


BUSINESS LEASE

For due consideration received by both parties, STONE COAST PROPERTIES, LLC, a Maine limited company with a principal place of business at 142 High Street, Portland, Maine 04101 (hereinafter called the "Landlord"), hereby leases certain premises described below to THOMAS FALLEN, III (hereinafter called "Tenant"), and Tenant hereby leases said premises from Landlord, on the following terms and conditions:

1. PREMISES:

SUITE #222/223 (the Premises) in the building (the "Building") located at 142 High Street, Portland, Maine 04101. THE PREMISES CONSISTS OF APPROXIMATELY 620 SQUARE FEET. (KM) 

2. TERM:

This Lease shall commence on DECEMBER 1, 2014 and shall end on NOVEMBER 30, 2015.

3. RENT:

The tenant shall pay to Landlord the following base rent:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
Year 1	\$10,200.00	\$850.00
DISPLAY WINDOW	\$ 600.00	\$ 50.00

Payable in advance to Landlord in equal monthly installments each at the above address without notice or demand on the first day of each month, in advance, without any defense, deduction or setoff whatsoever. The Landlord may assess a late payment fee equal to the greater of Twenty-Five Dollars and 00/100 (\$25.00) or Ten Percent (10%) of the amount due, for each payment not made on or before the 10th day of the month. Tenant will be in default immediately if rent is not paid on or before the 15th day of the month. A \$25.00 fee will be charged on any checks returned for insufficient funds, or any other reason.

USE:

The Premises shall be used only for purposes of ART GALLERY, which use must be made in accordance with all applicable laws, ordinances, regulations and all other governmental requirements, as well as all rules adopted from time to time by Landlord for the Building. Tenant covenants that it shall at all times have all necessary permits and approvals, if any, for such use. Tenant shall not do or allow anything in the Premises or the Building that could increase Landlord's fire insurance rates or cause any of Landlord's insurance to be adversely affected, or that would be considered extra-hazardous by insurance companies. It is not to be used as a residence. ALL TENANTS NEED TO BE OUT OF THE BUILDING BETWEEN MIDNIGHT 12:00 AM - 6:00 AM. NO EXCEPTIONS!

4. UTILITIES:

Tenant shall pay for all separately metered utilities used by Tenant, including, but not limited to telephone and cable modem. The Landlord will pay for electric, heat and hot water. Except as provided by law, interruption of any such services shall not constitute an eviction nor shall it entitle Tenant to any compensation or abatement of rent, but Landlord shall use its best efforts to restore service as promptly as practicable.

5. ALTERATIONS:

Tenant shall make no alterations, decorations, additions, or improvements in or to the Premises without Landlord's prior written consent. In the event of such consent, all of such work shall be at Tenant's sole cost, risk and expense, shall be performed in a good and workmanlike manner, shall be consistent in quality with the existing improvements within the Premises or better, and Tenant agrees to pay for all such work in a timely manner; and not to permit any mechanics' or materialmen's liens on the Premises or the Building in connection with any such work. All interior and exterior lettering, including those on or in windows, doors and partitions, shall be subject to the prior written approval of Landlord and be consistent with other permitted signage on the building in color and design. Signs are not permitted in windows. All alterations, improvements, additions, fixtures and materials attached to the Building by either party, including all paneling, partitions, carpeting, floors, storm windows, screens, window shades, curtains, draperies, and electrical, gas, oil or water appliances, shall, at Landlord's option, become the sole property of Landlord, and, at Landlord's option, shall remain in and be surrendered with the Premises, as part thereof, at the end of the lease term. Tenant shall promptly remove any alterations made by Tenant and not desired by Landlord to remain on the Premises upon expiration or termination of this Lease and Tenant shall promptly, and at Tenant's expense, repair any damage to the Premises resulting from such removal.

6. PAINTING:

If a tenant chooses with the landlord's permission to paint the walls or ceiling a different color, there is an extra security deposit in the amount of \$250.00 required. Upon termination of the lease, if the walls are not returned to their original state, the security deposit will be retained by Landlord for damages.

TENANT PAID \$250 PAINT DEPOSIT

7. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Lease or sublet all or any part of the Premises without prior written consent of Landlord.

8. MAINTENANCE:

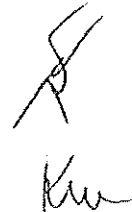
The Tenant accepts that the Premises are in good and satisfactory order for occupancy and use, and agrees that the Tenant shall make all necessary repairs to, and perform all normal maintenance of, the Premises, shall at all times maintain the Premises (including carpeting, all fixtures and utility systems located therein, to the extent they serve only the Premises) in like condition and repair as at the beginning of the term hereof, and shall replace all broken glass with glass of like size and quality, reasonable wear and tear only excepted. If the Premises are located on the ground floor, or consist of retail sales space, Tenant shall also at all times keep the sidewalks and curbs in front of the Premises free from snow, ice, dirt, leaves and trash. The Tenant shall at all times maintain the Premises in neat, clean and sanitary condition.

9. TRASH REMOVAL:

The Tenant is responsible for all trash removal. Tenant is not allowed to leave trash in the hallways, basement, street, or any other part of the building. Tenant will be charged the trash removal fee charged to the Landlord plus 100% of the Landlord's cost if any trash is left in or near the building.

10. LOSS, DAMAGE TO PERSONAL PROPERTY:

All property of the Tenant or of Tenant's employees, customers and invitees or others in the Premises shall be held at Tenant's sole risk, and Landlord shall not be liable for any loss, damage or destruction of any such property, by fire, theft, or any other cause. Contents insurance shall be the sole responsibility of Tenant. Tenant agrees to hold Landlord harmless

Handwritten signature and initials in the bottom right corner of the page.

from all claims by Tenant or any other person claiming by, through or under Tenant, including but not limited to customers, employees, guests and invitees of Tenant, by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal located in or about the Premises or the Building belonging to Tenant or others, whether or not caused by a condition of the premises. Tenant agrees to care for and maintain in good condition all property of the Landlord contained in the Premises on the date of this Lease, and to return all of Landlord's property to Landlord in good condition upon the expiration or termination of this Lease. Any damage to Landlord's property contained in the Premises or to the Premises shall be the responsibility of the Tenant to repair or replace, reasonable wear and tear only excepted, at Tenant's expense.

11. DAMAGE TO OR DESTRUCTION OF THE PREMISES:

If the Premises or the Building shall be so damaged by fire or other cause beyond the control of and without the negligence of Tenant or Tenant's employees, guests, customers or invitees, so as to be wholly untenable, and in judgment of Landlord the Premises cannot in the exercise of reasonable diligence be rendered tenable within a period of thirty (30) days from the date of said damage, this Lease shall terminate, the termination to be deemed effective on the day following such damage, but such termination shall not affect the obligations of Tenant existing at the date of termination. If, in the judgment of Landlord, the damage may be repaired within thirty (30) days (whether or not repair is actually completed within such period), this Lease and the term hereunder shall not terminate, and the Landlord shall proceed at Landlord's expense to repair such damage, and the rental hereunder shall abate proportionately according to the nature and extent of such damage until such repairs shall have been completed by Landlord.

12. PETS

Pets are conditionally welcome in the building. Pets MUST be leashed in the common hallways and while entering and exiting the building. Please clean up as soon as possible after your pet when accidents occur indoors. Please be considerate of others who may not be pet friendly by not allowing pets to sniff, bark, or jump on visitors or tenants. Pets and pet owners who violate this condition will be asked not to bring these pets inside the building.

13. ACCESS TO PREMISES:

Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times to examine the same and to show the same to prospective purchasers, mortgages, contractors, worker and tenants, and to perform such maintenance (including painting) and make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and to remove any alterations, additions, improvements, decorations, signs, fixtures or other installations not consented to by Landlord in advance and in writing. Landlord shall also have the right of access to the Premises at all times in the event of an emergency or exigent circumstances.

14. DEFAULT:

If: (i) the Premises shall be abandoned by Tenant; or (ii) Tenant fails to pay any rent or other sum due hereunder within fifteen (15) days of the date on which said rent or other sum is due hereunder, whether or not demanded; or (iii) Tenant defaults in the performance of any other agreement or covenant to be performed or observed by Tenant under this Lease, or violates any term or condition of this Lease, for ten (10) or more days after Landlord gives to Tenant notice of such default; or (iv) there shall be commenced by or against Tenant any proceeding in bankruptcy; or (v) if Tenant ceases its normal day-to-day business operations in the Premises for a period in excess of ten (10) consecutive business days, or (vi) if Landlord has given Tenant three (3) or more violation or default notices under this Lease within any 12-month period,

even if the defaults or violations have been cured within any applicable cure periods, then and in any one or more of such events Landlord may, at Landlord's sole election, terminate this Lease by entry upon the premises or by written notice, and the term hereof shall terminate immediately upon such entry or upon the giving of such notice, and Tenant shall thereupon quit and surrender the Premises to Landlord, and Landlord may, without further notice, re-enter the Premises with or without legal process and dispossess Tenant and remove Tenant's effects without being guilty of any trespass. In case of termination of the term of this Lease for any such cause, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled immediately as of the date of such termination to recover damages, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, which shall become due in its entirety as of the date of any such termination, less any proper credits, and Tenant shall also be immediately liable for any other expenses of Landlord incurred in connection with the retaking of possession of the Premises, the removal and storage of Tenant's effects, the reletting of the Premises (including, without limitation, tenant improvements necessary to relet the Premises and brokerage fees) and the recovery of damages. Any demand or notice to Tenant under this or any other section of this Lease shall be deemed effective and delivered to Tenant when (i) delivered in hand to the Tenant or to any other person of suitable age and discretion then residing or present in the Premises, or (ii) mailed to Tenant by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed. Landlord shall be entitled to collect from Tenant all attorney's fees and other costs and expenses incurred by Landlord in connection with the enforcement of any provision or obligation of this Lease.

15. LANDLORD'S DEFAULT:

Landlord shall not in any circumstances be deemed to be in default under this Lease unless and until such default shall have continued uncured after Tenant has given written notice of such default to Landlord, specifying the nature of such default, for a period of thirty (30) days, or for such longer period of time as may be reasonably necessary to cure the same.

16. INDEMNIFICATION:

Tenant covenants and agrees to forever indemnify, defend (with counsel acceptable to Landlord) and save harmless the Landlord from all loss, claims, actions, death, injury, destruction and damages of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, customers, licensees, agents, employees, guests or invitees, or arising in connection with Tenant's failure to comply with any of Tenant's obligations under this Lease, or arising from any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof (or thereafter if Tenant remains in possession of the Premises) in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, and shall survive any expiration or termination of this Lease.

17. INSURANCE:

Tenant shall at all times carry at its own expense, comprehensive public liability insurance on the Premises in the name of and for the benefit of the Tenant and the Landlord and written in an amount of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) or such other amount as Landlord may from time to time reasonably require covering such risks and with such responsible insurance companies as Landlord may from time to time require. The Tenant shall furnish to the Landlord annually upon request a certificate of such insurance, indicating that such insurance shall not be modified, cancelled or allowed to expire without at least thirty (30) days' prior written notice to the Landlord.

18. 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, and any fiduciary, any shareholder, any officer, any member, any manager, any employee, any partner, or any beneficiary of Landlord, are not personally liable for 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 Landlord.

19. END OF TERM:

Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of Tenant's default or otherwise, Tenant shall surrender the Premises to Landlord, broom clean, in as good condition as they now are or may later be put into by the Landlord or the Tenant, excepting only ordinary wear and tear, and damage by fire or other inevitable accident not the fault of any occupants of the Premises or their visitors. Upon the expiration of this lease Tenant is required, if applicable, to shampoo carpet by professional cleaner should the carpet be stained in excess. Tenant shall upon such termination remove all of Tenant's personal property, and trash from the premises. In the event of the Tenant's failure to remove any of the Tenant's property from the Premises as required hereunder, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of the Tenant, to remove and store any of the property at Tenant's expense, or to retain the same under Landlord's control or to sell at public or private sale, without notice, any or all of the property, and Tenant shall have no right to such property or to any of the proceeds of any such property left in the Premises. Tenant shall give Landlord 30 day notice from expiration day of lease on whether or not tenant plans on renewing his/her lease.

20. SECURITY DEPOSIT:

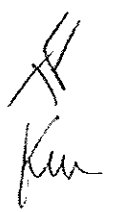
Tenant has deposited with Landlord the sum of EIGHT HUNDRED FIFTY Dollars and 00/100 (\$850.00) as security for the full, faithful and punctual performance by Tenant of all the terms and conditions of this Lease. If, during the term of this Lease, Landlord uses any portion of such security deposit to fulfill obligations of Tenant hereunder, Tenant will immediately upon demand deposit with Landlord sufficient monies to restore the security deposit to its original amount. Upon termination of this Lease, Landlord shall return the security deposit to Tenant within thirty (30) days after the later of tenant vacating the premises or the end of the term, after deducting any unpaid rent or other amounts, the cost of any repairs to the demised premises, replacement of any items listed on Exhibit A and not returned to Landlord in proper condition, and the cost of curing any other breach by Tenant of this Lease. Tenant may not apply their security deposit to their last month's rent.

21. HOLDOVER:

If the Premises are retained by Tenant with the written consent of Landlord beyond the term of this Lease or any extension or renewal thereof, Tenant shall be considered to be a tenant at will on all of the terms and conditions of this Lease, including the payment of rent. If such holding over is not with Landlord's written consent, no tenancy at will shall be created and the Tenant must vacate the Premises immediately on demand by Landlord.

22. PROHIBITIONS:

Tenant shall neither do nor permit any of the following without first obtaining the specific written consent of Landlord with respect thereto: (a) smoke in any area of the Premises or inside the Building; (b) throw any objects inside of the Building or out of any Building windows; (c) install, use or have any wood, kerosene or other stoves or heaters, other than portable electrical heaters which must be safe and properly used at all times; (d) place any nails



or screws in any woodwork, or more than a reasonable number of nails in any wall; (e) install, use or have any outside signs (including signs in windows), acrials, window boxes, flagpoles, or other fixtures of any kind visible from outside of the Building; (f) reside or allow any others to reside in the Premises; (g) place, wash or flush any, garbage, sanitary napkins, paper towels, disposable diapers, fat or other nonsoluble items or materials in or down any toilets or drains, except for food wastes properly disposed of through a functioning garbage disposal; (h) create or permit any holes in any walls or in any other part of the Building; (i) paint any part of the Premises; (j) interfere, modify or deal with any wiring, electrical or other utility installation in the Building; (k) commit or permit any damage to the Premises or the Building; (l) allow any yard sale or similar sale anywhere on the Building premises; (m) allow trash, discarded items, junk or other refuse to accumulate in the Premises or the Building for more than two (2) days, unless contained in a closed trash container within the Premises; (n) enter into any restricted areas of the Building for any purpose; (o) obstruct in any manner the hallways, entrances, exits, elevators, sidewalks or other common areas of the Building; (p) have any water-filled furniture in the Premises; (q) overload or improperly operate any appliances, electrical outlets, Building utility systems or Building floors, or in any other manner commit waste of the Premises or the Building; or (r) engage in or permit any activity which is loud, disruptive, abusive, unsightly, illegal, disreputable, creates foul odors, causes or constitutes a nuisance, or otherwise disturbs other tenants in the Building; (s) have any open flame and/or incense burning. In the event of any violation of any term of this Lease, Landlord shall have the immediate right without waiving the default to cure the same at Tenant's expense, and Tenant shall reimburse Landlord for the cost thereof within five (5) days after demand therefore by Landlord.

23. NOTICES:

Any and all notices required to be given or served by the terms and provisions of this Lease shall be sent by certified U.S. mail, postage prepaid, return receipt requested, or by hand delivery with receipt, to the following addresses or to such other address or addresses as either party shall from time to time designate by like notice to the other:

Landlord: Stone Coast Properties, LLC
142 High Street, Suite 513
Portland, Maine 04101

Tenant: THOMAS FALLEN, III
63 SMITH STREET
SOUTH PORTLAND, MAINE 04106

24. MORTGAGE SUBORDINATION:

Tenant agrees, at any time and from time to time, upon not less than Ten (10) days prior written request by Landlord or the holder of a mortgage on the Premises, to execute, acknowledge, and deliver to Landlord or such mortgage holder a written agreement with the holder of such mortgage providing that:

- a. The Tenant will not pay any rent under the Lease more than Thirty (30) days in advance of its due date;
- b. Tenant will not consent to the modification of any terms of this Lease nor to the termination thereof by the Landlord without the prior written consent of such mortgage holder; that the holder of such mortgage shall not be (i) liable for any act or omission of any prior landlord, or (ii) subject to any offsets or defenses which Tenant might have against any prior landlord;
- c. Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to



- the holder of such mortgage and until a reasonable period of time shall have elapsed following the giving of such notice during which period such holder shall have the right to remedy such act or omission;
- d. In the event the holder of such mortgage, its successors, transferees or assignees takes possession of the Premises or otherwise succeeds to the interest of Landlord hereunder, and upon written notice from said holder, its successors, transferees or assigns, Tenant shall attorn to the holder, its successors, transferees or assignees under this Lease, and the Lease shall continue in full force and effect so long as Tenant is not in default hereunder; and
 - e. Tenant will subordinate this Lease and the estate hereby created to the lien of any existing or future mortgage upon the Premises, provided the holder of such mortgage will enter into an agreement with Tenant that in the event of foreclosure or other action taken under the mortgage, the rights of Tenant shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease in case of the default of Tenant.

25. ESTOPPEL CERTIFICATES:

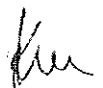
Tenant shall, within Ten (10) days after each and every request by Landlord execute, acknowledge, and deliver to Landlord a statement, in writing (a) certifying that the Lease is unmodified and in full force or effect (or if there had been modifications, that the same is in full force and effect as modified, in stating the modifications), (b) specifying the current annual base and additional rent and the date 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 knowledge of Tenant, any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the Lease and, if so, specifying each such event, (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 paragraph may be relied upon by any perspective assignee, transferee, or mortgagee of the Premises or any interest therein.

26. 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 entering into this Lease Agreement.

27. GENERAL:

This Lease shall inure to and be binding upon the respective heirs, personal representatives, successors and assigns of the parties. This Lease is governed by the laws of the State of Maine. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The headings in this Lease shall not be taken into account in construing the meaning of the provisions hereof. No waiver by Landlord of any breach of this Lease shall be effective unless it is in writing, and such a waiver shall not be considered to be a waiver of any other breach.



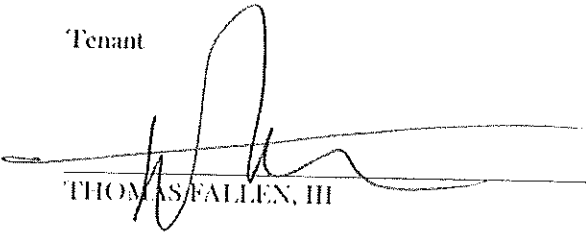
28. NO REPRESENTATIONS:

Except as otherwise provided by law, Landlord makes no representations as to the condition of the Premises or as to any of the contents thereof, or of any personal property located therein, and the Tenant accepts the same in their present condition, AS IS. The tenant acknowledges the fact that the building (142 High St, 609 Congress St.) is considered a "Working Theatre" and therefore has been given notice by Landlord that there may be times where there is excessive noise throughout the building, mainly concentrated on Friday and Saturday nights.

This Lease may be executed in counterpart originals and copies transmitted by facsimile shall have the same effect as originals.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals on the 3rd of NOVEMBER, 2014.

Tenant


THOMAS FALLEN, III

Landlord

Stone Coast Properties, LLC

By:


KERRYANN MCQUADE
Title: Rental Manager