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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of April 11, 2017, is by and between **STEPHEN E. MARDIGAN**, with a mailing address of 460 Baxter Boulevard, Portland, Maine 04103 ("Landlord") and **KEITH COSTELLO**, with a mailing address of 570 Brighton Ave, Portland, Maine 04102 ("Tenant").

RECITALS:

A. Landlord owns certain real property and improvements commonly known as 935 Congress Street, Portland, Maine (the "Property"). The Property is improved with a single story building plus basement (the "Building") containing approximately 2,100 square feet.

B. Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord the Property (the "Leased Premises").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises for the term and rental hereinafter provided and upon the conditions, covenants and agreements hereinafter set forth.

2. Term.

(a) The initial term of this Lease (the "Initial Term") shall be for five (5) years, commencing on March 15, 2017 (the "Commencement Date") and ending on April 30, 2022.

(b) (i) Subject to the provisions of this Section 2.2(b), Landlord hereby grants to Tenant the right to extend the term of this Lease for a five (5) year period from May 1, 2022 to April 30, 2027, inclusive (the "1st Option Period"). Tenant's right to extend the term of this Lease for the 1st Option Period is contingent upon the following: (i) Tenant shall not be in default under this Lease as of the exercise of its extension right or as of the



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day preceding the commencement of the Option Period in question; and (ii) Tenant is occupying the entire Leased Premises.

(ii) To exercise its right to extend the term of this Lease for the 1st Option Period, Tenant shall deliver to Landlord a written notice of the exercise of the Option prior to April 1, 2021.

(iii) All of the terms and conditions of this Lease shall be applicable in the event of an extension hereof pursuant to this Section. The word "Term", as used herein shall mean the Initial Term; provided, however, if the term of this Lease is extended as provided herein, the word "Term" shall mean the Initial Term as so extended.

3. Rent.

(a) **Base Rent during the Term.** Tenant covenants and agrees to pay to Landlord an annual base rental (the "Base Rent") for the Leased Premises as follows:

During the Initial Term: \$2,650 per month.

During the 1st Option Period - for the period from May 1, 2022 to April, 2027: Rent will increase by 3% per year.

(b) **Payment.** Tenant's obligation to pay the Base Rent shall commence 30 days after the date Tenant is open for business. All Rental Payments shall be paid in advance, on the first (1st) day of each calendar month, without notice, setoff or deduction, in lawful money of the United States of America, at the address of Landlord as set forth in Section 32, or at such other place as Landlord may from time to time designate in writing.

(c) **Late Charge.** If Tenant does not pay the Rental Payments or the additional rent (as herein defined) within three (3) days after the date due pursuant to the terms of this Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge equal to six percent (6%) of the unpaid amount for each month or part thereof that Tenant fails to pay said amount.

(d) **Net Rent.** It is the intention of the parties hereto that, except as otherwise expressly set forth herein, the rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord the net annual rent specified herein during the Term, and, except as otherwise expressly set forth herein, all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by Tenant. Except as otherwise expressly set forth herein, this Lease shall not terminate, nor shall Tenant have any right to terminate or avoid this Lease, nor shall Tenant be entitled to the abatement of any Rental Payment or additional rent, or any reduction thereof, nor shall the obligations and liabilities of Tenant under this Lease be in any way affected for any reason. The obligations of Tenant under this Lease shall be separate and independent covenants and agreements.

4. Utilities.

Tenant will contract for and pay all charges for heat, electricity, water, sewer, Portland storm water charge, gas, television, internet, as well as for any communications or other services or utilities at any time rendered or used on or about the Leased Premises, to the company providing the same before any interest or penalty may be added thereto.



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5. Taxes and Maintenance Expenses.

(a) Tenant shall pay before delinquency any and all personal property taxes, assessments, license taxes, sales and use taxes, employment taxes and other charges levied, assessed or imposed and which become payable during the Term upon Tenant's operations or upon the equipment, furniture, appliances or trade fixtures and other personal property of Tenant of any kind installed or located on the Leased Premises.

(b) Except as otherwise expressly set forth herein, Tenant shall be responsible for the payment of all costs and expenses incurred from the Commencement Date through the Term that are associated with or related to the Leased Premises and the use, occupancy, operation, maintenance and repair thereof, except as performed by Landlord and charged to Tenant as Operating Expenses pursuant to Section 3(c) above.

6. Use and Signage.

(a) The Leased Premises shall be used by Tenant solely for operating a restaurant and uses accessory thereto and/or any other uses permitted under the municipal zoning ordinance, and for no other purposes without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall use the Leased Premises in a careful, safe and proper manner and shall not use or permit the Leased Premises to be used for any purposes prohibited by the laws of the United States or the State of Maine or the ordinances of the City of Portland. Tenant shall keep the Leased Premises in a neat and sanitary condition, shall properly vent all odors, and shall not commit or permit any nuisance or waste on or in, or about the Leased Premises. Tenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations and this Lease. Landlord hereby acknowledges and agrees that Tenant will be operating a restaurant and bar and that odors, sounds and smells generated or produced in connection therewith shall be permitted and shall not constitute a violation of the provisions of this Lease provided the same do not violate any local or state laws, codes, regulations or ordinances.

(b) Tenant shall have the right, with Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, to affix and maintain upon the exterior wall of the Building and/or upon any existing pylon sign an identification sign. Any such sign shall be installed and maintained by Tenant at its sole cost and expense and shall comply with all laws, ordinances or regulations applicable thereto.

(c) Tenant shall have the right, with Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, to place signs in the exterior windows and doors of the Leased Premises, so long as the area of the exterior windows and doors covered by said signs does not exceed, in the aggregate, twenty percent (20%) of the window or door area and said signs otherwise comply with all laws, ordinances or regulations applicable thereto.

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7. Compliance with Laws.

(a) Tenant covenants and agrees that during the Term, it shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials thereof (collectively, the "Laws") with respect to the Leased Premises and Tenant's use or occupancy thereof, including without limitation, at Tenant's cost, to alter, maintain or restore the Leased Premises in compliance with all laws relating to the condition, use or occupancy of the Leased Premises, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both. The foregoing provisions shall not be deemed to impose upon Tenant the obligation to comply with such Laws if (i) such compliance relates to the portions of the Property to be maintained by Landlord under Section 9(b) and (ii) such compliance is not attributable to Tenant's use or occupancy of the Leased Premises or to the acts, negligence or omission of Tenant or its agents, employees and contractors.

(b) (i) Supplementing the provisions of Section 7(a), Tenant shall comply, at its sole cost and expense, with all Laws relating to (i) air emissions, (ii) water discharges, (iii) noise emissions, (iv) air, water or ground pollution, or (v) any other environmental or health matter (collectively, "Environmental Laws") during the Term in connection with its use and occupancy of the Leased Premises. Tenant shall not be responsible for any compliance attributable to any event or act which occurred prior to the Commencement Date or after the expiration date of this Lease or which is due to the acts, negligence or omission of Landlord or its agents, employees, invitees, other tenants and/or contractors.

(ii) Tenant shall deliver promptly to Landlord a true and complete photocopy of any correspondence, notice, report, sampling, test, finding, declaration, submission, order, complaint, citation or any other instrument, document, agreement and/or information submitted to Tenant, or received from, any governmental entity, department or agency in connection with any Environmental Law relating to or affecting Tenant, Tenant's employees, Tenant's use and occupancy of the Leased Premises and/or the Leased Premises.

(iii) Notwithstanding anything to the contrary contained in this Lease, Tenant shall not cause or permit any hazardous substance or hazardous waste to be brought, kept or stored on or about the Leased Premises except for those hazardous substances expressly set forth in clause (iv) of this Section 7(b), and Tenant shall not engage in, or permit any other person or entity to engage in, any activity, operation or business on or about the Leased Premises which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances and/or hazardous wastes.

(iv) Tenant hereby advises Landlord that Tenant may be using certain normal and customary cleaning supplies in the Leased Premises that are hazardous substances. Notwithstanding the provisions of clause (iii) of this Section 7(b), Landlord agrees that Tenant may use such normal and customary cleaning supplies in accordance with the applicable Environmental Laws. Tenant covenants and agrees to comply with the requirements of the immediately preceding sentence in connection with the storage, handling and/or disposal of such cleaning supplies.

(v) If a spill or discharge of a hazardous substance or a hazardous waste occurs on the Leased Premises, Tenant shall give Landlord immediate oral and written notice of such spill and/or discharge, setting forth in reasonable detail all relevant facts. In the event such spill or discharge arose out of or in connection with Tenant's use and occupancy of the Leased Premises,



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or in the event such spill or discharge was caused by the act, negligence or omission of Tenant or Tenant's employees, agents, contractors, or visitors, then Tenant shall pay all reasonable costs and expenses relating to compliance with the applicable Environmental Law (including, without limitation, the costs and expenses of the site investigations and of the removal and remediation of such hazardous substance or hazardous wastes).

(vi) Without relieving Tenant of its obligations under this Lease and without waiving any default by Tenant under this Lease, upon the failure of Tenant to comply with the Environmental Laws within thirty (30) days of written notice of the same from Landlord, Landlord shall have the right, but not the obligation, to take such action as Landlord deems reasonably necessary or advisable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any spill or discharge of any hazardous substance or hazardous waste. In the event such spill or discharge arose out of or in connection with Tenant's use and occupancy of the Leased Premises, or in the event such spill or discharge was caused by the act, negligence or omission of Tenant or Tenant's employees, agents, contractors, or visitors, then Tenant shall pay to Landlord on demand, as additional rent, all reasonable costs and expenses incurred by Landlord in connection with any reasonable action taken by Landlord; provided, however, that such written demand shall reasonably document such costs and expenses.

(vii) If Landlord requires any affidavits, certifications or other information within the knowledge of Tenant in connection with Landlord's compliance with any Environmental Laws, Tenant agrees to cooperate with Landlord and to deliver to Landlord without charge all such documents to the extent Tenant has knowledge and can truthfully respond or provide such information within ten (10) business days after Tenant's receipt of said written request.

(viii) Landlord's and Tenant's obligations under this Section 7(b) shall survive the expiration or earlier termination of this Lease.

8. Alterations and Improvements.

(a) Tenant acknowledges that it is leasing the Leased Premises "as is" and "where is" and that, except as provided in Paragraph 9 (b) herein, Landlord is not responsible for making any improvements or alterations to the Leased Premises, except for those items listed in the Addendum attached. Tenant shall not make any improvements, alterations, additions or installments to the Leased Premises without Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, if such improvements, alterations, additions or installments involve any structural work or alter the exterior of the Building, then Landlord may withhold his approval in his sole discretion.

(b) Except to the extent caused by the gross negligence or willful conduct of Landlord, Tenant hereby releases and agrees to hold Landlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with improvements, alterations, additions or installations on or to the Leased Premises. Tenant shall pay the cost of all such improvements, alterations, additions, or installations and also the cost of painting, restoring or repairing the Building occasioned by such improvements, alterations, additions, or installations.

(c) Any improvements, alterations, additions or installations including, but not limited to all restaurant equipment, furniture and fixtures made by Tenant (i) shall be completed expeditiously and in a good and workmanlike manner, (ii) shall be completed in accordance with all drawings or plans approved by Landlord (which approval shall not be unreasonably withheld), (iii) shall comply with all insurance requirements and all laws, ordinances, rules and regulations



of all applicable governmental authorities, (iv) shall be completed free and clear of all liens and other encumbrances, as required under Section 10, (v) shall be performed by contractors approved by Landlord (which approval shall not be unreasonably withheld) to the extent such improvements, alterations, additions or installations affect (x) any electrical, plumbing, mechanical or other system located within the Leased Premises, or (y) any structural work or exterior work approved by Landlord, (vi) shall be performed during a time and in a manner as to minimize any disturbance to or interference with the business of any other tenant of the Building, and (vii) except as otherwise provided herein, shall immediately become the property of Landlord and surrendered to Landlord upon the expiration or termination of this Lease, unless required to be removed as provided in the next sentence. Notwithstanding the foregoing, upon expiration or other termination of this Lease, Tenant shall, at Tenant's sole cost and expense, promptly and with all due diligence remove any equipment and furniture of Tenants at the Leases Premises, and Tenant may, in its sole discretion, promptly and with all due diligence, remove any of the fixtures Tenant caused to be installed at any time at the Leases Premises provided, however, that any equipment, furniture and/or fixtures originally provided by Landlord, and subsequently replaced by Tenant, shall not be removed without either: (i) the return of the original or equivalent, equipment, furniture and/or fixtures originally provided by Landlord; or (ii) the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; and, in either of such cases, Tenant shall repair any damage to the Building and/or the Leased Premises caused by such removal.

9. Maintenance and Repairs; Janitorial; Extermination; Dumpsters. Snow Removal.

(a) Tenant's Repairs. Tenant shall keep the Leased Premises and the fixtures and improvements therein or thereon in good condition and repair, including, without limitation, routine maintenance of the heating, air-conditioning and ventilation system ("HVAC System") servicing the Leased Premises and all other plumbing, electrical, and other systems located within and exclusively servicing the Leased Premises, and, at its sole cost and expense, Tenant shall make repairs, restorations or replacements as and when needed to preserve them in good working order, condition and repair. Supplementing the foregoing, Tenant shall maintain, in full force and effect, throughout the Term, at Tenant's cost and expense, a third-party service maintenance contract on the HVAC System, and shall follow all reasonable recommendations of said third-party, including the periodic replacement of filters, belts and other items. If Tenant fails to maintain such maintenance contract or fails to follow such reasonable recommendations as required in the preceding sentence, and such failure continues for a period of thirty (30) days after written notice (provided that no advance notice shall be necessary in the event of an emergency), then Landlord may, but shall not be obligated to, obtain such maintenance contracts and to make such periodic replacements at the expense of Tenant and such expense shall be due as additional rent within fifteen (15) days after written demand. Tenant shall comply with all provisions of Sections 8 and 10 of this Lease in connection with such repairs, restorations and replacements. There shall be no allowance to Tenant for diminution of the rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to or interruption of business arising from Landlord, Tenant or any other party making any such repairs, restorations or replacements, alterations, additions or improvements in or to any portion of the Leased Premises.

(b) Landlord's Repairs. Landlord shall be responsible for all structural repairs and replacements of the Leased Premises, or parts and/or components thereof, including but not limited to the maintenance, repair and replacement of the foundation of the Building, the exterior of the Building (including, without limitation, the exterior windows), the roof of the Building, the



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structural supports of the Building, the Building systems (other than the HVAC System and those systems located within and exclusively serving the Building), the parking lot, the sidewalks, and the landscaped areas. Provided, however, if any such maintenance or repairs are required as a result of the acts of Tenant, its agents, customers, employees and contractors, then Tenant shall reimburse Landlord for the costs and expenses relating thereto within fifteen (15) days after written demand by Landlord. Landlord shall have access to the Leased Premises to the extent necessary to conduct such repairs.

(c) **Janitorial.** Tenant shall contract for, and pay all costs and expenses relating to, janitorial services for the Leased Premises and window cleaning for those exterior windows relating to the Leased Premises.

(d) **Extermination.** Tenant shall contract for extermination services for the Leased Premises, and such costs shall be paid by Tenant directly to the appropriate third party vendors. Said services shall be provided from time to time as and when commercially reasonable, but not less than one (1) time during each month during the Term.

(e) **Dumpsters.** Tenant shall contract for, and pay all costs and expenses relating to, a dumpster for the garbage (other than cardboard or grease) generated by Tenant's operations at the Leased Premises. Tenant's dumpster shall be located in the parking lot.

(f) **Snow Removal.** Tenant shall contract for and pay all costs and expenses related to snow and ice removal and treatment from all parking areas, walkways, sidewalks, porches, decks, entryways and other public, or private, areas requiring snow removal and ice treatment. In the event snow storage on the Property is insufficient, Tenant, at Tenant's sole cost and expense, cause the snow and ice to be removed from the Property.

(g) **Landscaping, lawn, exterior grounds maintenance.** Tenant shall contract for and pay all costs and expenses related to lawn care, annual landscaping maintenance, including, but not limited to mulching planted areas, replacing damaged trees and shrubs, lawn mowing, parking area sweeping, striping of parking stalls, maintaining handicap accessible parking signage and other similar exterior maintenance.

10. Mechanic's Liens.

Tenant shall pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises, and Tenant shall keep the Leased Premises free and clear of all mechanic's liens and other liens on account of work done for Tenant or persons claiming under it. Tenant shall indemnify and hold Landlord harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature for work performed for, or materials or supplies furnished to, Tenant or persons claiming under it. Landlord may require, at Landlord's sole option, as a condition to his consent to any such work, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion



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bond in an amount equal to one and one-half times the estimated cost of any improvements, additions, or alterations that Tenant desires to make.

11. Quiet Enjoyment.

Landlord covenants and agrees with Tenant that, so long as Tenant is not in default under this Lease (after the giving of any applicable notice and the expiration of any applicable cure or grace period), Tenant may peaceably and quietly enjoy the Leased Premises subject, nevertheless, to the terms and conditions of this Lease, including without limitation Section 24 hereof.

12. Assignment or Subletting.

Tenant shall not, either voluntarily or by operation of law, transfer, mortgage or assign this Lease or any interest herein, or sublet the Leased Premises or any portion thereof, or otherwise allow or suffer the Leased Premises or any portion thereof to be used by any other person, without the prior written consent of Landlord in each instance. In connection with any assignment of this Lease, or any sublease of all or any portion of the Leased Premises, or any use of the Leased Premises by any other person, Landlord agrees not to unreasonably withhold or delay his consent; provided, however, Landlord shall have the right, based on Landlord's sole and absolute discretion, to reject any proposed assignee, subtenant or other occupant based upon said person's proposed use of the Leased Premises. Any transfer of a partnership interest, membership interest in a limited liability company, or stock, or the issuance or redemption thereof that singly, or in the aggregate, results in a change in the legal or beneficial ownership of the majority of the membership interest of Tenant as it exists on the date of this Lease, shall be deemed to be a transfer in violation of this Section, unless Landlord's prior written consent is obtained as provided herein. Any such attempted assignments, subletting or occupancy without Landlord's prior written consent shall be void and shall confer no rights whatsoever on any party and shall, at Landlord's option, constitute a default hereunder. The consent by Landlord to an assignment, subletting, or occupancy shall not relieve Tenant from primary liability hereunder or from the obligation to obtain the express consent in writing of Landlord to any further assignment, subletting, or occupancy. If Tenant shall request Landlord's consent to an assignment, subletting or occupancy hereunder, (i) Tenant shall pay Landlord's expenses, including reasonable legal fees, incurred in connection with the processing and reviewing of documents necessary to evaluate such request, and (ii) Tenant shall pay to Landlord 50% of any net profit (after deducting reasonable attorneys' fees, customary brokerage commissions, the then net unamortized or undepreciated cost of any fixtures, equipment, and leasehold improvements made by Tenant at its sole cost that are sold to assignee or included in the subletting, and reasonable fit-up costs) generated by such assignment, sublease or occupancy.

13. Casualty Loss.

(a) If, at any time during the Term, the Leased Premises shall be damaged or destroyed in whole or in part by fire or other cause, then Landlord, at his own cost and expense, shall repair and restore the Leased Premises to the condition originally delivered to Tenant, to the extent possible within the limits of insurance proceeds made available for such repair within a period of time, which, under all prevailing circumstances, shall be reasonable. If, however, such



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damage shall be so great that Landlord's architect or engineer shall certify in writing to Landlord and Tenant that the Leased Premises, with the exercise of reasonable diligence, but without the payment of overtime or other premiums, cannot be restored within one hundred eighty (180) days from the happening of the fire or other casualty, then Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other within twenty (20) business days after the receipt of such certification, to elect to terminate this Lease. In addition, (i) if Landlord's architect or engineer certifies that the restoration can be completed within the aforesaid one hundred eighty (180) day period, but Landlord fails to complete the same within said one hundred eighty (180) day period (as the same may be extended by the number of days of delay caused by Tenant), or (ii) if neither party timely elects to terminate this Lease as provided in the immediately preceding sentence, but Landlord fails to substantially complete the restoration within twenty (20) days after the expiration of the time period estimated by Landlord's architect or engineer, then Tenant shall have an additional right, in either case, to terminate this Lease by notice given to Landlord at any time after the expiration of the time period in clause (i) or (ii) of this sentence. Except as expressly provided in this Section 13(a), this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Rental Payments payable hereunder from the date of such damage or destruction of the Leased Premises until such time as the Leased Premises are restored or this Lease is terminated, whichever is applicable; such proportionate reduction shall be based upon the extent to which the damage and the making of such repairs shall interfere with the business carried on by Tenant in the Leased Premises. The foregoing notwithstanding, if the damage is due to the gross negligence or willful misconduct of Tenant or its employees, there shall be no abatement of the Rental Payments, and Tenant shall have no right to terminate this Lease. Unless due to the gross negligence or willful misconduct of Landlord or its employees, Landlord shall not be required to repair any injury or damage by fire or other cause, or to make repairs or replacements of, any trade fixtures, equipment, or other personal property of Tenant.

(b) If this Lease is terminated pursuant to this Section, Tenant shall surrender to Landlord the Leased Premises in accordance with the provisions of Section 18. All Rental Payments and additional rent payable hereunder shall be apportioned as of the date of such termination, and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the date of such termination.

14. Eminent Domain.

If the entire Leased Premises is taken by any public authority under the power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu of such taking, or if any portion of the Leased Premises is so taken or conveyed so as to render the remainder of the Leased Premises unsuitable for the conduct of Tenant's business thereat, then the term of this Lease shall cease as of the day possession shall be taken by such public authority or the date of the conveyance, and the Rental Payments and additional rent payable hereunder shall be duly apportioned as of the date of such taking or conveyance. If any portion of the Leased Premises shall be taken or conveyed as described above, but such taking or conveyance does not render the Leased Premises unsuitable for the conduct of Tenant's business thereat, then Landlord may, at his option, elect to terminate this Lease by written notice given to Tenant of such termination within sixty (60) days after such taking or conveyance; in such event, this Lease



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shall forthwith cease and terminate and the Rental Payments and additional rent payable hereunder shall be duly apportioned as of the date of such termination. If Landlord does not exercise the option to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall make those repairs to the Leased Premises that are reasonably necessary to permit Tenant to continue to operate its business within the Leased Premises; provided, however, the Rental Payments and additional rent payable under this Lease shall be duly apportioned as of the date of such taking or conveyance. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Landlord. Tenant may separately claim and recover from the condemning authority, but not from Landlord, the value of the remaining Term and the value of any personal property of Tenant that Tenant was entitled to remove pursuant to the Lease.

15. Insurance.

(a) During the Term, Tenant shall maintain, at its expense, with an insurance company or companies qualified to do business in the State of Maine that are rated A- or better by Best's Key Rating Guide, (i) general liability insurance policy including, but not limited to, all forms of liquor liability insurance, against claims for bodily injury, personal injury, death, or property damage on or about the Leased Premises in an amount not less than \$2,000,000.00, and (ii) workers' compensation insurance coverage for the full statutory liability of Tenant. The insurance described in clause (i) shall name Landlord, Landlord's mortgagee (if any and provided Landlord has provided the name and address of the same to Tenant in writing) and Tenant, as their respective interests may appear. The applicable insurance policies or certificates thereof shall be delivered to Landlord prior to occupancy of the Leased Premises by Tenant and at least ten (10) days prior to expiration of any such policy. Such policies shall state that they shall not be canceled, reduced or amended without ten (10) days' prior written notice to Landlord and Landlord's mortgagee. All such policies shall be written as primary policies not contributing with and not in excess of any coverage that Landlord may carry. Upon receipt of a notice of cancellation of such insurance, unless Tenant has provided Landlord with an insurance certificate in the form required hereinabove for a replacement policy or policies before the cancellation date set forth in any such notice, Landlord may pay the premium to reinstate the same and the amount so paid shall constitute additional rent to be paid by Tenant upon written demand.

(b) Tenant agrees to have included in its general liability insurance policy, and in any insurance policy insuring Tenant's personal property, trade fixtures, equipment and improvements against loss, damage or destruction by fire or other casualty, a waiver of the insurer's right of subrogation against Landlord. If there is any extra charge for such waiver, Landlord shall pay the extra charge therefor. If such waiver is not enforceable or is unattainable, then such insurance policy shall contain either (i) an express agreement that such policy shall not be invalidated if Tenant waives the right of recovery against Landlord or (ii) any other form for the release of Landlord. If such waiver, agreement or release shall not be, or shall cease to be, obtainable from Tenant's insurance company, then Tenant shall notify Landlord of such fact and Tenant shall use its best efforts to obtain such waiver, agreement or release from another insurance company satisfying the requirements of this Lease.



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16. Trade Fixtures.

Tenant may install or cause to be installed in the Leased Premises such equipment and trade fixtures as are reasonably necessary for the operation of its business provided Tenant complies with the provisions of Section 8 to the extent any improvements, alterations, or additions are required to the Leased Premises in connection with such installation. Tenant shall be entitled to remove such equipment and trade fixtures installed by Tenant at any time during the Term or upon the expiration or earlier termination of this Lease, provided that Tenant is not then in default hereunder. Tenant covenants and agrees, at its own expense, to immediately repair any damage to the Leased Premises or the Building attributable to the removal of any of Tenant's equipment and trade fixtures, and this provision shall survive the expiration or termination of this Lease.

17. Access to Leased Premises.

Landlord and Landlord's agent shall have the right to enter the Leased Premises at all reasonable times upon at least twenty-four (24) hours prior notice (excepting in the case of an emergency) to examine them, show them to prospective purchasers or mortgagees, and to make and perform such maintenance, repairs and other work that Landlord may be required to perform under this Lease or as Landlord may deem necessary for the safety, improvement or preservation of the Leased Premises, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damages for any injury or interference with Tenant's business or loss of quiet enjoyment. Landlord shall make any such entrance, maintenance, repairs and/or other work in such a manner as to minimize any disturbance or interference with Tenant's right of quiet enjoyment of the Leased Premises.

18. End of Term.

At the expiration or termination of this Lease, Tenant shall promptly quit and surrender the Leased Premises to Landlord broom clean and in good order and condition, ordinary wear excepted, and free from debris, trash and waste. All trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant within ten days after expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account therefor or, at Landlord's option, Landlord can have such trade fixtures and items removed and the cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant.

19. Release and Indemnity.

(a) Tenant shall neither hold nor attempt to hold Landlord or Landlord's employees or agents liable for, and Tenant shall defend, hold harmless and indemnify Landlord and Landlord's employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, reasonable attorneys' fees) incurred by Landlord in investigating and resisting the same, incurred in connection with or as a result of, or arising from any of the following:

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(i) use or occupancy of the Leased Premises by Tenant, its agents, employees, contractors, subtenants, invitees or visitors;

(ii) any acts, omissions or negligence of Tenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind, or from any breach or default in the performance of any provisions of this Lease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons; or

(iii) any injury to, or the death of, any person, or any loss or damage to any property on or about the Leased Premises, except to the extent caused by any act, omission, or negligence of Landlord or his agents, employees, contractors, tenants, invitees or visitors.

(b) Landlord shall neither hold nor attempt to hold Tenant or Tenant's employees or agents liable for, and Landlord shall defend, hold harmless and indemnify Tenant and Tenant's employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, reasonable attorneys' fees) incurred by Tenant in investigating and resisting the same, incurred in connection with or as a result of, or arising from any acts, omissions or negligence of Landlord, his agents, employees, or contractors, or any violation or non-performance of any law, ordinance or governmental requirement of any kind, or from any breach or default in the performance of any provisions of this Lease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons.

(c) Without limitation of any other provision herein, neither the Landlord, his employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the Building or any part thereof (including the Leased Premises), or any appurtenances thereof, being in need of repair, unless any such claims occur from a condition of disrepair respecting which Landlord has the obligation under the Lease to repair or maintain and Landlord has failed to make any such necessary repairs within a reasonable time after either (i) actual knowledge of the necessary repairs or (ii) receipt of written notice from Tenant or any other person or entity that repairs or maintenance which are the obligation of Landlord under the Lease are in needed, or due to the happening of any accident in or about the Building or the Leased Premises, or due to any act or neglect of any tenant of the Building. The foregoing provision shall apply to, without limitation, injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form, or by the bursting or leaking of windows, doors, walls, ceiling, floors, pipes, gutters, or other fixtures; and to any damage caused to fixtures, furniture, equipment and the like situated at the Leased Premises, whether owned by the Tenant or others.

(d) The provisions of this Section 19 shall survive the termination or expiration of this Lease.



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20. Default.

The following shall constitute a default of Tenant hereunder:

(a) Tenant shall fail to pay any installment of Rental Payments or any additional rent payable under the terms of the Lease within three (3) days of the date when due;

(b) Tenant shall neglect or fail to perform or observe any covenant herein contained on Tenant's part to be performed or observed, that is not otherwise specified as an event of default under this Section, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant written notice specifying such neglect or failure (forthwith in the case of an emergency or in the case of a breach of a negative covenant contained herein), or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such thirty (30) day period, provided that Tenant promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default; provided, however, that such period of completion shall not extend for more than an additional sixty (60) days;

(c) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(d) Tenant shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) make an assignment of all or a substantial part of its property for the benefit of creditors, (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant, or any partner of Tenant, or of all or a substantial part of its property or of the Leased Premises or of its interest in this Lease unless such receiver, trustee, or liquidator is discharged within sixty (60) days from the date of his appointment; or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant, or any partner of Tenant, in any bankruptcy, reorganization or insolvency proceedings which is not dismissed in forty-five (45) days;

(e) The entry of a court order, judgment or decree without the application, approval or consent of Tenant, appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its property or of the Leased Premises or of Tenant's interest in this Lease or adjudicating Tenant a bankrupt or insolvent, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry; or

(f) The guarantors default under the guaranty delivered in connection with this Lease.



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21. Remedies.

If Tenant shall default under this Lease as set forth in Section 20, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord shall have the right to terminate this Lease by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the Term hereof as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenants liability) on the date of the termination of this Lease without the necessity of re-entry or any other act on Landlord's part. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises as set forth in Section 18. If this Lease is terminated, Tenant shall remain liable to Landlord for (i) all rent accrued and unpaid and (ii) the entire unpaid rental and other sums due hereunder for the remainder of the Term, discounted to its then present value in accordance with accepted financial practice using a rate equal to six percent (6%) per annum, subject to the mitigation provisions set forth in Section 21(f).

(b) Landlord lawfully may, at any time after terminating this Lease pursuant to Section 21(a), and without demand or notice, enter into and upon said Leased Premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) 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 preceding breach of covenant.

(c) Landlord may, without further demand or notice, re-enter and take possession of the Leased Premises or any part thereof, without terminating this Lease and expel Tenant and those claiming through or under Tenant and remove any effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies and Tenant shall remain liable for its obligations under this Lease. Should Landlord elect to re-enter as provided in this subsection 21(c), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord, shall use commercially reasonable efforts to mitigate the Tenant's damages hereunder and shall, without terminating this Lease, attempt to relet the Leased Premises or any part thereof for such term or terms and at such rent or rentals and upon such other commercially reasonable conditions as Landlord may deem advisable, with the right to make alterations or repairs to the Leased Premises. No such re-entry or repossession of the Leased Premises by Landlord shall be construed as an election of Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant by Landlord. No such re-entry or repossession of the Leased Premises shall relieve Tenant of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, Landlord shall be entitled to the amount of the monthly rent and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of reletting the Leased Premises after deducting all of Landlord's reasonable expenses in connection with such reletting. Tenant shall pay such amount to Landlord on the days on which



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the rent or other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting of the sums payable by Tenant to Landlord hereunder.

(d) If Tenant shall default in making any payment required to be made by Tenant (other than Rental Payments) or shall default in performing any other obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, spend such sum as may be necessary to perform such obligation. All sums so expended by Landlord, together with interest thereon at the annual rate equal to 18%, shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. The prevailing party, in any lawsuit against the other party, wherein the other party is found to have defaulted under this Lease beyond any applicable cure period, the prevailing party shall be entitled to recover from the other party, its reasonable costs and expenses, including reasonable attorney's fees.

(e) The receipt of rent by Landlord with knowledge of any default of Tenant shall not be deemed to be a waiver of any provision of this Lease. Any failure of Landlord to enforce the provisions of this Lease upon the default of Tenant shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction. 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 available to Landlord.

(f) If this Lease is terminated in accordance with the provisions of this Section 21, then Landlord agrees to list the Leased Premises for lease either directly or through a reputable commercial real estate broker and to negotiate in good faith any bona fide lease offers for the entire Leased Premises. Tenant acknowledges and agrees that Landlord shall have no obligation to offer to lease or to lease the Leased Premises in place of or in favor of any other space it may have for lease. Tenant acknowledges further that the taking of such action by Landlord shall be deemed to fulfill any mitigation obligations of Landlord notwithstanding anything to the contrary provided at law or in equity.

(g) TIME IS OF THE ESSENCE HEREOF.

22. Holdover.

If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination of the Lease, without Landlord's consent, then, at Landlord's option, Tenant or such party or both shall be deemed to be illegally retaining possession or shall be deemed to be a month-to-month tenant of the Leased



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Premises on all the terms and conditions of this Lease except that the monthly rent hereunder shall be 200% of the Rental Payments and additional rent payable during the month prior to such termination. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Leased Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy.

23. Subordination.

(a) This Lease is subject and subordinate to all ground and underlying leases and to all mortgages, indentures and other encumbrances now or hereafter affecting all or any portion of the Property. Such subordination shall be conditioned upon the agreement of the landlord under any underlying leases and/or the holder of any mortgages to recognize this lease and the rights of Tenant hereunder, Tenant hereby agreeing to make full and complete attornment to any such holder upon such recognition. This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it.

(b) Promptly at the request of Landlord or the holder of any mortgage on the Property or any landlord under any ground or underlying lease (herein referred to as a "Mortgagee"), Tenant shall execute, acknowledge and deliver such further instruments evidencing such subordination as the Landlord or such Mortgagee shall deem necessary or desirable; provided, however, if such instruments are requested by any person or entity that is not a Mortgagee as of the date of this Lease, then Tenant's obligation to execute, acknowledge and deliver such instruments shall be conditioned upon Tenant's receipt of said Mortgagee's then standard non-disturbance agreement. In addition, upon request of such Mortgagee, Tenant agrees to attorn to such Mortgagee and recognize such Mortgagee as Landlord under all the terms and provisions of this Lease except as such Mortgagee shall not be (i) liable for any act or omission of any prior landlord, or (ii) subject to any offsets or defenses that Tenant might have against any prior landlord, or (iii) bound by any rent or other sums payable hereunder that Tenant might have paid for more than one month in advance to any prior landlord, or (iv) bound by any amendment or modification of this Lease made without the consent of such Mortgagee.

(c) After receiving written notice from any Mortgagee, Tenant shall be required to give to such Mortgagee the same notices as are required to be given to Landlord under the terms of this Lease, but such notices may be given by Tenant to Landlord and such Mortgagee concurrently. It is further agreed that such Mortgagee shall have the right, but not the obligation, within 30 days after receipt of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under this Lease by reason of such default and if necessary to cure such default, such Mortgagee shall have access to the Leased Premises. Notice to such Mortgagee shall be sent to the address specified in the written notice from such Mortgagee to Tenant, or to such other address as may be designated in writing from time to time from such Mortgagee.



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24. No Waiver.

No provisions of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the party to be charged.

25. No Representations by Landlord; Zoning; Entire Agreement.

(a) Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Leased Premises. The Leased Premises are being leased "as is" and "where is" and Landlord makes no representation, express or implied, with respect to habitability, merchantability or fitness for a particular purpose.

(b) It is the responsibility of Tenant to review all applicable zoning ordinances and other governmental rules and regulations and to secure all necessary and required permits and approvals for its proposed use of the Leased Premises. The Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Tenant's intended use of the Leased Premises.

(c) The entire agreement of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them other than as are herein set forth.

26. Amendment or Modification.

Except as herein otherwise provided, no amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by both parties.

27. Definition of Landlord.

The term "Landlord," as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the Property. In the event of any sale or other transfer of the Property by Landlord, whether the original Landlord hereunder or any successor Landlord thereto, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction, and Tenant shall look solely to the successor Landlord for the performance of any such covenants or obligations.

28. Estoppel Certificates.

Tenant and Landlord agree, at any time, and from time to time, upon not less than fifteen (15) days prior request by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those



claimed by Tenant or Landlord, and the dates to which the Rental Payments and other charges have been paid, it being intended that any such statement delivered to Landlord pursuant to this Section may be relied upon by any prospective purchaser of, any prospective holder of a mortgage upon the Property, or any other interested party, and that any such statement delivered to Tenant pursuant to this Section may be relied upon by any permitted assignee or subtenant.

29. Limitation of Landlord's Liability.

Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof, and in any insurance proceeds actually received by Landlord that are allocable to the Property, and Tenant agrees to look solely to such interests and proceeds for the satisfaction of any liability of Landlord under this Lease. In no event shall Landlord (which term shall include, without limitation all of the officers, trustees, directors, partners, partners in partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or ever be liable for damages, whether direct, consequential, punitive or otherwise. The provision contained in this section shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successor's interest, or any other action not involving the personal liability of Landlord.

30. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in the event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

31. Caption. Gender and Number.

The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease. The term "Tenant" herein, or any pronoun used in place thereof, shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

32. Notice.

Any notice, demand or communication concerning the Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by certified or registered U.S. mail, postage prepaid or overnight courier service, addressed to Tenant at the Leased Premises and to Landlord at 460 Baxter Boulevard, Portland, Maine 04103. Any such notice shall be deemed effective upon the earlier of (i) actual receipt or (ii) three days after deposit in the U.S. mail or with such overnight courier service as provided herein. Either party can change its address for future notices in the manner provided above, such change of address to be effective only upon receipt.



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33. WAIVER OF JURY TRIAL.

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING WITHOUT LIMITATION ANY EVICTION OR FORCIBLE ENTRY OR DETAINER ACTION.

34. Security Deposit.

(\$1,000.00) JB

Tenant shall deposit with Landlord upon execution of this lease a Security Deposit in the amount of ~~Two Thousand Six Hundred Fifty and 00/100 Dollars (\$2,650.00)~~. This deposit will be returned to Tenant at the expiration of the Lease, or any extension thereafter, as long as Tenant is not in default of this lease. *One Thousand JB*

35. Binding Effect.

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

36. Brokers.

Tenant represents to Landlord that Tenant has not dealt with any real estate broker or sales representative (the "Broker"). In the event of any other brokerage claims against Landlord predicated upon dealings by Tenant with other brokers, Tenant agrees to defend the same and to indemnify and hold Landlord harmless from and against any such claims. Landlord agrees to pay the Broker a commission pursuant to the terms of a separate agreement, and Landlord agrees to indemnify and hold Tenant harmless from such commissions. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

37. Rules and Regulations.

(a) Landlord may adopt reasonable rules and regulations relating to the Property from time to time during the Term; provided, however, such rules and regulations shall not materially interfere with Tenant's permitted use of the Leased Premises. Tenant agrees to comply with such rules and regulations from and after the fifteenth (15th) day after Tenant's receipt thereof.

38. Recording.

The parties agree that this Lease will not be recorded. Landlord agrees Landlord will execute a Notice of Lease evidencing this Lease in accordance with the provisions of 33 M.R.S.A. §201, as amended. Such Memorandum shall expressly provide that it is being executed to evidence this Lease and does not vary the terms hereof.

JB



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions


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40. Governing Law.

This Lease shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first set forth above.

WITNESSED BY:



VONNE L.L. BRADY

LANDLORD:



Stephen E. Mardigan

TENANT:



Keith Costello



24 April 2018
06/29/2018

To Whom It My Concern:

Regarding the alterations in the basement of 935 Congress

After meeting with Life Safety/Building/Fire on April 11th at the building, we were informed that no alterations were required to the existing space for compliance and that we were allowed an occupancy of 39 in the basement.

However, all parties agreed there was room for improvement to be in better compliance with ADA by adding a ramp to the downstairs egress and while it would be impossible to do it to Code, we could get "close". So we wish to add a 2x6 ramp with 3/4" decking and a non-slip surface and update door hardware to include a crash-bar and install an Exit sign. Also will install railing

Regarding the Interior Alteration

We wish to update and move all existing ceiling lighting to LED and change outlets behind new bar area.

Install a non-bearing, 2x4 wall and 36' door to separate storage from behind bar area sheathed with 5/8" drywall.

We wish to remove a non-bearing 2x4 wall at the base of the stairs to allow a more open space that would otherwise be an obstruction for anyone in a wheelchair and would impede the "aesthetic flow" of the space. We will also be sheathing the underside of stairs and installing solid door for additional storage.

We wish to cut an appx. 16'x30" hole in the existing non-bearing wall that bisects the space and install a 16'Lx16"Wx2"D cast-in-place reinforced concrete bar-top @42" on top of Double 2x4 framing @ 16" on center, sheathed with 5/8' drywall.

Sincerely,

Rosetta Iannaccone
d/b/a The 5 Spot
935 Congress St.
Portland, Maine 04102