

COMMERCIAL LEASE (GROSS/MODIFIED GROSS LEASE)

1. PARTIES

Trelawny 657, LLC By Geoffrey I. Rice, its manager, with a mailing address of 657 Congress Street, First Floor, Portland, Maine 04101 ("LANDLORD"), hereby leases to Chase A. Wakeling, social security# 007-86-4411 with a mailing address of 42 Willowdale Road, Scarborough, Maine 04074 and Kate E. Nicholson, social security # 007-82-1189 with a mailing address of 6 Hobson Avenue Unit #9, Old Orchard Beach, Maine 04064, known as ("TENANT'S"), and the TENANT'S hereby leases from LANDLORD the below-described leased premises:

2. LEASED PREMISES

The premise is located at 658 Congress Street, Portland, Maine 04101, which premises are a first floor store there is no basement space included in the lease premises. In an emergency situation, entry will be without notice. However, in non-emergency situations LANDLORD will give TENANT at least a four-(4) hour notice prior to entry. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S customers. TENANT will not install any additional locks on or in the premises without LANDLORD'S written consent. Any additional locks that TENANT desires shall have cylinders that are keyed to LANDLORD'S master key system. TENANT will pre-pay LANDLORD for the cost of any lock change. There is no parking on or near the leased premises for TENANT or TENANT'S customers, employees, agents, or invitees. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. The roof of the building is not part of the leased premises; TENANT has no right to use it or to assess it.

3. TERM

The Term of this lease shall be for Three (3) years unless sooner terminated as herein provided, commencing on August 1, 2013 and ending 4:45 p.m. on July 31, 2016. The Lease Term shall end at the termination of the Initial Term, unless the Term is extended as provided herein.

4. RENT

Upon the signing of this Lease Agreement TENANT shall pay to LANDLORD the One Thousand Two Hundred Dollars (\$1,200.00) security deposit as provided herein in Paragraph 6 and the rental of One Thousand Dollars (\$1,000.00) which shall be applied to the one month rental for the period August 1, 2013 through 11:59 P.M. August 31, 2013. The TENANT shall pay to the LANDLORD the following base rent:

IT IS ADDED TO THE \$1,000 BASE RENT FOR YEAR 1
TENANT WILL PAY AN EXTRA \$100 PER MONTH
TO BE APPLIED TO THE SECURITY DEPOSIT

THIS ADDITIONAL AMOUNT WILL BE PAID IN 12 CONSECUTIVE MONTHLY PAYMENTS ON FIRST DAY OF EACH MONTH BEGINNING OCTOBER 1, 2013 AND TOTALING \$1,200.00. THE TOTAL SECURITY DEPOSIT IS AMENDED TO \$2,400.00. PARAGRAPH 6 HEREIN IS AMENDED ACCORDINGLY.

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
August 1, 2013 to 11:59 p.m. July 31, 2014	\$12,000.00	\$1,000.00
August 1, 2014 to 11:59 p.m. July 31, 2015	\$13,200.00	\$1,100.00
August 1, 2015 to 4:45 p.m. July 31, 2016	\$14,400.00	\$1,200.00

Payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: LANDLORD AT 657 Congress Street, First Floor, Portland, Maine 04101.

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to ten percent (10%) of the amount due LANDLORD each month in addition to the rent then due.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

5. RENEWAL OPTION

Extension Number One: The Lease Term shall end at the termination of the Initial Term, unless the Term is extended as provided hereafter. If the Lease is in full force and effect, and TENANT is not in default hereunder, including Applicable cure periods, the Lease may be renewable for one (1) three (3)-year rental period under the following terms. Unless either LANDLORD or TENANT shall provide the other party with written notice received by certified or registered mail, return receipt requested, on or before 1:00 p.m. February 1, 2016, that they will not extend this Lease at its expiration, which is 4:45 p.m. July 31, 2016. It shall extend for three (3) years from 4:45 p.m. July 31, 2016 to 4:45 p.m. July 31, 2019, without further notice to the other party.

All the covenants, conditions, provisions and agreements herein agreed to be paid, kept or performed by the TENANTS will continue throughout this three (3) year extension, except as to the monthly rental. During the first twelve (12) months of the extension that is from 4:45 p.m. July 31, 2016 to 11:59 p.m. July 31, 2017 the rental rate shall be \$1,260.00 payable each month. During the second twelve (12) months of the extension that is from August 1, 2017 to 11:59 p.m. July 31, 2018 the rental rate shall be \$1,323.00 payable each month. During the third twelve (12) months of the extension that is from

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August 1, 2018 to 11:59 p.m. July 31, 2019 the rental rate shall be \$1,389.15 payable each month.

This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

6. SECURITY DEPOSIT:

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of One Thousand Two Hundred Dollars (\$1,200.00), which shall be held as a security deposit for the TENANT'S performance as herein provided and refunded to TENANT without interest within thirty-one (31) days after the end of this Lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

7. A. RENT

TENANT shall be responsible for all personal property taxes assessed against personal property owned by both LANDLORD and TENANT and located at the demised premises and for all taxes assessed against improvements made by the TENANT plus if in any tax year commencing with the City of Portland fiscal tax year 2015 (July 1, 2014 through June 30, 2015) the real estate taxes and the Downtown Improvement District tax or similar tax, hereinafter called real estate tax on the land and buildings, of which the leased premises are part, are in excess of the amount of real estate and Downtown Improvement District taxes thereon for the fiscal year 2014 (July 1, 2013 through June 30, 2014) hereinafter called the "Base Year". TENANT will pay to LANDLORD as additional rent hereunder, fifteen percent (15%) of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. Payment of this real estate tax shall be due and payable either September 1 of each year or upon presentment of the exact amounts from the LANDLORD.

7. B. INSURANCE COST

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, fifteen percent (15%) of the yearly increase in the building insurance premiums as hereinafter stated above the base level. LANDLORD shall maintain an insurance policy providing coverage on the building or structure of which the leased premises are a part, LANDLORD'S machinery and equipment contained therein, loss of LANDLORD'S income there from. The policy shall cover the perils of fire, lightning, extended coverage, vandalism, malicious mischief and liability covering the LANDLORD'S interest as owner. The amount of coverage for building or structure, machinery and equipment shall be the replacement value. The policy year begins July 15 and runs for twelve (12) months. The insurance premium costs for the period July 15,

2013 to July 15, 2014 is Four Thousand Two Hundred Forty Three Dollars and 69/100 cents (\$4243.69), hereinafter called BASE INSURANCE PREMIUM, and LANDLORD will fully pay this amount. For the periods beginning July 15, 2014, if the insurance premiums increase above this BASE INSURANCE PREMIUM amount then TENANT shall pay LANDLORD fifteen percent (15%) of the increased cost as additional rent hereunder. LANDLORD shall provide TENANT with a copy of the insurance premium statement. TENANT shall include the payment required hereunder with the payment for the first succeeding monthly rental after notice being given. During the final year of the Lease term the insurance premium cost shall be apportioned according to the number of Lease months contained in the insurance premium year. If TENANT subsequently does not enter its renewal term, LANDLORD shall reimburse TENANT for any premium cost paid in excess of the apportioned payment. This shall be reimbursed within thirty-one (31) days after the end of the tenancy.

TENANT shall not keep or have on the leased premises any article or items of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. TENANT agrees to comply with all regulations of the fire rating organization having jurisdiction and to comply with all requirements of the LANDLORD'S insurance carrier. If the LANDLORD'S insurance carrier requires a dry or wet chemical system around any appliance or equipment, then TENANT will install the system upon a twenty- (20) day notice thereof.

8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered. TENANT shall also be responsible for all bills for separately metered natural gas and sub metered of water and sewer charges servicing the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises and all bills for rubbish removal and janitorial services for the leased premises which TENANT shall be responsible for coordinating. Within the lease term, LANDLORD will install submeters to measure TENANT's water and sewer usage. Once the meters are installed, TENANT shall pay the charge for water consumed and sewage expended at and from the leased premises at the same rate as that charged to the LANDLORD by the City of Portland, Maine and the Portland Water District. LANDLORD will bill TENANT for usages, and TENANT will pay LANDLORD for this charge within ten (10) days from the date of billing. This submeter charge will be due monthly together with and at the same time the monthly rental payment is made. The monthly charge will continue at the same calculated total until the meter is next read. When the submeter is next read an adjustment will be made for overpayment or underpayment. The submeter will be read at least once per year.

TENANT will install and maintain at its own expense the hot water heater, which shall provide hot water solely for TENANT'S use. TENANT will provide and pay for its hot water usage. If anything happens to the hot water heater and it becomes unworkable, then

TENANT will, at their own expense, replace the unit with either a gas or an electric hot water heater.

If in any calendar year (any part or all of which falls within the Lease term), the LANDLORD incurs any cost for a capital improvement made in compliance with any law or governmental regulations (as, for example, respecting fire safety in accordance with the City of Portland or State of Maine Fire Safety Laws, Regulations, Codes), because of TENANTS usage of the demised premises, then the total cost shall be prorated over the remaining balance of the Lease term with an equal monthly installment being due at the time of, and together with, the rental payment. The first installment is due either at the time the improvement is completed or when a valid contract is entered into for the improvements, whichever first occurs.

TENANT will furnish at its expense reasonable heat in the leased premises during the heating season. Reasonable heat is 65° F during the time TENANT is open for business and 50° F during the time TENANT is closed for business. The heating season is October 1 through May 1. TENANT will not allow or suffer the heat or hot water to be wasted. A minimum temperature of 50° F will be maintained at all times. TENANT will be liable for damages caused to the building, consequential damages, and LANDLORD'S property by failure to maintain this temperature. TENANT will be responsible for cleaning and serving the furnace and boiler which supplies the heat for the premises and for all repairs, replacements and maintenance of the heating systems, including without limitation the burners, boiler, piping and radiators. TENANT at the end the term will return the same to LANDLORD in the same condition as at the time of the lease signing.

TENANT will furnish at its expense other services utilized at the leased premises including (but without limitation) , cold and hot water, electricity, gas, telephone service, computer service, rubbish removal, cleaning, graffiti removal, pest control service, snow and ice removal. The TENANT'S snow and ice removal area is from the sidewalk or way adjacent to or abutting the exterior of the leased premises. The graffiti removal is from the exterior of the lease premises. The rubbish removal must be done at least once per week or more frequently if needed. If the municipal government, through its employees, agents, subcontractors removes the snow, ice, litter, rubbish, from sidewalks or way surrounding or abutting the leased premises, or in the case of graffiti from the exterior of the lease premises, then TENANT will pay either LANDLORD or municipal government upon receipt of the billing charge for this removal service; if the municipal government does not remove these, then TENANT will at its own expense. If the TENANT does not remove the snow and ice from the sidewalk in front of the Lease premises within eight (8) hours from the storms end or by 7:30 A.M. after the storms end, whichever is a shorter time period, then LANDLORD may do so at his option. If LANDLORD does remove the snow and ice, it will charge TENANT Two Hundred Fifty Dollars (\$250.00) for each removal.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event 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.

9. USE OF LEASED PREMISE

TENANT shall use the leased premises as a Hair Salon.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) 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; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, 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.

11. 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 TENANT holds any part of said premises to keep the leased premises 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. TENANT shall keep the leased premises and sidewalk in front of the leased premises from the building to the curb clean and free of dirt, litter, snow, ice and other refuse matter. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all glass windows and doors in good repair and condition and to have glass washed once per month and to carry adequate full replacement value insurance to provide for the replacement of any such plate, laminate, or insulate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part 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. The following repairs and replacement will be made by TENANT at its expense and are not included as structural repairs:

- A. ELECTRICAL PROBLEMS: Repair, fix or replace duplex outlets, replace blown fuses or circuit breaker, light bulbs, starters, balusters, light fixture, ceiling fans, air conditioner system, install electrical wiring and devices according to the need of its business.
- B. PLUMBING PROBLEMS: Blockage, back-up of plumbing lines, damage or broken fixtures due to TENANT use and misuse. The plumbing work and electrical work, if any, will be done by a Maine licensed plumber and electrician. Install plumbing system and fixtures according to the needs of its business.

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12. ALTERATIONS-ADDITIONS

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aeriels or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. 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 an such lien attaching by reason of the conduct of TENANT 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.

LANDLORD plans to remove, remodel and/or replace the front exterior façade of the lease premises as well as within the lease premises, to install a sprinkler system for fire protection, and upgrade electrical and plumbing systems and parts in the building and at his option in the lease premises. Landlord shall have access to the premises to perform these tasks. TENANT will not receive any rental reduction because of any inconveniences incurred.

13. ASSIGNMENT-SUBLEASING

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

14. 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, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, 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 and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and at any time a notice for selling the property of which the leased premises are a part and in each situation to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct 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 attorneys 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 LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. 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. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the 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 building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect 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 the TENANT or others.

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17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) 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, in such amounts and with such companies as LANDLORD shall reasonably require and approve, 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 assured named therein.

18. 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. If the damage renders the premises untenable in whole or in such part that it becomes impractical for the TENANT to conduct its business therein, the rent shall abate until the damage has been repaired. If the damage renders the premises untenable in part, but TENANT continues to occupy them in part, the rent shall be reduced in the proportion that the unoccupied portion of the premises bears to the entire premises until the damage has been repaired. 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 said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPTCY

The LANDLORD may enter to view and make improvements. At the sole option of the LANDLORD this Lease may be terminated and LANDLORD may expel the TENANT if TENANT shall fail to pay the rent aforesaid, or if TENANT shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LANDLORD at the end of said term, or shall violate any covenants in this Lease by TENANT to be performed. Hereinafter in this paragraph #19 written notice to correct a default may be given simultaneously with the written notice to terminate. In the event that:

- (a) The 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) The 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 ten (10) days after written notice thereof, or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of 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 the 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; and TENANT covenants and agrees, notwithstanding 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 be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE

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

21. 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 moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If 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.

In the event that the movable trade fixtures are removed by the TENANT, any damage caused by said removal shall be repaired at the time of removal by the TENANT at its sole cost and expense. The following is considered part of the real estate upon their installation and are not movable furniture or movable fixtures. Items attached to the walls, items wired directly to the electrical systems, items connected directly to the plumbing system.

22. 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") which 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; (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 federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal 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.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions 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.

The LANDLORD shall in no way be responsible for any damage or injury to TENANT'S personal property or fixtures or those of others for which TENANT act as bailers from any cause whatsoever, and TENANT, in execution of this Lease, understands that said personal property is placed in or upon the leased premises entirely at TENANT'S own risk.

24. 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 obligation 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 building 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 LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

25. WAIVER OF DEFAULT

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 condition or duty.

26. SUCCESSORS DEFAULT

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 or LLC.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to 125% of the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

If the TENANT wish to terminate this Lease agreement at the end of the original term or at the end of the one (1) extension, it must, in addition to other Lease term provision such as the six (6) month written notice in paragraph five (5), give a written notice to the LANDLORD of this intent on the first day of the month at least thirty (30) days prior to the end of the stated term. If the TENANT does not vacate the premises by the last day of the term (meaning paragraphs 3 and 5) and/or does not give written notice of its intent to do so on the first day of the month prior to the last day of the Lease term, then it is also further agreed that this Lease agreement, with all its provisions and covenants, except the amount of the monthly rental, shall continue in force from month - to - month after the expiration of the stated term. Termination during the month- to-month period referred to previously may be effected by either party giving to the other written notice setting forth clearly the day of termination, which termination day must be at least thirty (30) days after the day on which the notice is given and must be on a rental due date. The monthly rental rate during this period shall be 1.25 times the monthly rental amount as that stated for the last month of the immediately preceding term.

28. 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 FORCEABLE 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 SUPREIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. 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 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. 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.

30. BROKERAGE

Each party warrants and represents to the other that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor of NAI The Dunham Group, ("LANDLORD'S BROKER"). In the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same 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 other than LANDLORD'S BROKER. LANDLORD agrees to pay LANDLORD'S BROKER a commission if this Lease is executed and TENANT begins occupancy after paying the first month's rental and security deposit.

31. SIGN

TENANT agrees not to erect any signs or awnings on the leased premises or its exterior walls, window and doors without the written permission of the LANDLORD. Both sign installation and maintenance must conform to the City of Portland's laws regarding exterior signs. TENANT must obtain LANDLORD'S written permission as to the content, wording, location, size of any proposed sign prior to its use and thereafter prior to any subsequent change in its content or location. LANDLORD consents to the use of the existing sign.

32. NUISANCE

TENANT covenant at all times during the Lease term not to injure, overload, deface or otherwise harm the leased premises, nor commit any nuisance, nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the leased premises, nor make any use of the leased premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of the LANDLORD'S insurance nor use any advertising medium that may constitute a nuisance, such as loud speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the leased premises, nor conduct any auction, fire, "going out of business", or bankruptcy sales, nor do any act tending to injure the reputation of the Lease premises.

33. ALTERATIONS

TENANT shall make no alterations or improvements to the leased premises without first obtaining from the LANDLORD its written approval with respect to the contemplated improvements. TENANT may not place any object on the roof above the leased premises or on the exterior of the buildings walls or doors.

34. ENTRY

LANDLORD, his agents, employee, independent contractors may, but shall not be obligated to, enter the premises between the hours of 6:30 A.M. and 6:00 P.M., on a four (4) hour reasonable notice to TENANT (except at anytime and without notice in case of emergency) for the purposes of inspection, or the making of such repairs, replacement, and additions in, to, on and about the premises or building of which the leased premises are a part as LANDLORD deems necessary or desirable. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S customers. TENANT shall have no claim or cause of action against LANDLORD by reason thereof. The leased premises contain some of the building conduits, pipes and wires for TENANT and other building tenants. LANDLORD will share the leased space equally with TENANT and shall have equal access to it for the ability to make repairs and replacement of structural parts. TENANT will not install or allow others to install on the exterior or interior doors to the leased premises any locking device which does not have a cylinder that is part of LANDLORD'S master key system. If TENANT wants any cylinder changed it shall reimburse LANDLORD in advance for the cost of labor and material for this change.

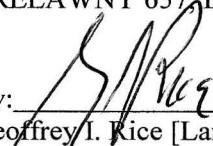
35. ACCEPTANCE

The parties agree as follows:

- A. LANDLORD conveys the Lease premises as is and where it is. LANDLORD will perform no work at the Lease premises.
- B. TENANT takes the Lease premises as is. TENANT will perform each and every item to make the leased premises available for its use.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 15th day of July, 2013.

TRELAWNY 657, LLC

By:  It's Manager
Geoffrey I. Rice [Landlord/Owner]


[Witness to Landlord]

[Print Name of Witness]


Chase A. Wakeling [Tenant]

[Witness to Tenant]

[Print Name of Witness]


Kate E. Nicholson [Tenant]

[Witness to Tenant]

[Print Name of Witness]

clw *GR*