RESURGAM. CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/12/13

LEASE

LEASE made by and between **KAPLAN 742 LLC** of 49 Ocean Avenue, Portland, Maine 04103-5722 ("Landlord") and **Flour Power LLC** a Maine Limited Liability Company, with its majority members **J. Jay Villani** and **Matthew Purington** both of Portland, Maine ("Tenant").

WITNESSETH:

1. PREMISES LEASED. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, the following described real estate: land and building located at 742-748 Congress Street, in Portland, Maine; Map 054, Block G, Lot 004-001, (the "Premises").

2. COMMENCEMENT AND ENDING DATE OF TERM. To have and to hold for an initial term of three (3) years, said term and Tenant's obligation to pay rent hereunder to commence on February 1, 2013 and to end at midnight on January 31, 2016. With the signing and execution of the Lease the Tenant shall pay Landlord the first month's rent and NNN charges, last month's rent and current NNN charges (NNN charges to be increased at the time of the last month) and a security deposit equal to the last month's rent and NNN charges and change the utilities to the Tenant's name and responsibility.

3. Base Rent. Tenant agrees to promptly pay to Landlord rent as specified in Exhibit B due on or before the first of each calendar month, at such place as may from time to time be designated by Landlord, and without notice or demand and without setoff or deduction of any kind. Base Rent and NNN payments will commence May 1, 2013 with no rent due for February, March and April of 2013 only.

In the event that any payment due hereunder is not received by Landlord by the tenth (10th) day after such payment is due, then Tenant shall also pay to Landlord on demand a late payment service charge (to cover Landlord's administrative and overhead expenses of processing late payments) equal to the greater of one hundred dollars ($100.00) or six percent (6%) of such unpaid sum for each and every calendar month or part thereof after the due date that such sum has not been paid to Landlord. Such late payment service fee, which Tenant agrees is reasonable, shall be deemed liquidated damages and not a penalty.

In the event that any payment of rent or other sum due hereunder is not received by Landlord by the tenth (10th) day after such payment is due, then the amount of such rent or other sum due hereunder shall bear interest at an annual rate of eighteen percent (18%) (or the highest rate permitted under the laws of Maine, if less) from the date when originally due until paid.

4. ADDITIONAL RENT. Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be

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33. RENEWAL OPTION. Tenant shall have the option to renew for two (2) additional five (5) year terms with the same conditions, terms and requirements. The annual and monthly rent will be as stipulated in Exhibit "E to exercise these options, Tenant shall give written notice to Landlord not less than one hundred eighty (180) days prior to the end of the original three (3) year term. Tenant shall give written notice to Landlord not less than one hundred eighty (180) days prior to the end of the first five, (5) year option. If Tenant shall not give written notice prior to the one hundred eighty (180) days of the Lease ending or its renewal option ending; then the Tenant forfeits his option to renew.

34. TENANT'S RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to acquire the Premises in the event Landlord determines to sell the Premises during the term of this Lease and any renewals, provided, Tenant shall notify Landlord in writing of its intentions to exercise such right within fifteen (15) days of written notice of the proposed sale, and provided further, Tenant shall secure financing and close within thirty (30) days of its notice to Landlord of its intent to exercise such right. Tenant's right of first refusal is canceled, terminated and void if Tenant is not in complete compliance of all of the terms and conditions of this Lease.

35. RIDERS AND EXHIBITS. The following riders and exhibits are hereby incorporated herein by reference and to the extent that any of such rider or exhibits conflict with any of the foregoing provisions, the provisions of such riders or exhibits shall prevail:

Exhibit A Description of Premises
Exhibit B Rent Schedule
Personal Guaranty of Tenant's Principals

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of March 1, 2013.

Landlord, **KAPLAN 742 LLC**

G. Bowcott
Witness

by: Michael David Kaplan
Its member: **Michael David Kaplan**

Tenant: **Flour Power LLC**

G. Bowcott
Witness GARRY BOWCOTT

by: J. Jay Villani
J. Jay Villani

Tenant: **FlourPower LLC**

G. Bowcott
Witness

by: Matthew Purington
Matthew Purington

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