or through Additional Rent for services provided by Landlord) for all charges for oil, gas, electricity, lights, heat, ventilation

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and air conditioning, power, water charges, sewer charges, telephone and other communication service, and all other utilities and services supplied to or used upon the Premises.

Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption, or defect in the supply or character of any utility furnished to the Premises, Building or Center, regardless of its duration, or if the quantity or character of the utility supplied by the existing or any future provider is no longer available or suitable for Tenant's requirements. Additionally, any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability mentioned in this paragraph shall not: (i) constitute an actual or constructive eviction of Tenant, in whole or in part; (ii) entitle Tenant to any abatement or diminution of Rent, or any other costs due from Tenant pursuant to this Lease; (iii) relieve or release Tenant from any of its obligations under this Lease; or (iv) entitle Tenant to terminate this Lease. Tenant hereby waives all benefits of any applicable existing or future law permitting the termination of this Lease due to any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability as mentioned in this paragraph.

Tenant shall pay prior to delinquency all taxes assessed against and levied upon all of Tenant's trade fixtures, furnishings, equipment and personal property located at the Premises.

7. USE OF PREMISES; RESTRICTED USE.

(a) Use of Premises. Tenant shall use and occupy the Premises for a group personal training fitness studio and retail sales of nutritional items, related food, beverages and clothing items ancillary to Tenant's Use. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, that Landlord may in its sole discretion withhold consent to any change in use that would materially increase the risk of environmental damage or hazard or other extra-hazardous activities upon the Premises, and provided further that the foregoing shall not affect or diminish Landlord's rights with respect to proposed assignments or subleases of the Premises.

Landlord acknowledges that Tenant's permitted use of the Premises will include the operation of a high energy fitness studio that plays loud music during hours of operation from the early morning to late evening. Landlord acknowledges that notwithstanding Tenant's commercially reasonable efforts to soundproof the Premises, some noise, vibrations and other effects may emanate from the Premises, and the escape of this noise and vibrations from the Premises shall not (i) constitute an Event of Default under the Lease, or (ii) be deemed a violation of any of Landlord's rules or regulations currently in effect or hereinafter enacted affecting use of the Premises or other areas of the Center. Notwithstanding the foregoing, Tenant shall take all reasonable steps at Landlord's request and to Landlord's reasonable satisfaction to insure that the noise and/or vibration which may emanate from the Premises shall not have a material, adverse impact on the business operations of other tenants or occupants in the Center, and in any event shall comply with applicable laws, ordinances, and regulations.

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(b) Restricted Use. In no event shall Tenant, Tenant's subtenants or assigns (1) manufacture or sell at wholesale or retail (i) regular or flavored coffee or coffee based products, (ii) fresh, unpackaged donuts, bagels, bakery products, or breakfast sandwiches, or (iii) burritos, wraps, fajitas or tacos, (2) be open before 11:00 am for the sale of any type of breakfast food, (3) operate a restaurant whose primary business is the sale of pizza on a dine-in, carry-out or delivery basis, or (4) operate a business engaged in the sale of adult oriented books, paraphernalia, or entertainment. Landlord shall not enter into or permit any other new tenant or subtenant of the Center to have a membership based fitness facility of any type, indoor/outdoor boot camp style fitness facility or instructional personal or group fitness studio as its primary use that is less than 10,000 square feet or offer heart rate monitored training.

(c) Tenant's Hours. Tenant shall only be required to be open the; hours required by the Franchise. Tenant shall be permitted to be open the following Tenant Hours:

(i) Monday through Thursday: 5:00AM to 9:00PM
(ii) Friday: 5:00AM to 8:00PM
(iii) Saturday: 8:00AM to 1:00PM
(iv) Sunday: 8:00AM to 2:00PM
(v) Holidays: 5:00AM to noon

8. LANDLORD SERVICES; MAINTENANCE AND REPAIR.

(a) Landlord shall provide the following services at a level, quality and timeliness consistent with the operation of complexes similar to the Center in the greater Portland area, the costs of which shall subject to such reimbursement to the extent provided for in Section 4:

(1) Heat and cooling to all portions of the Premises on such days and hours as Tenant may reasonably request from time to time, when heat or cooling may reasonably be required for the comfortable occupancy of the Premises.
(2) Removal of trash and recycling materials from the Premises from a dumpster and recycling receptacles supplied by Landlord.
(3) Hot and cold running water for janitor closets, kitchen, washrooms and lavatories.
(4) Adequate lighting of the exterior paths, walkways and parking areas of the Center.
(5) Snow removal and sanding of ice at the entry and sidewalks to the Building and the walkways, delivery areas and parking areas serving the Building.
(6) Maintenance of the parking lots, paths and walkways, landscaping including planting and replanting of flowers, shrubs and bushes and general landscaping.
(7) Maintenance of all fixtures, systems and equipment serving the Premises, including without limitation heating, air conditioning, plumbing, electrical and mechanical installations, fixtures and equipment, including causing the heating, ventilation and air conditioning system in serving the Premises to be inspected, serviced, repaired and maintained on a commercially regular basis by a licensed HVAC contractor.

Landlord shall, in performing its obligations under this Lease, comply with all applicable laws, rules, ordinances and regulations, including, without limitation, obtaining any and all permits that may be necessary. Tenant acknowledges that Landlord shall have no obligation, in any

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manner whatsoever, to make any improvements or alterations to the Premises, Building or the Center or improvements that are a part thereof, at any time during the term of this Lease other than as expressly set forth herein. Tenant also acknowledges that Landlord's services under this Section do not include cleaning or janitorial service for the interior of the Premises including collection of trash and recycling materials within the Premises and depositing the same in the in the dumpster and recycling receptacles supplied by Landlord.

(b) Except as otherwise set forth herein, Tenant shall at its sole cost and expense (i) keep and maintain the Premises in good order and repair, reasonable wear and tear and damage by fire or other casualty only excepted; (ii) keep all fixtures, systems and equipment within the Premises in good operating condition, reasonable wear and tear and damage by fire or other casualty only excepted; (iii) maintain, repair and replace the interior walls, interior ceiling, and doors of the Premises; and (iv) to make all replacements, repairs and installations, and to perform all other work necessary for the foregoing purposes, at Tenant's sole risk and expense. Tenant covenants and agrees that (i) the Premises shall at their sole expense be kept in a clean, sanitary and safe condition, and in accordance with and in compliance with the applicable easements, conditions and restrictions; (ii) Tenant shall comply with all laws, ordinances and regulations of the United States, the State of Maine and local authorities having jurisdiction over the Premises; and (iii) Tenant shall perform necessary alterations, modifications, replacements or work necessary to comply with the aforesaid, including, without limitation, accessibility modifications and/or alterations or other modifications and/or alterations required by law, ordinance or regulation.

(c) Tenant further agrees that it shall not use, or suffer or permit the use of the Premises or any part thereof in any manner or for any purpose or do, bring or keep anything, or suffer or permit anything to be done, brought or kept, therein that would violate any applicable easements, conditions and restrictions affecting the Premises or any laws, ordinances and regulations of the United States, the State of Maine and local authorities having jurisdiction over the Premises, or which would overload or could cause an overload of the electrical or mechanical systems of the Building or which would exceed the floor load per square foot which the floor was designed to carry.

(d) At the expiration of the Term and except as otherwise set forth herein, Tenant shall surrender the Premises to Landlord. Tenant shall remove all its trade fixtures, as provided in Section 9 below, before surrendering the Premises. Tenant shall repair any damage to the Premises caused by removal of such trade fixtures.

9. SIGNS, FIXTURES AND ALTERATIONS.

(a) Tenant will be permitted, at its sole cost and expense, to erect signs on the Premises and/or the exterior of the Building as shown on **Exhibit D**, provided same comply with the City of Portland's Zoning Ordinances, rules and regulations, and any federal ordinances, rules and regulations. Tenant agrees at its cost and expense to maintain all such signage in good condition and repair at all times. Space for further signage will be provided to Tenant on the main Center sign pylons on Marginal Way and Kennebec Street (the "Pylon Signage"). Tenant shall be responsible for all costs associated with the design, manufacture, and installation of Tenant's Pylon

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Signage. Tenant's Pylon Signage shall be in accordance with the specifications set forth on **Exhibit D**. All of Tenant's signage, however designated and wherever located, shall comply with all applicable laws and regulations, and shall be removed by Tenant at its sole cost and expense at the expiration or sooner termination of this Lease. Tenant may install such other exterior signage as may be approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, subject to compliance with the City of Portland's Zoning Ordinances, rules and regulations, and any federal ordinances, rules and regulations.

(b) Other than with respect to the Tenant's work pursuant to Tenant's Plans and Specifications, Tenant shall not make or cause to be made any structural or material non-structural alterations, changes additions or improvements to the Premises, except for signs advertising Tenant's business upon the Premises as provided herein, without first obtaining Landlord's prior written approval and consent. For purposes of this Section 9(b), "material" shall mean solely those alterations, additions, improvements or changes which in the aggregate will exceed more than $10,000.00 to complete; "structural" as used above in this section shall include, without limitation, wall or roof penetrating fixtures, equipment or improvements. Landlord's consent shall (i) not be unreasonably withheld or delayed and (ii) be deemed granted after fifteen (15) business days from the date Landlord receives plans and specifications from Tenant for such penetrating fixtures, equipment or improvements or non-structural alterations, additions, or improvements, if Landlord has not communicated to Tenant its disapproval of said plans and specifications within said fifteen (15) days, and same are in compliance with all applicable terms of this Lease. Tenant shall in all cases present to Landlord reasonably detailed plans and specifications for any work, alteration, addition or improvement at the time approval is sought. Tenant shall obtain and maintain all necessary federal, state, and local governmental permits and approvals for any such work, and for the installation and display of any signage.

(c) All non-structural alterations, decorations, signs, trade fixtures made or installed by Tenant (except all heating, plumbing, electric and gas fixtures, door mechanisms and the like permanently affixed to the Premises by Tenant, which shall automatically become part of the Premises without payment therefor by Landlord) shall remain the property of Tenant for the term of this Lease, or any extension thereof. Except as otherwise set forth herein, upon expiration of the term and so long as Tenant is not in default hereunder, Tenant shall remove all such alterations, decorations, trade fixtures and shall repair any damage resulting therefrom and restore the Premises. If Tenant fails to remove such alterations, decorations, signs and trade fixtures, and to restore the Premises as aforesaid, then upon the expiration of this Lease, and upon Tenant's removal from the Premises, all said alterations, decorations, signs and trade fixtures shall at the option of Landlord become the property of Landlord without payment or further documentation. Notwithstanding the foregoing, Tenant agrees that, if on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Premises as provided for herein, Landlord shall be authorized, in its sole option and subject to any applicable abandoned property laws, and in Tenant's name and on its behalf, to either (i) cause such property to be removed and placed in storage for the account and at the expense of Tenant; or (ii) sell such property at public or private sale, with reasonable notice to Tenant, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale of such property, to the outstanding obligations, if any, of Tenant to Landlord; the surplus, if any, shall be paid to Tenant. All sums payable by Tenant under this Section 9(c), and all reasonable

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attorneys' fees, disbursements related thereto, and taxes and costs of storage shall be deemed Additional Rent.

10. INSURANCE.

(a) Landlord shall maintain in full force and effect at all times during the term of this Lease, including any renewal thereof, policies of insurance insuring the Premises, the Building, the Center and all other buildings and structures now or in the future located on the land that is a part of the Center (including all improvements regardless of which party paid the cost of such improvements) against (i) loss or damage by fire or other casualty, with coverage for perils at least as broad as Insurance Services Office form CP 1030 (Causes of Loss-Special Form); (ii) rent loss insurance sufficient to pay all rent due under this Lease for a period of no less than twelve (12) months after a casualty; (iii) loss from so-called explosion, collapse and underground hazards; (iv) if a sprinkler is in the Premises, loss from sprinkler leakage; (v) flood and earthquake insurance, and (vi) loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the Premises. Landlord may recover any deductibles it pays as Additional Rent. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Buildings and shall include a so-called "agreed value endorsement". "Full Replacement Cost" shall mean the reasonable cost of replacing the Buildings without deduction for depreciation or wear and tear, such amount to be adjusted annually as necessary to reflect changes in the Full Replacement Cost, and including a reasonable sum for architectural, engineering and legal fees connected with the restoration or replacement of the Premises in the event of damage thereto or destruction thereof.

Tenant shall pay to Landlord Tenant's Proportionate Share of all such insurance premiums during the term of this Lease as Additional Rent as provided in Section 4. Notwithstanding the foregoing, Landlord shall be solely responsible for such premiums for the period prior to the Rent Commencement Date.

(b) Tenant shall maintain, during the term of this Lease and any renewal thereof, comprehensive general liability insurance covering claims that may be made against Landlord or Tenant for damage to property or injury or death of persons by reason of or in any way arising from occurrences on, about or with respect to the Premises, with a minimum of Three Million Dollars ($3,000,000.00) combined single limit coverage, on an occurrence basis, or in such additional amounts as Landlord may determine from time to time to be reasonable and customary in the greater Portland, Maine market area for similar properties. Each such policy shall be for the benefit of Landlord and Tenant, as insured or additional insured, and shall also name Landlord's lender as additional insured upon Landlord's request.

(c) Whenever and so long as any construction work or alteration work is in progress at or on the Premises from and after the Rent Commencement Date, Landlord shall procure builder's risk insurance on a completed value form and all-risk basis with a replacement cost provision, to be included as Additional Rent as provided in Section 4 of this Lease.

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(d) Tenant agrees that it shall keep its property, including, but not limited to fixtures merchandise and equipment, insured against loss or damage by fire or other casualty with the usual extended coverage endorsements. It is hereby acknowledged and agreed that Tenant assumes all risk of damage to its own property arising from any cause, including, without limitation, loss by theft or otherwise, excepting from this sentence any loss or damage suffered that is caused by Landlord's negligent or malicious acts or omissions.

(e) Each of Landlord and Tenant hereby releases the other and their officers, directors, members, managers, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Tenant and Landlord shall obtain a waiver of subrogation from their respective insurance companies.

(f) All insurance required from Tenant or Landlord shall be written by companies licensed to transact business in the State of Maine, which companies shall at all times during the term hereof possess a Best's Key Rating of A (or its equivalent). All such insurance policies shall require the insurer to notify Tenant, Landlord and Landlord's lender of any cancellation of insurance at least thirty (30) days in advance thereof.

(g) All property policies insuring the Building or improvements (excepting Tenant's property for which Tenant is responsible hereunder) therein shall be payable to Landlord, provided that Landlord shall use any amounts payable to Landlord exclusively for the purpose of restoring the damage for which such payment was made to the extent required to be restored by Landlord or Tenant under this Lease, and provided that such policy or policies may be made payable to the holder of any first Mortgage on the Premises under a standard mortgagee clause provided such mortgagee agrees that it will in the event of loss make the proceeds of such insurance available to Landlord during the course of reconstruction and repair upon presentation of material and labor bills for work completed and an architect's certificate approving payment of such bills, and otherwise in compliance with such mortgagee's disbursement procedures and requirements, so that such moneys may be used by Landlord to pay for the costs of such repair or restoration work. Original certificates of insurance carried by each party evidencing the insurance coverages required hereunder shall be delivered to the other party upon its request and to Landlord's lender at Landlord's request. Landlord, Tenant and its lender shall have the right to receive authenticated copies of insurance policies maintained pursuant to this Lease and Tenant shall, upon written request of Landlord or Landlord's lender, deliver same to Landlord or Landlord's lender within fifteen (15) days of such request. Tenant shall comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises.

11. <u>INDEMNIFICATION</u>.

(a) Except to the extent caused by the intentional misconduct or negligent acts or omissions of Landlord, its agents, servants or employees, Tenant shall defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and

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expense (including, but not limited to, reasonable attorneys' fees and disbursements) incurred o suffered by Landlord in connection with the loss of life, bodily injury, personal injury or damag to property occurring during the term of this Lease arising in whole or in part from any act or omission of Tenant, its agents, servants, employees, invitees, contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees in connection with the occupancy or use by Tenant of the Premises or the operation thereof by Tenant. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Tenant or its licensee or contractor under workers' or workmen's compensation acts, disability benefit acts or other employees benefit acts, and solely for purposes of this indemnity Tenant hereby waives any immunity or any such limitation provided by any such act. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Landlord in enforcing the provisions of this Section 11(a). The provisions of this Section 11(a) shall survive the termination or earlier expiration of the term of this Lease.

(b) Except for matters for which Tenant indemnifies Landlord as provided above, Landlord shall defend and indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, reasonable attorneys' fees and disbursements) incurred or suffered by Tenant in connection with the loss of life, bodily injury, personal injury or damage to property arising in whole or in part from any act or omission of Landlord, its agents, servants, employees, invitees, contractors, subcontractors, licensees or concessionaires, or its or their respective agents, servants or employees in connection with the ownership or operation of the Premises and the performance of Landlord's Work. Landlord shall also pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Tenant in enforcing the provisions of this Section 11(b). The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Landlord or its licensee or contractor under workers' or workmen's compensation acts, disability benefit acts or other employees benefit acts, and solely for purposes of this indemnity Landlord hereby waives any immunity or any such limitation provided by any such act. The provisions of this Section 11(b) shall survive the termination or earlier expiration of the term of this Lease.

(c) Any indemnification obligations set forth in this Lease shall be subject to the following conditions: (i) the indemnified party shall notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification is sought; (ii) the indemnifying party shall have control of the defense or settlement, provided that the indemnified party shall have the right to participate in such defense or settlement with counsel at its selection and at its sole expense; and (iii) the indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

12. ESTOPPEL CERTIFICATE, SUBORDINATION AND ATTORNMENT.

(a) At any time and from time to time, within ten (10) business days of written request by Landlord or any mortgagee, Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord, a written statement based upon the best of Tenant's then-current knowledge (but with such changes as are necessary to accurately reflect the then-current status of

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such matters): (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Premises, and that this 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, if requested by any mortgagee, agreeing not to amend or modify (except to the extent Tenant expressly has the right to do so hereunder) this Lease without mortgagee's written consent; (iv) certifying whether any notices of a default by Landlord have been sent pursuant to this Lease and whether any defaults described in any such notices have been cured; (v) certifying that there are no claimed defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults, offsets and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid, and, if requested by any mortgagee, agreeing not to prepay rent more than 30 days in advance; (vii) reciting the amount of security deposited with Landlord; and (viii) any other information which Landlord or the mortgagee may reasonably request. Upon the failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this paragraph within the period set forth, Landlord shall provide written notice to Tenant, explicitly referencing this paragraph, of Tenant's failure to comply with this paragraph and provide Tenant an additional five (5) business days to comply with this paragraph. The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this paragraph within the said period following the second written notice as set forth shall be a default under this Lease (i.e., the notice and cure period set forth in Section 19 below shall be inapplicable).

(b) Landlord agrees to deliver to Tenant on or prior to the Delivery Date a subordination, nondisturbance and attornment agreement ("SNDA") in the form as attached to and made a part hereof as **Exhibit E.** Tenant further agrees to provide an SNDA to any of Landlord's lender or lenders in the future, whereby Tenant agrees to subordinate this Lease, and all of Tenant's rights hereunder, to any mortgage that may in the future exist upon the Premises or any part thereof, and any extensions, renewals or amendments thereof, and any replacements thereof (collectively, the "Mortgage"); provided that the SNDA is entered into with the holder thereof ("Mortgagee"), which SNDA may provide, without limitation, that:

(i) the Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date;

(ii) Tenant will not consent to the modification of any terms of this Lease nor to the termination thereof by the Landlord without the prior written consent of Mortgagee;

(iii) that the Mortgagee shall not be (i) liable for any act or omission of any prior landlord or (ii) subject to any offsets or defenses which Tenant might have against any prior landlord;

(iv) Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to the Mortgagee and until a reasonable period of time shall have elapsed following the giving of such notice during which period such holder shall have the right

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to remedy such act or omission; and

(v) in the event the Mortgagee, its successors, transferees or assignees takes possession of the Premises or otherwise succeeds to the interest of Landlord hereunder pursuant to a foreclosure or other action taken under the Mortgage, the rights of Tenant shall continue in full force of effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease in case of the default of Tenant and Mortgagee or such successors, transferees or assignees shall not disturb Tenant's possession or other rights hereunder and that Tenant shall attorn to the Mortgagee, its successors, transferees or assignees under this Lease, and the Lease shall continue in full force and effect.

13. SECURITY DEPOSIT. Tenant has deposited with Landlord the sum of seven thousand ($7,000) dollars as security for the performance or observance by a Tenant of the obligations on the part of Tenant to be performed hereunder. In addition, the Tenant shall provide personal guaranties from all principals of Tenant in the form as attached to and made a part hereof as **Exhibit F**. Landlord shall have the right, without notice of Tenant, and regardless of the exercise of any other remedy Landlord may have by reason of a default, to apply all or a part of said deposit to cure any default of Tenant. If Landlord so applies all or a part of said deposit to cure any default, Tenant shall upon receipt of notice from Landlord, deposit with Landlord the amount so applied so that Landlord shall have the full amount of the security at all times during the term of the Lease. The amounts deposited hereunder shall be returned to Tenant upon termination of this Lease, provided there are at that time no current defaults under this Lease.

14. LANDLORD DEFAULT. Landlord shall be considered in default of its obligations hereunder only if Landlord shall fail to perform such obligations within thirty (30) days after notice by Tenant to Landlord specifying the nature of the alleged failure of Landlord to perform its obligations under this Lease, or, if such default cannot be cured within such time, within such additional time as is reasonably necessary to correct any such default provided that Landlord promptly commences cure and diligently pursues cure to completion. Notwithstanding anything to the contrary in this Lease, to the extent Tenant makes any payment or incurs other obligations as a result of Landlord's default, Landlord shall reimburse Tenant for such costs incurred, including, without limitation, reasonable attorneys' fees and disbursements in the event that Tenant substantially prevails in its claim for reimbursement.

Notwithstanding anything to the contrary contained in this Lease, Tenant agrees that Landlord's shareholders, directors, officers, members, managers, and agents shall never be personally liable for any such judgment, and Tenant hereby waives all claims against such persons.

15. ASSIGNMENT AND SUBLETTING.

(a) Except as permitted below, Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Except for those assignments or subleases expressly allowed without consent as set forth below, Landlord may reject the proposed assignment or sublease for any of the following reasons:

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(i) Landlord in the case of a proposed assignment of this Lease elects to recapture the Premises and terminate this Lease as of the effective date of the proposed assignment (such agreement to provide for the release of Tenant and Landlord from any obligation under this Lease effective as the lease termination date); or

(ii) The proposed use of the Premises after assignment or sublet is materially different from the use permitted under this Lease; or

(iii) The proposed assignee or sublessee is not of a type and quality suitable for the Premises in Landlord's reasonable judgment; or

(iv) Tenant does not agree and acknowledge in a written agreement satisfactory to Landlord its continuing and full obligations and liabilities to Landlord under this Lease notwithstanding the consummation of the proposed assignment or subletting.

(b) Upon receiving Landlord's written consent to a proposed assignment or subletting, a duly executed copy of the assignment or sublease shall be delivered to Landlord within ten (10) days after execution thereof. Any sublease shall provide that the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant hereunder and shall provide that there shall be no further subletting or assignment of the sublease without compliance with the provisions of this Section 15. Any assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. No assignment or subletting shall be deemed to release Tenant from any of its obligations under this Lease, except was specifically set forth in this Lease. No consent by Landlord to any assignment or subletting shall be deemed or interpreted to be an amendment or modification to the terms of this Lease without Landlord's specific and express agreement to such amendment or modification.

(c) If, with the consent of the Landlord, this Lease is assigned or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant uncured within applicable grace periods, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rents herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants and agreements of each of them herein contained.

(d) Tenant shall pay to Landlord monthly on the date payments of Base Rent are due and payable fifty (50%) percent of any "Profits" (as hereinafter defined) received by Tenant with respect to any such assignment or subletting. For purposes hereof, "Profits" shall mean the gross revenue received from the assignee or sublessee during the sublease term or during the assignment, less: (a) the gross revenue (exclusive of any such profits) paid to Landlord by Tenant during the period of the sublease term or during the assignment for the space covered by the sublease or assignment ("Space"); (b) the gross revenue paid to Landlord by Tenant for all days the Space was vacant from the date that Tenant first vacated such Space up to the date the

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assignee or sublessee was to pay rent; (c) any improvement allowance or other economic concession (space planning allowance, moving expenses, etc.,) paid by Tenant to sublessee or assignee; (d) any broker's commission incurred by Tenant; (e) reasonable attorneys' fees incurred by Tenant; (f) any lease takeover costs; (g) the costs associated with any downtime; (h) costs of advertising and marketing the Space.

(e) Tenant agrees to pay to Landlord, on demand, reasonable costs incurred by Landlord in connection with any and all requests made by Tenant for Landlord to consider and consent to any assignment or subletting by Tenant, including Landlord's reasonable attorneys' fees and expenses related thereto.

(f) Notwithstanding the forgoing provisions, Tenant shall have the right at any time to assign this Lease to a franchisee of OrangeTheory Fitness, provided that such franchisee (a) meets all financial and business qualifications required of an OrangeTheory Fitness franchisee, and (b) such franchisee can demonstrate financial capacity equal to or greater than that of Tenant. Upon such assignment Tenant will be released from all obligations relating to the period after the assignment.

16. GOVERNMENTAL REGULATIONS. Tenant and Landlord (subject to the allocation of responsibility to Tenant or Landlord under this Lease) shall comply with all municipal and county ordinances and state and federal statutes, rules and regulations now or hereafter in force, which are or shall become applicable to its use and occupancy of the Premises hereunder.

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

(a) If the Premises, or any part thereof, shall be damaged by fire, the elements, or other casualty, then Tenant shall give notice thereof to Landlord promptly following such occurrence, and except as hereinafter otherwise provided, and subject to the provisions of any mortgage(s) given by Landlord encumbering the Premises, Landlord shall commence, within thirty (30) days after the date of the actual receipt (by Landlord or its mortgagee) of insurance proceeds related thereto, to repair the Premises and shall thereafter prosecute the completion of such repair with due diligence. Landlord and Tenant agree that they will promptly and diligently pursue any applicable insurance proceeds that may be due in connection with any aforementioned occurrence. If the damage to the Premises shall render the whole or any part thereof unusable for Tenant's use, a just proportion of the Base Rent, according to the nature and extent of the damage to the Premises, shall be abated from the date of such damage until the Premises or such part thereof shall be restored for the use and occupation of Tenant. Landlord's efforts to so repair shall be expressly limited to the net amount of the proceeds from insurance (after deducting therefrom the reasonable costs of collecting said proceeds) which Landlord (or its mortgagee) receives as a result of such casualty. Tenant shall promptly and fully cooperate in Landlord's efforts to collect insurance proceeds. Notwithstanding the foregoing or anything else in this Lease to the contrary, if after the beginning of the last Lease Year of the term (taking into account any extensions of the initial term and Tenant's renewal rights), the Premises shall be so damaged or destroyed to the extent of twenty-five percent (25%) or more of its insurable value, Landlord may, if it shall so elect in its sole discretion, terminate this Lease by notice to Tenant within ninety (90) days after Landlord's receipt of notice of any such

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casualty and this Lease shall thereupon terminate, and a just proportion of the rent shall be apportioned as of the time of termination.

(b) Upon completion of any repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to Tenant which shall have been damaged or destroyed and shall complete the same with due diligence. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury or interruption to the business of Tenant resulting from any casualty, Landlord's repair or restoration work or delays related thereto so long as Landlord is diligently pursuing restoration and repair in a commercially reasonable manner.

(c) Subject to the force majeure provisions of this Lease, if Landlord undertakes repair or restoration work under this Section and any substantial portion of the Premises remains untenantable, inaccessible, or otherwise unsuitable for the permitted use on account of fire or other casualty, for a period of more than two hundred forty (240) days from the date of the casualty to substantially complete such repair or restoration work and as of the end of this period, there is not a substantial likelihood that Landlord shall substantially complete restoration and/or other required repairs within forty-five (45) days from that date such that the repairs and restoration will be substantially complete by the end of such forty-five (45)-day period, then Tenant shall have the right to terminate this Lease by written notice to Landlord, which notice shall be effective only if received by Landlord after said two hundred forty (240) day period, but before the date of substantial completion.

(d) Force Majeure. Neither Tenant nor Landlord shall in any event be liable for failure to perform any of its obligations under this Lease (with the specific exception of Tenant's liability, covenant and obligation to pay Base Rent, Additional Rent and other charges hereunder and Tenant's and Landlord's obligations to maintain insurance coverages, which shall not be subject to the terms of this provision) when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of flood, earthquake, lightning, act of God, war or other emergency, or for any other cause beyond Landlord's or Tenant's, as the case may be, reasonable control, or for any other cause due to any act or neglect of the other party, or that party's servants, agents, employees, licensees, or any person claiming by, through or under that party.

18. EMINENT DOMAIN.

(a) If the whole of the Premises shall be acquired or condemned by eminent domain, then this Lease shall cease and terminate as of the date of such taking or purchase and all rent shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and Tenant hereby releases same, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible personal property by reason of the condemnation and for or on account of any cost

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or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures or other tangible personal property.

(b) If any part of the Premises shall be acquired or condemned or purchased as aforesaid and in the event that the Landlord and Tenant reasonably conclude that such partial taking or condemnation or purchase shall render the Premises unsuitable for the business of Tenant (taking into account the possibility of reconfiguration of the Premises and the amount of space needed by Tenant), then this Lease shall cease and terminate as of the date of such taking or purchase. If Landlord and Tenant are not able to reasonably agree on whether such partial taking or condemnation or purchase renders the Premises unsuitable as provided above, Landlord and Tenant agree to submit such issue to mediation with such mediator and upon such terms and conditions as they shall agree upon. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease, with the exception of the rights enumerated in subparagraph (a) above, and the rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation or purchase which is not extensive enough in Landlord's and Tenant's reasonable opinion (or as determined pursuant to mediation as provided above) to render the Premises unsuitable for the business of Tenant, then Landlord shall commence within thirty (30) days after Landlord's receipt of the proceeds due to such taking (or as soon thereafter as is practical under the circumstances), condemnation or purchase to repair, reconfigure or restore the Premises to the extent reasonably necessary to render the remaining portions of the Premises suitable for the purposes for which the Premises were leased and to reconfigure, as reasonably necessary the remaining portion of the Buildings to a complete architectural unit, provided that such work shall not exceed the scope and quality of the work originally required in the construction of such Buildings, less the portion lost in the taking or purchase. Landlord shall thereafter prosecute the completion of such efforts with due diligence subject further to delays resulting from any force majeure events, this Lease shall continue in full force and effect, and the Base Rent payable hereunder from and after said taking or purchase shall be proportionately reduced on a per square foot basis. If, during the course of such restoration, Tenant is deprived of the use of any or all of the Premises, the Base Rent shall be abated during the period of deprivation in proportion to the portion of the Premises made untenantable. Landlord's efforts to restore hereunder shall be further subject to and expressly limited by the restrictions, ordinances, requirements and regulations imposed or enacted by duly constituted public authorities and to the amount and availability of the condemnation proceeds. Notwithstanding the foregoing or anything else in the Lease to the contrary, if after the beginning of the last Lease Year of the term (taking into account any extensions of the initial term and Tenant's renewal rights), there occurs an event of a partial taking or condemnation or purchase that requires under this Section 18 that the Premises be restored and/or reconfigured and such taking or condemnation results in an impact on the Premises that is the equivalent of twenty-five percent (25%) or more of their insurable value, Landlord may nonetheless, if it shall so elect, terminate this Lease by notice to Tenant within ninety (90) days after the date of the actual taking and this Lease shall thereupon terminate, and a just proportion of the rent shall be apportioned as of the time of termination.

(c) Upon completion of any repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to Tenant which shall have been damaged or destroyed or

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shall be in need of reconfiguration and shall complete the same with due diligence. Landlord shal not be liable for any inconvenience or annoyance to Tenant, or for any injury or interruption to the business of Tenant resulting from any casualty, Landlord's repair or restoration work or delays related thereto so long as Landlord is diligently pursuing restoration and repair.

(d) Subject to the force majeure provisions of this Lease, if Landlord undertakes repair or restoration work under this Section and any substantial portion of the restored and/or reconfigured Premises remains untenantable, inaccessible, or otherwise unsuitable for the permitted use, for a period of more than two hundred forty (240) days from the date of Landlord's receipt of sufficient condemnation proceeds to substantially complete such restoration or reconfiguration and/or repair work and as of the end of this period, there is not a substantial likelihood that Landlord shall substantially complete restoration, reconfiguration and/or other required repairs within forty-five (45) days from that date such that the restoration, reconfiguration and/or other required repairs will be substantially complete by the end of such forty-five (45)-day period, then Tenant shall have the right to terminate this Lease by written notice to Landlord, which notice shall be effective only if received by Landlord after said two hundred and forty (240) day period but before the date of substantial completion. In the event of such termination, Tenant shall have no claim against the Landlord nor the condemning authority for the value of any unexpired term of this Lease and Tenant hereby releases same, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible personal property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures or other tangible personal property.

19. DEFAULT.

(a) If:

(i) Tenant shall fail to cure any monetary default (e.g., failure to pay Base Rent, Additional Rent or other charges due hereunder) or any default in its obligation to maintain or provide insurance within seven (7) days of written notice thereof (provided, however, that Tenant shall not be entitled to such notice and the cure period for Base Rent or Additional Rent shall begin on the due date without any notice during the remainder of any Lease Year after Tenant has defaulted in any rental payment obligation and failed to cure such default within the foregoing applicable cure period more than two (2) times in such Lease Year), or

(ii) Tenant shall fail to cure any default in the performance of any of its non-monetary covenants, agreements or obligations hereunder within thirty (30) days of written notice of default from Landlord; provided that so long as Tenant has diligently commenced cure within said thirty (30) days and has been unable to complete same within said thirty (30) days, Tenant shall have such additional time as is necessary to cure provided that Tenant promptly commences cure and diligently pursues such cure to completion; or

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(iii) Tenant shall make any assignment for the benefit of creditors or shall appl for or consent to the appointment of a receiver for themselves or any of their property; or

(iv) Tenant shall be adjudged an involuntary bankrupt, or a decree or order for reorganization under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered against Tenant, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or

(v) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant to, or purporting to be pursuant to, the federal bankruptcy laws as now or hereafter amended, Tenant shall institute any proceedings for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(vi) Tenant's leasehold interest hereunder shall be taken on execution; or

(vii) A decree or order appointing a receiver of all or substantially all of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within ninety (90) days from the date of entry or granting thereof;

then (notwithstanding any license of any former breach of this Lease or waiver of the benefit hereof or consent in any former instance) in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Premises, and upon such entry or mailing this Lease shall immediately terminate, and all of Tenant's rights hereunder shall cease and terminate. In addition to the foregoing and not in lieu of any of Landlord's rights and remedies hereunder or at law or in equity, if a petition is filed by Tenant for relief under Chapter 11 of Title 11 of the United States Code, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Tenant and is not dismissed within sixty (60) days thereafter, then in either of such cases this Lease shall at the option of Landlord terminate upon notice of termination to Tenant.

(b) Further, in case of any termination of this Lease under this Section, and notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, Tenant, as of the date of such termination, (i) shall immediately pay to Landlord as damages all amounts due to Landlord prior to and including the date of termination; (ii) shall be immediately liable for and pay to Landlord as damages for such default the amount by which all amounts due under this Lease for the remainder of the Term as if this Lease had not terminated (including both Base Rent and all forms of Additional Rent) and any other balances due under this Lease for such period exceeds the net rent and additional rent received during such period from new leases of the Premises entered into pursuant to Landlord's "duty to mitigate" as described in Section 6010-A of Title 14, Maine Revised Statutes Annotated, as the same may be revised, replaced or amended from time to time, and to the extent the same is applicable to

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Landlord's recovery of damages from Tenant. In determining the net rent from such new lease there shall be deducted from each monthly rental payment the monthly amortization amount of the reasonable costs of reletting the Premises including real estate commissions, advertising and reasonable costs of renovating the Premises to suit any new tenant or tenants, such amortization to be on a straight line basis over the term of the applicable new lease. In addition to the foregoing and notwithstanding any other damages or payments due from Tenant under this Lease or at law or in equity, Tenant agrees that, in the event of its breach of this Lease, it shall be liable to Landlord for Landlord's reasonable attorneys' fees and court costs related to or arising out of Tenant's breach or default of its obligations under this Lease, in the event of termination and otherwise.

(c) Landlord may, at its sole option and without waiving any claim for damages for breach of this Lease or any of Landlord's other remedies hereunder, at any time after an event of default cure such default on the account of Tenant, and Tenant agrees to reimburse Landlord for any amount paid by Landlord in so doing (including reasonable attorneys' fees) as Additional Rent and save Landlord harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor. Landlord's performance of any of Tenant's obligations or covenants shall not release Tenant from liability for nonperformance or breach and Landlord shall not be liable to Tenant for any interference or disruption of Tenant's operations or business caused by or related to Landlord's exercise of its rights hereunder, provided that such rights are exercised in a commercially reasonable manner.

(d) Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, the damages are to be proved, provided that such amount is equal to or less than the amount of the loss or damage referred to herein.

(e) Notwithstanding anything in this Lease to the contrary, and in addition to and not in lieu of anything specifically set forth herein, Landlord shall be entitled to all remedies available to landlords at law and equity, including, without limitation, the remedy of forcible entry and detainer. TENANT, FOR ITSELF, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ACTION AND ANY PROCEEDING TO COLLECT ANY MONEY OR PAYMENTS DUE FROM TENANT UNDER THIS LEASE BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS. LANDLORD, FOR ITSELF, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING TO ENFORCE THIS LEASE BROUGHT BY TENANT, OR TENANT'S SUCCESSORS AND/OR ASSIGNS.

20. HAZARDOUS WASTE.

(a) Tenant covenants and agrees that, with respect to its operations and specifically with respect to any hazardous, toxic or special wastes, materials or substances including without

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limit waste oil and petroleum products, defined or identified in, or regulated by, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.) and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.) or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning the environment or any hazardous or toxic waste, substance or material (the "Hazardous Materials"), as now or at any time hereafter in effect (collectively, "Environmental Laws") which Tenant, its agents or employees, may use, receive, handle, store, permit on the Premises, or generate in the conduct of its business at the Premises, Tenant shall: (i) comply with all applicable Environmental Laws which relate to the treatment, storage, transportation and handling of Hazardous Materials; (ii) in no event permit or cause the discharge or disposal of Hazardous Materials in, on or about the Premises in violation of any applicable Environmental Laws; (iii) with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package and transport the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by any applicable Environmental Laws; (iv) at no time operate the Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of Hazardous Materials; (v) to the extent any Hazardous Materials may be temporarily stored at the Premises as part of the ordinary course of Tenant's business, store such materials in secure containers in compliance with all applicable Environmental Laws; (vi) at reasonable times permit Landlord, any mortgagee or their respective agents or employees to enter the Premises to inspect the same for compliance with the terms of this Section 20 and further make available to Landlord, upon fourteen (14) days prior written notice, all manifests and other records which Tenant may be obligated to obtain and keep in accordance with any applicable Environmental Laws; and (vii) at Tenant's sole cost, risk and expense, remove and/or remediate in accordance with all applicable Environmental Laws all Hazardous Materials placed, discharged, released, arriving at, or deposited exclusively after the Commencement Date in, upon or under the Premises in violation any Environmental Laws; provided, however, Tenant shall not be responsible for any cost, risk, or expense that arises, in whole or in part, from any Hazardous Materials placed, discharged, released, arriving at, or deposited in, upon or under the Premises prior to the Lease Date (collectively, the "Prior Environmental Conditions").

(b) Landlord shall be and remain fully responsible for all Prior Environmental Conditions. If during the term hereof any Prior Environmental Conditions are discovered, Landlord shall, at its sole cost, risk and expense, remove and/or remediate in accordance with all applicable Environmental Laws all Hazardous Materials placed, discharged, released, arriving at, or deposited in, upon or under the Premises prior to the Lease Date.

(c) In addition to and not in derogation of any other indemnification obligations of Tenant under this Lease, Tenant further agrees to hold harmless and indemnify Landlord for and against any and all claims, loss, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Section 20; provided, however, this indemnification and hold harmless obligation of the Tenant shall not apply, and instead Landlord shall indemnify and hold harmless Tenant for any such claims, losses, costs, damages and expenses incurred by Tenant to the extent the same arise from any Prior Environmental Conditions.

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(d) The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease.

21. ACCESS OF LANDLORD. Upon not less than twenty-four (24) hours prior verbal or written notice (except in case of emergency, when no prior notice shall be required) and subject to the reasonable requirements of Tenant to preserve the confidentiality of any portion of its business or operations, Landlord shall have reasonable access to the Premises for the purpose of examining the same, showing the same to potential purchasers, mortgagees or tenants (provided that showings to tenants shall be made only during the final Lease Year), or to perform any of Tenant's obligations where Landlord is doing so under its exercise of its rights hereunder or to make any replacements or casualty repairs or perform any casualty or eminent domain-related reconstruction as is provided for under this Lease.

22. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall be binding upon and inure to the benefit of the successors and permitted assigns of Landlord and the successors and permitted assigns of Tenant. In the event of any transfer of Landlord's interest in the Premises, upon receipt by Tenant of a written instrument pursuant to which the transferee of Landlord's interest in the Premises expressly assumes and agrees to perform the obligations and liabilities of Landlord hereunder, the party that is transferor of Landlord's interest shall cease to be liable and shall be automatically released from all liability for the performance or observation of any agreements or conditions on the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable therefor. Notwithstanding the foregoing, nothing in this paragraph shall release Landlord or any subsequent transferor from liability arising or accruing prior to the time of said transfer.

23. LANDLORD'S COVENANT OF QUIET ENJOYMENT. Upon payment by Tenant of the Base Rent, Additional Rent and other charges herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall, subject to the terms and conditions hereof, peaceably and quietly hold and enjoy the Premises for the term of this Lease and any extensions thereof without hindrance or interruption by Landlord or any person or persons claiming by, through or under Landlord. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is or will be on the Commencement Date the fee owner of the Premises free and clear of all encumbrances and restrictions which would prevent or interfere with the use of the Premises for business offices; that on and after the Commencement Date to the best of Landlord's knowledge the Premises shall be free and clear of all liens and encumbrances superior to this Lease which could adversely affect the use and enjoyment of the Premises in accordance with the terms of this Lease other than those that may have arisen from or relate to Tenant or its agent's actions or failure to act.

24. WAIVER. The waiver by any party to this Lease of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein contained. No payment by Tenant or receipt by Landlord of any Rent or other amounts due

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hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction (unless otherwise confirmed by Landlord in writing), and Landlord may accept any such check as full or partial payment of the due charges without prejudice to Landlord's right to recover the balance of such installment or payment or pursue any other rights or remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease shall reinstate, continue or extend the Lease term or Tenant's right of possession.

25. NOTICES. Any notice, demand, request or other instrument required or permitted to be given under this Lease shall be delivered in person, sent by certified mail, postage prepaid, or sent by FedEx or other recognized overnight courier service, and shall be addressed (a) if to Landlord addressed to Landlord, c/o Northland Enterprises, LLC, 17 South Street, 3rd Floor, Portland, Maine 04101, with a copy to Timothy H. Boulette, Esq., Murray, Plumb & Murray, 75 Pearl Street, P.O. Box 9785, Portland, ME 04104-5085, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, 6 Crestwood Drive, Hudson, NH 03051, with a copy to Harper R. Marshall, Esq., Devine, Millimet & Branch, P.A., 111 Amherst Street, Manchester, NH 03101, or at such other address as Tenant shall designate by written notice. All notices shall be deemed received three (3) days after mailing (except in the case of notices delivered by overnight courier service, in which case, the notice shall be deemed received the next business day after mailing). After receiving written notice from any person, firm, or other entity, stating that it holds a Mortgage on the Premises, Tenant shall, so long as such Mortgage is outstanding, be required to give to such holder the same notices as are required to be given to Landlord under the terms of this Lease. Any such Mortgage holder shall have the same opportunity to cure any default, and the same time within which to effect such cure, as is available to Landlord, or such additional time as is set forth in any agreement or document between such holder and Tenant.

26. HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the term of this Lease and any extensions thereof, such possession shall be as month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease for the period just preceding such termination shall be applicable, except that monthly rent shall be in the amount of two (2) times the then-current monthly rent. Landlord or Tenant may terminate any such month-to-month tenancy by giving the other thirty (30) days prior written notice.

27. LANDLORD AND TENANT DEFINED; USE OF PRONOUN. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, trusts or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If either Landlord or Tenant is more than one party, then their obligations shall be joint and several.

28. MISCELLANEOUS.

(a) The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect the meaning of this Lease.

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(b) Neither party shall record this Lease without the prior written consent of the other, but each party agrees, at the request of the other, to enter into a Memorandum of Lease in substantially the form attached to and made a part hereof as **Exhibit G**, which Memorandum may be recorded by either party in the Cumberland County Registry of Deeds. If this Lease shall terminate or expire pursuant to the terms and conditions set forth herein, Tenant shall, upon request of Landlord, execute and deliver a commercially reasonable instrument within fifteen (15) days after the effective date of such termination or expiration, in a form suitable for recording, acknowledging that the rights of Tenant under said Lease have so terminated or expired.

(c) If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance 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.

(d) This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant.

(e) Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith have been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation, enforceable according to its terms. Each shall provide the other upon request with written evidence of such authority, power and capacity, including without limitation, a legal opinion from counsel for such party as to same.

(f) This Lease shall be governed solely by the laws of the State of Maine, excluding the application of its choice of law principles. Tenant consents to the personal and subject matter jurisdiction of the United States Federal courts located in the State of Maine and the Maine State Courts located in Cumberland County Maine for the enforcement of or any dispute or matter arising under this Lease.

29. BROKERAGE. Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning this Lease other than Summit Realty Partners, Inc. and CBRE/The Boulos Company. In the event of any brokerage claims against Landlord by any other broker claiming by, through or under Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim. Landlord agrees that in the event of any brokerage claims against Tenant by any other broker claiming by, through or under Landlord, Landlord agrees to defend the same and indemnify Tenant against any such claim.

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30. TENANT FINANCIALS. If at any time during the term of this Lease Tenant's financial statements are not publicly available, Tenant agrees to provide Landlord upon written request therefor its then most recent three (3) years of financial statements, subject to Landlord, its lender or prospective purchaser of the Premises entering into commercially reasonable confidentiality agreement(s).

31. INTENTIONALLY OMITTED.

32. TENANT'S ADDITIONAL RIGHTS.

(a) Tenant shall also be permitted to place "Coming Soon" and "Grand Opening" banners in the storefront, as applicable, for 12 weeks each, and may erect similar banners for special promotions during the term of the Lease for up to 2 weeks each, four (4) times per calendar year. All such banners shall be first approved by Landlord, which approval shall not be unreasonably withheld, and shall comply with all applicable laws and codes.

(b) Tenant shall be permitted to place a kiosk comprising a moveable table with a four spoke logoed tent or a table and chairs, to be located in the space indicated on **Exhibit A**, to facilitate Tenant's pre-sales, membership, and gift card sales for a period of up to twelve (12) weeks prior to opening, and for four (4) weeks after opening. Such kiosk may also be used for occasional promotions throughout the year, provided that such use shall not unreasonably interfere with access to the Center by Landlord and Landlord's other tenants.

(c) Franchise Addendum. The provisions of the Orange Theory Fitness Addendum to Lease Agreement attached hereto as **Exhibit H** are incorporated herein by reference (the "Lease Addendum").

[Signatures appear on following page]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

VANDELAY INDUSTRIES LLC

Witness

By: _____
Joel Benthien, Member

DKBI ABUTILON, LLC

Witness

By: _____
Its: Manager

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EXHIBIT A

Plan of Premises, Building and Center

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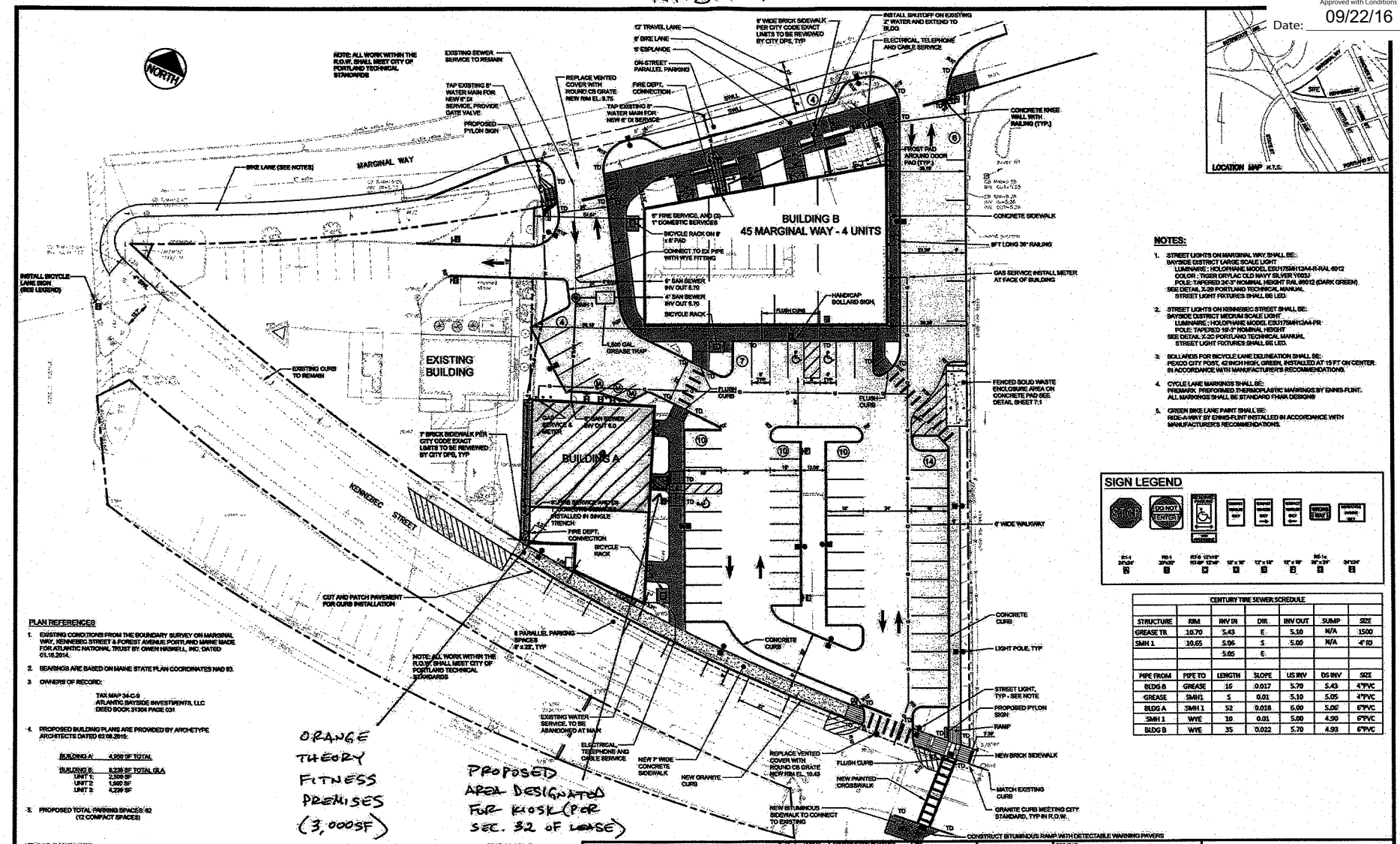
EXHIBIT A



NOTES:

1. STREET LIGHTS ON MARGINAL WAY SHALL BE:
   BAYSIDE DISTRICT LARGE SCALE LIGHT
   LUMINAIRE : HOLOPHANE MODEL ESV175MH12A4-R-RAL 6012
   COLOR : TIGER DRYLAC OLD NAVY SILVER Y003J
   POLE: TAPERED 24'-3" NOMINAL HEIGHT RAL 6012 (DARK GREEN)
   SEE DETAIL X.20 PORTLAND TECHNICAL MANUAL
   STREET LIGHT FIXTURES SHALL BE LED.
2. STREET LIGHTS ON KENNEBEC STREET SHALL BE:
   BAYSIDE DISTRICT MEDIUM SCALE LIGHT
   LUMINAIRE : HOLOPHANE MODEL ESV175MH12A4-PR
   POLE: TAPERED 19'-3" NOMINAL HEIGHT
   SEE DETAIL X.20 PORTLAND TECHNICAL MANUAL
   STREET LIGHT FIXTURES SHALL BE LED.
3. BOLLARDS FOR BICYCLE LANE DELINEATION SHALL BE:
   PEDICO CITY POST, 42 INCH HIGH, GREEN, INSTALLED AT 15 FT ON CENTER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. CYCLE LANE MARKINGS SHALL BE:
   PREMARK PREFORMED THERMOPLASTIC MARKINGS BY ENNIS-FLINT. ALL MARKINGS SHALL BE STANDARD FHWA DESIGNS
5. GREEN BIKE LANE PAINT SHALL BE:
   RIDE-A-WAY BY ENNIS-FLINT INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

SIGN LEGEND

CENTURY TIRE SEWER SCREDULE

STRUCTURE	RIM	INV IN	DIR.	INV OUT	SUMP	SIZE
GREASE TR.	10.70	5.43	E.	5.10	N/A	1500
SMH 1	10.65	5.06	S	5.00	N/A	4' ID
		5.05	E.			

PIPE FROM	PIPE TO	LENGTH	SLOPE	US INV	DS INV	SIZE
BLDG B	GREASE	15	0.017	5.70	5.43	4"PVC
GREASE	SMH1	5	0.01	5.10	5.05	4"PVC
BLDG A	SMH 1	52	0.018	5.00	5.06	6"PVC
SMH 1	WYE	10	0.01	5.00	4.90	6"PVC
BLDG B	WYE	35	0.022	5.70	4.93	6"PVC

PLAN REFERENCES

1. EXISTING CONDITIONS FROM THE BOUNDARY SURVEY ON MARGINAL WAY, KENNEBEC STREET & FOREST AVENUE, PORTLAND, MAINE MADE FOR ATLANTIC NATIONAL TRUST BY OWEN HASKELL, INC. DATED 01.16.2014.
2. BEARINGS ARE BASED ON MAINE STATE PLAN COORDINATES NAD 83.
3. OWNERS OF RECORD:
   TAX MAP 34-C-9
   ATLANTIC BAYSIDE INVESTMENTS, LLC
   DEED BOOK 31304 PAGE 031
4. PROPOSED BUILDING PLANS ARE PROVIDED BY ARCHETYPE ARCHITECTS DATED 02.08.2016:

BUILDING A:	4,950 SF TOTAL
BUILDING B:	8,239 SF TOTAL GLA
UNIT 1:	2,500 SF
UNIT 2:	1,540 SF
UNIT 3:	4,239 SF

5. PROPOSED TOTAL PARKING SPACES: 62
   (12 COMPACT SPACES)

FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 139, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

REV	DATE	DESCRIPTION
12	03.18.16	ISSUED FOR CLIENT REVIEW
11	11.02.15	CONSTRUCTION REVISIONS
10	08.10.15	REVISED TENANT AREAS - BUILDING B
9	05.21.15	REVISED FOR FINAL TRAFFIC COMMENTS
8	03.16.15	REVISED FOR FINAL CITY COMMENTS
7	04.24.15	ISSUED FOR CONSTRUCTION
6	04.10.15	REVISED PER CITY COMMENTS
5	04.01.15	REVISED PER CITY COMMENTS
4	03.03.15	MAJOR REVISIONS TO PARKING AND RAMPS
3	02.13.15	ISSUED FOR CITY PERMIT
2	12.31.14	ISSUED FOR CLIENT REVIEW
1	11.06.14	RELEASED FOR CLIENT REVIEW

REVISIONS

P.E. ANDREW D. JOHNSTON
LIC. #9984

PROJECT
CENTURY TIRE PLAZA
195 KENNEBEC STREET, PORTLAND, ME

SHEET TITLE
SITE LAYOUT AND UTILITY PLAN

CLIENT
NORTHLAND ENTERPRISES, LLC

FST
FAY, SPOFFORD & THORNDIKE
ENGINEERS - PLANNERS - SCIENTISTS
178 MAIN ST. SUITE 4, SOUTH PORTLAND, ME 04106

DRAWN:	ADJ	DATE:	11.25.14
DESIGNED:	ADJ	SCALE:	1" = 20'
CHECKED:	ADJ	JOB NO.	SP-M100
FILE NAME:	sp-m100_base_rev-03-15-2016.dwg		
SHEET	C-3.0		

V:\1953\active\SP-M100 Century Tire Site Design - Portland, ME\Cadd\Panel Drawings\sp-m100_base_rev-03-15-2016.dwg sphaxton 4/27/2016 2:03 PM

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EXHIBIT B

RENT COMMENCEMENT DATE AGREEMENT

THIS RENT COMMENCEMENT DATE AGREEMENT (this "Agreement") is executed as of this _____ day of _____, 20__ by **DKBI Abutilon, LLC**, a _____ limited liability company ("Tenant") and **Vandelay Industries LLC**, a Maine limited liability company ("Landlord"), with respect to that certain Lease dated _____, 2016, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 3,000 square feet and located in Portland, Maine (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.

2. The Rent Commencement Date occurred on _____.

3. The initial term expires on _____.

4. If properly exercised by Tenant, the first Renewal Term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the first Renewal Term on or before _____.

5. If properly exercised by Tenant, the second Renewal Term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the second Renewal Term on or before _____.

6. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation of Term of Lease as of the date first set forth above.

LANDLORD:
Vandelay Industries LLC,
a Maine limited liability company

By:_____

Name: Joshua A. Benthien
Title: Manager

TENANT:
DKBI Abutilon, LLC,
a _____ limited liability company

By:_____

Name:
Title:

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EXHIBIT C

LANDLORD'S WORK

(See Attached)

Landlord will deliver the Premises in a Vanilla Shell Condition as follows:

- Two ADA and Code Compliant Restrooms in a location to be determined by Tenant
- 225 Amp Electrical Panel, Electric Distributed by Code
- New HVAC units: 1 ton per 200sf stubbed to premises but not distributed. One year warranty on HVAC units.
- Sprinkler heads provided for basic shell building coverage only with upright exposed heads and does not take into account any finish ceilings or interior partitions; Tenant is responsible for any additional sprinkler work to provide proper coverage to accommodate Tenant's interior partition layout, finish ceilings, mezzanines, etc. per NFPA 13 guidelines and codes
- A smooth and level concrete slab floor without elevation changes (ail finish flooring by tenant except for bathrooms)
- Frame, insulate, and drywall demising partition walls. Walls to be primed and ready for Tenant's finish
- Supply sign junction box and electrical supply to within five feet from the location of proposed sign
- Lighting by tenant except for bathroom light fixtures
- Clear glass store front with one glass door in good working condition. All entries must meet ADA standards
- Rear Access door – 3'x 7'
- Telephone: A 1" conduit with pull-string shall be provided for Tenant to tie into below the Premises from main building demarcation point to Tenant's phone board panel within tenant space
- All utilities stubbed to the Premises or located within the Premises

CITY OF PORTLAND, MAINE
RESURGAM
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Harper R. Marshall

From: dwayne.duprey@sixhillsgiantcorp.com on behalf of Dwayne Duprey <dduprey@orangetheoryfitness.com>
Sent: Friday, June 10, 2016 8:59 AM
To: Harper R. Marshall
Subject: Fwd: OTF - Marginal Way Building A Info
Attachments: Building A MEP CAD Drawings.zip; CENTURY TIRE A1-01 - BUILDING A FLOOR PLAN.dwg; OTF Marginal Way - Demising Wall Detail.pdf

FYI on the construction $$

Best,

Dwayne Duprey

Franchise Owner - Nashua , Bedford, NH, Portland ME

Area Developer - VT, NH, ME

Orangetheory Fitness

C: 603-325-5315 dduprey@orangetheoryfitness.com | Visit our Website

orangetheory® FITNESS

This electronic mail transmission and any attachments are confidential and may be privileged. They should be read or retained only by the intended recipient. If you have received this transmission in error, please notify the sender immediately and delete the transmission from your system.

---------- Forwarded message ----------
From: **Brad Fries** <brad@northlandus.com>
Date: Wed, Jun 8, 2016 at 3:40 PM
Subject: OTF - Marginal Way Building A Info
To: "dduprey@orangetheoryfitness.com" <dduprey@orangetheoryfitness.com>
Cc: Josh Benthien <josh@northlandus.com>

Hey Dwayne,

Thanks again for taking the time to review everything with us this morning. In follow up to our discussion, I am sending you CAD files that your design team can use to create your interior fit-up plans. I don't have an exterior architectural elevation

CAD drawing yet but I'm trying to get it from our architect. I will forward that to you upon receipt. I am also provi info below regarding the RTU's and credit for the remaining LL work that we discussed on today's call.

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RTU's – I confirmed that there is one (1) 10-ton RTU and one (1) 5-ton RTU already in place serving the OTF tenant total tonnage of 15 tons. Just an FYI – The 5-ton unit is currently positioned on the opposite side of the demising wall. This means part of the tenant GC's duct distribution work will need to include penetrating through the demising wall with a fire-rated damper. Let me know if you or your MEP engineer has any questions about this.

Credit for Remaining LL Work – As discussed on the phone, the work left to be completed by the LL per the lease agreement includes: two (2) complete ADA bathrooms, the remaining concrete slab on grade, the demising wall, the j-box (for future facade signage), and a 1" empty conduit w/pull string for tenant's phone line stubbed to tenant space. All other LL work outlined in the lease are in place already.

We can offer you a credit of **$28,159** for the tenant to assume responsibility of the remaining LL scope of work. Below is a cost breakdown for those LL scope items. If this looks acceptable to you then perhaps we can create an amendment to the lease to document these changes for the sake of both parties.

Two (2) ADA Bathrooms = $16,350 ($8,175/ea)
Concrete Slab = $6,256 (1,925sf x $3.25/sf)
Phone Conduit = $525
J-Box for Signage = $450
Demising Wall = $4,578 (59lf x 16' ht = 944sf x $4.85/sf = $4,578)

Total = $28,159

Let us know if you have any questions.

Thanks!

Brad Fries
Development Director/Partner
Northland Management Corp.
17 South Street, 3rd Floor
Portland, ME 04101
P: (207) 780-0223 x204
C: (207) 232-0250
NORTHLAND

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EXHIBIT D
TENANT SIGN PLANS

See attached.

Windows of the Premises may be completely covered with opaque graphics. See attached for an example.

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CITY OF PORTLAND, MAINE

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EXHIBIT "A"

Marks

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EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, _____, by and between **DKBI Abutilon, LLC**, a _____ limited liability company ("Tenant"), whose address is _____, **Bangor Savings Bank**, a Maine bank, whose address is 280 Fore Street, Portland, Maine 04101 ("Lender"), and **Vandelay Industries LLC**, a Maine limited liability company, whose address is c/o Northland Enterprises, LLC, 17 South Street, Portland, Maine 04101 ("Landlord").

A. Lender has entered into a loan agreement or other credit agreement dated _____, _____ with Landlord secured by, among other things, a mortgage encumbering (the "Mortgage") that certain real property legally described on **Exhibit A** attached hereto (the "Property"); and

B. Tenant is the present lessee under a lease dated as of _____, made by Landlord demising a portion of the Property (said lease and all amendments thereto being referred to as the "Lease"); and

C. Lender is agreeable to not disturbing Tenant's possession of the Premises (as such term is defined in the Lease) so long as Tenant is not in default under the Lease.

NOW, THEREFORE, the parties agree as follows:

1. Subordination. The Lease, and all estates, rights and interest contained or created thereunder, are and shall be and continue to be subject and subordinate in all respects to the lien of the Mortgage (including, without limitation, the casualty and condemnation provisions of the Lease), and to all amendments, restatements, renewals, modifications and extensions of the Mortgage.

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or of any terms, easements, or conditions of the Lease on Tenant's part to be performed: (a) Tenant's possession of the Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or if the Premises shall be sold to the Lender by reason of foreclosure, statutory power of sale or other non-judicial proceedings brought to enforce the Mortgage, or the Premises shall be

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transferred to the Lender by deed in lieu of foreclosure, the Lease shall continue in full force an effect as a direct Lease between the Tenant and the Lender or any person acquiring the interest of Landlord under the Lease as a result of any such action or proceeding (the "Purchaser") who shall succeed to the rights and duties of the Landlord under Lease. Tenant shall attorn to Lender or Purchaser, who shall succeed to the rights and duties of the Landlord under Lease. Tenant shall attorn to Lender or Purchaser as its landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or Purchaser until: (a) Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender that Lender or Purchaser has succeeded to Landlord's interest under the Lease; or (b) receives written notice from Lender that Lender or Purchaser is entitled to receive such rent pursuant to an assignment document executed by Landlord and Tenant is furnished with a copy of such executed assignment agreement. The notices described in the immediately preceding sentence shall be provided to Tenant at least thirty (30) days prior to Tenant having any obligation to pay rent to Lender or Purchaser pursuant to the immediately preceding sentence.

4. Lender's Option to Cure Landlord's Default. Tenant agrees that Landlord shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees not to terminate the Lease until: (i) it has given written notice of any act, omission, or default of the Landlord to Lender or its successors and assigns; and (ii) Lender, or its successors or assigns shall, within thirty (30) days of the receipt of such notice, have failed to cure or failed, with reasonable diligence, to commence, pursue or complete reasonable action to cure or remedy any act, omission or default of Landlord. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed.

5. Notice of Discharge. Landlord shall give thirty (30) days prior written notice to Tenant of the reconveyance or other release of the Mortgage; provided, however, that no such notice shall be binding on the Lender.

6. Limitation. Neither this Agreement nor the Mortgage shall apply to any furniture, equipment or personal property owned or leased by Tenant which is now or hereafter placed or installed on the Premises, and Tenant shall have the full right to remove said items at any time during or at the expiration of the Lease term.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall insure to the benefit of the parties hereto and their representatives, successors and assigns.

8. Successor Liability. If Lender or Purchaser shall succeed to the interest of the Landlord under the Lease, Lender or Purchaser shall not be:

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(a) liable for any act or omission of any prior or succeeding landlord (including Landlord) except those acts or omissions that are continuing after Lender or Purchaser succeeds to the interest of Landlord under the Lease;

(b) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any prior to succeeding landlord (including Landlord);

(c) liable for the return of any security deposit which Tenant under the Lease has paid to any prior lessor under the Lease;

(d) subject to any offsets or defenses which the Tenant under the Lease might have against any prior lessor under the Lease;

(e) bound by any material amendment or modification of the Lease made without the Lender's prior written consent;

(f) bound by any consent by any lessor under the Lease to any assignment or sublease of the Tenant's interest in the Lease made without also obtaining Lender's prior written consent; or

(g) personally liable for any default under the Lease or any covenant or obligation on its part to be performed thereunder as lessor, it being acknowledged that Tenant's sole remedy in the event of such default shall be to proceed against Purchaser's or the Lender's interest in the Property, including recovery of any insurance proceeds thereof.

9. Prepayment. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

10. Payment to Lender. In the event Tenant receives written notice (the "Rent Payment Notice") from Lender or from a receiver for the Premises that there has been a default under the Mortgage and that rentals due under the Lease are to be paid to Lender or to the receiver, Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice without any obligation to inquire into the factual basis of such notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable

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Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Landlord.

11. Recordation of Agreement. Lender may record this Agreement upon execution in the real property records of the governing authority applicable to the Property. In the event that Lender does not record this Agreement within thirty (30) days after its effective date, Tenant may, but shall not be required to, record this Agreement. Upon execution and recordation (if recordation is required to recognize Tenant's interest in the event of a foreclosure), this Agreement shall be evidence of the existence of the Lease and Tenant's interest in the Property.

12. Notices. Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by any party to give or serve any such notice, demand or declaration to any other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Agreement.

To Landlord at:	Vandelay Industries LLC c/o Northland Enterprises, LLC 17 South Street, 3rd Floor Portland, ME 04101 Attn: Joshua Benthien
with a copy to:	Timothy H. Boulette, Esq. Murray Plumb & Murray 75 Pearl Street P.O. Box 9785 Portland, ME 04104-5085
To Lender at:	Bangor Savings Bank 280 Fore Street Portland, ME 04101 Attn: Shawn McKenna, Vice President

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with a copy to: Dennis C. Sbrega, Esq.
Preti Flaherty, LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546

To Tenant at: DKBI Abutilon, LLC

_____

_____
Attn: Dwayne Duprey

with a copy to: Harper R. Marshall, Esq.
Devine, Millimet & Branch, PA
111 Amherst Street
Manchester, NH 03101

Notices, demands or declarations given under this Agreement will be deemed to have been given when received or when receipt is refused.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

14. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and permitted assigns, respectively, of the Lender, Tenant and Landlord. The reference contained to successors and assigns of Tenant is not intended to constitute and does not constitute a consent by Landlord or the Lender to an assignment by Tenant, but has reference only to those instances in which the lessor under the Lease and the Lender shall have given written consent to a particular assignment by Tenant thereunder.

[NO FURTHER TEXT. SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

DKBI Abutilon, LLC
a _____ limited liability company

By:_____
Name: _____
Title: _____

LENDER:

Bangor Savings Bank,
a Maine bank

By:_____
Name: Shawn McKenna
Title: Vice President

LANDLORD:

Vandelay Industries LLC,
a Maine limited liability company

By:_____
Name: _____
Title: Manager

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ACKNOWLEDGEMENTS

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as _____ of **DKBI Abutilon, LLC**, a _____ limited liability company.

Witness my hand and seal.

_____
Notary Public
My Commission Expires: _____

STATE OF MAINE)
) ss.
COUNTY OF Cumberland)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Shawn McKenna, as Vice President of **Bangor Savings Bank**, a Maine Bank.

Witness my hand and seal.

_____
Notary Public
My Commission Expires: _____

STATE OF MAINE)
) ss.
COUNTY OF Cumberland)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as Manager of **Vandelay Industries LLC**, a Maine limited liability company.

Witness my hand and seal.

_____
Notary Public
My Commission Expires: _____

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EXHIBIT F

GUARANTY OF LEASE

THIS GUARANTY is made as of _____ ___, 2016, by _____, an individual with an address at _____ (the "Guarantor"), to VANDELAY INDUSTRIES LLC, a Maine limited liability company, with a place of business at c/o Northland Enterprises, LLC, 17 South Street, Unit 3, Portland, ME 04101 (the "Landlord").

WHEREAS, DKBI Abutilon, LLC, a New Hampshire limited liability company, with a place of business at _____ (the "Tenant"), desires to lease from Landlord, by Lease Agreement of even date herewith (the "Lease"), the premises located at 195 Kennebec Street, Portland, Maine, as more particularly described in the Lease; and

WHEREAS, Landlord is unwilling to execute the Lease unless Guarantor executes and delivers to Landlord this Guaranty.

NOW THEREFORE, to induce Landlord to execute the Lease, Guarantor represents, warrants, covenants, and agrees as follows:

1. The making and performance of this Guaranty by Guarantor will not result in any breach of any term, condition or provision of, or constitute a default under, any contract, agreement or other instrument to which Guarantor is a party or by which Guarantor may be bound, or result in a breach of any regulation, order, writ, injunction or decree of any court or any commission, board of other administrative agency entered in any proceeding to which Guarantor is a party or by which Guarantor may be bound.

2. The term "Lease" as used herein means the Lease described above as the same may be modified or supplemented to the extent permitted hereunder.

3. The term "Obligations" as used herein means all obligations of Tenant under the Lease, including but not limited to Tenant's obligation to pay all rent and additional rent due and owing under the Lease (collectively, the "Rent"); provided that such obligation shall be limited to the Rent due and owing for a maximum of two (2) years after Landlord issues a Notice of Default to Tenant, plus Landlord's legal fees and expenses of collection.

4. Guarantor hereby irrevocably and unconditionally guarantees the payment, performance and fulfillment of all of the Obligations, and hereby fully indemnifies and holds Landlord harmless from and against any cost, claim, liability, damage or expense

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(including but not limited to attorneys' fees) which Landlord incurs in the event Guarantor does not punctually pay, perform and/or fulfill all of the Obligations.

5. Guarantor hereby waives notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty and any other notice to or demand upon Guarantor which Landlord might otherwise be required to give or make in connection with any matter relating to this Guaranty.

6. This Guaranty is direct and immediate, absolute and unconditioned, and may be enforced without prior resort by Landlord to any right of dispossess or other remedies it may have under the Lease or against Tenant or any other person or against any security or collateral and without the necessity of any suit or proceeding by Landlord of any nature whatsoever against Tenant.

7. This Guaranty is absolute and is not conditioned in any way upon the genuineness, validity, regularity or enforceability of the Lease or the Obligations.

8. All losses, damages, attorneys' fees and other costs and expenses of whatsoever nature which Landlord incurs in connection with or incidental to the enforcement of the performance of any of the Guarantor's obligations under this Guaranty shall immediately be payable by Guarantor to Landlord.

9. If Guarantor fails to pay any amount payable under this Guaranty when such amount is due, interest on such amount shall accrue at the lesser of the rate of 18% per annum, or the highest rate permitted by law, until such amount is paid.

10. Without notice to or further assent by Guarantor, Landlord, in its sole and absolute discretion, may at any time or times it so determines, and upon such terms and conditions as it so determines, (a) extend or modify the time, manner, place or terms of payment or performance of, or otherwise modify, amend, renew, supplement, change or waive the terms and conditions of, any of the Obligations or the Lease, (b) in the event that any security or collateral at any time secures any of the Obligations, release any of such security or collateral without obtaining other security or collateral in substitution therefor, (c) in the event of any default in the payment, performance or fulfillment of the Obligations, sell, assign, transfer and deliver any of such security or collateral, at public or private sale, at any time or place selected by Landlord, at such prices and upon such terms and conditions, including on credit and/or for future delivery, as it may deem proper, without demand, advertisement or notice of sale to Guarantor, which are hereby waived, and, if such security or collateral is disposed of at private sale, Landlord shall be relieved of any liability or claim for inadequacy of price, and at any sale Landlord may itself purchase the property so sold, free from any right of redemption or subrogation of Guarantor, which is hereby waived and released, (d) settle or compromise any of the Obligations with or discharge Tenant and/or any other persons who may at any time be

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liable thereon, whether or not they are in bankruptcy, receivership, composition, dissolution, liquidation, arrangement, reorganization or adjustment, it being agreed that Guarantor shall remain bound on this Guaranty notwithstanding any act, omission, forbearance, delay, extension, modification, amendment, renewal, supplement, change or waiver by landlord of any nature whatsoever, permitted pursuant to the provisions of this Section 10, relating to any of the Obligations or any security or collateral, and that none of the Obligations shall be excluded from the coverage of this Guaranty by virtue of being affected by any such permitted act, omission, forbearance, delay, extension, modification, amendment, renewal, supplement, change or waiver.

11. Until all of the Obligations then due and owing are fully paid, performed and/or fulfilled, Guarantor shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder, waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any payment or act of performance in compliance with the obligations of Guarantor hereunder, and subordinates any present or future, liquidated or unliquidated, liability, indebtedness or obligation of Tenant to Guarantor to each of the Obligations, irrespective of the respective dates of the incurrence, accrual or maturity thereof.

12. For the purposes of this Guaranty, the Obligations shall survive the termination of the Lease by reason of any default by Tenant, whether or not the Obligations actually survive such termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such termination. Similarly after the expiration of the Lease, Guarantor shall remain bound to perform any Obligations which expressly survive the expiration of the Lease.

13. Guarantor shall not set up or claim any counterclaim or setoff of any kind to any demand or claim, or to any action or proceeding, at law, in equity or otherwise, made or brought at any time hereunder by Landlord. Guarantor hereby waives trial by jury in any action or proceeding, at law, in equity or otherwise, on or in connection with this Guaranty.

14. The validity of this Guaranty and Guarantor's obligations hereunder shall not be impaired, changed, released or limited in any manner whatsoever by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies of Landlord pursuant to the Lease or by law, (b) any impairment, change, release or limitation of the Obligations or the Lease or any remedy for the enforcement thereof, (c) the making of any assignment by Tenant, with or without notice to Landlord, of its interest under the Lease (whether or not such assignment is permitted under the Lease and whether or not it is approved by Landlord), or (d) any impairment, change, release or limitation of Tenant's obligations under the Lease or otherwise by (i) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy,

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insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment or other proceedings, (ii) any impairment, limitation or modification of the liability of Tenant or the estate of Tenant in receivership, bankruptcy, insolvency, composition, dissolution, liquidation, reorganization, arrangement or adjustment, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Act or any other present or future statute or from the decision of any court or other tribunal or (iii) the rejection or disaffirmance of the Lease or any obligation thereunder in any such proceedings.

15. This Guaranty cannot be changed or terminated orally and may be changed or terminated only by instrument signed by Landlord and Guarantor.

16. The validity, construction and enforcement of this Guaranty shall be governed by the law of the State of Maine.

17. If any provision of this Guaranty or its application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Guaranty, or the applicability of such provision to other persons or circumstances, shall not be affected thereby. Each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect.

18. All of Landlord's rights and remedies under the Lease or under this Guaranty are distinct, separate and cumulative, and no such right and remedy therein mentioned is to be in exclusion of or a waiver of any of the others. In addition, none of the provisions of this Guaranty shall be construed to limit any other provisions or any rights which Landlord may have at law, in equity, or otherwise. None of the waivers by Guarantor made in this Guaranty shall be construed to preclude or limit any others.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the day and year first above written.

_____

_____

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Inspections Division
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STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2016

Personally appeared the above-named, _____, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

_____
Notary Public/Attorney at Law

_____
Printed Name

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Inspections Division
Approved with Conditions
Date: 09/22/16

EXHIBIT G

MEMORANDUM OF LEASE

This Memorandum of Lease is made this ____ day of _____, 20__, by and between **Vandelay Industries LLC**, a Maine limited liability company ("Landlord"), whose address is 17 South Street, 3rd Floor, Portland, Maine 04101, and **DKBI Abutilon, LLC**, a _____ limited liability company ("Tenant"), whose address is _____.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 3,00 square feet and designated as Suite 3 ("Premises"), situated in Building A and surrounding land known as 45 Marginal Way, in the City of Portland, County of Cumberland, State of Maine, which land is described on Exhibit A, attached hereto and made a part of this Memorandum of Lease.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending _____, 20____.

3. Option to Extend. Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for two (2) successive periods of five (5) years each aggregating ten (10) years.

4. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective personal representatives, executors, successors, heirs and assigns and shall run with the land.

5. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease dated _____ ("Lease") and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

[NO FURTHER TEXT. SIGNATURE PAGE FOLLOWS]

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 09/22/16

IN WITNESS WHEREOF, Landlord and Tenant or their authorized representatives or officers have signed This Memorandum of Lease this _____ day of _____, 20____.

LANDLORD:
Vandelay Industries LLC
a Maine limited liability company

By:_____
Name:
Title: Manager

TENANT:
DKBI Abutilon, LLC
a _____ limited liability company

By:_____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as _____ of DKBI Abutilon, LLC, a _____ limited liability company.

Witness my hand and seal.

_____
Notary Public
My Commission Expires: _____

STATE OF MAINE)
) ss.
COUNTY OF Cumberland)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as Manager of **Vandelay Industries LLC**, a Maine limited liability company.

Witness my hand and seal.

_____
Notary Public
My Commission Expires: _____

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 09/22/16

EXHIBIT H

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT (this "**Addendum**") is effective as of _____, 20__ (the "**Effective Date**"), and is being signed simultaneously with the Lease (the "**Lease**") dated _____, 20__ between _____ (the "**Franchisee**" or "**Tenant**") and (the "**Landlord**") for the real property commonly known as (the "**Premises**").

1. Incorporation and Precedence. This Addendum is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Addendum have the meanings as defined in the Lease.

2. Background. The Tenant will operate an ORANGE THEORY® Studio at the Premises under a Franchise Agreement dated _____, 20__ (the "Franchise Agreement") with Ultimate Fitness Group, LLC (the "Franchisor"). The Franchise Agreement requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. Marks. The Tenant has the right to display the trade and service marks set forth on Exhibit "A" to this Addendum and incorporated by reference herein in accordance with the specifications required by the Franchisor, subject only to the provisions of applicable law, for the term of the Lease.

4. Easement. The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the signage at any time during the term of the Lease provided the signage is in compliance with all applicable governmental codes and regulations. The signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5. Access to Premises. During the term of the Lease, the Landlord and Tenant acknowledge and agree that the Franchisor will have unrestricted access to the Premises to inspect the Studio Premises and Tenant's business operations in accordance with the Franchise Agreement.

6. Copies of Reports. The Landlord agrees to provide copies of all revenue and other information and data in Landlord's possession related to the operation of the Tenant's ORANGE THEORY® Studio on a timely basis as the Franchisor may request, during the term of the Lease.

7. Notice of Default. The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a "Default") by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 09/22/16

Ultimate Fitness Group, LLC
1815 Cordova Road, Suite 206
Fort Lauderdale, FL 33316
Attention: legal@orangetheoryfitness.com

Such notice will grant the Franchisor the right, but not the obligation, to cure any Default, if the Tenant fails to do so, within 15 days after the expiration of the period in which the Tenant may cure the Default under the Lease.

8. Franchisor's Assumption of Lease. In the event of a default of the Lease by Tenant or the default of the Franchise Agreement by Tenant, and upon written notice by the Franchisor to have the Lease assigned to the Franchisor as lessee (the "Assignment Notice"), (i) the Franchisor will become the lessee of the Premises and will be liable for all obligations under the Lease arising after the date of the Assignment Notice and (ii) the Landlord will recognize the Franchisor as the lessee of the Premises effective as of the date of the Assignment Notice.

9. Default Under Franchise Agreement. Any Default under the Lease which is not cured by Tenant within any applicable cure period also constitutes grounds for termination of the Franchise Agreement.

10. Amendment. The Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, the Franchisor's rights under this Addendum, without the Franchisor's prior written consent.

11. Benefits and Successors. The benefits of this Addendum inure to the Franchisor and to its successor and assigns.

12. Remaining Provisions Unaffected. Those parts of the Lease that are not expressly modified by this Addendum remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Addendum effective on the Effective Date, regardless of the actual date of signature.

THE "Landlord":

_____
Address:_____
_____
Phone;_____

By:_____
Name:_____
Title:_____
Date:_____

THE "Tenant":

_____
Address:_____
_____
Phone:_____

By:_____
Name:_____
Title:_____
Date: _____