

LEASE

This Lease Agreement made this 2<sup>nd</sup> day of January, 2014, 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 The Bearded Lady, LLC, a Maine limited liability company with a mailing address of 179 State Street, Apt. 11, Portland, ME 04101 (hereinafter called "Tenant").

WITNESSETH

Article 1 Premises: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord certain first floor space located at 644 Congress Street, Portland, ME 04101 which is a part of the building known as the "Lafayette" (which building hereinafter is referred to as the "Building") consisting of approximately 960 square feet of space formerly occupied as the Meg Perry Center, together with certain additional space, being a portion of the basement area directly beneath the first floor space as designated by Landlord (the first floor 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 2 Term: The Leased Premises are leased for a term commencing on January 1, 2014 and terminating five (5) years thereafter on December 31, 2018. Tenant shall have the right to renew subject to the conditions set forth in and on the terms defined in Article 3.1 below.

In the event Tenant shall continue in occupancy of the Leased Premises after the expiration of the term, or any renewal term, such occupancy shall not be deemed to extend or renew the terms of the Lease, but occupancy shall, at the option of the Landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect during the last year of the term, increased by fifty (50%) percent prorated and payable month to month on the first day of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the term or any renewal term thereof.

Article 3 Rent: No rent shall be due from January 1, 2014 through February 28, 2014. The annual base rent for March 1, 2014 through December 31, 2014 shall be \$1,300 monthly (\$13,000 annually). The annual base rent for years 2 thru 5 shall be:

Year 2 January 1, 2015 –December 31, 2015	\$1,339 monthly/\$16,068 annually
Year 3 January 1, 2016 –December 31, 2016	\$1,379 monthly/\$16,548 annually
Year 4 January 1, 2017 –December 31, 2017	\$1,420 monthly/\$17,040 annually
Year 5 January 1, 2016 –December 31, 2016	\$1,463 monthly/\$17,556 annually

Said rent shall be payable in advance the first day of each and every calendar month during the term of the Lease and rent payments shall be made to the Landlord's manager, Port Property Management, Inc., 104 Grant Street, Portland, ME., 04101. The first month's rent shall be due in full at lease signing. Any rent payment received by the Landlord after the 7<sup>th</sup> of the month shall be subject to a 5% late fee.

Article 3.1 Renewal: Tenant shall have the right to renew this Lease for 1 (one) 5 (five) year term at a new "market rent" as determined by Landlord in its reasonable discretion.

The renewal term shall commence the day following the expiration of the initial term of the Lease. In order to exercise its right to renew Tenant must give Landlord written notice of its intent to renew a minimum of 6 (six) months prior to the expiration of the initial term provided, however, that the Tenant may not exercise its right to renew the Lease if Tenant is in default of any of its obligations under the Lease at the time of such notice or thereafter. If the Tenant exercises its option to renew Tenant agrees to pay to Landlord, or its designee, rent on the terms described in Article 2 above at the new rental rate for the renewal term set forth above in this Article 3.1.

Article 4: Security Deposit: The security deposit shall be in the amount of One Thousand Three Hundred Dollars (\$1,300.00) and shall be due in full at lease signing.

No interest shall be paid upon this security deposit. After expiration of this Lease, Tenant shall be entitled to the return of any unused portion of the Security Deposit provided that upon expiration, Tenant shall not be in default under the terms and conditions of this Lease and the Leased Premises are left in good repair, normal wear and tear excepted, free of rubbish and other items and in broom clean condition.

Article 5 Quiet Enjoyment: The Tenant upon payment of rent herein, and upon performance of all terms of this Lease, shall at all times during the Lease term, peacefully and quietly enjoy the leased property without disturbance from the Landlord.

Article 6 Maintenance:

- a. The Tenant shall keep the Leased Premises in a neat, clean, and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted, and Tenant shall be responsible for all "day to day" repairs and maintenance to all plumbing fixtures and electrical systems and fixtures, other than those specified in paragraph (b) below. Tenant shall keep, at Tenant's sole expense, the Leased Premises including, without limitation, all carpeting, flooring and window and door glass in good order and repair, and in at least as good order and repair as they are on the commencement date, reasonable use and wear excepted. Tenant shall be responsible for maintaining and keeping clear all drains and waste lines in the Leased Premises at Tenant's sole expense. Tenant shall not do anything to cause the Leased Premises or the activities therein to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of

- any officer of competent authority. The Tenant shall permit no waste with regard to the Leased Premises.
- b. The Landlord shall keep the structural portions of the Building which shall be defined to be the exterior walls (including doors, windows [exclusive of glass]), foundation, floors, and roof, in good order and repair, provided, however, that any such maintenance made necessary by fault or neglect of the Tenant or its employees or visitors, shall be at the expense of the Tenant and Tenant shall pay all costs therefor.
  - c. Tenant shall be responsible at its expense for snow and ice removal at all entrances of the Leased Premises, in accordance with applicable regulations and ordinances. Tenant shall promptly after any accumulation of snow or ice apply sand and salt as needed to sidewalks and entryway(s) for pedestrian traffic.
  - d. Tenant shall store and promptly remove at its expense all of its rubbish, trash and waste in such manner as shall not be offensive to Landlord, any other tenant or guest of the Building, nor shall it become a nuisance.
  - e. Tenant shall provide regular pest control services at its expense as required by any license, permit, law or ordinance, and/or as appropriate or consistent with local industry standards for the nature of the Tenant's business.
  - f. The Tenant shall be responsible for all maintenance and necessary repairs to heating, ventilation and air conditioning system ("HVAC") servicing the Leased Premises. Tenant shall further be required to purchase and maintain in force for the entire Term of this Lease an HVAC maintenance contract upon terms and with a vendor acceptable to Landlord, which, at a minimum, shall provide for repair as well as regular servicing and maintenance of the HVAC system sufficient to keep the HVAC system in good and operating condition. Upon request by Landlord, Tenant shall provide to Landlord within five (5) days of such request, a copy of maintenance contract then in effect for the Landlord's review.
  - g. Any alterations to the entry locks of said Leased Premises must be performed by a locksmith service approved by Landlord at Tenant's sole expense.

Article 7 Improvements/Alterations: No improvements or alterations to the Leased Premises which materially change or alter the retail space shall be made without Landlord's written approval. Any request by Tenant for such approval shall be submitted with written specifications and drawings satisfactory to Landlord and Landlord agrees to not unreasonably withhold approval of such requests for improvements or alterations.

All improvements made to the Leased Premises by Tenant must be done in accordance with all local Building codes and ordinances and all applicable State and Federal statutes and regulations and Tenant must obtain all necessary permits prior to commencing improvements. With the exception of Tenant's personal and trade fixtures, any and all improvements or alterations made to Leased Premises shall become property of the Landlord at the expiration or termination of Tenant's tenancy. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Leased Premises and shall provide the Landlord with evidence of the same. Should Landlord be subjected to any materialman's suit(s) or lien(s) for any services or materials associated with Tenant improvements or alterations to the Leased Premises, Tenant shall pay any and all costs

incurred by Landlord in defense or prosecution of such actions, including, without limitation, all attorneys' fees and expenses and court costs, within ten (10) days of demand by Landlord. In the event any lien is claimed or recorded with respect to the Leased Premises, Tenant shall cause such lien to be removed or otherwise satisfied within thirty (30) days of notice of such claim or recording of such lien, whichever shall be earlier. Failure to do so shall constitute a default under the terms of this Lease.

Article 7.1 Improvements by Landlord: Upon execution of this Lease Landlord shall at its own expense:

1. Repair ceiling in the premises;
2. Prime all walls and ceilings in the premises;
3. Install subflooring and finished flooring in the Premises as agreed upon by Landlord & Tenant, provided that hardwood flooring is installed in the customer service area and the cost of materials and installation labor therefor shall not exceed \$4,000. Any cost for said flooring above \$4,000 shall be paid by Tenant.
4. Install an electric "mini-split" HVAC system in the Premises.

Article 8 Utilities: Tenant shall pay for all costs for all utilities servicing the Leased Premises, whether installed by the Tenant or Landlord, and whether they are sub metered, including, without limitation, electricity (including lights and power from wall plugs), phone, cable, internet, security/fire monitoring and alarms. Tenant shall also pay for all costs for HVAC, including all costs of fuel for heat, hot water and air conditioning and all costs for the repair, maintenance or replacement of any HVAC units as set forth in Article 6 above. In no event shall the Landlord be liable for an interruption or failure in the supply of any utilities.

a. Sewer and Water. In addition to the other utilities described above, Tenant shall also pay all costs for sewer and water with respect to the Leased Premises, including without limitation, all costs of water and sewer use, in such amounts as are determined by Landlord. Landlord will have a sub-meter(s) installed to measure Tenant's sewer and water use in Hundred Cubic Feet (HCF) units. Tenant will be charged the rate per HCF that the Landlord pays for water and sewer usage at 644 Congress Street, Portland, ME. During the first 3 months the Tenant is open for business the Landlord will read the sub-meter(s) each calendar month and provide Tenant a written invoice of Tenant's consumption by the 15<sup>th</sup> of each month. Payment shall be due for such invoice on the same date as the Tenant's monthly rental payment (as defined in Article 3 of this lease) following the date of such invoice.

After Tenant has been in business for 3 months in the Leased Premises (as determined by Landlord), Landlord will calculate the monthly cost for water and sewer use for such months and provide Tenant, in writing, with a fixed estimated monthly usage cost. Tenant shall submit payment for this estimated monthly cost each month with its monthly rental payment. Landlord shall reconcile Tenant's actual use and payment annually on January 1<sup>st</sup>, provided that the Landlord shall have the right to reconcile it earlier if the Landlord deems appropriate. Tenant shall pay any shortfall between the

actual cost and estimated cost invoiced by Landlord within ten (10) day of the date of the invoice. Tenant's failure to make payment for water and sewer as set forth herein shall be an event of default under this Lease.

Article 9 Common Areas: Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use Common Areas, on the ground floor only, in common with others during the Term subject to any rules set by Landlord and subject further to the rights of the Landlord set forth herein.

Article 10 Insurance: At all times after the execution of this Lease, Tenant shall obtain and keep in force such insurance in such coverages and amounts as shall be required by Landlord, including without limitation:

1. Commercial General Liability Insurance, including, without limitation, fire property damage and liquor liability insurance with coverage on terms and in form acceptable to Landlord in its sole discretion, at the Tenant's sole expense, including, without limitation, insurance against assumed or contractual liability with respect to the Leased Premises, and the business operated by Tenant and any sub-tenants, concessionaires, or licensees of Tenant in the Leased Premises, to afford protection to the limit, for each occurrence, of not less than two million dollars (\$2,000,000.00) with respect to personal injury, death and property damage. Said insurance shall also provide for coverage in equal amounts for and of all parties, including but not limited to other tenants in the Landlord's Building, who might be harmed or injured, or suffer property damage, as a result of activities, caused by or occurring on Leased Premises by the Tenant and any sub-tenants, concessionaires, or licensees of the Tenant. The insurance policy shall protect and hold harmless Landlord from any and all claims of such third parties and/or other tenants of the Building who are or may be harmed as described above. The amounts of coverage for any insurance required to be maintained by Tenant under this Lease shall be adjusted by Landlord after consultation with Tenant at the conclusion of each three (3) year period during the Term to an amount which, in Landlord's opinion, is commercially reasonable.
2. All Risk Casualty Insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property (or the highest such coverage available) in the Leased Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Leased Premises by Tenant.
3. Tenant shall be solely responsible for the cleaning, maintenance and replacement of plate glass and other windows located within the Leased Premises and is advised to obtain insurance coverage with respect to damage thereto. Tenant agrees to repair promptly any damage to such glass and windows at its sole expense.

4. All of the insurance policies to be obtained by Tenant under the terms of the Lease shall contain a clause that the insurer shall not cancel or reduce the coverage of the insurance without first giving Landlord and any mortgagees of Landlord thirty (30) days' prior written notice.

Landlord as named insured: 638 Congress Street Partners, LLC shall be listed on the insurance policies as a "named insured". A copy of such insurance policy shall be provided to Landlord upon the execution of this Lease and each year upon policy renewal. Tenant will not do nor suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies of hazard or liability insurance nor which will prevent Landlord from procuring such policies in or from companies acceptable to Landlord.

Article 11 Damage or Destruction: In case the buildings upon said Leased Premises, or any part thereof, during said term be damaged or destroyed, the Landlord may, at its option, proceed to repair and/or rebuild the same, including any improvements or betterments made by Tenant, upon the same plan as immediately before such damage or destruction occurred, and until said Leased Premises are rebuilt and put in good and tenantable order, the rent hereby reserved, or a fair and just proportion thereof as determined by Landlord in its sole discretion, according to the nature and extent of the damage sustained, shall, until said Leased Premises have been restored to the same condition as before such damage and destruction occurred, be suspended. In the event that the Landlord chooses not to proceed to repair or rebuild the Leased Premises, then this Lease may be terminated by the Landlord by giving the Tenant written notice of the Landlord's intention not to rebuild within thirty (30) days of the casualty causing the damage of destruction.

Either party shall have the right to cancel this Lease if the damage to the Building is so substantial that it cannot be reasonably repaired within a period of one hundred twenty (120) days; the intent to cancel shall be sent by either party within ten (10) days of the occurrence of the damage.

Article 12 Condemnation: If the Leased Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. In the event that a substantial portion of the Leased Premises itself is taken or condemned, both Landlord and Tenant shall have the right to terminate this Lease upon giving notice in writing ten (10) days in advance of proposed termination date. In the event the Lease shall not be terminated as provided herein, rent shall abate proportionally as to the part so taken.

Article 13 Assignment and Subletting: Tenant shall not assign this Lease, nor sublet the Leased Premises in whole or part, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease, and in case of an assignment, the Assignee shall agree in writing with Landlord to be bound by, and assume all obligations of Tenant under this Lease.

Article 14 Use: Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in a manner which will in any way violate any present or future laws, ordinances or regulations of any municipal or other governmental authority. Tenant shall use the Leased Premises for a bar serving alcohol and food. Tenant shall obtain all local, county and state permits and licenses required for such use. Tenant shall not use nor sublease the Leased Premises so as to cause a violation of any statute, ordinance or restriction of record.

Article 15 Subordination: Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the Leased Premises, and to any renewal, modification, replacement or extension of such mortgage of security indenture.

Article 16 Default: This Lease is made on the condition that if the Tenant shall fail to pay any rent or additional rent payment provided herein by its due date as provided hereunder, or shall fail to pay any other monetary obligation on its due date to Landlord as provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for ten (10) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall die, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall make assignment for the benefit of its creditors, or if Tenant shall file bankruptcy, or if an involuntary bankruptcy shall be filed against Tenant which shall not be dismissed within thirty (30) days, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of the Lease as herein provided, then and in any of said cases, notwithstanding any license or any former breach of covenants or waiver or consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing which termination shall be effective immediately or at Landlord's election on a date stated in said notice; (b) with or without process of law, enter into and upon the Leased Premises or any part thereof and repossess the same; and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects (together with any third parties' property) 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 preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the then-current term exceed the fair rental value of said Leased Premises for the remainder of the original term and of any extensions thereof as determined by Landlord, and in addition thereto, will during the remainder of the then-current term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, additional rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination

and the sum of the amounts being received by the Landlord from occupants of the Leased Premises, if any. The Landlord shall make reasonable efforts to secure a rental equal to the then-prevailing local rate for the Leased Premises concerned. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs of reletting the Leased Premises including, without limitation, real estate commissions, costs of advertising, costs of damage repair, cleaning, costs of renovation of the property to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges, including, without limitation, all reasonable attorney's fees and expenses incurred, in obtaining possession of the Leased Premises after a default of the Tenant, or after the Tenant's default in surrendering possession upon expiration or earlier termination of the term of the Lease, or in enforcing any covenant or obligation of the Tenant herein contained. Tenant shall pay to Landlord all costs and charges incurred by Landlord, including without limitation, all attorney's fees and expenses, within ten (10) days of demand by Landlord.

Article 17 Access: Landlord shall provide at least 24 hours advance notice of intention to enter the Leased Premises, except in the case of an emergency which shall include without limitation any necessary fixture or system repairs. Upon such notice, the Landlord and his personal representatives, agents, or employees, may enter the Leased Premises. Such advance notice shall also not apply to access pursuant to the second paragraph of Article 1 hereof.

Article 18 Signs: Tenant shall not erect, install or place any signage upon the exterior of the Leased Premises except with the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall pay any and all costs associated with any such signage approved by Landlord.

Article 19 Zoning: It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals of its proposed use of the subject premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

Article 20 Self-Help: In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by the Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Article 21 Miscellaneous Provisions:

- a. Subject to the foregoing, the covenants and agreements of the 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, expressed or implied, shall be binding individually upon any LLC manager or member nor any fiduciary or any trustee or beneficiary under any trust.

- b. 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 representatives, heirs, administrators, executors, successors, and assigns.

Article 22 Parking: There is one assigned off-street parking spot included with the Leased Premises.

Article 23 Financial Information: Tenant agrees that it will supply to Landlord, all relevant financial information deemed appropriate by Landlord in its sole discretion to assess Tenant's financial condition and its creditworthiness. Landlord agrees to hold all such financial information in confidence. All financial statements prepared by or for Tenant shall be in accordance with generally accepted accounting principles.

Article 24 Notices: Any and all notices required to be given or served by the terms and provisions of this Lease, shall be delivered in person or shall be sent by U.S. mail or by hand delivery with receipt, or by email or facsimile transmission, to the following addresses, or to such other address or addresses as wither party shall from time to time designate by like notice to the other:

Landlord: 638 Congress Street Partners, LLC  
104 Grant Street  
Portland, ME 04101

Tenant: The Bearded Lady, LLC  
c/o Nathaniel Meiklejohn  
179 State Street, Apt. 11  
Portland, Me 04101

Article 25: Confidentiality. Tenant hereby agrees, understands, and declares that the terms of the Lease and the amount of its rental and other payments, there under are confidential (hereinafter the "Confidential Information"), and neither Tenant, nor any of its officers, shareholders, agents, or employees shall in any way publicize or cause to be publicized, nor cause to be disclosed to any person, business, or other entity, any of the Confidential Information unless required to do so by a court of competent jurisdiction. It is understood and agreed that Tenant may disclose the Confidential Information to its attorneys and accountants. If Landlord determines that Tenant has violated the provisions of this paragraph, Landlord shall be entitled, upon 10 (ten) days' notice to, at its election increase the rent hereunder by a minimum of 10% or terminate this Lease, provided, however, that if Tenant disputes Landlord's determination of Tenant's violation, Tenant may stay the effect of Landlord's action by electing to have the dispute submitted to a single arbitrator approved mutually by Tenant and Landlord within ten (10) days of

the date of Landlord's notice. In the event Tenant submits the dispute to arbitration, then the action set forth in Landlord's notice shall not go into effect until the earlier of dismissal of the arbitration proceeding for any reason or the date of the ruling of the arbitrator. If the Tenant does timely elect to arbitrate the dispute, the action set forth in Landlord's notice shall go into effect ten (10) days from the date of the notice.

Article 26 Limitations of Liability: Tenant agrees to look solely to the Landlord's interest in 644 Congress Street, for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in 644 Congress Street (except to the extent that insurance proceeds may be available to satisfy any such judgment). The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of the Landlord.


Article 27: Estoppel Certificates: Tenant shall, within ten (10) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that the Lease is unmodified and in full force or effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), (b) specifying dates to which the annual rent has been paid, (c) stating whether or not Landlord is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, (d) stating whether or not to the best of the knowledge of the Tenant, any event has occurred which, with giving of notice or passage of time, or both, would constitute default by Landlord under Lease, and, if so, specifying each such event, and (e) certifying that Tenant, as of the date of the statement, has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder. Any such statement delivered pursuant to this Article may be relied upon by any prospective assignee, transferee or mortgagee of the Leased Premises or any interest therein.

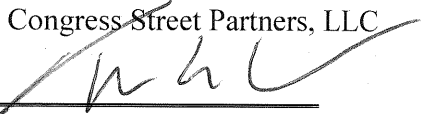
Article 28. Waiver of Trial by Jury: LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT TO ENTER INTO THIS LEASE AGREEMENT.

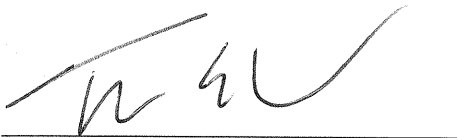
This Lease may be executed in counterpart originals.

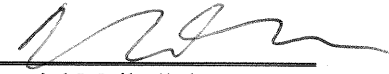
IN WITNESS THEREOF, the parties have hereunder set their hands and seals all on the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

  
\_\_\_\_\_  
Witness

LANDLORD  
638 Congress Street Partners, LLC  
By:   
\_\_\_\_\_  
Thomas Watson, President  
Port Property Management, Inc.  
Its Property Manager


  
\_\_\_\_\_  
Witness

TENANT  
The Bearded Lady, LLC  
By:   
\_\_\_\_\_  
Nathaniel Meikeljohn,  
Its Sole Member

STATE OF MAINE  
CUMBERLAND, ss

1/2/2014  
\_\_\_\_\_  
Date

Personally appeared the above-named, Thomas Watson, President of Port Property Management, Inc., Property Manager of 638 Congress Street Partners, LLC., and acknowledges the execution of the foregoing instrument to be his/her free act and deed and the free act and deed of said 638 Congress Street Partners, LLC.

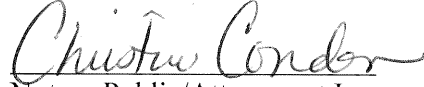
Before me.  
  
\_\_\_\_\_  
Notary Public/Attorney at Law  
**CHRISTINE A. CONDON**  
Notary Public, State of Maine  
~~My Commission Expires June 19, 2017~~  
Printed Name  
My Commission Expires:

STATE OF MAINE  
CUMBERLAND, ss

1/2/2014  
\_\_\_\_\_  
Date

Personally appeared the above-named, Nathaniel Meikeljohn, The Bearded Lady, LLC, and acknowledges the execution of the foregoing instrument to be his free act and deed and the free act and deed of The Bearded Lady, LLC.

Before me.



Notary Public/Attorney at Law

**CHRISTINE A. CONDON**

Notary Public, State of Maine

~~My Commission Expires June 19, 2017~~

Printed Name

My Commission Expires:

Personal Guaranty

I, Nathaniel Meikeljohn, 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.



Witness



Nathaniel Meikeljohn

179 STATE ST. #11  
Address


SS # 006-86-9780

STATE OF MAINE  
CUMBERLAND, ss.

1-2-2014  
Date

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

Before me,

  
Notary Public/Attorney at Law

Printed Name: CHRISTINE A. CONDON  
Notary Public, State of Maine  
My Commission Expires June 19, 2017

My Commission Expires: \_\_\_\_\_