

LEASE

This Lease Agreement made this 8th day of February, 2017, by and between 638 Congress Street Partners, LLC, a Maine Limited Liability Company with a place of business at 104 Grant St., Portland, ME 04101 (hereinafter called "Landlord") and Endless Summer Antique and Vintage, a Maine Limited Liability Company with a place of business of 650 Congress St, 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 650 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 705 square feet of retail space to be designated by Landlord (the "Retail Space") together with certain additional space, being a portion of 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 2 Term: The Leased Premises are leased for a term commencing on March 1, 2017 and terminating five (5) years thereafter on April 30, 2022.

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 this 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 twenty (20%) 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 March 1, 2017 through April 30, 2018. The annual base rent for March 1, 2017 through April 30, 2018 shall be \$15,000 annually (\$1,500 monthly). Year 2 through 5 rents shall be:

Year 2: May 1, 2018 – April 30, 2019	\$1,545 monthly/\$18,540 annually
Year 3: May 1, 2019 – April 30, 2020	\$1,591 monthly/\$19,092 annually
Year 4: May 1, 2020 – April 30, 2021	\$1,639 monthly/\$19,668 annually
Year 5: May 1, 2021 – April 30, 2022	\$1,688 monthly/\$20,258 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 rent shall be due at lease signing. Any rent payment received by the Landlord after the 7th of the month shall be subject to a 5% late fee.

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 or delay 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 8 Utilities: Landlord shall provide and pay for water, sewer, heat and hot water in the Leased Premises. Tenant agrees that Landlord's agreement to pay for such utility use is limited to Tenant's reasonable use. Landlord shall not be responsible for Tenant's excessive use of any utilities, as determined by Landlord, and Tenant shall pay any invoices for such excessive use within ten (10) days of demand by Landlord. Tenant shall pay for all costs for all other utilities servicing the Leased Premises, whether installed by the Tenant or Landlord, and whether or not they are sub metered, including, without limitation, electricity (including lights and power from wall plugs), phone, cable, internet, security/fire monitoring and alarms. In no event shall the Landlord be liable for an interruption or failure in the supply of any utilities, unless such interruption or failure is due to the fault or neglect of Landlord.

Tenant may not use any electric air conditioning, heating or cooling equipment in the premises without Landlord's prior written consent. Use of any such equipment will be subject to a \$50 per month fee per piece of equipment. Any air conditioning equipment installed in the premises must be removed by October 1st of each calendar year.

Article 9: Common Areas: Landlord grants to Tenant and its agents, employees and customers a non-exclusive license to Common Areas on the first and second floors, 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 within. Tenant shall not store any items in the common areas at any time. Tenant shall report any maintenance problems to Landlord immediately.

Article 10: Insurance: At all times after the execution of this Lease, Tenant shall obtain and keep in force insurance, including without limitation:

1. Commercial General Liability Insurance, including, without limitation, fire and property damage insurance, with coverage on terms and in form acceptable to Landlord in its sole discretion, at the Tenant's 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 one million dollars (\$1,000,000.00) 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,

Leased Premises in whole or part, without the prior written consent of the Landlord, which consent Landlord agrees not to withhold or delay unreasonably. 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 general office for a production company. 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. Tenant's use shall not disturb any other tenant of the building at any time. Tenant shall not smoke within 25 feet of the building.

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 within seven (7) days of its due date as provided hereunder, or shall fail to pay any other monetary obligation within seven (7) days of its due date to Landlord as provided hereunder, or fail to perform any other obligation hereunder and such other failure shall continue for five (5) 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

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
kaitie@portpropmgt.com

Tenant: Endless Summer Antique & Vintage
34 Summer St
Porter, ME 04068

~~geoffreydann@gmail.com~~ *geoffreydann1964@gmail.com*
G.H

Article 25: Confidentiality. Tenant hereby agrees, understands, and declares that the terms of the Lease and the amount of its rental and other payments hereunder 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.

Article 26 Limitations of Liability: Tenant agrees to look solely to the Landlord's interest in 650 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 650 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.

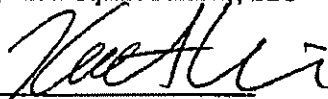
This Lease may be executed in counterpart originals.

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

LANDLORD

Longfellow Square Partners, LLC

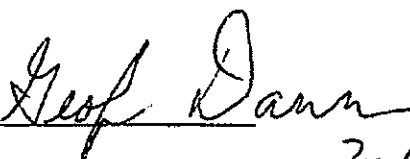
By: 

Kaitie Weir, Agent

Port Property Management, Inc.

Its Property Manager

TENANT

By: 

Geoffrey Dann

Endless Summer Antique & Vintage,
LLC

Its Owner

2.03.2017.