

COMMERCIAL LEASE

THIS AGREEMENT made this Nov 22nd by and between David Swan of
 16 Hillcrest Drive, Cumberland, County of Cumberland and State of Maine (hereinafter called "Lessor") and
Mc Cellular (hereinafter called "Lessee").

WITNESSETH:

1. LEASED PREMISES The Lessor, its successors and assigns, hereby leases to Lessee, subject to terms, covenants, conditions and provisions of this lease, two units of a certain building together with land under said premises located at 360B Cumberland Ave., Portland, ME 04101. The building and land hereby

covenants, conditions and provisions of this lease, two units of a certain building together with land under said premises located at 360B Cumberland Ave., Portland, ME 04101. The building and land hereby leased and described as retail studio, 650 sq.ft. of floor area.

2. **TERM** The premises are leased for a term of one year commencing 11-24-13 and terminating 11-23-14
3. **PAYMENT OF RENT** The Lessee agrees to pay base rent to the Lessor at the address of the Lessor, or at such other place as the Lessor may by notice in writing to the Lessee from time to time direct, at the following rates and times.
TO HAVE AND TO HOLD for the term of one year, commencing 11-24-13 yielding and paying therefore during the 12 months, the rent of eight thousand, four hundred (\$8,400) and the lessee does covenant to pay said rent in equal monthly installments of **\$700**. All such payment shall be made on the first day of each month in advance throughout the term of lease.
4. **SECURITY DEPOSIT** A security deposit of \$1400.00 is presently held for the life of the Lease, without interest, and may be used to secure Lessee's performance of any obligations hereunder. The deposit shall be returned at the end of the term provided Lessee is not in default and has left the premises in same condition as the commencement of the Lease, ordinary wear and tear expected.
5. **USE OF PREMISES** The premises shall not be occupied during the said term for any purpose usually denominated extra hazardous as to fire by insurance and specifically, Lessee covenants that it intends to use the premises for the following express purposes: The premises shall be used for; Art production and private tattoo studio.
6. **LEASEHOLD IMPROVEMENTS** Lessor does hereby authorize Lessee, at Lessee expense, to construct additional partition walls on the interior of Lessee's space and to install fixtures provided plan for such improvements. Lessor shall review said plans in a reasonably prompt fashion and shall approve or disapprove said plans. Lessor's approval shall not be unreasonably withheld.
7. **ADDITIONAL RENT AND NET FEATURES** This Lease is a Gross Lease with no additional rent and net features. Heat and hotwater for the premises shall be provided by the Lessor. Electricity for the unit will be paid by the lessee
8. **PARKING** No parking on the premises is included in this lease.
9. **LESSEE'S AFFIRMATIVE COVENANTS** The Lessee covenants, at it's expense, at all time during the lease term and such further time as the Lessee occupies the leased premises or any other part thereof:

- A. To perform promptly all of the obligations of the Lessee set forth in this Lease; and to pay when due said rent.
- B. To store all trash and refuse within the leased premises and to attend to the disposal thereof in the manner designated by the Lessor; to keep all drains inside the leased premises clean; to maintain heat in the leased premises at a minimum of 50 degrees Fahrenheit at all times; and to conform to all uniform and reasonable rules and regulations which the Lessor may make in the management and use of the building and adjacent premises, requiring such conformance by the Lessee's employees.
- C. To maintain the premises in the same condition as the commencement of the original term hereof, damage by fire, or other casualty, reasonable wear and tear, or any casualty covered by the Lessor's insurance accepted, and keep the interior of the leased premises clean, neat and in good condition, and replace any glass which may be injured or broken with glass of the same quality, all at Lessee's sole cost and expense; Lessee shall not be responsible for exterior structural repairs unless such repairs are occasioned by Lessee's negligence.
- D. To make all nonstructural repairs, alterations, additions or replacements to the leased premises required by any law or ordinance or any order or regulation of any public authority because of the Lessee's peculiar use of the leased premises; to keep the leased premises equipped with all safety appliances so required because of such use, and to procure any licenses and permits required for any such use.
- E. To save the Lessor harmless and indemnified from all injury, loss, claims or damage to any person or property while on leased premises, except such damage as is occasioned by the negligence of Lessor. That the Lessor shall not be required to supply any service to the Leased premises except as expressly stipulated in the Lease and shall not be liable to anyone for interruption off cessation of any utility service or other service supplied to said premises due to any accident, to the making of repairs, alterations or additions, to labor difficulties, or to any cause beyond the Lessor's reasonable control.
- F. That all personal property from time to time upon the leased premises shall be at the sole risk of Lessee; and the Lessor shall not be liable for any damage which may be cause to the leased premises or property of Lessee by the bursting or leaking of or condensation from any plumbing, cooling or heating pipe or fixture, unless such damage is occasioned by the negligence of the Lessor.
- G. That all trade fixtures, including without limitation, counters, shelving, light fixtures, stoves, refrigerators, coolers and other equipment and appliances installed by and at the expense of the Lessee, shall remain the property of the Lessee, and Lessee may remove the same, or any part thereof, at any time or times during the term hereof or any extension hereof. In the event of non-removal on all fixtures at the termination of this lease shall become the property of the Lessor.
- H. The Lessee will, upon the request of the Lessor, execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgages or deeds of trust securing notes or bonds issued by the Lessor and to all advance made thereunder and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee shall agree to recognize this Lease in the event of foreclosure if the Lessee is not in default, and shall agree not to disturb Lessee quiet enjoyment and possession of the premises.
- I. To remain fully obligated under this lease, notwithstanding any assignment or sublease or any indulgence granted by the Lessor to the Lessee or to any assignee or sublease.
- J. To permit the Lessor and its agents to examine the leased premises at reasonable times and upon reasonable notice to show the premises to prospective tenants, purchasers, or lenders.

- K. To permit Lessor to retain and use in emergency situations all doors within and into premises.
10. **NEGATIVE COVENANTS** The Lessee covenants at all times the lease term, and such further time as the Lessee occupies the leased premises, or any other part thereof:
- A. Not without on each occasion first obtaining the written approval of the Lessor to assign this Lease or to make any sublease of the leased premises or any portion thereof, lessor agreeing not to withhold such consent unreasonably.
 - B. Not to unreasonably injure, overload, deface or otherwise harm the leased premises; nor commit any nuisance; nor burn any trash or refuse within the property; nor make any use of the leased premises which is improper, offensive or contrary to any law or ordinance which will invalidate or increase the cost of any of the Lessor's insurance; nor use any sound reproduction devices that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts, in a manner to be heard outside the leased premises, nor do any act tending to injure the reputation of the property; nor to store or dispose of trash or refuse on, or otherwise obstruct, the driveways, walks, and other common areas abutting the building; nor park cars, trucks or vehicles outside the leased premises so as to interfere unreasonably with the use of any driveways and walks.
11. **FIRE DAMAGE OR OTHER CASUALTY** In case the buildings upon said premises, or any part thereof, during said term be damaged or destroyed, and the costs of repairs are less than \$100,000 and can be performed in less than 90 days, the Lessor shall proceed to repair and/ or rebuild the same as expeditiously as possible, including any improvements or betterment made by Lessee, upon the same plan as immediately before such damage or destruction occurred, and until said premises are rebuilt and put in good and tenantable order, the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of and destruction occurred, shall be suspended. In the event that the damages cannot be repaired within the above parameters and Lessor chooses not to proceed to repair or rebuild the leased premises, then this Lease may be terminated by Lessor by giving Lessee written notice of Lessor's intention not to rebuild within twenty (20) days the casualty causing the damage or destruction. Either party shall have the right to cancel this Lease if the damage to the building is so substantial that it cannot be reasonably repaired within a period of ninety (90) days; the intent to cancel shall be sent by either party within twenty (20) days of the occurrence of damage.
12. **EMINENT DOMAIN** If all leased premises are taken by eminent domain, this Lease shall terminate when the Lessee is required to vacate the Leased premises. If by taking, the floor area of the leased premises is reduced by more than twenty percent (20%), this Lease may, at the option of the Lessee, may be terminated as of the date when the Lessee is required to vacate the portion of the leased premises so taken by written notice to the Lessor given as hereinafter provided, not more than thirty (30) days after the date such notice is provided to the Lessor. Except as provided in this paragraph, this Lease shall not be terminated or otherwise affected by any exercise of the right of eminent domain. Whenever any portion of the leased premises shall be taken by any exercise of the right of eminent domain, and if this lease shall not be terminated in accordance with the provisions of this paragraph, the Lessor shall, at it's expense, preceding with all reasonable dispatch, do such work as may be required to restore the leased premises, or what remains thereof not including the Lessee's fixtures, furniture, furnishings, floor coverings and equipment as nearly as may be to the condition they were in immediately prior to such taking; and the Lessee shall, at it's expense, proceeding with all reasonable dispatch, do such work to its fixtures, furniture, furnishings, floor coverings and equipment as may be required. A just proportion of the rent payable hereunder, according to the nature and extent of the taking, shall be abated.
13. **MAINTENANCE AND REPAIRS BY LESSOR** The Lessor shall provide services to the Lessee herein as provided to all tenants of the building, including expenses and costs of operation of common area

maintenance including janitorial services, maintenance of parking areas, cleaning and supplies for lavatories.

The Lessor covenants to keep, or cause to be kept, the foundations and roof of the leased premises, the structure of the exterior walls thereof, and the fire escapes, in good order, repair and condition, exclusive of any work required because of damage cause by any act, omission or negligence of the Lessee, or its employees, agents, invites, licenses, or contractors. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which the obligations of Lessor shall be controlled by the two immediately preceding above paragraphs.

14. **LESSOR'S APPROVALS** The Lessor covenants that whenever under this Lease provision is made for approval by or consent of the Lessor of action by the Lessee, such approval or consent will not be withheld unreasonably.
15. **QUIET ENJOYMENT** The Lessor covenants that the Lessee, on payment of the rent and performance of the Lessee's covenants in this Lease, shall peacefully and quietly have, hold and enjoy the leased premises throughout the lease term and any extension or renewal thereof, or until it is terminated as in this Lease provided.
16. **DEFAULT** This lease is made on the condition that id any default of the Lessee continues after written notice, in the case of rent for more than fifteen (15) days, or any other case for more than thirty (30) days, and such additional time, if any, as is reasonably necessary to cure the default; or if the Lessee makes any assignment for the benefit of creditors, commits any acts of bankruptcy, or files a petition under any bankruptcy or insolvency law, or if such a petition filed against the Lessee is not dismissed within ninety (90) days; or if the Lessee's interest in this Lease is taken on execution or other process of law in any action against the Lessee, the Lessor may without demand or further notice terminate this Lease; and the Lessee shall indemnify the Lessor during the remaining period before this Leas would otherwise expire against all loss damage suffered by reason of the termination, the loss or damage, if any, for each lease month to be paid at the end thereof. Nothing herein contained shall, however, limit or prejudice the right of the lessor 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 statue or rule of law in effect at the time when, and governing the proceeding in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above. The Lessor agrees to use efforts to re-let the leased premises to reduce Lessee's liability for damages hereunder.
17. **EFFECTS OR WAIVERS OF DEFAULT** No consent or waiver, express or implied, by the Lessor or by the Lessee, to or for any breach of covenant, condition or duty of the Lessor or of the Lessee shall be constructed as consent or waiver to or for any other breach or the same or for any other covenants, conditions or duties.
18. **NOTICES FROM ONE PARTY TO THE OTHER** Any notice from the Lessor to the Lessee or from the Lessee to the Lessor shall be deemed duly served if mailed by registered or certified mail addressed, it to the Lessee, at the original address of Lessee or of Lessor, as the case may be. The original address shall be the address set forth above or such other address as the Lessee shall have last designated by notice in writing to the Lessor. The customary receipt shall be conclusive evidence of such service. The original address of the Lessor is 16 Hillcrest Drive, Cumberland, ME 04021.
19. **APPLICABLE LAW AND CONSTRUCTION** This Lease shall be governed by and controlled in accordance with the laws of the State of Maine and, if any provision of the Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements

accordance with the laws of the State of Maine and, if any provision of the Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements [2] between the Lessor and Lessee affecting this Lease. This Lease may be amended only by instruments in writing executed by the Lessor and Lessee. The titles of the several sections contained herein are for convenience only and shall not be considered in construing the Lease. Unless repugnant to the context,

the words "Lessor" and "Lessee" appearing in this Lease shall be construed to mean those named above their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. Whenever the singular is used and when required by the context, it shall include the plural, and the neuter gender shall include the masculine and feminine. If there be more than one Lessee, the obligations imposed by the Lease upon the Lessee shall be joint and several.

- 20. **CONDITION OF PREMISES** Lessor expressly makes no representation as to the fitness or condition of the premises for any particular use, except that Lessor covenants that it has a properly authorized and issued Certificate of Occupancy for the occupancy of the leased premises at the commencement of the term. If because of conservation, antipollution, the Department of Environmental Protection regulations, or other law, statues or regulations any non-structural changes are necessary in the premise as a result of the Lessee's use, such nonstructural changes shall be made by the Lessee, at the Lessee's expense, but only after first receiving the written approval of Lessor, which will not be reasonably withheld.
- 21. **SUCCESSION** This Lease shall inure and be binding upon the successors and assigns of the respective parties, except to the extent herein specified.
- 22. **BUILDING SIGNS** Lessor shall approve any building signs or location signs proposed to be installed by Lessee. Such approval shall not be unreasonably withheld or delayed.
- 23. **LIMITATIONS OF LIABILITY** Lessee agrees to look solely to Lessor's interest in the building for recovery of any judgment from the Lessor; it being agreed that Lessor is not personally liable for any such judgment from Lessor; it being agreed that Lessor is not personally liable for any such judgment except to the extent that insurance proceeds may be available to satisfy any such judgment. The provision contained in the foregoing sentence shall not limit any right that Lessee might otherwise have to obtain an injunctive relief against Lessor or Lessee's successors in interest, or any other action not involving the personal liability of Lessor.

IN WITNESS WHEREOF, the parties hereunto interchangeably set their hands and seals on the day and year first above-written.

Signed, Sealed and Delivered

In presence of

Lessor David C. Swan Date 11-22-13

Lessee hceet Date 11/22/13