Crostone Business Lease

CITY OF PORTLAND, MAINE · RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/02/17

For due consideration received by both parties, Crostone Portland LLC, a Vermont limited company with principal place of business at 210 College Street, Suite 201, Burlington, VT 05401 (hereinafter called the "Landlord"), hereby leases certain premises described below to Art Department (Hereinafter called "Tenant"), and Tenant hereby leases said premises from Landlord, on the following terms and conditions:

1. PREMISES. Suite# 613 Congress St (The "Premises") in the building (the "Building") located at 603-617 Congress Street and 142 High Street, Portland, Maine 04101. The Premises consists of approximately 598 square feet. In addition Landlord allows Tenant the use of the personal property described on Exhibit A attached hereto and made a part hereof (if blank, then there is none).
2. TERM. This Lease shall commence on 12-15-16 and shall expire on 11-30-19
3. RENT. Throughout the term of this Lease, Tenant shall pay to Landlord the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1 Year	$14,400.00	$1,200.00
2 Year	$15,600.00	$1,300.00
3 Year	$16,068.00	$1,339.00

Tenant shall pay base rent to Landlord without notice or demand, on the first day of each month (time being of the essence) in equal monthly installments, in advance, without any defense, deduction or setoff whatsoever. **Payments shall be delivered to: Crostone Portland LLC, c/o Redstone, 210 College Street, Suite 201, Burlington, VT 05401, Attention: Property Management.** Upon agreement of the parties, Tenant may pay rent by electronic funds transfer or ACH, and in such event the parties shall provide one another with such information and shall complete such forms as may be necessary to facilitate payment in such fashion. Landlord may assess a late fee equal to the greater of $25 or 10% of the amount due for each payment not received by Landlord by the 7th day of any month. Tenant will be in immediate default if Landlord has not received rent on or before the 10th day of any month, and any rent not received by such date shall bear interest from the due date to the date of payment at the rate of twelve percent (12%) per annum. Tenant shall pay Landlord a $35 fee for every check returned for insufficient funds or otherwise dishonored, and Landlord shall thereafter have the right to demand payment by cashier's check, certified check or money order. Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under other provisions of this Lease by Tenant to Landlord as additional rent. No payment by Tenant or receipt by Landlord of a lesser amount than any rents required by this Lease shall be deemed to be other than an account of the earliest stipulated rents or sums, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any sums be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

4. USE. The Premises shall be used only for purposes of Art Department which use must be made in accordance with all applicable laws, ordinances, regulations and all other governmental requirements, as well as all rules and regulations for the Building adopted by Landlord and modified from time to time in Landlord's discretion. 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. The Premises are not to be used as a residence. Tenant shall not install any window mounted air conditioning units in the Premises; the only air

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conditioning units that Tenant may install are floor units that exhaust out a window, which may only installed and removed by Landlord. At Tenant's request, Landlord shall store Tenant's floor units, cle labeled with Tenant's name, in the basement of the Building at no charge to Tenant during the months when air conditioning is not necessary. Tenant acknowledges that neither the Property nor the Premises are furnished with a security system and Tenant shall be responsible, at its own cost and expense, for installing a security system and or other security measures for the protection of the Premises and Tenant's personal property stored therein. Landlord shall not be held liable for any loss or damage to Tenant's personal property, fixtures or fit-up by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Tenant acknowledges that Landlord is not an insurer and Tenant assumes all risk of loss to its personal property, fixtures and fit-up, and further acknowledge that neither Landlord nor its agents have made any representation or warranty, nor has Tenant relied upon any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

5. **UTILITIES.** Tenant shall pay for all separately metered utilities used by Tenant, including, but not limited to electricity, telephone, cable and internet/broadband. The Landlord will pay for 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.

6. **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.

7. **PAINTING.** If Tenant chooses, with Landlord's permission, to paint the walls or ceiling of the Premises a different color, then Tenant shall pay Landlord an additional security deposit prior to performing such painting in an amount sufficient, in Landlord's determination, to repaint the walls white at the expiration or termination of the term, which amount shall be at least $250.00. Upon termination of this Lease, if the walls are not returned to their original state, the security deposit will be retained by Landlord for damages. Tenant does not plan on changing the color white that exists on the walls. A deposit is not required at this time.

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8. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet all or any part of Premises without the prior written consent of Landlord. Any purported assignment or sublet without Landlord's prior written consent shall be voidable at Landlord's option.

9. **MAINTENANCE.** Tenant accepts that the Premises are in good and satisfactory order and condition for Tenant's occupancy and use. Tenant agrees that Tenant shall make all necessary repairs to, and perform all normal maintenance of, the Premises. Tenant shall at all times maintain the Premises (including all fixtures and utility systems located therein, to the extent they serve only the Premises) in as good condition and repair as they were 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.

10. **TRASH REMOVAL.** The Tenant is responsible for all trash removal. Tenant shall deposit all trash in the location(s) established by Landlord from time to time. 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 of Tenant's trash is left in or near the Building.

11. **LOSS OR 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 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 or the Building. 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.

12. **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 un-tenantable, and in judgment of Landlord the Premises cannot in the exercise of reasonable diligence be rendered tenantable 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

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terminate, and the Landlord shall proceed at Landlord's expense to repair such damage, and the r hereunder shall abate proportionately according to the nature and extent of such damage until such re shall have been completed by Landlord.

13. **PETS.** Pets are conditionally welcome in the Building on the condition that all pets must be leashed at all times in the common areas of the Building (including hallways) and while entering and exiting the Building. Tenants must immediately clean up after their pets anywhere on the Property, including in the Building. Tenants must 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 prohibited from bringing their pets inside the Building.

14. **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 emergency or exigent circumstances.

15. **DEFAULT:** If: (i) the Premises shall be abandoned by Tenant; or (ii) Tenant fails to pay any rent or other sum due hereunder within ten (10) 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 similar insolvency law; 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 (including by changing the locks) and remove Tenant's effects without being guilty of any trespass, and Tenant waives any and all claims which it may have against Landlord, regardless of when the same arise, on account of such regaining of possession by Landlord or such exclusion. If Tenant fails to vacate and surrender the Premises, Tenant shall pay all costs reasonably incurred by Landlord in requiring Tenant to vacate, including reasonable attorneys' fees and disbursements and, further, will pay Landlord a daily occupancy charge equal to 200% of the average daily rental payable by Tenant. In case of termination 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

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for the full term as if the same had not been terminated, which shall become due in its entirety as of the d of any such termination, less any proper credits, and Tenant shall also be immediately liable for any ot expenses of Landlord incurred in connection with the retaking of possession of the Premises, the removal and storage of Tenant's effects, the re-letting of the Premises (including, without limitation, tenant improvements necessary to relet the Premises and brokerage fees) and the recovery of damages. 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. Landlord shall also have all other rights and remedies as may be available under applicable law or equity at the time of the occurrence of Tenant's default.

16. **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 for a period of thirty (30) days after Tenant shall have given Landlord written notice of such default, provided that Landlord shall have longer than thirty (30) days to cure any default that reasonably requires such longer period to cure, provided that Landlord shall commence to cure the default within the thirty (30) day period and shall thereafter diligently prosecute such cure to completion.

17. **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.

18. **INSURANCE.** Tenant, at Tenant's own cost and expense, shall maintain a policy or policies of liability insurance insuring Tenant against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, which may or may be claimed to have occurred on the Premises or in the vicinity of the same. Such policies shall be underwritten by insurance companies reasonably acceptable to Landlord, and shall cover such risks and be in such amounts as Landlord from time to time may reasonably request, but in any event in an amount not less than Five Hundred Thousand Dollars ($500,000.00) for injury to or death of any one person or for damage to or destruction or loss of property. Upon demand by Landlord, Tenant shall deliver to Landlord certificates of such insurance coverage evidencing that such coverage is actually in effect, which certificates shall name Landlord and Landlord's mortgage holder as additional insureds and loss payees. Tenant shall furnish to Landlord annually upon request a certificate of such insurance indicating that such insurance is in effect and shall not be modified, cancelled or allowed to expire without at least thirty (30) days' prior written notice to the Landlord.

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19. **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.
20. **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 are in at the commencement of the term or may later be put into by the Landlord or the Tenant, excepting only ordinary wear and tear, and damage by fire or other casualty not the fault of any occupants of the Premises or their visitors. 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 property left in the Premises.

21. **SECURITY DEPOSIT**. Tenant has deposited with Landlord the sum of $1,200.00 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 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 the security deposit to its payment of the last month's rent.**

22. **HOLD-OVER**. Tenant shall notify Landlord of its desire to renew or extend this Lease at least ninety (90) days prior to the expiration of the Term, time being of the essence, provided that this Lease shall not be deemed extended or renewed unless and until Landlord shall have agreed to a renewal or extension in writing. 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, on a month to month basis terminable by either party upon thirty (30) days' notice. If Tenant holds over without Landlord's written consent, no tenancy at will shall be created, Tenant must vacate the Premises immediately on demand by Landlord, and Tenant shall be considered a tenant at will until Tenant surrenders possession of the Premises, and Tenant agrees that such tenancy at will shall be upon all the same terms, conditions, and covenants of this Lease, except that the rent payable hereunder shall be doubled. In addition, Tenant agrees to pay Landlord's

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attorney's fees and related costs if Landlord must take legal action to evict or eject Tenant who is holdi over or to collect the holdover amount as set forth in this provision.

23. **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, or maintain or allow any open flames within 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), aerials, 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 non-soluble 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; (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, or (s) install any window mounted air conditioning units. In the event of any violation of any term of this Lease, in addition to all other rights and remedies available to Landlord at law or equity, 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 therefor by Landlord.

24. **NOTICE.** Any notices to be given pursuant to this Lease shall be sufficient if given by a writing (a) deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, (b) by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, (c) by facsimile or (d) by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

Landlord: Crostone Portland LLC
C/o Redstone
210 College Street, Suite 201
Burlington, VT 05401
Attention: Property Management
Telephone No.: (802) 658-7400

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Fax No.: (802) 860-3594

Tenant:

Art Department
613 Congress St
Portland, ME 04101

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by facsimile, when transmission has been electronically confirmed; and (iv) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or "out of office" message.

25. **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 one month in advance of its due date;

b. Tenant will not consent to the modification of any material 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.

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26. **ESTOPPEL CERTIFICATES.** Tenant shall, within ten (10) days after each and every request Landlord, execute, acknowledge, and deliver to Landlord a statement, in writing (a) certifying that the Le 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, and describing the modifications), (b) specifying the current annual base and additional rent due and the date to which such rent has been paid, (c) stating whether or not Landlord is in default in the 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 an 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, 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 hereunder. Any such statement delivered pursuant to this paragraph may be relied upon by any recipient or addressee thereof, including any prospective assignee, transferee, or mortgagee of the Premises or any interest therein.

27. **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.

28. **GENERAL.** This Lease shall inure to and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto; the term "Landlord" means only the owner of the Building for the time, and upon any transfer of title to the Building, the transferor shall automatically be relieved of all further liability under this Lease, and the transferee shall automatically be and become responsible for all obligations of Landlord hereunder. The parties waive the benefit of any rule that this Lease is to be construed strictly against one party or the other. 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 are included for convenience only and 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. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may consist of documents which are photocopies, portable document files, facsimile transmissions or similar reproduction methods; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days. The execution and delivery of this Lease has been duly authorized by all necessary corporate action on behalf of each party hereto, the persons executing this Lease on behalf of each party hereto have been duly authorized to do so, and this Lease is the legal, valid and binding obligation of Tenant and Landlord and is enforceable against Tenant and Landlord in accordance with its terms, subject, as to enforcement only, to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability of the rights of creditors generally.

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29. **DISCLAIMER AND NOTICE.** Except as otherwise provided by law, Landlord makes t representations as to the condition of the Premises or as to any of the contents thereof, or of any person property located therein, or the suitability of the Premises for Tenant's intended use, and Tenant accepts the Premises in its present condition, AS-IS. Tenant acknowledges that the Building contains a working theater/music hall and that there may be times were there is excessive noise throughout the Building, mainly concentrated on Friday and Saturday nights.

IN WITNESS WHEREOF, the parties herein have executed this Lease as of the dates set forth below.

LANDLORD:
Crostone Portland, LLC

Witness
Name:

Authorized Agent

Date: 12-7-16

TENANT:

Christine Chute
Name:

By:
Authorized Agent

Date: 12/7/16

Scott Miller
Witness
Name: Scott Miller 12/7/16