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RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/13/15

# LEASE

This Lease Agreement made this 10th day of November 2014, by and bet 638 Congress Street Partners, LLC, a Limited Liability Company with a place o at 104 Grant St., Portland, ME 04101(hereinafter called "Landlord") and Oscar, a Limited Liability Company with a place of business of 576 Congress Street. Portland, ME 04101(hereinafter called "Tenant").

## WITNESSETH

Article 1 Premises: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord certain first floor retail space located at 656 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 420 square feet of retail space to be designated by Landlord (the "Leased Premises" and the "Retail Space").

Notwithstanding the foregoing, the Landlord and it's 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 December 1, 2014 and terminating five (5) years and three (3) months thereafter on February 28, 2020. 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 December 1, 2014 through February 28, 2015. The base rent for March 1, 2015 through February 29, 2016 shall be $800. The annual base rent for years 2 through 5 shall be:

| | |
|---|---|
| Year 2 March 1, 2016 –February 29, 2017 | $824 monthly/$9,888 annually |
| Year 3 March 1, 2017 –February 28, 2018 | $849 monthly/$10,188 annually |
| Year 4 March 1, 2018 –February 28, 2019 | $875 monthly/$10,500 annually |
| Year 5 March 1, 2019 –February 29, 2020 | $901 monthly/$10,812 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, 104 Grant Street, Portland, ME., 04101. The first month's

(2) Checks coming back from Port Property.

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Tenant or their employees or visitors, shall be at the expense of and Tenant shall pay all costs therefor.

c. Tenant shall be responsible at its expense for snow and ice rem entrances of the Leased Premises, in accordance with applicable and ordinances. Tenant shall promptly after any accumulation of s apply sand and salt as needed to sidewalks and entryway(s) such that they are safe for all forms of 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 Tenants 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 Tenants 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 Tenants 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 Tenants 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.

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2. All Risk Casualty Insurance, written at replacement cost value and ' replacement cost endorsement, covering all of Tenant's personal pr (or the highest such coverage available) in the Leased Premises without limitation, inventory, trade fixtures, floor coverings, fu 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

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hereunder shall terminate; and Tenant covenants that in case of such terminati shall forthwith pay to Landlord as damages a sum equal to the amount by whic and other payments called for hereunder for the remainder of the then-cu exceed the fair rental value of said Leased Premises for the remainder of the or and of any extensions thereof as determined by Landlord, and in addition tl 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. Tenant shall pay any and all costs associated with any such signage which signage has been 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

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is understood and agreed that Tenant may disclose the Confidential Informa attorneys and accountants. If Landlord determines that Tenant has vi provisions of this paragraph, Landlord shall be entitled, upon 10 (ten) days' n its election increase the rent hereunder by a minimum of 10% or terminate this

Article 26 Limitations of Liability: Tenant agrees to look solely to the Landlord's interest in 656 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 in 656 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.

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Personally appeared the above-named, Mike Keon, Manager of Oscar, l
acknowledges the execution of the foregoing instrument to be his free act and c
said Oscar, LLC.

Before me.

Christine Condon

Notary Public/Attorney at Law

Printed Name

My Commission Expires

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