COMMERCIAL LEASE

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/31/13

1. PARTIES

Paul Joseph Trusiani, his successors and assigns, with a mailing address South Portland, Maine 04106, ("SUB-LANDLORD"), hereby leases to successors and assigns, with a mailing address of 19 Ellsworth Street, P ("SUB-TENANT"), and SUB-TENANT hereby leases from SUB-LAN described premises. Paul Jerry Trusiani, his successors and assigns, and successors and assigns, (collectively "LANDLORD", owners of Clark H owns the premises), join in this agreement for the sole purpose of conse (five) year renewal option under paragraph three of this agreement.

2. PREMISES

The Premises are deemed to contain 1,600+/- square feet. The Premises are located at 593 Congress St. Portland, ME. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. SUB-TENANT acknowledges that: a) SUB-LANDLORD has made no representations and SUB-TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that SUB-TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof. SUB-LANDLORD agrees to allow SUB-TENANT the right to change the use of the premises to that of a restaurant/bar/cooking school/test kitchen and SUB-LANDLORD will provide SUB-TENANT with a letter from LANDLORD permitting the afore mentioned change of use.

3. TERM

The term of this Lease shall be month-to-month with automatic renewals of the term for 5 (five) years, unless sooner terminated as herein provided, commencing February 15, 2013 and ending on February 14, 2018. Rent Payment Commencing April 15, 2013.

4. OPTION TO RENEW

SUB-TENANT has been informed and understands that SUB-LANDLORD has a limited leasehold, such lease agreement having been provided to SUB-TENANT for SUB-TENANT'S review, permitting SUB-LANDLORD solely to sublet the premises to SUB-TENANT for a limited period of time that is measured by the life of the surviving LANDLORD, Paul Jerry Trusiani and Annamarie Trusiani, parents of SUB-LANDLORD and owners of Clark House Partnership, which owns the premises, plus 5 (five) years from the death of the surviving LANDLORD. Therefore, SUB-LANDLORD does NOT grant to SUB-TENANT the right to the premises for any period of time beyond the initial term of this lease.

Because SUB-LANDLORD cannot and does not grant to SUB-TENANT the right to the premises for any period of time beyond the initial term of this lease, LANDLORD, as indicated by their notarized signatures below, who are each separately represented by independent counsel, such counsel NOT being Paul Joseph Trusiani,, agree that SUB-TENANT may lease the premises, according to the terms of this agreement, for 1 (one) additional 5 (five) year period beyond the initial term, such period commencing February 15, 2018 and ending on February 14, 2023.

During the option period, SUB-TENANT will make payments to SUB-LANDLORD for the life of the surviving LANDLORD plus 5 (five) years. In the event that the death of the surviving LANDLORD takes place during the initial term of this lease, SUB-LANDLORD will provide to SUB-TENANT the appropriate date on which SUB-TENANT is no longer obligated to pay rent to SUB-LANDLORD; however, it is not the obligation of SUB-LANDLORD to inform SUB-TENANT regarding who may become the appropriate person or entity to whom rent will be paid at such time as rent is no longer due to the SUB-LANDLORD.

In the event that there is a dispute solely between SUN-LANDLORD and another individual or entity, who is claiming a right to rental payments from SUB-TENANT, SUB-TENANT will continue making rental payments to SUB-LANDLORD until instructed by the Superior Court of Cumberland County Maine to make payments either to (1) a court appointed escrow account or (2) the individual or entity to whom the Superior Court of Cumberland County Maine has Ordered SUB-TENANT to make such rental payments.

UPON THE TERMINATION OF RENTAL PAYMENTS TO THE SUB-LANDLORD FROM THE SUB-TENANT UNDER THE TERMS OF THIS PROVISION, SUB-TENANT

FULLY UNDERSTANDS THAT SUB-LANDLORD WILL HAVE OBLIGATIONS UNDER THIS AGREEMENT.

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5. RENT

SUB-TENANT shall pay to SUB-LANDLORD the following base rent

Lease Year	Annual Base Rent	Mor
1	$18,000.00	$1,5
2	$24,000.00	$2,0
3-5	$30,000.00	$2,500.00
6	$30,900.00	$2,575.00
7	$31,800.00	$2,650.00
8	$32,700.00	$2,725.00
9	$33,600.00	$2,800.00
10	$34,500.00	$2,875.00

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to SUB-LANDLORD or to such agent and at such place as SUB-LANDLORD shall from time to time in writing designate, the following being now so designated Paul Joseph Trusiani, 79 Ocean Street, South Portland, Maine 04106. If SUB-TENANT is 10 (ten) business days late in paying base rent, supplemental and additional rents, or other fees and charges pursuant to this Lease, then SUB-TENANT shall pay to SUB-LANDLORD a four percent (4%) late fee in addition to the rent and fees due. SUB-LANDLORD reserves any other remedies it may have under this lease.

5. SECURITY DEPOSIT

Upon the execution of this Lease, SUB-TENANT shall pay to SUB-LANDLORD the amount of Two Thousand Five Hundred Dollars ($2,500.00), which shall be held as a security for SUB-TENANT's performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to SUB-TENANT'S satisfactory compliance with the conditions hereof. SUB-TENANT shall immediately replenish the Security Deposit at any time it is applied or used by SUB-LANDLORD.

6. ESCAPE HATCH

At the time that reconstruction of the premises begins or by April 15, 2013, whichever date is sooner, SUB-TENANT shall provide SUB-LANDLORD with the first months rent and the last three months rent, with the last three months rent constituting the SUB-TENANT'S "ESCAPE HATCH" from this lease. By providing this additional rent, WHICH IS **NOT** BEING HELD AS A SECURITY DEPOSIT, SUB-TENANT is receiving the ability to terminate this lease with 30 (thirty) days notice to begin tolling on the first of any month provided that SUB-TENANT has remained current on the rent payments due under the terms of this lease. This "ESCAPE HATCH" effectively provides SUB-TENANT with the lease termination benefits of a month-to-month while also providing SUB-TENANT with the security of leasehold rights for the term and option so long as SUB-TENANT complies with the provisions of this agreement. In return, SUB-LANDLORD receives the final three months rent as a means of mitigating losses in the event that SUB-TENANT terminates the lease, and SUB-TENANT is highly motivated to keep rent payments current, as noted in the following paragraph.

In the event that SUB-TENANT is late in paying rent due to SUB-LANDLORD for a period of time that is in excess of 60 (sixty) calendar days, for no fault of the SUB-LANDLORD, then the benefits of this "ESCAPE HATCH" are void. As such, SUB-TENANT forfeits the pre-paid three months rent and will have to pay the final three months rent at the end of the first 5 (five) year period. Additionally, even if SUB-TENANT subsequently pays to SUB-LANDLORD the 60 (sixty) days late rent due, SUB-TENANT loses the right to terminate with 30 (thirty) days notice, and is bound for the entire term of the lease.

Near the end of year 5 (five) of this lease period, provided that SUB-TENANT has complied with the terms of the "ESCAPE HATCH", SUB-TENANT will use the three months of pre-paid rent as SUB-TENANT'S rent due for the last three months. At the commencement of the option to

renew, in the event that SUB-TENANT renews this lease, SUB-TE
LANDLORD the three last months rent due under the option peri
remain in effect for the option period.

In the event that the death of the surviving LANDLORD has an
TENANT will pay to SUB-LANDLORD all rent due to SUB-LANI
the last three months rent, unless instructed in writing, such wri
notarized, by SUB-LANDLORD to make such payments to the future o

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7. UTILITIES

SUB-TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises.

SUB-LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event SUB-TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be SUB-TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

8. USE OF LEASE PREMISES

SUB-TENANT shall use the leased premises for the purposes of a restaurant and bar, cooking school, and cooking test kitchen that may include cooking-related television production.

SUB-TENANT, guests, invitees, and/or employees will not use the premises or adjacent areas in such a way as to (1) violate any law ordinance, including laws prohibiting the use, possession, or sale of illegal drugs, (2) commit waste (severe property damage), or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace of any other tenant or nearby residents.

9. COMPLIANCE WITH LAWS

For any purpose other than set forth herein or related thereto, SUB-TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) SUB-TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) SUB-TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions (except those alterations that are foreseeable regarding SUB-TENANT'S restaurant that must be approved to in writing by SUB-LANDLORD, such approval to not be unreasonably withheld) to the building; and (iv) SUB-TENANT shall not obstruct in any manner any portion of the building (except those alterations that are foreseeable regarding SUB-TENANT'S restaurant that must be approved to in writing by SUB-LANDLORD, such approval to not be unreasonably withheld) not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors (except those alterations that are foreseeable regarding SUB-TENANT'S restaurant that must be approved to in writing by SUB-LANDLORD, such approval to not be unreasonably withheld). SUB-TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting SUB-TENANT, the leased premises and/or SUB-TENANT'S use and all reasonable rules and security regulations now or hereafter made by SUB-LANDLORD for the care and use of the leased or installations to the building, and/or accommodations in SUB-TENANT'S use thereof required by law or any public authority as a result of SUB-TENANT'S use or occupancy of the premises or SUB-TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to SUB-LANDLORD'S consent as provided in this Lease.

10. MAINTENANCE

A. SUB-TENANT'S

SUB-TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as SUB-TENANT holds any part of said premises to keep the leased premises (including without

OBLIGATIONS

limitation ceilings, windows, doors and all interior systems, as well as heating and cooling systems) in as good order, repair and condition commencement of said term, or may be put in thereafter, damage by f and reasonable use and wear only excepted. Notwithstanding anythir SUB-TENANT has leased ground floor space, SUB-TENANT coven windows in good repair and condition and to carry adequate ins replacement of any such plate glass which is damaged or destroyed.

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Inspections Division
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Date: 07/31/13

B. SUB-LANDLORD'S OBLIGATIONS

SUB-LANDLORD agrees only to maintain and repair the exterior roof structure of the building of which the leased premises are a part in the sa at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary bySUB-TENANT'S business requirements (such as the need to penetrate the roof to install a ventilation system, HVAC system, or hood system), fault or neglect of SUB-TENANT or the employees, contractors, agents or invitees of SUB-TENANT, in which case such maintenance or repair shall be at the expense of SUB-TENANT and SUB-TENANT shall pay all costs thereof.

11. ALTERATIONS-ADDITIONS

SUB-TENANT shall not make any alterations or additions to the building, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like on said building without express written consent of SUB-LANDLORD, such consent not being unreasonably withheld,

SUB-LANDLORD agrees to permit SUB-TENANT to make reasonable significant alterations to the front facade and side brick wall of the building to facilitate SUB-TENANT'S desire to provide a restaurant with outdoor seating, though such alterations must be approved by SUB-LANDLORD in writing and performed by workmen meeting high standards of quality workmanship. Additionally, SUB-TENANT agrees that SUB-TENANT'S obligations under this agreement are in no way contingent upon SUB-TENANT receiving approval from the City of Portland regarding SUB-TENANT'S desire to have outdoor seating for SUB-TENANT'S restaurant.

SUB-TENANT will not permit anyone except SUB-TENANT to use any part of the leased premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. SUB-TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that SUB-TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

12. ASSIGNMENT-SUBLEASING

SUB-TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without SUB-LANDLORDS prior express written consent in each instance, which consent shall not be unreasonably withheld. In any case where SUB-LANDLORD shall consent to such assignment or subletting, SUB-TENANT named herein shall remain fully liable for the obligations of SUB-TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate SUB-TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership SUB-TENANT shall constitute an assignment of this Lease.

13. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and SUB-TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided SUB-TENANT performs all of its obligations under this Lease, SUB-TENANT shall be entitled to the quiet enjoyment of the leased premises; provided SUB-TENANT covenants that it holds the Premises subject to all easements, covenants

and other matters of record, and agrees to abide by same to the exten premises. SUB-TENANT agrees to sign within ten (10) days afte estoppel certificates as are requested by SUB-LANDLORD or LANDL

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14. SUB-LANDLORD'S ACCESS

SUB-LANDLORD or agents of SUB-LANDLORD may, at all reaso 24 (twenty-four) hour notice (unless for emergency purposes) during t the leased premises (i) to examine the leased premises and, if SUB-LA make any repairs or additions SUB-LANDLORD may deem necessa expense, to remove any alterations, additions, signs, drapes, curtains, flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease.

SUB-LANDLORD reserves the right during the first three (3) month period of the six (6) months prior to the expiration of this Lease to affix an 8.5" x 11" "For Rent" sign in the lower left or right corner of the front window and to keep the signage affixed without hindrance or molestation. SUB-LANDLORD reserves the right during the second three (3) month period of the six (6) months prior to the expiration of this Lease to affix an 18" x 18" "For Rent" sign in the lower left or right corner of the front window and to keep the signage affixed without hindrance or molestation.

LANDLORD reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the signage affixed without hindrance or molestation.

SUB-TENANT will permit all utility companies with meters needing to be read within the basement of the premises to have reasonable access to make such meter readings, including reading for the meters that are connected to the City of Portland's meter, which powers the lights mounted on the side of the premises.

15. INDEMNIFICATION AND LIABILITY

SUB-TENANT will defend and, except to the extent caused solely by the gross negligence or willful conduct of SUB-LANDLORD, will indemnify SUB-LANDLORD and LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by SUB-TENANT of the leased premises or any part of SUB-LANDLORD'S and LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of SUB-TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. SUB-TENANT shall also pay SUB-LANDLORD'S and LANDLORD'S expenses, including reasonable attorney's fees, incurred by SUB-LANDLORD and LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from SUB-TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving SUB-TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither SUB-LANDLORD nor LANDLORD, its employees, agents nor management company shall be liable for, and SUB-TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by SUB-TENANT or any person claiming through SUB-TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of SUB-TENANT or of any employee or visitor of SUB-TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by SUB-TENANT or others.

16. SUB-TENANT'S LIABILITY INSURANCE

SUB-TENANT shall (i) insure SUB-TENANT, SUB-LANDLORD, interests appear, with commercial general liability coverage, in su companies and against such risks as LANDLORD shall reasonably amounts not less than One Million Dollars ($1,000,000.00) co deductibles of not more than $5,000 per occurrence, and (ii) LANDLORD, and SUBTENANT, as their interests appear, agains improvements of the leased premises under standard Maine form standard extended coverage risks, in such amounts and with LANDLORD and LANDLORD shall reasonably require and approve, if such waiver can be obtained without charge. SUB-TENANT LANDLORD and LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. **SUB-TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section. (Clark House Partnership, c/o Annamarie Trusiani, 4 Brown St. Falmouth, ME 04105)**

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17. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, SUB-LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and SUB-LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. SUB-LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, SUB-TENANT grants to SUB-LANDLORD all SUB-TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as SUB-LANDLORD may from time to time request. SUB-LANDLORD shall give SUB-TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to SUB-LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, SUB-LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to SUB-LANDLORD for such use.

18. DEFAULT AND BANKRUPTCY

In the event that:

(a) SUB-TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within 30 (thirty) days after written notice thereof; or

(b) SUB-TENANT shall default in the observance or performance of any other of the SUB-TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within 30 (thirty) days after written notice thereof; or

(c) The leasehold hereby created shall be taken on execution, or by other process of law; or

(d) Any assignment shall be made of SUB-TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of SUB-TENANT'S property, or a petition is filed by SUB-TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), SUB-LANDLORD shall be entitled to all remedies available to SUB-LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and SUB-LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to SUB-TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel SUB-TENANT and those claiming through or under it and remove it or their effects without being deemed guilty

of any manner of trespass, and without prejudice to any remedies whi
for arrears of rent or preceding breach of covenant, and upon such m
this Lease shall terminate; and SUB-TENANT covenants and agrees
or re-entry by SUB-LANDLORD, whether by summary proceedings
that SUB-TENANT shall, as of the date of such termination, ONL
BEYOND THE SCOPE OF THE AGREED TO "ESCAPE HATCH
and pay to LANDLORD the entire unpaid rental and all other balanc
the remainder of the term, with the understanding that under Maine la
duty to make reasonable efforts to mitigate SUB-LANDLORD'S
TENANT agrees to pay to SUB-LANDLORD, as damages for any
costs of reletting the leased premises including without limitation real estate commissions and costs of renovating the premises to suit any new tenant ONLY IF SUCH BREACH IS BEYOND THE SCOPE OF THE AGREED TO "ESCAPE HATCH".

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19. NOTICE

Any notice from SUB-LANDLORD to SUB-TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to SUB-TENANT, or upon mailing to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to SUB-TENANT. Any notice from SUB-TENANT to SUB-LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to SUB-LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to SUB-LANDLORD at SUB-LANDLORD'S address set forth in Article 1, or at such other address as SUB-LANDLORD may from time to time advise in writing.

20. SURRENDER

SUB-TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If SUB-LANDLORD in writing permits SUB-TENANT to leave any such goods and chattels at the leased premises, and SUB-TENANT does so, SUB-TENANT shall have no further claims and rights in such goods and chattels as against SUB-LANDLORD or those claiming by, through or under SUB-LANDLORD.

21. HAZARDOUS MATERIALS

SUB-TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which SUB-TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises SUB-TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that SUB-TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that SUB-TENANT will with advance notice and at all reasonable times permit SUB-LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from SUB-LANDLORD copies of all records which SUB-TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, SUB-TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) SUB-TENANT further agrees to deliver the leased premises to SUB-LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

22. LIMITATION OF

SUB-TENANT agrees to look solely to SUB-LANDLORD'S interest in the building for recovery

LIABILITY

of any judgment from SUB-LANDLORD or any of SUB-LANDLO owners, it being agreed that LANDLORD and any other such party any such judgment. The provision contained in the foregoing senter that SUB-TENANT might otherwise have to obtain an injun LANDLORD or SUB-LANDLORD'S successors in interest, or any o personal liability of SUB-LANDLORD and any other such party. U SUB-LANDLORD ever be liable for SUB-TENANT'S lost profits damages.

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23. SUB-LANDLORD DEFAULT

SUB-LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until SUB-LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by SUB-TENANT to LANDLORD properly specifying wherein SUB-LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies SUB-TENANT that such holder has taken over SUB-LANDLORD'S rights under this Lease, SUB-TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to SUB-LANDLORD for satisfaction of such claim.

24. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

25. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD, SUB-LANDLORD and SUB-TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns.

26. HOLDOVER

If SUB-TENANT fails to vacate the leased premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by SUB-LANDLORD for SUB-TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude SUB-LANDLORD from recovering any other damages which it incurs as a result of SUB-TENANT'S failure to vacate the leased premises at the termination of this Lease.

27. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, SUB-TENANT AND SUB-LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY SUB-LANDLORD OR SUB-LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. SUB-LANDLORD AND SUB-TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

28. MISCELLANEOUS

If SUB-TENANT is more than one person or party, -SUB-TENANT'S obligations shall be joint and several. Unless repugnant to the context, "SUB-LANDLORD" and SUB-TENANT" mean the person or persons, natural or corporate, named above as SUB-LANDLORD and SUB-TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. SUB-LANDLORD and SUB-TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other

than those as to which it is invalid or unenforceable, shall not be provision of this Lease shall be valid and enforceable to the fullest ex submission of this Lease or a summary of some or all of its provision TENANT does not constitute a reservation of or option for the premi premises, and this document shall become effective and binding on delivery hereof by both SUB-LANDLORD and SUB-TENANT. Em LANDLORD have no authority to make or agree to make a lease undertaking in connection herewith. All negotiations, considera understandings between SUB-LANDLORD and SUB-TENANT are prior agreements or understandings, written or oral, shall be effe provision of this Lease may be modified or altered except by agreement in writing between SUB-LANDLORD and SUB-TENANT, and no act or omission of any employee or agent of SUB-LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The place of contract of this lease is Cumberland County, Maine, and any and all disputes that may arise under this lease shall be resolved in the Courts of Cumberland County, Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/31/13

29. BROKERAGE

SUB-LANDLORD WILL PAY A TOTAL COMMISSION OF $3600.00 (2.5% OF THE LEASE VALUE) DIRECTLY TO SUB-TENANT'S BROKER, DIRECT REAL ESTATE, AS ONE LUMP SUM WITHIN 15 DAYS OF THE TIME THAT THE SUB-TENANT BEGINS PAYING RENT UNDER THIS AGREEMENT ON APRIL 15, 2013.

SUB-LANDLORD WILL PAY A TOTAL COMMISSION OF $3600.00 (LESS $900.00 OF PRE-PAID COMMISSIONS OWED TO SUB-LANDLORD FROM SUB-LANDLORD'S BROKER REGARDING A PREVIOUS LEASE THAT DID NOT MAKE IT TO TERM) IN EQUAL ANNUAL INSTALLMENTS OF $720.00 TO SUB-LANDLORD'S BROKER, MALONE COMMERCIAL BROKERS.

30. SIGNAGE

All of Tenant's signage shall be subject to Landlord's written approval, which shall not be unreasonably withheld, or delayed, and shall be in accordance with all local and state governmental codes.

31. MISCELLANEOUS:

SUB-LANDLORD shall have a $500 a month allowance of food and non-alcoholic beverages for twenty-four (24) months with a commencement date of June 1, 2013 and ending date of May 31, 2015, such allowance not being cumulative but being transferable if additional people are the personal guest of SUB-LANDLORD or SUB-TENANT has approved of, in writing, a transfer by SUB-LANDLORD's interest to a third party. For example, if SUB-LANDLORD moves away or goes on an extended vacation, SUB-TENANT may approve of SUB-LANDLORD transferring his right to a third party, but this transfer is 100% at the sole discretion of the SUB-TENANT and may be withheld for any reason or no reason at all.

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1 day of March, 2013.

SUB-TENANT:

David Levi
Legal Name of SUB-Tenant

Signature

David Scott Levi / Vinland Inc. President
NAME/TITLE

SUB-LANDLORD:

Paul Joseph Trusiani
Legal Name of SUB-Landlord

Signature

PAUL J. TRUSIANI
NAME/TITLE

Witness to SUB-Tenant

Witness to SUB-Landlord

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 07/31/13

GUARANTY

For value received, and in consideration for, and as an inducement to LAN foregoing Lease with VINLAND, INC SUB-TENANT, David Levi ("GU unconditionally guaranty to SUB-LANDLORD the complete and due perfo agreement, covenant, term and condition of the Lease to be performed by SUB-TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by SUB-TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by SUB-LANDLORD of any indulgences to SUB-TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, SUB-LANDLORD may proceed against GUARANTOR and SUB-TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against SUB-TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of SUB-LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 1st day of March, 2013.

GUARANTOR:

David Levi
Legal Name of Guarantor

Signature

Witness to Guarantor

David Scott Levi /
NAME/TITLE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 4th day of March, 2013.

Witness

Annamarie Trusiani

Witness

Paul Jerry Trusiani

STATE OF MAINE
COUNTY OF CUMBERLAND, ss:

On this 4th day of March, 2013, before me personally came ANNAMARIE TRUSIANI, to me known and known to me to be the

individual described in and who executes the foregoing instrument and she duly acknowledges to me that she e
free act and deed.

Notary Public

STATE OF MAINE
COUNTY OF CUMBERLAND, ss:

On this 4th day of March, 2013, before me personally came PAUL JERRY TRUSIANI, to me known and kn
individual described in and who executes the foregoing instrument and he duly acknowledges to me that he executed the same as his free act and deed.

Notary Public

DENISE MCRONEY
Notary Public, Maine
My Commission Expires July 12, 2014

RESURGAM CITY OF PORTLAND, MAINE

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Date: 07/31/13