

COPY

LEASE

This Lease Agreement made this 10<sup>th</sup> day of October 2013, by and between 638 Congress Street Partners, LLC, a Limited Liability Company with a place of business at 104 Grant St., Portland, ME 04101 (hereinafter called "Landlord") and Eric Hilton doing business as Eric Hilton's Optimal Self and his heirs and assigns, an individual with a mailing address of 158 St. John Street Portland (hereinafter called "Tenant").  
ME 04102

WITNESSETH

Article 1 Premises: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord certain first floor retail space located at 640 and 642 Congress Street, Portland, ME 04101 consisting of approximately 2400 square feet of retail space to be designated by Landlord (the "Retail Space") together with the basement area directly beneath the Retail Space also as designated by Landlord (the Retail Space and basement area hereinafter are referred to as the "Leased Premises").

Notwithstanding the foregoing, the Landlord and its duly authorized agents shall have access to and the right to enter said basement area for purposes of reading, maintaining and servicing utility meters and other mechanical systems, and in the event of an emergency.

Article 1.1 Grant/Loan Contingency. Landlord and Tenant hereby agree that the date of full execution of this Lease is October 10, 2013 (the "Execution Date"). Landlord's obligations under this Lease are subject to the requirement that on or before the expiration of fifty six (56) days from the Execution Date (the "Funding Deadline"), Tenant must obtain either a Veterans' Administration grant or a loan from a bank or credit union in the minimum amount of Twenty Five Thousand Dollars (\$25,000.00). In the event Tenant successfully obtains such a loan or grant, Tenant shall so notify Landlord in writing on or before the Funding Deadline and together with such notification, provide documentation of receipt of such funds, including, without limitation, a bank statement confirming receipt of the funds or documentation confirming the immediate unconditional availability of the full Twenty Five Thousand Dollars (\$25,000.00) to Tenant, all of which must be in form acceptable to Landlord in its sole discretion. In the event Tenant shall not timely provide such notice and documentation to Landlord by the Funding Deadline, then this Lease shall automatically terminate effective on the Funding Deadline at 12:00 midnight without further action by Landlord, and Tenant shall vacate the Leased Premises by said date and time without further notice, and return all of its keys to Landlord on said date and Tenant shall forfeit its right to the return of any portion of the security deposit, which shall be retained by Landlord as partial compensation for its damages. Tenant further agrees that in the event Landlord shall determine it necessary or appropriate to commence a forcible entry and detainer (eviction) proceeding against Tenant to enforce the provisions of this Paragraph, that Tenant shall consent to a judgment in favor of Landlord granting such relief.

Personal Guaranty

I, Eric Hilton, hereby personally guaranty any and all obligations of the foregoing Lease, and without limiting the general nature of the foregoing, I guaranty timely payment of all amounts due to Landlord under the Lease. I understand that Landlord is relying on my guaranty in entering into this Lease agreement. I hereby assent to all of the terms of the Lease and hereby waive notice and consent to any and all extensions of time or other indulgences which may be granted by Landlord, and to the addition or release of any other party or person in way liable, with respect to the Lease, all without notice, and generally waive all suretyship rights and defenses while any sums or other obligations remain outstanding or are otherwise due and owing under the Lease. I understand and agree that this guarantee to Landlord shall create joint and several liability.

Russell Perry  
Witness

[Signature]  
Eric Hilton

158 St. John St. Portland, Maine 04102  
Address

SS # 004-76-1809

STATE OF MAINE  
CUMBERLAND, ss.

10/10/13  
Date

Personally appeared the above-named Eric Hilton and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]  
Notary Public/Attorney at Law  
CHRISTINE A. CONDON  
Printed Name: Notary Public, State of Maine  
My Commission Expires June 19, 2017  
My Commission Expires: \_\_\_\_\_