

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") dated as of _____, 2013, is by and between **CASCO VIEW HOLDINGS, LLC**, a Maine limited liability company, with an office and place of business in Portland, Maine ("Landlord") and **THE PAINT AND SIP CORP.**, a Delaware corporation d/b/a **MUSE PAINTBAR** ("Tenant").

RECITALS:

A. Landlord owns certain real property and improvements situated at 245 Commercial Street, Portland, Maine (the "Property"). The Property is improved with a commercial building (the "Building") having a rentable floor area of 36,946 square feet.

B. Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord approximately 1,866 +/- sf, on the first floor of the Building, as cross hatched on the plan attached hereto as **EXHIBIT A** (the "Leased Premises" or "Premises").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Leased Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, which shall include the right, in common with others, to the common areas and facilities of the Building. **TO HAVE AND TO HOLD** the Leased Premises for the term and rental hereinafter provided and upon the conditions, covenants and agreements hereinafter set forth. **THE PREMISES IS LEASED SUBJECT TO THE OPERATION AND EFFECT OF ANY AND ALL INSTRUMENTS AND MATTERS OF RECORD** A list of all such instruments and matters of record is attached hereto as **EXHIBIT B**.

2. Term.

(a) The initial term of this Lease (the "Initial Term") shall be for five (5) years and three (3) months, commencing on the "Commencement Date" (as such term is defined below) and ending on the last day of the calendar month that is five (5) years and three (3) months after the Commencement Date. The Commencement Date shall be the date on which the Landlord has delivered possession of the Leased Premises to Tenant vacant and free and clear of the existing tenant of the Leased Premises and free and clear of all personal property, inventory and other belongings of said existing tenant. It is the intent of the parties that the Lease Premises will be delivered to Tenant on January 15, 2014 (the "Delivery Date"). If Landlord is unable to deliver the Leased Premises to Tenant on or before February 1, 2014, Tenant may terminate this Lease by notifying Landlord of its intention to do so, so long as such notice is delivered prior to Tenant taking

possession of the Leased Premises, whereupon this Lease shall terminate upon delivery of such notice.

Base Rent shall commence on that date which is three (3) months after the Commencement Date (the "Rent Commencement Date"). Upon request of either party, Landlord and Tenant shall enter into an instrument in recordable form confirming the Commencement Date and Rent Commencement Date and the end of the Term. If the Rent Commencement Date is on a date other than the first (1st) of the month, Tenant's first Base Rent payment shall be prorated accordingly.

(b) Tenant shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years (referred to herein as a "Renewal Term"). The Renewal Term shall commence immediately upon the expiration of the Initial Term. In order to exercise the option to extend this Lease for a Renewal Term, (i) Tenant shall deliver to Landlord written notice of its election to exercise said option not later than six (6) months before the expiration of the Initial Term of this Lease (or with respect to the second Renewal Term, no later than six (6) months before the expiration of the first Renewal Term), and (ii) the Lease shall be in full force and effect and Tenant shall not be in default of any of its obligations under this Lease at the time it delivers notice of its election to exercise said option to extend; provided, however, that if Tenant is in default at the time it delivers such notice, but is still within any applicable cure period, such extension notice shall be valid if Tenant in fact cures such default within such applicable cure period. All of the terms and conditions of this Lease shall be applicable in the event of an extension hereof pursuant to this Section, except that Tenant shall have no right or option to extend this Lease beyond expiration of the Renewal Terms set forth in this Section. The word "Term" as used herein shall mean the Initial Term; provided, however, that if the Initial Term is timely extended as provided herein, the word "Term" shall mean the Initial Term as so extended. The Base Rent for the first Renewal Term shall be as set forth in Section 3(a) below. The Base Rent for the second Renewal Term shall be equal to the fair market rent as agreed upon by the parties. In order to avoid the inadvertent failure of Tenant to exercise either Renewal Term, if Tenant has not provided written notice of exercise by the time provided in this Section 2(b), Tenant's extension option shall nonetheless continue for ten (10) days after the date of Tenant's receipt from Landlord of written notice that Landlord has not received Tenant's extension notice, and if Tenant does not exercise within said ten (10) days, Tenant shall thereafter have no further right to extend this Lease.

3. Rent.

(a) **Base Rent.** Tenant covenants and agrees to pay to Landlord an annual base rental (the "Base Rent") for the Leased Premises for each of the following specified "Lease Years" (as such term is defined below), as follows:

LEASE YEAR	MONTHLY RENT	ANNUAL RENT
1	\$3,498.75	\$41,985.00
2	\$3,603.71	\$43,244.55
3	\$3,711.82	\$44,541.89

4	\$3,823.18	\$45,878.15
5	\$3,937.87	\$47,254.49
6	\$4,056.01	\$48,672.12
7	\$4,177.69	\$50,132.28
8	\$4,303.02	\$51,636.25
9	\$4,432.11	\$53,185.34
10	\$4,565.08	\$54,780.90

(b) Operating Expenses. Tenant shall pay to Landlord, in addition to Base Rent, “Tenant’s Proportionate Share” (defined below) of the amount by which “Landlord’s Operating Expenses” (defined below) for any Lease Year during the Term exceeds the “Base Operating Expenses” (defined below). Tenant’s Proportionate Share of Landlord’s Operating Expenses for less than a Lease Year shall be prorated and apportioned.

On or about the first (1st) anniversary of the Commencement Date and thereafter within ninety (90) days following each succeeding anniversary of the Commencement Date during the Term, Landlord shall determine or estimate the amount by which Landlord’s Operating Expenses for the Lease Year in question will exceed the Base Operating Expenses (“Landlord’s Estimated Operating Expenses”) and shall submit such information to Tenant in a written statement (“Landlord’s Expense Statement”).

Commencing on the first day of a month starting following the submission of any Landlord’s Expense Statement and continuing thereafter on each successive first day of the month until Landlord renders the next Landlord’s Expense Statement, Tenant shall pay to Landlord a sum (the “Monthly Expense Payment”) equal to one-twelfth (1/12) of Tenant’s Proportionate Share of Landlord’s Estimated Operating Expenses for such Lease Year. Tenant’s first Monthly Expense Payment after receipt of Landlord’s Expense Statement shall be accompanied by the payment of an amount equal to the product of the number of full months, if any, within the Lease Year which shall have elapsed prior to such first Monthly Expense Payment, times the Monthly Expense Payment.

Each Landlord’s Expense Statement shall reconcile the payments made by Tenant pursuant to the preceding Landlord’s Expense Statement with Tenant’s Proportionate Share of Landlord’s Operating Expenses for the period covered thereby. Any balance due to Landlord shall be paid by Tenant within thirty (30) days after Tenant’s receipt of Landlord’s Expense Statement; any surplus due to Tenant shall be applied by Landlord against the next accruing monthly installment of Base Rent due under this Lease. If the Term has expired or has been terminated, Tenant shall pay the balance due to Landlord or, alternatively, Landlord shall refund the surplus to Tenant, whichever the case may be, within thirty (30) days after Tenant’s receipt of Landlord’s Expense Statement; provided, however, if the Term shall have been terminated as a result of a default by Tenant, then Landlord shall have the right to retain such surplus to the extent Tenant owes Landlord any Base Rent or other amounts due hereunder.

If any tenant in the Building for any reason shall not be provided all services generally provided by Landlord to other tenants of the Building, then for purposes of determining Landlord's Operating Expenses, Landlord shall reasonably estimate what Landlord's Operating Expenses would have been had such service been provided to all tenants.

Tenant shall also pay to Landlord, within thirty (30) days of receipt of a detailed invoice, the reasonable amount of any cost or expense incurred by Landlord which is in addition to the customary costs and expenses then included in Landlord's Operating Expenses and which is directly attributable to Tenant's use of the Leased Premises, to activities conducted on or about the Leased Premises by Tenant or on behalf of Tenant or to any additions, improvements or alterations to the Leased Premises made by or on behalf of Tenant.

(c) Payment. The Base Rent and Operating Expenses and share of property taxes (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 the Rent Commencement Date and the first monthly installment of Operating Expenses shall be due and payable as set forth above in Section 3(b). Thereafter, the monthly installments of Rental Payments shall be due and payable on the first day of each month during the Term. All Rental Payments shall be paid in advance, on the date specified above, without notice, setoff or deduction (except as specifically set forth to the contrary herein), in lawful money of the United States at the address of Landlord as set forth in Section 33, or at such other place as Landlord may from time to time designate in writing.

(d) Definition of Lease Year. The term "Lease Year" means each period of twelve (12) months beginning with the Rent Commencement Date, and each subsequent Lease Year beginning on an anniversary thereof.

(e) Definition of Landlord's Operating Expenses. The term "Landlord's Operating Expenses" shall include all costs and expenses paid or incurred by Landlord with respect to the ownership, operation, management, maintenance or repair of the Property, including, but not necessarily limited to, Landlord's cost of maintaining and repairing all sidewalks, landscaping, utility lines and facilities, snow removal and ice treatment, lighting of the exterior of the Property, all costs of operating, maintaining and repairing the Building and equipment, including periodic repainting and refurbishment, all utilities not separately metered, all costs of air conditioning, heat and hot water for the Leased Premises, and insurance carried by Landlord related to the Building or the Property, the cost to maintain common trash and recycling dumpsters, cleaning the common areas of the Building and washing the exterior windows of the Building and all utility services for the Building. The foregoing notwithstanding, Landlord's Operating Expenses shall not include the cost of any services and utilities to the Leased Premises described in Section 4 hereof, which services and utilities shall be provided by, or contracted for by, Tenant at its sole cost. In no event shall Tenant be liable to pay for any of the following items and/or costs, which shall be excluded from Landlord's Operating Expenses: (i) any capital expenditures; (ii) interest, mortgage payments, ground lease payments or any costs related thereto; (iii) depreciation, amortization or other expense not paid in cash; (iv) reserves, whether actually funded or not, and/or any charges that relate to or benefit fewer than all of the tenants in the Building; (v) any management fees,

administrative, overhead or other charges which exceed the reasonable cost of administering or supervising the operation or management of the Building or which duplicates goods or services for which payment is included in Landlord's Operating Expenses; (vi) amounts expended related to solicitation, negotiation, acquisition or enforcement of leases; (vii) rentals and other related expenses incurred in leasing air conditioning systems, or other equipment ordinarily considered to be of a capital nature; and (viii) any income, receipts, estate or inheritance taxes. The statement required to be delivered to Tenant summarizing real estate taxes and Landlord's Operating Expenses shall contain reasonable detail and support for the amounts payable by Tenant, and Tenant shall have the right, upon reasonable prior notice, to audit or otherwise review Landlord's books and records relating to Landlord's Operating Expenses and taxes in order to determine compliance with the terms and conditions of this Lease.

(f) Definition of Base Operating Expenses. The term "Base Operating Expenses" shall be the Landlord's Operating Expenses for the calendar year 2014.

(g) Definition of Tenant's Proportionate Share. The term "Tenant's Proportionate Share" shall mean 5.05%.

4. Utilities, HVAC and Trash Collection.

Tenant shall pay for all electricity supplied to the Leased Premises and for all data and telecommunications serving the Leased Premises which payment(s) shall be made directly to the providers of said services. All other utility costs shall be allocated in accordance with Section 3, except that to the extent electricity is not separately metered. Notwithstanding the foregoing, Landlord represents that: (a) the Leased Premises is served by a HVAC system and that such HVAC system shall be maintained by Landlord and shall at all times remain in good and working order throughout the term of the Lease such that it will provide adequate heating and cooling for Tenant's operations twenty-four (24) hours a day, seven (7) days a week; and (b) the Leased Premises is exclusively served by a hot water heater for the use and benefit of Tenant, its employees and customers. Landlord acknowledges that Tenant's operations require not only the foregoing heating and cooling ability but also access for Tenant and Tenant's employees to the Premises during normal business hours, after-hours and during weekends and holidays, three hundred sixty-five (365) days a year and Landlord agrees to cooperate with Tenant in accommodating such access during the Term of this Lease. Tenant acknowledges there is no gas service to the Leased Premises. To the extent Tenant generates food waste, the trash service serving the Building may impose a surcharge on Tenant's use of the trash services. If such a surcharge is imposed, the full amount of said surcharge shall be passed through to Tenant as an additional charge, which Tenant shall reimburse to Landlord within ten (10) days of receipt. Standard trash charges are included in Landlord's Operating Expenses.

5. Taxes and Maintenance Expenses.

(a) Tenant shall pay to Landlord, in addition to Base Rent and Operating Expenses, Tenant's Proportionate Share of the amount by which property taxes with respect to the Property for any Lease Year during the Term exceed the "Base Taxes". The term "Base Taxes" shall mean

the property taxes with respect to the Property for the First Lease Year. The process for assessing Tenant's payment of its proportionate share of Base Taxes shall be the same as the process for Operating Expenses set forth in Section 3(b), provided, however, that Tenant's obligation with respect to taxes is separate and distinct from Tenant's obligation with respect to Operating Expenses. Tenant's Proportionate Share of property taxes for less than a Lease Year shall be prorated and apportioned

(b) Tenant shall pay before delinquency any and all personal property taxes, assessments, license taxes, sales and use taxes, employment taxes and other charges levied, assessed or imposed and which become payable during the Term upon Tenant's operations or upon the equipment, furniture, appliances or trade fixtures and other personal property of Tenant of any kind installed or located on the Leased Premises. In no event shall Tenant be entitled to seek an abatement of real estate taxes without Landlord's prior written approval, which approval may be withheld in Landlord's sole and absolute discretion.

(c) Tenant shall be responsible for the payment of all reasonable costs and expenses incurred from the Commencement Date through the Term that are directly associated with or related to the Leased Premises and the use, occupancy, operation, maintenance and repair thereof, except as performed by Landlord and charged to Tenant as Operating Expenses pursuant to Section 3(d) above.

6. Use and Signage.

(a) The Leased Premises shall be used by Tenant solely as a painting instruction studio, with incidental sales of beer, wine, liquor, food, original artwork and frames and for no other purposes without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall use the Leased Premises in a careful, safe and proper manner and shall not use or permit the Leased 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 Leased Premises in a neat and sanitary condition and shall not commit or permit any nuisance or waste on or in, or about the Leased Premises. Tenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations.

(b) Tenant shall have the right with Landlord's prior written approval, which approval shall not be unreasonably withheld, to affix and maintain upon the brackets on the exterior of the Building, and within the Leased Premises visible from the street, tasteful signage consistent with the style and age of the Building. All such signage shall be installed and maintained at Tenant's sole cost, and Tenant shall be required to obtain all necessary approvals for such signage, including, without limitation, any applicable historic district approvals.

7. Compliance with Laws.

Tenant covenants and agrees that during the Term, it shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials

thereof with respect to the Leased Premises or the use or occupancy thereof, including without limitation, at Tenant's cost, to alter, maintain or restore the Leased Premises in compliance with all laws relating to the condition, use or occupancy of the Leased Premises, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both, provided such action and such compliance set forth above, is required only due to the Tenant's use of the Leased Premises.

8. Alterations and Improvements.

(a) Tenant acknowledges that it is leasing the Leased Premises "as is" and "where is" and that Landlord is not responsible for making any Tenant improvements or alterations. Tenant shall not make any improvements, alterations additions or installments to or at the Leased Premises without Landlord's prior written approval, which approval will not be unreasonably withheld or delayed.

(b) Tenant hereby releases and agrees to hold Landlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with improvements, alterations, additions or installations on or to the Leased Premises. Tenant shall pay the cost of all such improvements, alterations, additions, or installations and also the cost of interior painting, restoring or repairing the Building occasioned by such improvements, alterations, additions, or installations.

(c) Any improvements, alterations, additions or installations made by Tenant shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities, and shall be constructed in a good and workmanlike manner., and shall immediately become the property of Landlord and surrendered to Landlord upon the expiration or termination of this Lease, unless required to be removed as provided in the next sentence. Upon expiration or other termination of this Lease, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, promptly and with all due diligence remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed and shall repair any damage to the Building caused by such removal.

9. Maintenance and Repairs.

(a) **Tenant's Maintenance and Repairs.** Tenant shall keep the Premises in a commercially reasonable, neat and clean condition. Tenant shall be responsible for its own janitorial services within the Premises, including, without limitation, washing the interior of all windows within the Premises. Tenant shall be responsible for the maintenance and repair of any alterations and improvements made by Tenant and for all of Tenant's personal property.

(b) **Landlord's Repairs.** Landlord shall be responsible for all structural repairs to the exterior walls, roof and foundation of the Building and underground utilities within the Premises, and all fixtures and improvements thereon, including, without limitation, the heating, air-conditioning and ventilation systems, except to the extent that such repairs are required as a result of the gross negligence of Tenant, its agents, employees and contractors, and Landlord agrees to

keep and maintain (including, without limitation, snowplowing, sanding and ice removal) in good, well-maintained condition, the accessways, landscaping and other common areas of the Building and the Property. Landlord shall have access to the Premises to the extent necessary to conduct such repairs, provided Landlord complies with the terms and conditions of Section 17 below. To the extent that any maintenance or repair is covered by any warranty, Landlord will cooperate with Tenant to pursue such warranty coverage for such work. Any and all maintenance and repair work carried out by Landlord pursuant to this Section 9(b) shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities and shall be completed in a good and workmanlike manner. In no event shall Tenant be liable to perform any work or make any improvements that are part of Landlord's maintenance obligations under the Lease, including without limit any repairs or maintenance to structural portions of the Leased Premises.

10. Mechanic's Liens.

Tenant shall pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises and Tenant shall keep the Leased Premises free and clear of all mechanic's liens and other liens on account of work done for Tenant or persons claiming under it. Tenant shall indemnify and hold Landlord harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature for work performed for, or materials or supplies furnished to, Tenant or persons claiming under it. Landlord may require, at Landlord's sole but reasonable option, as a condition to its consent to any such work, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of any improvements, additions, or alterations that Tenant desires to make.

11. Quiet Enjoyment.

Landlord covenants and agrees with Tenant that upon Tenant paying the rent hereunder and observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, including without limitation Section 24.

12. Assignment or Subletting.

(a) Tenant shall not, either voluntarily or by operation of law, transfer, mortgage or assign this Lease or any interest herein, or sublet the Leased Premises or any portion thereof, or otherwise allow or suffer the Leased Premises or any portion thereof to be used by any other person, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of a partnership interest, membership in a limited liability company, or stock or the issuance or redemption thereof that singly, or in the aggregate, results in a change in the legal or beneficial ownership of the majority of the ownership interests of Tenant as it exists on the date of this Lease, shall be deemed to be a transfer in violation of this Section, unless Landlord's prior written consent is obtained as provided herein. Any such attempted assignments, subletting or occupancy without Landlord's prior written consent shall be

void and shall confer no rights whatsoever on any party and shall, at Landlord's option, constitute a default hereunder.

(b) The consent by Landlord to an assignment, subletting, occupancy or use arrangement shall not relieve Tenant from primary liability hereunder or from the obligation to obtain the express consent in writing of Landlord to any further assignment, subletting, occupancy or use arrangement. If Tenant shall request Landlord's consent to a sublease, assignment or use agreement hereunder, Tenant shall pay Landlord's expenses, including reasonable legal fees, incurred in connection with the processing and reviewing of documents necessary to evaluate such request.

(c) Notwithstanding the foregoing or anything else to the contrary herein, Landlord hereby acknowledges that Tenant intends to place in, upon, or about the Leased Premises certain personal property (the "Personal Property"), and that from time to time, Tenant may grant a security interest in and to the Personal Property. Accordingly, Landlord hereby waives any and all liens, claims, or rights which Landlord may have, or which may accrue to Landlord in the future, to the Personal Property by virtue of the Lease or arising by operation of law or equity or otherwise regardless of whether such liens, claims, or rights are contractual constitutional, statutory, or equitable. Further, Landlord hereby agrees to execute at any time, and from time to time, within fifteen (15) days after Tenant's request therefor given in accordance with the notice provisions of the Lease, such documentary evidence of Landlord's said waiver of lien rights as may be required by Tenant or any of Tenant's lender(s), provided that Tenant shall reimburse Landlord's reasonable attorney's fees related to the review of such documents.

13. Casualty Loss.

(a) If at any time during the Term, the Leased Premises shall be damaged or destroyed in whole or in part by fire or other cause, then Landlord, at its own cost and expense, shall repair and restore the Leased Premises to the condition originally delivered to Tenant, to the extent possible within the limits of insurance proceeds made available for such repair within a period of time, which, under all prevailing circumstances, shall be reasonable. If, however, such damage shall be so great that Landlord's architect shall certify in writing to Landlord and Tenant that the Premises, with the exercise of reasonable diligence, but without the payment of overtime or other premiums, cannot be restored within one hundred twenty (120) days, then Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other within twenty (20) business days after the receipt of such certification from such architect, to elect to terminate this Lease. If neither party timely elects to terminate this Lease as provided above, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate reduction of the rent payable hereunder until such time as the Premises are restored, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs shall interfere with the business carried on by Tenant in the Leased Premises. Notwithstanding the foregoing or anything else to the contrary herein, it is hereby agreed and acknowledged that in all cases, said proportionate reduction of the rent payable hereunder shall apply from the date of said damage or destruction until the Leased Premises are restored to the condition originally delivered

to Tenant, or, if applicable, until this Lease is terminated pursuant to the terms and conditions of this Section 13.

(b) If this Lease is terminated pursuant to this Section, Tenant shall surrender to Landlord the Leased Premises in accordance with the provisions of Section 18. All rent and other sums payable hereunder shall be apportioned as of the date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

14. Eminent Domain.

(a) If the entire Leased Premises is taken by any public authority under the power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu of such taking, or if any portion of the Lease Premises is so taken or conveyed so as to render the Leased Premises unrentable, then the term of this Lease shall cease as of the day possession shall be taken by such public authority or the date of the conveyance and the rent and other sums payable hereunder shall be duly apportioned as of the date of such taking or conveyance. If any portion of the Leased Premises shall be taken or conveyed as described above, but such taking or conveyance does not render the Leased Premises unrentable, then this Lease at the option of Landlord exercised by Landlord giving written notice to Tenant of such termination within sixty (60) days after such taking or conveyance, shall forthwith cease and terminate and the rent and other sums payable hereunder shall be duly apportioned as of the date of such taking or conveyance. If Landlord does not exercise the option to terminate this Lease, this Lease shall continue in full force and effect. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Landlord. Tenant may separately claim and recover from the condemning authority, but not from Landlord, the value of the remaining term of the Lease and the value of any personal property of Tenant that Tenant was entitled to remove pursuant to the Lease.

(b) If only a portion of the Leased Premises is taken by any public authority under power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu thereof and this Lease is not terminated pursuant to subsection 14(a), this Lease shall continue in full force and effect and Landlord shall make an equitable adjustment of the rent payable by Tenant for the tenantable portion of the Leased Premises.

15. Insurance.

(a) Tenant agrees to take out and continuously maintain during the Term of this Lease and any extension or renewal thereof a general liability insurance policy, naming Landlord as an additional insured, protecting against damage to Premises or injury or death of persons by reason of or in any way arising on or out of or connected with the Premises or Tenant's use or occupancy of the Premises, in an amount not less than One Million Dollars (\$1,000,000). The insurance policy or certificate thereof shall be delivered to Landlord prior to occupancy of the Premises by Tenant and at least ten (10) prior to expiration of any such policy. Such policy shall state that it shall not be reduced, canceled or amended without ten (10) days' prior written notice to Landlord. Any such policy shall be written as a primary policy not contributing with and not in excess of any coverage that Landlord may carry.

(b) Tenant shall not do or permit to be done any act or thing that either (i) may cause any policy of insurance of any kind covering any or all of the Building, or any liability of Landlord in connection therewith, to become void or suspended, or (ii) would (in the opinion of the insurer thereunder) increase the insurance risk under any such policy; provided, however, that it shall not be an Event of Default hereunder if the sole result of (i) or (ii) above is an increase in insurance premium and Tenant pays any such increase in any premium within ten (10) days after Landlord notifies Tenant in writing of such increase.

(c) Throughout Term of this Lease, Landlord shall maintain Comprehensive General Liability Insurance and casualty insurance upon the Building and the Property under a so-called "All Risk" policy in such forms and in such amount as would customarily be carried by prudent owners of similar properties in the same locale as the Leased Premises.

16. Trade Fixtures.

Tenant may install or cause to be installed in the Leased Premises such equipment and trade fixtures as are reasonably necessary for the operation of its business. Tenant shall be entitled to remove such trade fixtures installed by Tenant at any time during the Term or upon the expiration or earlier termination of this Lease; provided that Tenant is not then in default hereunder beyond the expiration of any applicable notice, grace or cure period. Tenant covenants and agrees, at its own expense, to immediately repair any damage to the Leased Premises attributable to the removal of any of Tenant's equipment and trade fixtures and this provision shall survive the expiration or termination of this Lease.

17. Access to Leased Premises.

Landlord and Landlord's agent shall have the right to enter the Leased Premises at all reasonable times with at least twenty-four (24) hours prior notice to Tenant (excepting in the case of an emergency) to examine them, show them to prospective purchasers, mortgagees or tenants and to make and perform such maintenance, repairs and other work that Landlord may be required to perform under this Lease or as Landlord may deem necessary for the safety, improvement or preservation of the Leased Premises, without the same constituting an eviction of Tenant in whole

or in part or entitling Tenant to any abatement of rent or damages for any injury or interference with Tenant's business or loss of quiet enjoyment, provided, however that in the case of any such access, Landlord and Landlord's agents shall use commercially reasonable efforts to minimize disruption and disturbance of Tenant's operations at the Leased Premises.

18. End of Term.

At the expiration or termination of this Lease, Tenant shall promptly quit and surrender the Leased Premises to Landlord broom clean and in good order and condition, ordinary wear and tear excepted, and free from debris, trash and waste. Subject to the terms and conditions of Section 8(c) above, all trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant within ten (10) calendar days after expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account therefore or, at Landlord's option, Landlord can have such trade fixtures and items removed and the cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant.

19. Release and Indemnity.

(a) Except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents or representatives, Tenant shall neither hold nor attempt to hold Landlord or Landlord's employees or agents liable for, and Tenant shall defend, hold harmless and indemnify Landlord and Landlord's employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, attorneys' fees) incurred by Landlord in investigating and resisting the same, incurred in connection with or as a result of, or arising from any of the following:

(i) use or occupancy of the Leased Premises by Tenant, its agents, employees, contractors, subtenants, invitees or visitors;

(ii) any willful acts, omissions or gross negligence of Tenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind, or from any breach or default in the performance of any provisions of this Lease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons; or

(iii) any injury or damage to the person, property or business of Tenant, its agents, employees, contractors, invitees, visitors or any other person entering upon the Leased Premises, except to the extent caused by the gross negligence or willful act of Landlord.

(b) Neither Landlord, nor its agents, servants, or employees, shall be liable for, and Tenant hereby releases such parties from, all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming by or through Tenant resulting

from any fire, accident, occurrence or condition in or upon the Leased Premises. Tenant agrees to use and occupy the Leased Premises at its own risk. Landlord shall have no responsibility or liability for any such loss or injury or for any loss of or damage to fixtures or personal property of Tenant, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents or representatives.

(c) The provisions of this Section 19 shall survive the termination or expiration of this Lease.

20. Default.

The following shall constitute a default of Tenant hereunder:

(a) Tenant shall fail to pay any installment of Rental Payments or any other sum payable under the terms of the Lease when due and such failure continues for five (5) days;

(b) Tenant shall neglect or fail to perform or observe any covenant herein contained on Tenant's part to be performed or observed, that is not otherwise specified as an event of default under this Section, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant written notice specifying the details of such neglect or failure or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such thirty (30) day period, provided that Tenant promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default; provided, however, that such period of completion shall not extend for more than an additional sixty (60) days);

(c) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(d) Tenant shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) make an assignment of all or a substantial part of its property for the benefit of creditors, (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant, or any partner of Tenant, or of all or a substantial part of its property or of the Leased Premises or of its interest in this Lease unless such receiver, trustee. or liquidator is discharged within sixty (60) days from the date of his appointment; or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant, or any partner of Tenant, in any bankruptcy, reorganization or insolvency proceedings which is not dismissed in forty- five (45) days; or

(e) The entry of a court order, judgment or decree without the application, approval or consent of Tenant, appointing a receiver, trustee or liquidator of Tenant or of all or a substantial

part of its property or of the Leased Premises or of Tenant's interest in this Lease or adjudicating Tenant a bankrupt or insolvent, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry.

21. Remedies.

If Tenant shall default under this Lease as set forth in Section 20, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord lawfully may, immediately or at any time after such default, and without demand or notice, enter into and upon said Leased Premises or any part thereof in the name of the whole, and peacefully repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove its 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 entry as aforesaid, this Lease shall terminate.

(b) Landlord shall have the right to terminate this Lease by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the Term hereof as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenants liability) on the date of the termination of this Lease without the necessity of re-entry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall quit and surrender to Landlord the Leased Premises as set forth in Section 18. If this Lease is terminated, Tenant shall remain liable to Landlord for all rent accrued and unpaid and for the entire unpaid rental and other sums due hereunder for the remainder of the Term and Landlord shall also be entitled to recover damages from Tenant, such damages to include not only damages under this Lease, but also reimbursement for any liability or obligation that Landlord may elect to assume under any subleases of the Leased Premises.

(c) Landlord may, without further demand or notice, peacefully re-enter and take possession of the Leased Premises or any part thereof, without terminating this Lease and expel Tenant and those claiming through or under Tenant and remove any effects of any and all such persons without being deemed guilty of any manner of trespass and without prejudice to any remedies and Tenant shall remain liable for its obligations under this Lease. Should Landlord elect to re-enter as provided in this subsection 21(c), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord, may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for such term or terms and at such rent or rentals and upon such other conditions as Landlord may deem advisable, with the right to make alterations or repairs to the Leased Premises. No such re-entry or repossession of the Leased Premises by Landlord shall be construed as an election of Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant by Landlord. No such re-entry or repossession of the Leased Premises shall relieve Tenant of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such

re-entry or repossession, Landlord shall be entitled to the amount of the monthly rent and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of reletting the Leased Premises after deducting all of Landlord's reasonable expenses in connection with such reletting. Tenant shall pay such amount to Landlord on the days on which the rent or other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting of the sums payable by Tenant to Landlord hereunder.

(d) If Tenant shall default in making any payment required to be made by Tenant (other than Rental Payments) or shall default in performing any other obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, spend such sum as may be necessary to perform such obligation. All sums so expended by Landlord, together with interest thereon at the annual rate equal to 2% plus the "Index Rate," as defined below, shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. The Index Rate shall be the "Prime Rate" as published by the Wall Street Journal, or in the absence of such publication, a comparable index reasonably selected by Landlord. If Landlord prevails in any lawsuit against Tenant wherein Tenant is found to have defaulted under this Lease beyond any applicable cure period, Landlord shall be entitled to recover from Tenant Landlord's reasonable costs and expenses, including reasonable attorneys' fees.

(e) The receipt of rent by Landlord with knowledge of any default of Tenant shall not be deemed to be a waiver of any provision of this Lease. Any failure of Landlord to enforce the provisions of this Lease upon the default of Tenant shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

(f) **TIME IS OF THE ESSENCE HEREOF.**

22. Landlord's Default.

(a) Landlord shall be deemed to be in default hereunder if Landlord fails to perform any covenant, condition, agreement or provision contained herein to be performed by Landlord within thirty (30) days after receipt of written notice by Tenant specifying the default; provided, that if such default cannot be reasonably cured within such thirty (30)-day period, Landlord shall not be in default hereunder so long as it promptly commences to cure such default within such thirty (30) -day period and completes such cure within a reasonable period of time thereafter, which additional period of completion shall not extend for more than an additional sixty (60) days.

If Tenant prevails in any lawsuit against Landlord wherein Landlord is found to have defaulted under this Lease beyond any applicable cure period, Tenant shall be entitled to recover from Landlord, Tenant's reasonable costs and expenses, including reasonable attorneys' fees.

(b) In the event Landlord shall be in default under the Lease beyond the applicable cure periods set forth above, Tenant shall have the right and option to pursue, in addition to any and all of its legal and equitable rights, any one or more of the following remedies: (i) do whatever Landlord is obligated to do under the terms of the Lease, and Landlord agrees to reimburse Tenant, within thirty (30) calendar days after notice of the amount thereof, for any expenses which Tenant may incur in effecting compliance with Landlord's obligations, or (ii) apply any amount owed by Landlord to Tenant as a credit against Tenant's next accruing installments of rentals or any other amounts due by Tenant to Landlord. Landlord shall be liable to Tenant for Tenant's expenses, including reasonable attorney's fees, incurred by Tenant in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Landlord's breach of any provisions of this Lease, or any document, settlement or other agreements related to this Lease.

23. Holdover.

If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination of the Lease, without Landlord's consent at Landlord's option Tenant or such party or both shall be deemed to be illegally retaining possession or shall be deemed to be a month-to-month tenant of the Leased Premises on all the terms and conditions of this Lease except that the monthly rent hereunder shall be 150% of the amount payable during the month prior to such termination. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Leased Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy.

24. Subordination.

(a) This Lease is subject and subordinate to all ground and underlying leases and to all mortgages, indentures and other encumbrances now or hereafter affecting all or any portion of the Leased Premises; provided that Landlord obtains from the holder of any such lease, mortgage, indenture or other encumbrance a non-disturbance agreement containing the agreement of such holder that Tenant's rights under this Lease shall not be disturbed by such holder in the event of foreclosure or in the event such holder comes into possession or ownership of Landlord's interest in the Leased Premises, unless Tenant is in terminable default. Landlord also agrees, upon request of Tenant, to obtain such an agreement from any future lenders. Tenant covenants and agrees, nevertheless, to execute and deliver within ten (10) business days' notice any certificate or other assurance in confirmation of such subordination requested by Landlord. If the holder of any such encumbrance obtains title to the Property as a result of the foreclosure of such encumbrance, Tenant shall, upon request and upon Landlord's compliance with the remaining terms of this Section 24(a), attorn to such holder.

(b) Within ten (10) business days, at the request of Landlord or the holder of any mortgage on the Leased Premises or any landlord under any ground or underlying lease (herein referred to as a "Mortgagee"), Tenant shall execute, acknowledge and deliver such further instruments evidencing such subordination as the Landlord or such Mortgagee shall deem necessary or desirable, and, upon request of such Mortgagee, attorn to such Mortgagee and recognize such Mortgagee as Landlord under all the terms and provisions of this Lease except as such Mortgagee shall not be (i) liable for any act or omission of any prior landlord, or (ii) subject to any offsets or defenses that Tenant might have against any prior landlord, or (iii) bound by any rent or other sums payable hereunder that Tenant might have paid for more than one month in advance to any prior landlord, or (iv) bound by any amendment or modification of this Lease made without the consent of such Mortgagee.

(c) After receiving written notice from any Mortgagee, Tenant shall be required to give to such Mortgagee the same notices as are required to be given to Landlord under the terms of this Lease, but such notices may be given by Tenant to Landlord and such Mortgagee concurrently. It is further agreed that such Mortgagee shall have the right, but not the obligation, within thirty (30) days after receipt of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under this Lease by reason of such default and if necessary to cure such default, such Mortgagee shall have access to the Leased Premises. Notice to such Mortgagee shall be sent to the address specified in the written notice from such Mortgagee to Tenant, or to such other address as may be designated in writing from time to time from such Mortgagee.

25. No Implied Surrender or Waiver.

The acceptance of rent by Landlord or his agent shall not be deemed to be a waiver (except as to any default arising out of the failure to pay the rent so accepted by Landlord) of any breach of Tenant of any covenant herein contained. No provisions of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the party to be charged.

26. No Representations by Landlord; Zoning; Entire Agreement; Tenant Termination Right.

(a) Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Leased Premises. The Leased Premises are being leased "as is" and "where is" and Landlord makes no representation, express or implied, with respect to habitability, merchantability or fitness for a particular purpose.

(b) It is the responsibility of Tenant to review all, applicable zoning ordinances and other governmental rules and regulations and to secure all necessary and required permits and approvals for its proposed use of the Leased Premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Tenant's intended use of the Leased Premises.

(c) The entire agreement of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them other than as are herein set forth.

(d) Notwithstanding anything else to the contrary herein, if, on or before the date that is 60 days after the Commencement Date (the “Permitting Contingency Deadline”), Tenant is unable, despite commercially reasonable due diligence, to obtain any and all permits and approvals from the City of Portland required for the operation of its business at the Leased Premises, Tenant shall have the right to terminate this Lease on or before the Permitting Contingency Deadline by providing Landlord with written notice of the same. Such termination shall be effective as of the date of such notice, and upon such termination, Landlord shall retain any security deposit and other funds paid by Tenant, this Lease shall be declared null and void and both Landlord and Tenant shall be released from any further obligations hereunder.

27. Amendment or Modification.

Except as herein otherwise provided, no amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

28. Definition of Landlord.

The term “Landlord” as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the Leased Premises. In the event of any sale or other transfer of the Leased Premises by Landlord, whether the original Landlord hereunder or any successor Landlord thereto, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction and Tenant shall look solely to the successor Landlord for the performance of any such covenants or obligations.

29. Estoppel Certificates.

Tenant agrees, at any time, and from time to time, upon not less than twenty (20) days prior request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, any prospective holder of a mortgage upon the fee of the Leased Premises, or any other property interest party.

30. Limitation of Landlord's Liability.

Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Leased Premises and in the rents, issues and profits thereof, and in any insurance proceeds actually received by Landlord that are allocable to the Leased Premises, and Tenant agrees to look solely to such interests and proceeds for the satisfaction of any liability of Landlord under this Lease. In no event shall Landlord (which term shall include, without limitation all of the officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or ever be liable for damages, whether direct, consequential, punitive or otherwise.

31. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in the event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

32. Captions, Gender and Number.

The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease. The term "Tenant" herein, or any pronoun used in place thereof, shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

33. Notice.

Any notice, demand or communication concerning the 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 Tenant at the Premises and to Landlord and Tenant at the following addresses:

Landlord:

Casco View Holdings, LLC
Attention: Catherine F. Lamson
261 Commercial Street
P.O. Box 11409
Portland, ME 04104

Tenant:

The Paint and Sip Corp.
d/b/a Muse Paint Bar
225 Massachusetts Avenue
Suite 801
Boston, MA 02115

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.

34. WAIVER OF JURY TRIAL.

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING WITHOUT LIMITATION ANY EVICTION OR FORCIBLE ENTRY OR DETAINER ACTION.

35. Security Deposit.

Upon full execution of this Lease, Tenant shall deposit with Landlord the sum of one month's Base Rent, or \$3,498.75 to be held by Landlord as a security deposit upon this Lease. Said security deposit shall be returned to Tenant at the termination of the Term, as such may be extended, provided that the Tenant leaves the Leased Premises in good repair in accordance with the provisions of Section 18, and provided that Tenant is not in default of any of the terms of this Lease.

36. Hazardous Materials.

In addition to and not in limitation of the other provisions of this Lease, Tenant covenants that it will not introduce or permit to be introduced or located on the Premises or in the Building any "Hazardous Materials" (defined below) and that Tenant will not violate any "Environmental Laws" (defined below) in connection with Tenant's use, maintenance or operation of the Premises and Tenant shall, and hereby does totally and completely defend, save, and hold harmless Landlord, its employees, agents, officers, trustees, and directors, shareholders, partners, successors and assigns (the "Indemnified Landlord Parties") from and against, and shall promptly pay to or reimburse the Indemnified Landlord Parties for, all claims, demands, actions, losses, penalties, costs, expenses and damages, including all attorneys fees and court costs, investigation and laboratory fees, clean-up and removal costs incurred by or asserted against the Indemnified Landlord Parties by reason of the inaccuracy or breach of the covenant contained in this paragraph. Upon termination of this Lease, Tenant covenants and agrees to remove from the Premises any and all Hazardous Materials introduced by it in violation of this Lease at its sole expense. Tenant acknowledges and agrees that the expiration or sooner termination of this Lease shall not relieve or release Tenant of any legal liability and responsibility whether by way of damages, penalties, remedial actions or otherwise for unlawful discharges of Hazardous Materials. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, petroleum or petroleum products, hazardous matter, hazardous or toxic substances, or toxic pollutants, oil or waste oil as any of those terms are used or defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 2802, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§6901, et

seq.), applicable Maine statutes or any similar federal, state or local law, or in the regulations adopted and publications promulgated pursuant thereto, including all amendments to such laws and regulations and all supplements or successors thereto (such Acts, statutes, laws and regulations together with the Acts, statutes, laws and regulations referred to hereinafter in this subparagraph being sometimes referred to herein as “Environmental Laws”), or any other pollutants, contaminants, substances or materials that may constitute a hazard, peril or threat to the health of persons, animals, plant life or the environment; excepting, however, Hazardous Materials shall not include any materials or substances in amounts or concentrations insufficient to require any remedial action under any applicable law, order, rule or regulation of the federal, state or local governments. Tenant’s obligations under this Section shall survive the expiration or earlier termination of this Lease.

37. Binding Effect.

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

38. Brokers.

Landlord and Tenant acknowledge that Drew Sigfridson of CB Richard Ellis/The Boulos Company (“Landlord’s Broker”) has acted as Landlord’s agent with respect to Landlord’s lease of the Property, and that Landlord shall be solely responsible, pursuant to a separate agreement, for paying all commissions or professional fees due Landlord’s Broker as a result of the negotiation or execution of this Lease. Tenant represents that it has not dealt with any other broker in connection with this Lease other than Derek Miller of CB Richard Ellis/The Boulos Company (“Tenant’s Broker”). Tenant’s Broker agrees to look solely to Landlord’s Broker for any brokerage claims related to this Lease. Tenant covenants and agrees to defend and indemnify Landlord against any claim for brokerage commission with respect to this Lease by anyone claiming by, through or under Tenant, including Tenant’s Broker. Landlord covenants and agrees to defend and indemnify Tenant against any claim for brokerage commission with respect to this Lease by anyone claiming by, through or under Landlord, including Landlord’s Broker.

39. Recording.

The parties agree that this Lease will not be recorded. Landlord agrees that, upon request by Tenant, Landlord will execute a Notice of Lease evidencing this Lease and satisfying the requirements of Maine law. Such Memorandum shall expressly provide that it is being executed to evidence this Lease and does not vary the terms hereof.

40. Governing Law.

This Lease shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first set forth above.

WITNESSED BY:

Landlord:

CASCO VIEW HOLDINGS, LLC, a Maine limited liability company

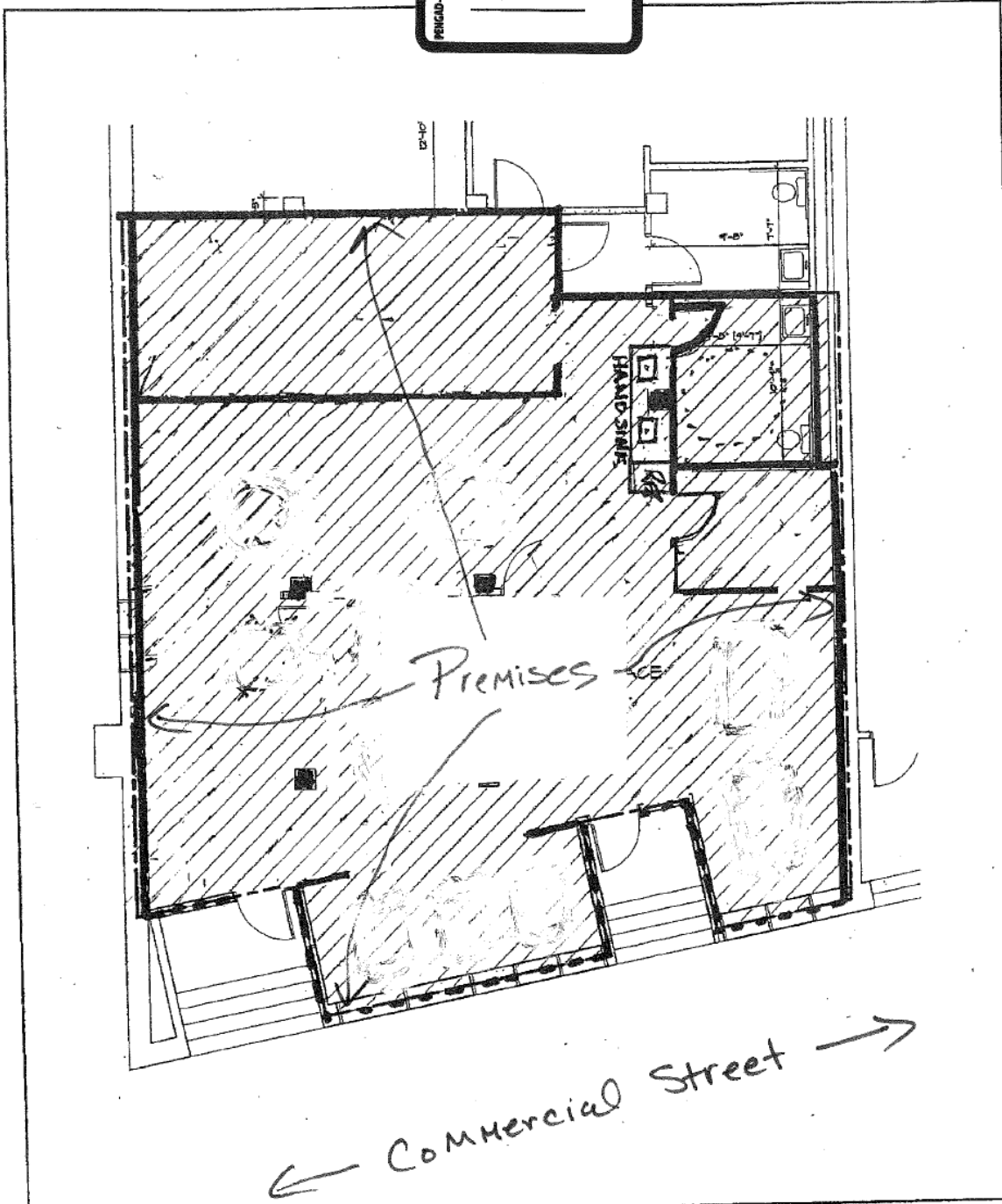
By: _____
Its: _____

TENANT:

THE PAINT AND SIP CORP., a Delaware corporation d/b/a MUSE PAINT BAR

By: _____
Its: _____

EXHIBIT A



Nov 13, 2008 - 5:11am

PL:Mainer Proj File:24MERIC\245-251 Commercial Street\CAD\MAIN\C-01 Plans-main.dwg



ARCHITECTURE
INTERIOR DESIGN
PLANNING

49 DARTMOUTH STREET
PORTLAND, MAINE 04101
www.pdtarch.com

© 2008 PDT Architects

245-251 Commercial Street PORTLAND, MAINE		
TITLE PARTIAL FIRST FLOOR PLAN ONE TENANT	JOB # 08-086, 08-088	SHEET
	DATE 11/13/08	
	SCALE 1/8"=1'-0"	

EXHIBIT B

NOTE: As used herein “recorded” shall mean “recorded with the Cumberland County Registry of Deeds.”

1. Common law party wall rights.
2. Title to and rights of others in and to the common passageway running southwesterly from Union Street located adjacent to the rear line of the insured premises.
3. Terms and conditions affecting the rights and easements set forth in an Indenture of Negative Easement from Dictar Associates II and Harbor Plaza Associates to 245 Commercial Street Partners dated March 4, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6957, Page 207.
4. Terms and Conditions of an Easement Agreement between Casco View Holdings, LLC and Casco View Holdings II, LLC dated December 11, 2012 and recorded at Book 30315, Page 5.