

COMMERCIAL LEASE (GROSS/MODIFIED GROSS)

1. PARTIES: **J.B. Brown & Sons**, a Maine corporation, with a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04112-0207, ("**Landlord**") hereby leases to **Sol Food Group, LLC**, a Maine limited liability company with a mailing address of P.O. Box 169, Portland, Maine 04112-0169, ("**Tenant**"), and Tenant hereby leases from Landlord the following described premises.

2. PREMISES: The premises are certain interior portions of ground floor in the building at 18-26 Free Street, in the City of Portland, County of Cumberland and State of Maine (herein the "**Facility**"); and designated as 26 Free Street (herein the "**Premises**" or "**leased premises**"). The Premises are deemed to be 1,848 square feet and are depicted on the attached **Exhibit A**, along with an area for an exterior deck as generally depicted on **Exhibit A**, **along with shared interest in using a dumpster coral located at the Facility, which may be relocated by Landlord, and use of one parking space under the exterior deck being constructed by Tenant.**

Tenant shall have a right in common with Landlord and others to use of the following common facilities and areas: (a) portions of the basement that are not part of the Premises for purposes of Tenant's access to the basement space for purposes of restaurant-related uses only (e.g., right to connect heating and power lines into the mechanical room and furnace room. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. Tenant acknowledges that: (A) Landlord has made no representations and 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 Tenant has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof.

3. TERM: The term of this Lease shall be as follows, unless sooner terminated as herein provided: Five (5) years and Six (6) months, said term to commence on November 1, 2015 (the "**Commencement Date**"), which date shall also be the "**Rent Commencement Date**, and to end at midnight on March 31, 2021.

4. RENT: (a) Beginning on the Rent Commencement Date, Tenant agrees to pay to Landlord an annual Base Rent as follows:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per Square Foot</u>
11/1/2015-3/31/2016	\$0.00	\$0.00	\$0.00
4/1/2016-3/31/2017	\$50,400.00	\$4,200.00	\$27.27
4/1/2017-3/31/2018	\$51,600.00	\$4,300.00	\$27.92
4/1/2018-3/31/2019	\$52,800.00	\$4,400.00	\$28.57
4/1/2019-3/31/2020	\$54,000.00	\$4,500.00	\$29.22
4/1/2020-3/31/2021	\$55,200.00	\$4,600.00	\$29.87

(b) For the period commencing on first day of the 2017, and continuing through the end of the initial term (or any extension term) of this Lease, Tenant shall, in addition to Base Rent, be responsible for Tenant's pro rata share of the "Expense Increase" (as such term is defined below). Tenant's prorata share, for all purposes herein, shall be calculated by using the

gross square footage of Facility (as defined in Section 2 above, deemed to be thirty-five thousand one hundred thirty-three (35,133) square feet, as the denominator, and the gross square footage of the Premises, deemed to be one thousand eight hundred forty-eight (1,848) square feet, as the numerator. The parties acknowledge that Tenant's pro-rata share is five and twenty-six tenths percent (5.26%).

Commencing in calendar year 2017, upon receipt of written notice thereof, Tenant shall pay to Landlord, in monthly installments simultaneously with the payment of Base Rent,  $1/12^{\text{th}}$  of the Expense Increase amount which, on the basis of such estimate (based on the Operating Expenses of 2016), is payable to Landlord in respect of such Lease Year under this Section. If the term of this Lease ends before the end of the applicable Lease Year, any amount payable by Tenant or Landlord in respect to that year under this Section shall be adjusted proportionately on a daily basis and any obligation to pay such amount from Tenant to Landlord or from Landlord to Tenant, as the case may be, shall survive the expiration or earlier termination of this Lease. Upon request, Landlord will supply Tenant with reasonable documentation to support the Operating Expenses, or allow Tenant reasonable access to Landlord's records relating to such Operating Expenses.

(c) For the period commencing on the Rent Commencement Date and continuing through the end of the term of this Lease, the Base Rent and, with respect to calendar year 2017 and thereafter, the Expense Increase (together "Rental Payments") payable hereunder shall be payable to Landlord in equal monthly installments throughout each Lease Year. The first monthly installment of Base Rent shall be due and payable on January 1, 2016 and the first monthly installment of Rental Payments that includes the Expense Increase shall be due and payable on January 1, 2017. Thereafter, the monthly installments of Rental Payments shall be due and payable on the first day of each month during the term of this lease. All Rental Payments shall be paid in advance, on the date specified above (i.e. first day of each month), without notice, setoff or deduction, in lawful money of the United States of America at the address of Landlord as set forth in Section 1 of this Lease, or at such other place as Landlord may from time to time designate in writing. If any Rental Payment is not paid when due hereunder, such Rental Payment shall bear interest at a fixed annual rate equal to twelve percent (the "Default Rate"), which interest shall accrue beginning fifteen (15) days from the respective due date until paid.

(d) The term "Lease Year" for the first Lease Year shall mean the period commencing on the January 1, 2016 and ending on December 31, 2016. The second Lease Year shall commence on January 1, 2016, "Lease Year" shall mean the twelve calendar month period beginning with the expiration of the preceding Lease Year.

(e) The term "Expense Increase" shall mean an amount equal to the difference between (A) the Operating Expenses (as defined below) for the calendar year ending on December 31, 2016, and (B) the Operating Expenses commencing on January 1, 2017. For each Lease Year of the term, the base year for Operating Expenses shall be 2016.

(f) The term "Operating Expenses" shall include normal and reasonable costs and expenses paid or incurred by Landlord with respect to the ownership, operation, maintenance or

repair of the Facility, including, but not necessarily limited to, (i) all real estate taxes on the Facility, (ii) Landlord's cost of maintaining all parking areas, sidewalks, landscaping, utility lines and facilities, snow removal and ice treatment, striping, lighting of the exterior of the Facility, (iii) all costs of operating, maintaining the building and related equipment, including the payment of management fees provided that such management fees do not exceed five percent (5%) of the Base Rent due hereunder, (iv) public liability insurance and other insurance typically maintained with respect to such a building as located on the Facility, (v) service or maintenance contracts with independent contractors for the operation, maintenance, repair, or security of the Facility (including without limitation alarm service, HVAC systems, janitorial service, and window cleaning), (vi) all supplies and materials used in the operation, maintenance, repair, and security of the Facility, and (vii) cost of all utilities (without markup), except the cost of utilities reimbursable to Landlord by the building's tenants other than pursuant to a provision similar to this Section in such tenant's leases. The foregoing notwithstanding, (A) Tenant is required to contract and provide proof of contract for all utilities and services supplied to the Premises described in Section 4, which services and utilities shall be provided by, or contracted for by, Tenant at its sole cost, and (B) the term "Operating Expenses" shall not include (i) the cost of any services and utilities to the Leased Premises described in Section 7 hereof, contracted for by Tenant, (ii) any expenditures for capital improvements, acquisition, replacement or addition of capital equipment, or other items properly charged to a capital account, (iii) any charges for Landlord's executive or management personnel, (iv) any charges for depreciation, (v) any costs or expenses associated with the operation and maintenance of interior common areas devoted exclusively or primarily to a single tenant or occupant other than Tenant, (vi) any costs or expenses associated with hazardous or toxic materials or substances, (vii) any costs for which Landlord has been or is to be reimbursed by proceeds of insurance, (viii) any charges for administration or overhead or for the maintenance of Landlord's offices. Landlord agrees that Tenant's obligation to pay Landlord for Tenant's pro rata share of the Expense Increase shall be limited to amounts paid by Landlord at market rates to providers of goods and services.

The expression "real estate taxes" used herein shall mean all ad valorem taxes and betterments assessments (special or general, ordinary or extraordinary) imposed or assessed by any public authority having jurisdiction, which upon assessment or upon failure of payment become a lien upon the Facility, or any portion thereof, except only that if any betterments assessment is payable in installments, the real estate taxes for any year shall include only the smallest installment of such betterments assessment as may be allocable to said tax year. The term "real estate taxes" as used in this Lease shall exclude all income taxes, excess profits taxes, excise taxes, franchise taxes, capital levies, and estate, succession, gift, inheritance and transfer taxes. Tenant shall pay all taxes upon its signs, equipment and other personal property in or upon the Premises, which taxes shall not be included within real estate taxes upon the land and buildings of the Facility for purposes of this Section.

(g) Landlord hereby acknowledges and agrees that this Lease is a "modified gross lease" and that Tenant shall not be obligated to pay to Landlord any additional rent on account of any Operating Expenses that (i) Tenant is required to contract and provide proof of contract for all utilities and services supplied to the Premises described in Section 7 hereof, which services and utilities shall be provided by, or contracted for by, Tenant at its sole cost, and (ii) it is

understood and agreed that beginning with the Second Lease Year, and continuing for each subsequent Lease Year of the term, the "Base Rent" shall be increased by an amount equal to Tenant's prorata share of the Expense Increase.

5. EXTENSION OPTION: Provided that Tenant is not at the time of exercise in default of this Lease, Tenant shall have the option to extend this lease for Two (2) additional periods of Five (5) years, the first commencing on April 1, 2021 and the second commencing on April 1, 2026. In order to exercise the Tenant's renewal options to extend, Tenant shall notify Landlord in writing of its intention to exercise the extension option on or before the date that is six (6) months prior to the end of the current term but no earlier than nine (9) months prior to the end of the current term (the "**Exercise Date**"), time being of the essence, and the annual Base Rent in said first 5-year Extension (4/1/2021-3/31/2026) shall be at \$43,200 with annual increases during the 5-yr term based on the increase (if any) in the CPI over the immediately prior 12-month period. The second 5-year extension (4/1/2026 -3/31/2031) to be upon the same terms and conditions set forth in this Lease except for annual rent which shall be fair market value as determined within thirty (30) days of the Exercise Date by mutual written agreement of the Landlord and the Tenant. In the event the Landlord and the Tenant fail to agree on fair market value of the annual rent for the extension term within thirty (30) days of the Exercise Date, said rent dispute shall be promptly submitted to the American Arbitration Association for arbitration in accordance with its then existing regulations and the result of any such arbitration shall be binding upon the parties hereto. The arbitration shall be finalized within sixty (60) days of the Exercise Date or this Lease shall terminate at the end of the initial term and the Tenant shall surrender the Premises in accordance with Section 20 hereof.

6. SECURITY DEPOSIT: Four Thousand Dollars (\$4,000), \$2,550 which shall be transferred from Tenant's former lease at 101 York Street.

7. UTILITIES: As of the Commencement Date, Tenant shall pay, as they become due, all bills for electricity, natural gas, janitorial, and all charges for telephone and other communication systems used at and supplied to the leased premises. Landlord shall be responsible to pay for fuel (currently natural gas) costs for normal and customary heating of Facility and water and sewer provided to Facility (provided, however, as to water and sewer used by the Tenant, Tenant shall pay directly to Landlord as determined by Landlord based on a sub meter to be installed for the Premises at Landlord's expense). Landlord shall in no event be liable for any interruption in any services, utilities or other items supplied to the Facility or the Premises due to any accident, to the making of repairs, alterations or improvements not resulting from Landlord's negligence, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said Property, or to any cause beyond Landlord's control. 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. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord in accordance with this Lease's terms concerning Tenant alterations.

8. USE OF LEASED PREMISES: Tenant may use the Premises for restaurant, except the Tenant shall not use the Premises for any unlawful, noisy, or otherwise offensive use, nor

commit any nor permit any nuisance to exist thereon. No exterior venting system for cooking is permitted, except as approved by Landlord. Notwithstanding the foregoing, the Landlord has approved the initial venting design as specified by HVAC Services. Live or loud music within the Premises that can be heard by the occupants of the Facility during normal business hours (i.e., Monday through Friday from 8:00 a.m. to 6:00 p.m.) is not permitted. Tenant shall use the Premises in a careful, safe and proper manner and shall not use or permit the Premises to be used for any purposes prohibited by the laws of the United States or the State of Maine or the ordinances of the City of Portland. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit or permit any nuisance or waste on or in, or about the Premises or the Facility. Tenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations.

9. COMPLIANCE WITH LAWS and Tenant COVENANTS:

(A) In addition to other covenants and agreements of Tenant herein, Tenant covenants and agrees (i) not to injure or deface the leased premises or building; (ii) that no inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises in violation of law; (iii) that 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 to the building, other than Tenant's Work described elsewhere in this Lease; (iv) that Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks (subject to outdoor seating which may occur and be permitted as provided elsewhere in this Lease or as may be allowed by the City of Portland and reasonably approved by Landlord) or approaches to said building or any inside or outside windows or doors or common areas; (v) to maintain the strictest standards of cleanliness within the Premises, such that the Premises shall at all times be neat, clean, sanitary and free from all dirt, grease, refuse, debris, offensive odors (including any odors which shall constitute a nuisance as to other occupants of the Facility), and Pests (as hereinafter defined); (vi) to have conducted bi-annually, or with such greater frequency as circumstances may require, inspections of the Premises for the presence in, on, under, or within the Premises of any insects, rodents, vermin or other pests (collectively, "Pests"), which inspection shall be conducted by a licensed person having experience in the detection and control of Pests. If any such inspection shall reveal the presence of Pests and the presence thereof shall be related directly or indirectly to the conduct of Tenant's business upon the Premises, Tenant shall immediately cause the extermination of the same at Tenant's expense, such extermination to be conducted in strict compliance with any and all applicable laws, ordinances and regulations and with any of the provisions of the Lease pertaining to hazardous wastes or substances. If at any time during or after the term of the Lease, Pests shall be detected in any portion of the Facility other than the Premises, and the presence thereof shall be related directly or indirectly to the conduct of Tenant's business upon the Premises, the removal and extermination of such Pests shall be performed at Tenant's expense, **OR** if the presence thereof shall be related directly or indirectly to the conduct of other tenants in the Landlord's building or property adjacent to Facility, then the removal and extermination of such Pests shall be performed at Landlord's expense; (vii) to store all trash and refuse in sealed containers inside the Premises or within an outside dumpster or similar garbage storage unit to be obtained by Tenant at its own cost and expense (which dumpster or other unit

shall be kept in a location as is provided elsewhere in this Lease), and to provide for the prompt and regular removal of any such trash and refuse. Without limitation to the foregoing, Tenant shall at all times keep the sidewalks, delivery areas, common areas within which Tenant has access or delivery rights, stairways and other areas adjacent to the Premises clean and free from Tenant's property, trash and refuse; (viii) to dispose of all grease in a safe and sanitary manner that shall not result in any damage, clogging or other harm or malfunctioning to or of the plumbing and sewerage disposal systems serving the Premises; (ix) to regularly clean any vents used by the Premises, such that there shall be no accumulation of grease or oil upon the walls or roof of the Premises, Facility or adjacent properties, and to clean and restore, at Tenant's sole cost and expense, any surfaces on which any such accumulation does occur; (x) to, in addition to any other insurance requirements contained herein, maintain with respect to the Premises and Tenant's business thereon dram shop or similar liquor liability insurance under policies having coverage limits of not less than that reasonably required by Landlord from time to time and naming Landlord as an additional insured.

(B) Tenant shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections (including without limitation, historical codes, regulations and/or requirements) affecting Tenant, the leased premises and/or Tenant's use, its improvements, additions and alterations and all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the leased premises, the Facility, the building located thereon, its facilities and approaches. Tenant agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in Tenant's use thereof required by law or any public authority as a result of Tenant's use or occupancy of the premises or Tenant's alterations or additions thereto, which alterations, improvements and installations shall be subject to Landlord's consent as provided in this Lease.

(C) The Association (as defined in the Declaration) shall have the right to prescribe, at its sole discretion, reasonable rules and regulations (hereinafter referred to as the "Rules and Regulations") having uniform applicability to all units in the Facility and governing their use and enjoyment of the Facility; provided, however, that the Rules and Regulations shall not materially interfere with Tenant's use and enjoyment of the Premises, or diminish in any material respect the rights of the Tenant in this Lease in accordance with the provisions of this Lease. Tenant shall adhere to the Rules and Regulations and shall cause its agents, employees, invitees, visitors and guests to do so.

#### 10. MAINTENANCE:

(A) Tenant's OBLIGATIONS: 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 Tenant holds any part of said premises to keep and maintain (including necessary repairs, periodic maintenance and replacements) the leased premises (including without limitation windows, doors and all interior plumbing, heating, cooling, electrical and communications systems) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary

herein, Tenant covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

(B) LANDLORD'S OBLIGATIONS: Landlord agrees to maintain and repair the roof, exterior walls and structure in the same condition as they are 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 by fault or neglect of Tenant or the employees, contractors, agents or invitees of Tenant, in which case such maintenance or repair shall be at the expense of Tenant and Tenant shall pay all costs thereof. Unless caused solely by Tenant's use, Landlord also agrees to maintain and repair the plumbing systems in Facility as described in the preceding sentence. As to those items and systems located within the Premises which are Tenant's obligation as set forth in Section 10(A) above, nothing in this Section 10(B) shall limit Tenant's obligations under this Lease or interpreted to infer that such obligations are Landlord's.

11. ALTERNATIONS-ADDITIONS and SIGNAGE:

(A) Tenant shall not make any structural alterations or additions to the Premises, or permit the making of any holes in, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like in or upon any part of the Facility other than the Premises without on each occasion obtaining prior written consent of Landlord, which shall not be unreasonably withheld, provided Tenant shall present to Landlord detailed plans and specifications for any such work at the time approval is sought. 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 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.

(B) Any of Tenant's exterior signage shall be subject to Landlord's prior written approval of design, size and location. Tenant shall present to Landlord detailed drawings, plans and specifications for such signage, including its design, color and other features of its appearance (e.g., lighting, etc.) at the same time municipal approval is sought.

12. ASSIGNMENT-SUBLEASING: Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord which consent may not be unreasonably withheld, conditioned or delayed. The consent by Landlord to an assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. For the purposes of this provision, the sale of a controlling interest of stock or transfer of a controlling interest of membership interests of a corporate or limited liability company tenant shall constitute an assignment and shall require the consent of Landlord. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, and if Tenant is in default, Landlord may collect the rent from the assignee, subtenant or occupant, and apply the net amount

collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant and any guarantors of Tenant's obligations shall remain fully liable under this Lease and shall not be released from any of the terms, covenants and conditions hereof or of any guaranty.

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 Tenant shall concurrent with the execution hereof and otherwise within ten (10) days of receipt by Tenant execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, or other such instruments in the nature of a mortgage and which shall contain a non-disturbance agreement in favor of Tenant in form reasonably satisfactory to Tenant. Provided Tenant performs all of its obligations under this Lease, Tenant shall be entitled to the quiet enjoyment of the leased premises; provided 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 extent the same affect the leased premises. Tenant agrees to execute and deliver within five (5) days after they are received, such estoppel certificates as are requested by Landlord or Landlord's lender.

14. LANDLORD'S ACCESS: Landlord or agents of Landlord may, at all reasonable times during the term of this Lease and upon at least 24 hours prior notice (except in case of emergency), enter the leased premises (i) to examine the leased premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary (provided that as to non-emergency maintenance and repairs, Landlord shall perform such maintenance and repairs during Tenant's non-business hours and/or in a manner which shall not unreasonably interfere with the business operations of Tenant) and, at Tenant's expense, to remove any structural alterations or additions 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 (not sooner than six (6) months prior to the end of the lease term).

15. INDEMNIFICATION: Tenant will defend and, except to the extent caused solely by the negligence or willful conduct of Landlord, will indemnify 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 Tenant of the leased premises or any part of Facility or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises and/or Facility. Tenant shall also pay Landlord's expenses, including reasonable attorney's fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from 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 Tenant), or any document, settlement or other agreements related to this Lease. The provisions of this Section shall survive the termination or



earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of Tenant or of any employee or visitor of 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 Tenant or others.

16. TENANT'S LIABILITY INSURANCE: Tenant shall (i) insure Tenant and Landlord, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as Landlord shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, and (iii) shall provide such other insurance as is reasonably required and requested by Landlord (including so-called "dram shop" insurance as is required under this Lease, all such insurance to be in such amounts and with such companies as Landlord shall reasonably require and approve (with proper upward adjustments in amounts of insurance from time to time (no less than every two (2) years during the term hereof) as is considered commercially reasonable by Landlord in light of then-current customary and normal insurance coverages provided in similar circumstances in the Greater Portland market area), with waiver of subrogation if such waiver can be obtained without charge. Tenant shall deposit with 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. Tenant shall list Landlord as an additional named insured in all policies required by this Section.

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, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and 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. 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, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease or restore the premises within thirty (30) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary contained herein, in the event Landlord is to repair and/or restore the leased premises or the building to a

proper condition for use and occupation, Landlord's obligations 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 actually available to Landlord for such use, and in any case, subject to the rights and claims of any lender to Landlord to such amounts. Throughout the term of this Lease, in addition to all other insurance Landlord is required to maintain pursuant to the terms of this Lease, Landlord covenants and agrees to obtain, keep, and maintain in full force and effect (i) fire and casualty insurance, with extended coverage, in amounts not less than the "Full Insurable Value" (as such term is defined below) of the building in which the leased premises are situated. For purposes of the Lease, the term "Full Insurable Value" shall mean the actual replacement value thereof, exclusive of cost of excavation, foundations, footings and paving. Upon request by Tenant, Landlord shall deliver to Tenant evidence of all insurance required to be maintained by Landlord pursuant to this Lease.

18. **DEFAULT AND BANKRUPTCY:** In the event that: (a) Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within five (5) days after written notice thereof; or (b) Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or if such default through reasonably diligent good faith efforts cannot be corrected within such thirty (30) days, then within such additional time (not to exceed 60 days total) as is reasonably required to correct any such default provided further, however, that any unsafe, unsanitary or emergency condition shall be remedied immediately; 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 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 Tenant's property, or a petition is filed by 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), Landlord shall be entitled to all remedies available to Landlord at law and equity including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to 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 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 which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate.

Tenant covenants and agrees, notwithstanding termination of this Lease and/or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately pay to Landlord all amounts previously owing to Landlord under this Lease and shall pay to Landlord as damages, at the election of Landlord, either (i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, if any, of (a) the aggregate of the rent which would have been payable by Tenant for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the expiration date, had this

Lease not so terminated or had Landlord not so re-entered the premises, minus (b) the aggregate rental value of the premises for the same period after considering reasonable projections of vacancy rates and costs of leasing and making the premises acceptable to new tenants, or (ii) sums equal to the rent payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the premises, payable upon the due date therefor specified herein following such termination or such re-entry and until the expiration date, provided, however, that if Landlord shall re-let the premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the premises and in securing possession thereof, including reasonable attorneys' fees, as well as the reasonable expenses of re-letting, including altering and preparing the premises for new tenants, reasonable brokers' commissions, and all other reasonable expenses properly chargeable against the premises and the rental thereof; it being understood that any such re-letting may be for a period shorter or longer than the remaining term of this Lease; but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, or shall Tenant be entitled in any suit for the collection of damages pursuant to this clause (i) to a credit in respect of any net rents from a re-letting, except to the extent that such net rents are actually received by Landlord. If the premises or any part thereof be re-let by Landlord for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be presumed the fair and reasonable rental value for the premises, or part thereof, so re-let during the term of the re-letting. Additionally, Tenant agrees to pay on demand in addition to all rent, or in the event of termination of this Lease, then in addition to damages provided above, (i) all of Landlord expenses including reasonable attorney's fees incurred in enforcing any of the obligations of Tenant under this Lease, or in evicting Tenant or in successfully collecting any amount due hereunder or in exercising any rights or remedy under this Lease or in Landlord consenting to any action or Tenant for which the Lease requires Landlord's consent; and (ii) all late charges on all amounts of rent, and/or damages and other charges not paid when due hereunder, and (iii) all expenses arising out of any termination of this Lease. Landlord hereby agrees to use commercially reasonable efforts to mitigate damages for Tenant's breach of this Lease.

In addition, if Tenant shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable grace and cure periods provided above, Landlord may, at its option, without waiving any claims for default, at any time thereafter cure such default for the account of Tenant, and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, subject to any good faith dispute relating to the reasonableness of the amount of, or the necessity for, any such expenditure; provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said cure period but after notice to Tenant, if it is necessary to protect the Facility, or its interest therein, or to prevent injury or damage to persons or property.

The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative remedies. The existence of these remedies shall not be deemed to be in exclusion of

any other remedies provided at law or in equity. Exercise of any one such remedy shall not be deemed a waiver of such other remedies as may be available.

19. NOTICE: Any notice, demand or communication concerning this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or by certified or registered U.S. mail, postage prepaid or overnight courier service addressed to Landlord's or Tenant's mailing address set forth in Section 1 hereof. Any such notice shall be deemed effective upon the earlier of (i) actual receipt or (ii) three days after deposit in the U.S. mail or with such overnight courier service as provided herein. Either party can change its address for future notices in the manner provided above, such change of address to be effective only upon receipt.

20. SURRENDER: 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 removing all furniture, equipment and personal property owned by Tenant, all other goods and effects not attached to the leased premises, all of Tenant's trade fixtures including but not limited to any specially-installed décor and restaurant accoutrements and furnishings (including but not limited to built-in benches and tables, bar, countertops, shelving, lighting fixtures, custom wood work, ornamentation or other decorative items installed by Tenant), repairing all damage and harm to Facility caused by such removal, and leaving the leased premises clean and tenantable, free of debris, detritus, trash, and any property that Tenant is allowed to or obliged to remove. If Landlord in writing permits Tenant to leave any such goods and chattels at the leased premises, and Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against Landlord or those claiming by, through or under Landlord. Tenant shall not remove any utility or gas lines, water pipes, sewer lines, toilets, heat pumps, plumbing fixtures or other similar items even if installed by Tenant.

21. HAZARDOUS MATERIALS: 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") that Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises 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 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 in violation of law; (iii) that Tenant will with advance notice and at all reasonable times permit 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 Landlord copies of all records which Tenant may be obligated by Free, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, 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 Free laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the leased premises to 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 or those which are otherwise dangerous to human, animal or plant health.

22. **LIMITATION OF LIABILITY:** Tenant agrees to look solely to Landlord's interest in the Facility for recovery of any judgment from Landlord or any of Landlord's partners, managers, or owners, it being agreed that Landlord and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord and any other such party.

23. **LANDLORD DEFAULT:** Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until 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 Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the Facility of which the leased premises are a part notifies Tenant that such holder has taken over Landlord's rights under this Lease, 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 Landlord for satisfaction of such claim; provided, however, Tenant may pay such rent into an escrow account to be held until the resolution 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 and 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, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

26. **HOLDOVER:** If Tenant fails to vacate the leased premises at the termination of this Lease, such failure shall be an immediate default under this Lease with no notice or cure period applicable, and such holdover shall be subject to the terms of this Lease during said holdover period, except for rent, which shall be automatically increased to one and one-half times the then-current rent for the period just preceding such termination and except for the term, which shall be a term that runs only for the period of holdover and which shall not require notice or other action for termination, the Tenant being no more than a tenant at sufferance during such period of holdover; but this provision shall not be interpreted as consent or permission by Landlord for Tenant to hold over at the termination of this Lease and the terms of this holdover

provision shall not preclude Landlord from recovering any other damages which it incurs as a result of 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, TENANT AND 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 LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND 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 FREE DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

28. MISCELLANEOUS: If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Landlord and 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 affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of 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 headings herein contained are for convenience only, and shall not be considered a part of this Lease.

29. BROKERAGE: Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises. Tenant agrees in the event of any brokerage claims against Landlord by any broker that Tenant has had dealings with related to this Lease, Tenant agrees to defend and indemnify Landlord against any such claim. Landlord warrants and represents to Tenant that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises and in the event of any brokerage

claims against Tenant by any broker that Landlord has had dealings with related to this Lease, Landlord agrees to defend and indemnify Tenant against any such claim.

30. TENANT'S WORK. Tenant shall perform all work necessary to make the Premises ready to open for business in accordance with this Lease, Landlord having no obligation to perform any construction, fit up, modification or alteration to the Premises or Facility, other than as may be specifically set forth herein. Specifically, Tenant's Work shall include and Tenant shall be obligated to perform and complete the following:

1. Design, installations and work related to HVAC installation in the Premises based on Tenant's use.
2. Any demolition and/or improvements necessary to convert the leased premises from a retail use to a restaurant use.
3. All venting related to Tenant's restaurant operations and cooking apparatus must be either interior venting and the restaurant's ovens and stoves must be installed with hoods that do not require exterior venting or, if any exterior venting is required, it must be concealed and extend above the roof line. Such equipment and installations shall be of commercial grade.
4. Installation of a grease trap on the Premises.
5. Design, installations and work related to installing a deck in the area shown on Exhibit A. The design shall be approved by the Portland's Historic Preservation Board.

No Tenant's Work shall be commenced until Landlord has received and reviewed reasonably detailed plans and specifications for Tenant's Work and provided Tenant with written approval thereof, such approval not to be unreasonably withheld or delayed, but which may be conditioned on among other things Tenant's providing reasonably satisfactory assurance of protection from liens related to any and all Tenant's Work. Failure by Landlord to respond to Tenant's plans and specifications within ten (10) days of receipt shall be deemed to be approval. All Tenant Work is to be performed at Tenant's sole cost and expense, with Landlord's only obligation related thereto being the rent waiver set out below. Tenant's Work shall be performed pursuant to the terms of the Lease, in a good and workmanlike manner and in compliance with all applicable laws, codes, ordinances, and regulations. Tenant shall not allow any mechanics' liens arising from such work to encumber the real property of which the Leased Premises is a part and shall promptly discharge any such liens that do so arise.

31. LANDLORD'S WORK and ASSISTANCE.

- A. "Landlord's Work" shall consist of solely of providing the Tenant with an allowance of \$50,000 to be applied to the costs of Tenant's Work. Said allowance may not be used by Tenant for any furniture, fixtures, telecommunications or Rental Payments or for any equipment purchased for Tenant or Tenant's use.

- B. Landlord has agreed to waive the first six (6) month's Base Rent. This is in lieu of any other contribution by Landlord to any Tenant Work or other work or fit up required by Tenant. Tenant shall commence paying Base Rent on the first day of the seventh month of the term.
- C. Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, on the following:
- a. Tenant obtaining permits and approvals related to Tenant's Work related installation of venting;
  - b. Tenant obtaining permits and approvals otherwise related to Tenant's Work and Tenant's use of the Premises as a restaurant;
  - c. Tenant obtaining permits and approvals related to Tenant's location of restaurant sidewalk seating at the rear of the building.
  - d. Providing Tenant adequate dumpster space for restaurant use (Tenant to pay any costs, rentals or charges associated with any such dumpster).
- D. In addition, in the event it is requested by Tenant to complete a portion of Tenant's Work, Landlord shall provide an additional \$25,000 as a loan to the Tenant repayable on a monthly basis over a term of five (5) years at a fixed annual interest rate of eight percent (8%), with the right to prepay the loan without prepayment penalty or premium. If such loan is requested, it will be evidenced by a promissory note executed and delivered by the Tenant to the Landlord at the time of the loan.

32. SPECIAL TERMINATION RIGHT. The Tenant shall have a one-time right to terminate this Lease in the event Tenant that it shall be unable to obtain all necessary licensees, permits and approvals for its use of the Premises as a restaurant, including the right to install an exterior deck as provided above (the "**Tenant's Work**"). Tenant shall use its reasonable and diligent efforts to promptly make such a determination as to the Permits and Approvals within the Tenant's Termination Period (as defined below). The Tenant's Termination Period shall be the forty-five (45) days following the date of execution of this Lease, which period may be extended if mutually agreed to in writing by Tenant and Landlord ("**Tenant's Termination Period**"). At or prior to the end of the Termination Period, Tenant may elect to proceed with the this lease or terminate this Lease by furnishing notice in writing to Landlord at the address first provided above (the "**Permit Termination Notice**"). If Tenant does not timely terminate under this Section of the Lease, then this right to terminate shall automatically terminate and Tenant shall be deemed to have waived its right to terminate at the end of the Tenant's Termination Period.

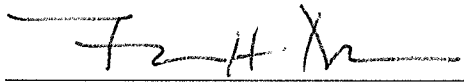
DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_ day of October, 2015.



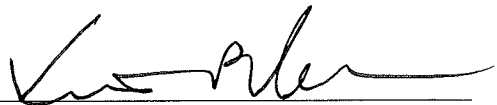
Tenant:

SOL FOOD GROUP, LLC

By:   
Name: Thomas H. Dana  
Title: Member

Landlord:

J.B. BROWN & SONS

By:   
Vincent P. Veroneau  
Its President

  
Witness

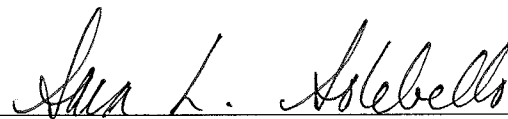
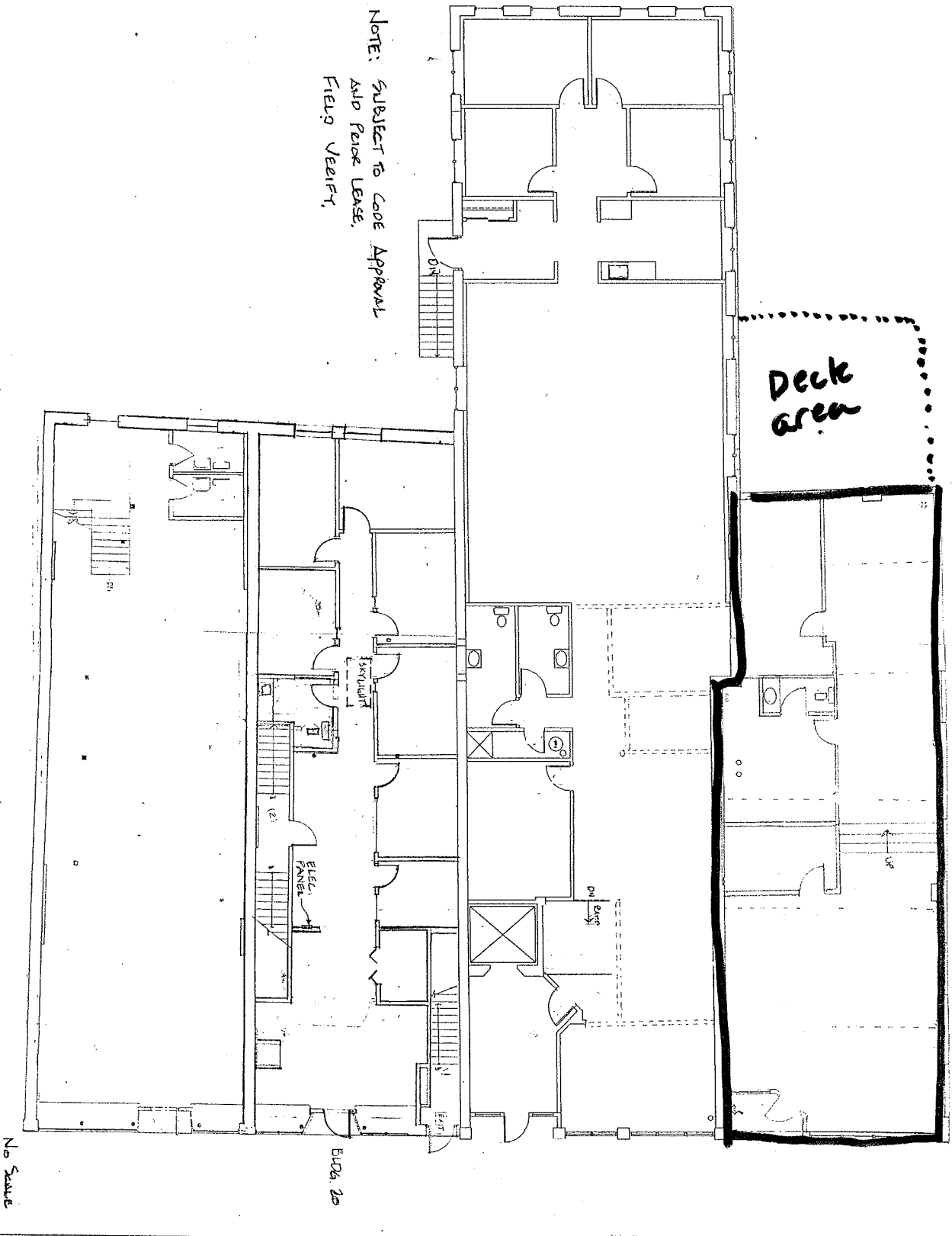
  
Witness

Exhibit A

NOTE: SUBJECT TO CODE APPROVAL  
AND PERMITS LEASE.  
FIELD VERIFY.



No Scale

T-2	1/31/07	FIRST FLOOR PLAN	22 FREE STREET
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18 of 18

**EXHIBIT A**  
Depiction of the Premises

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PAPER LOCK SECURITY ICON.

**SOL FOOD GROUP LLC**  
**ELRAYO TAQUERIA**  
PO BOX 8  
PORTLAND, ME 04112

**Bangor**  
SAVINGS BANK  
52-7438/2112

7671

PAY  
TO THE  
ORDER OF

J.B. Brown + Sons  
Fourteen hundred + fifty + no/ 100

10/19/15

\$ 1450.00

DOLLARS

MEMO Bal due for Pce. dep. on 26 Free St.

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

JMP

⑈007671⑈ ⑆211274382⑆ 2010094709⑈