Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/05/13

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of July 22, 2013 by and between **HANNAFORD BROS. CO.**, a Maine corporation with executive offices locate Road, Scarborough, ME 04074 (hereinafter "Landlord"), and **PHUONG NEANG**, a Maine resident of 75 Arcadia St., Portland, ME 04103 (hereinafter "Tenant"), d/b/a Tri Ton Nail &

FOR VALUABLE CONSIDERATION, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. PREMISES: Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions of this Lease, the premises designated as Tenant Suite # 03, consisting of approximately 1,046 square feet of building area (the "Premises") located within Landlord's shopping center at the Hannaford Plaza at 295 Forest Avenue in Portland, Maine (the "Shopping Center"), as shown on the site plan attached hereto as Exhibit A ("Site Plan"). Tenant shall also have the right, in common with others, to use the parking areas, driveways and sidewalks of the Shopping Center as the same exist from time to time. Tenant acknowledges that the Site Plan is attached for the sole purpose of showing the location of the Premises. The Site Plan may not accurately depict the Shopping Center as it currently exists, and shall not be construed to prohibit, limit or require future alterations or improvements to the Shopping Center by Landlord.

2. PERMITTED USE: Tenant agrees to use and occupy the Premises solely as a retail establishment for the operation of a nail salon, operating under the trade or business name Tri Ton Nail & Spa, *and for no other purposes*. Accordingly, Tenant agrees that no change in use of the Premises shall be permitted under any circumstances. Tenant further agrees that it shall not change its trade name without Landlord's prior written consent, which consent shall not be unreasonably withheld.

3. LEASE TERM: The term of this Lease shall commence on the date Landlord delivers possession of the Premises to Tenant pursuant to Section 9 below (the "Lease Commencement Date"), and shall expire and terminate at 11:59 P.M. on the last day of the month which is five (5) years after the Rent Commencement Date (defined in Section 4 below). As used herein, the term "Lease Year" shall mean each annual period during the Lease Term, with the first Lease Year beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date.

Tenant shall have the option to extend the term of this Lease for one (1) additional period of five (5) years (the "Option Period"), upon the same terms and conditions of this Lease, provided that (a) Tenant is not in default under this Lease either at the time it exercises the Option Period or at the time the Option Period would otherwise become effective, and (b) the Option Period shall not be effective unless Tenant shall have given Landlord written notice of its election no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the current term, such notice being the only documentation required for exercise of same. As used in this Lease, all references to the "Lease Term" shall be deemed to mean and include the original term of this Lease and the Option Period if exercised by Tenant in accordance with the foregoing provisions.

4. RENT COMMENCEMENT: Payment of Base Rent and Additional Rent as specified below (collectively "Rent") shall commence upon the date (the "Rent Commencement Date") which is ninety (90) days after the Lease Commencement Date. Tenant shall pay all Rent at Landlord's notice address as set forth herein, without any notice or previous demand, and without any setoff or deduction whatsoever.

5. BASE RENT: Tenant shall pay to Landlord, as "Base Rent," the following annual Base Rent, payable in monthly installments made in advance on the first day of each and every calendar month throughout the Lease Term (any partial month to be proportionately adjusted), with the first month's Base Rent and Additional Rent in the amount of $2,134.71 to be prepaid on or before the date of execution of this Lease by Tenant:

Term	Annual Base Rent	Monthly Payment
Lease Year 1	$20,919.96	$1,743.33
Lease Year 2	$21,547.56	$1,795.63
Lease Year 3	$22,194.00	$1,849.50
Lease Year 4	$22,859.88	$1,904.99
Lease Year 5	$23,545.68	$1,962.14

HBC

RESURGAM. CITY OF PORTLAND, MAINE
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EXHIBIT A
Site Plan

HANNAFORD PLAZA - PORTLAND, MAINE

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