

COMMERCIAL LEASE

LEASE AGREEMENT made this first day of January 23rd, 2018 between Edward J. Arcand, Arcand Properties, LLC a place of business at 953 Congress St., Portland, ME 04101 ("Landlord") and Sarah Wason with a mailing address of Rosanna's Ice Cream LLC, 93 Concord St. #2, Portland, Maine 04103 ("Tenant").

1. PREMISES LEASED. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located at and commonly known as 953 Congress Street, Portland, Maine, including any fixtures and equipment included therein at the time of commencement of this Lease. Such property is hereinafter referred to as "the Premises."

2. TERM AND RENT.

- a. TO HAVE AND TO HOLD for a term commencing February 1, 2018 and ending at midnight on January 31, 2019.
- b. Tenant agrees to pay to Landlord rent for the premises as follows:
 - First 12 months: \$500/month
 - Second 12 months: \$1BD/month
 - Third 12 months: \$1BD/month
- c. Rent payments shall be payable in advance on the first day of each calendar month at such places as may be designated by Landlord.

3. USE OF PREMISES. Tenant shall use the premises solely for the purpose of a general neighborhood market and related activities.

4. COVENANTS OF TENANT. Tenant accepts the Premises "as is," and agrees as follows:

- a. To pay, when due, all rent and other charges set forth herein; to provide and pay all charges for personal property taxes for personal property located at or on the Premises; to pay all charges for electricity, garbage, heat, hot water, telephone, internet and other communication systems used at, and supplied to, the Premises, and other utilities not provided by Landlord. Tenant shall directly contract for utility service and shall solely be responsible for providing and paying for all utilities, and the like serving the premises during the term of this lease.
- b. To keep the Premises in as good order, repair and condition as the same are in at the commencement of the term, or may be put in thereafter, excepting damage by fire or unavoidable casualty and reasonable use and wear; and, at the termination of this Lease, to peaceably to yield up the Premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not permanently attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and rentable. If, upon the tenant vacating, the Landlord in writing permits Tenant to leave any such goods at the Premises, and Tenant does so, Tenant shall have no further claim or right in such goods as against Landlord or those claiming by through or under Landlord.
- c. Not to injure or deface the Premises or the Buildings thereon; not to permit any hazardous activities on the Premises except for those reasonable or necessary to conduct the permitted uses; not to permit or cause any public or private nuisance including but not limited to objectionable noise or odor; not to permit the use of the Premises for any purpose which is improper, offensive, contrary to law or ordinance.

- d. Not to assign this Lease without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.
- e. Not to make any further alterations or additions, without on each occasion obtaining the prior written consent of Landlord.
- f. That Landlord may enter the Premises to maintain, repair and replace pipes, ducts, wires, meters and any other fixtures in the Premises servicing the Premises. It is understood that Landlord shall not materially alter the pipes, equipment in and structural configuration of the Premises as the same exists as of the commencement of the term.
- g. To permit Landlord and its agents to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary; and to show the Premises to prospective purchasers and mortgagees; and to show the Premises to prospective tenants during the three (3) months preceding the expiration of this Lease upon 24 hours notice to the Tenant.
- h. To insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as are reasonable under the circumstances or as Landlord shall otherwise reasonable require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall within Ten (10) days of written request furnish Landlord with a certificate of such insurance.
- i. Not knowingly to permit any guest, customer, employee, contractor or associate of the Tenant to violate any covenant or obligation of Tenant hereunder.
- j. Not to suffer or permit any lien to be placed against the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of Tenant, to pay and remove the same within thirty (30) days of its perfection.
- k. To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by Tenant of the Premises.
- l. That the rights and remedies to which Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which Landlord may be entitled in case of any breach by Tenant of any provision of this Lease.
- m. That if Tenant shall at any time breach or default in the performance of any of the material obligations of Tenant under this Lease, Landlord shall have the right to perform such obligations of Tenant including the payment of money and the performance of any other act. All sums so paid by Landlord and all necessary incidental costs and expense in connection therewith shall be deemed to be additional rent payable to Landlord.
- n. That Tenant shall not remove or replace any of Landlord's fixtures or personal property without the express written consent of Landlord.
- o. Upon termination of the Lease, if Tenant is not in default of any terms hereunder, then Tenant may remove any personal property or fixtures installed by Tenant on condition that any personal property or fixtures belonging to Landlord be reinstalled at Tenant's expense and in the same working condition as such were in at the commencement of this Lease. If Tenant shall fail to replace such personal property or fixtures, then Landlord may do so at the Tenant's expense. In the event that Landlord's equipment or fixtures are temporarily replaced and removed from the premises for storage, the items shall be marked as being Landlord's property and shall be subject to the terms hereof.

5. COVENANTS OF LANDLORD: The Landlord agrees:
- a. That the Landlord is solely responsible for payment of all real estate taxes, water and sewer assessments;
 - b. That the Tenant may sublease the property for use consistent with the terms of this lease upon prior written consent, which consent shall not be unreasonably withheld;
 - c. That the Landlord shall be liable for its negligence and the negligence of its employees. The Landlord agrees to maintain during the term of this Lease and any renewal terms a general comprehensive liability insurance policy with reasonable coverage, and to provide the Tenant with a copy of such policy or binder upon the Tenant's written request.

6. CASUALTY DAMAGE AND EMINENT DOMAIN. If the Premises, or a substantial part of it, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority, then this Lease shall terminate at the election of the Tenant which election may be made whether or not Landlord's entire interest has been divested; and if the Tenant shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, a just proportion of the rent according to the nature and extent of the damage shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Tenant shall give Landlord notice of his decision to terminate this Lease within ninety (90) days after any occurrence giving rise to Tenant's right to so terminate or restore.

6. TENANT DEFAULT. Tenant covenants and agrees that (a) if Tenant shall be in default in the payment of rent or any other payment of sum required of Tenant hereunder and such default shall continue for more than five (5) days after the same shall be due or (b) if Tenant shall be in default of its other covenants, agreements or obligations, by it to be performed hereunder, and written notice of such default shall be sent to Tenant by Landlord, and if such default has not been cured within thirty (30) days after receipt of such written notice by Tenant, Landlord shall have all remedies provided by law.

7. LANDLORD SELF-HELP. If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained or its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor.

8. LANDLORD DEFAULT. Landlord shall be in default in the performance of any of its obligations hereunder if Landlord shall have failed to perform such obligations within fifteen (15) days or such addition time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

9. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall accrue to and bind their respective successors and assigns. The parties agree to execute a

Memorandum of Lease which may be recorded, at the Tenant's expense, in the Cumberland County Registry of Deeds.

10. QUIET ENJOYMENT. Upon payment by Tenant of the rent herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance for interruption by Landlord or any person or persons claiming by, through or under Landlord.

11. WAIVER. The waiver by Landlord of any breach of any term herein contained shall not be deemed to be a waiver of such term on any subsequent breach of the same, or any other term herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term of this Lease, other than the failure of Tenant to pay the particular rent so accepted.

12. NOTICES. Any notice, demand or request which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid and shall be addressed:

(a) if to the Landlord: Edward J. Arcand
128 Free Street
Portland, ME 04101

or at such other address as Landlord may designate by written notice, with a copy to Samuel M. Sherry, Esq., P.O. Box 18201, Portland, ME 04112

(b) if to Tenant: Sarah Wason
Rosanna's Ice Cream LLC
93 Concord St. #2,
Portland, Maine 04103

or at such other address as Tenant shall designate by written notice.

13. HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant.

During such month-to-month tenancy, the provisions of this Lease, including the rent provisions for the period just preceding such termination, shall be applicable. Except as provided herein in the event of a breach, termination or other cause, Landlord or Tenant may terminate any such month-to-month tenancy by giving the other thirty (30) days prior written notice.

14. MISCELLANEOUS.

(a) The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease.

(b) If any provision of this Lease, or its application to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein. There are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

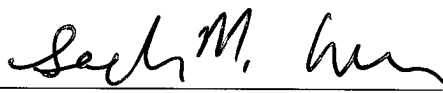
WITNESSETH:

Date January 23, 2018



By: Edward Arcand, President

Date January 23, 2018



By: Sarah Wason

