

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made as of ^{December 7}~~November 28~~ 2012, between ADVANCE PIERRE FOODS, LLC (the "LESSOR"), and MAINELY BURGERS, LLC (the "LESSEE").

PRELIMINARY STATEMENT

LESSOR is the owner of a certain parcel of land on St. John Street in Portland, Maine (the "Land"), upon which there is a building (the "Building") and other related improvements (the Land, the Building and the other related improvements on the Land, together with all fixtures and appurtenances to the Land and the Building, being collectively referred to as the "Demised Premises"), and having an address of 108 St. John Street, Portland, Maine.

LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, the Demised Premises in accordance with, and subject to, the provisions of this Lease.

NOW, THEREFORE, LESSOR and LESSEE agree as follows:

ARTICLE I - BASIC LEASE DATA

1.1. Address for Notices:

LESSOR: 94 St John Street Portland, ME

LESSEE: 505 SPURWINK AVE, CAPE LIZABETH, ME 0407

1.2. Address for Payment of Rent: 990 Princeton - Glendale Rd, Cincinnati, OH 45246

1.3. Basic Rent: \$3,000.00 per annum, payable in equal monthly installments of \$250.00.

1.4. Commencement Date: the date of this Lease.

1.5. LESSEE'S Liability Insurance: \$1,000,000.00.

→ 1.6. Permitted Use: the Demised Premises shall be used for operation of a food truck business, storage and other uses incidental thereto.

1.7. Security Deposit: \$0.00.

1.8. Term: One (1) year.

1.9. Termination Date: the day immediately preceding the anniversary of the Commencement Date.

ARTICLE 2 - DEMISE; TERM; CONDITION

2.1. LESSOR, for and in consideration of the covenants hereinafter contained and made on the part of LESSEE, does hereby demise and lease to LESSEE, and LESSEE does hereby hire from LESSOR, the Demised Premises, subject, however, to the terms and conditions of this Lease.

2.2. The term (the "Term") of this Lease shall commence on the Commencement Date and shall end on the Termination Date.

ARTICLE 3 - BASIC RENT; UTILITIES

3.1. During the Term, LESSEE shall pay to LESSOR the Basic Rent set forth in Section 1.3. The monthly installments of the Basic Rent shall be payable, in advance, on the first day of each calendar month during the Term in lawful money of the United States of America; provided, however, if the Commencement Date is a day other than the first (1st) day of a calendar month, or if the Termination Date is a day other than the last day of a calendar month, then the Basic Rent for the calendar month in which the Commencement Date or the Termination Date occurs shall be prorated.

3.2. LESSOR shall at its expense provide water and sewer to the Demised premises. LESSEE will contract for and pay all charges for heat and all other utilities.

3.3. LESSEE hereby covenants and agrees to pay the Basic Rent to the address set forth in Section 1.2, or to such other address as LESSOR may from time to time designate.

ARTICLE 4 - REAL ESTATE TAXES; OPERATING EXPENSES

4.1. LESSOR hereby acknowledges and agrees that this is a "gross lease" and that LESSEE shall not be obligated to pay to LESSOR any additional rent on account of (i) the real estate taxes assessed against the Demised Premises, (ii) the costs and expenses incurred by LESSOR in connection with the management, maintenance, repair and replacement of the Demised Premises, or (iii) the insurance premiums paid by LESSOR in connection with the insurance maintained by LESSOR with respect to the Demised Premises.

4.2. LESSEE 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 upon LESSEE'S operations, or upon LESSEE'S trade equipment, trade fixtures and other personal property of any kind installed or located on the Demised Premises, become payable during the Term.

ARTICLE 5 - MAINTENANCE and ALTERATIONS

5.1. (a) LESSEE shall keep the interior of the Building in a clean and sanitary condition, shall cause the garbage, trash and waste to be removed from the Demised Premises on a regular basis (not less frequently than once a week), and shall contract for, and pay all costs and expenses relating to, janitorial services for the Building.

(b) LESSEE shall be responsible for the removal of ice and snow from the Demised Premises.

(c) LESSEE shall repair any damage to the Demised Premises caused by LESSEE or LESSEE'S employees, agents, contractors, subtenants, or invitees; provided, however, any damage caused by fire or other casualty shall be repaired by LESSOR pursuant to the provisions of Article 10.

5.2. (a) LESSOR shall keep the Demised Premises in the same condition and repair as exist as of the date of this Lease, subject to reasonable wear and tear and damage by fire or other casualty.

(b) LESSOR shall be responsible for the general maintenance, painting, and repair of the Building (including, without limitation, the foundation, the exterior walls, the exterior windows, the roof, and the structural components thereof), the driveways, the parking areas, the sidewalks, the exterior lighting, and the landscaped areas.

(c) LESSOR shall pay all costs and expenses incurred in connection with the performance of its obligations under this Section 5.2; provided, however, if any such maintenance or repair is required as a result of the acts of LESSEE or LESSEE'S employees, agents, invitees, sublessees, contractors or customers, then, except as otherwise provided in Section 5.1(c), LESSEE shall reimburse LESSOR, as additional rent, for the reasonable costs and expenses relating incurred by LESSOR within thirty (30) days after demand by LESSOR.

5.3. All maintenance and repair, and each addition, improvement or alteration, whether performed by LESSOR or LESSEE, (i) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all applicable Legal and Insurance Requirements, (ii) shall be completed free and clear of all Liens, and (iii) shall be performed during a time and in a manner as to minimize any disturbance to or interference with LESSEE'S business operations at the Demised Premises.

5.4. (a) LESSEE shall not make any additions, improvements or alterations to the Demised Premises without LESSOR'S prior written approval, which approval will not be unreasonably withheld or delayed except as provided in the next succeeding sentence.

(b) LESSEE hereby acknowledges and agrees that LESSOR may condition its approval upon (i) the removal of any such addition, improvement or alteration upon the expiration or earlier termination of this Lease and (ii) the restoration of the Demised Premises to the condition existing prior to the construction of such addition, improvement or alteration. In such event, LESSEE shall repair any damage to the Building or other portion of the Demised Premises caused by such removal.

5.5. (a) All additions, improvements and alterations to the Demised Premises shall, upon installation, become the property of LESSOR and shall be deemed part of, and shall be surrendered with, the Demised Premises, except as otherwise provided in Section 5.4(b).

(b) LESSEE may install or place or reinstall or replace and remove from the Demised Premises any office machinery and personal property belonging to LESSEE, provided, that (i) LESSEE shall repair all damage caused by such removal and (ii) LESSEE shall not install any equipment, machinery or other items upon the roof of the Building or make any openings on or about such roof. Such office machinery and personal property shall not become the property of LESSOR.

ARTICLE 6 - USE OF DEMISED PREMISES; SIGNAGE

6.1. LESSEE shall not use or suffer or permit the use of the Demised Premises or any part thereof for any purposes other than for the permitted uses. In addition, LESSEE shall not use, or suffer or permit the

use of, the Demised Premises or any part thereof in any manner or for any purpose or do, bring or keep anything, or suffer or permit anything to be done, brought or kept, therein which is unlawful or in contravention of the certificates of occupancy for the Building, or is in contravention of any Legal or Insurance Requirement to which the Building or the Demised Premises are subject.

→ 6.2. (a) LESSOR hereby agrees that LESSEE shall have the right, at its sole cost and expense, but subject to prior approval of the LESSOR which will not be unreasonably withheld or delayed, to install an identification sign on the exterior of the Building on, near or above any entrance door to the Building.

(b) LESSEE shall obtain, at its sole cost and expense, all governmental approvals and permits required for the installation of the identification sign.

ARTICLE 7 – INDEMNIFICATION; INSURANCE

7.1. LESSEE hereby indemnifies, and shall pay, protect and hold LESSOR harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature, (except to the extent LESSOR is compensated by insurance maintained by LESSEE hereunder, and except for such of the foregoing as arise from the negligence, recklessness or willful misconduct of LESSOR, its employees, agents, or contractors), arising, or alleged to arise, from or in connection with, any injury to, or the death of, any person or loss or damage to property on or about the Demised Premises. The obligations of LESSEE under this Section 7.1 shall survive any termination of this Lease.

7.2. (a) (i) During the Term, LESSEE will maintain with insurers authorized to do business in the State of Maine and which are rated A or higher in Best's Key Rating Guide, (A) commercial general liability insurance against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Demised Premises in a combined single limit of not less than \$1,000,000.00 for each claim with respect to any bodily injury, personal injury or death, \$1,000,000.00 with respect to any one occurrence, and \$1,000,000.00 with respect to all claims for property damage with respect to any one occurrence, and (B) workers' compensation insurance coverage for the full statutory liability of LESSEE.

(ii) The policies of insurance required to be maintained by LESSEE pursuant to Section 7.2(a) shall name as the insured parties (except for workers' compensation insurance) LESSOR and LESSEE, as their respective interests may appear, and shall be reasonably satisfactory to LESSOR. In addition, said policies of insurance (except for worker's compensation insurance) shall provide that thirty (30) days prior written notice of cancellation, termination, or non-renewal of coverage shall be given.

(iii) Within five (5) business days after the execution of this Lease by both parties, LESSEE shall deliver to LESSOR original or duplicate certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by LESSEE, and, within fifteen (15) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance.

(b) During the Term, LESSOR will maintain with insurers authorized to do business in the State of Maine and which are rated A or higher in Best's Key Rating Guide property insurance in an amount equal to the full replacement value of the Building and other improvements on the Land.

7.3. LESSOR hereby waives and releases LESSEE, and LESSEE hereby waives and releases LESSOR, from any and all liabilities, claims and losses for which the released party is or may be held liable to the

extent of any insurance proceeds received by said injured party. Supplementing the foregoing, each party agrees to have included in its insurance policy insuring against loss, damage or destruction by fire or other casualty (in the case of LESSOR, its insurance on the Building, and in the case of LESSEE, its insurance on its personal property), a waiver of the insurer's right of subrogation against the other party to this Lease. If such waiver is not obtainable or is not enforceable, then such insurance policy shall contain either (i) an express agreement that such policy shall not be invalidated if LESSOR or LESSEE, whichever the case may be, waives the right of recovery against the other party to this Lease, or (ii) any other form of release of LESSOR or LESSEE, whichever the case may be.

ARTICLE 8 - COMPLIANCE WITH REQUIREMENTS

8.1. LESSEE will (i) comply with all Legal and Insurance Requirements applicable to the Demised Premises and (ii) obtain, maintain and comply with all permits, licenses and other authorizations required by any governmental authority for its use of the Demised Premises. LESSOR will join in the application for any permit or authorization with respect to Legal Requirements if such joinder is necessary.

8.2. (a) LESSEE shall not cause or permit any "hazardous substance" or "hazardous waste" (as such terms are defined in any Environmental Law) to be brought, kept or stored on or about the Demised Premises.

ARTICLE 9 - DISCHARGE OF LIENS

LESSEE will discharge, within fifteen (15) days after receipt of notice thereof any Lien on the Demised Premises, the Demised Premises, or the Basic Rent, or any other sums payable under this Lease, caused by or arising out of LESSEE'S acts or LESSEE'S failure to perform any obligation hereunder.

ARTICLE 10 - CASUALTY

10.1. If there is any damage to or destruction of the Demised Premises, LESSEE shall promptly give notice thereof to LESSOR, describing the nature and extent thereof.

10.2. Notwithstanding anything to the contrary contained in this Lease, if all or any portion of the Building is damaged or destroyed, then LESSOR and LESSEE shall have the right to terminate this Lease by written notice delivered to the other party within thirty (30) days after the date of such damage or destruction. All Basic Rent and additional rent payable hereunder shall be apportioned as of the date of such termination, and LESSOR and LESSEE shall be free and discharged from all obligations hereunder arising after the date of such termination.

ARTICLE 11 - EVENTS OF DEFAULT

11.1. Any of the following occurrences, conditions or acts shall constitute an "Event of Default" under this Lease: (i) if LESSEE shall default in making payment when due of any Basic Rent, additional rent or other amount payable by LESSEE hereunder, and such default shall continue for ten (10) days after LESSOR shall have given notice to LESSEE specifying such default and demanding that the same be cured; or (ii) if LESSEE shall file a petition in bankruptcy pursuant to the Bankruptcy Code or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act

or bankruptcy as defined in any such law, or shall take any action in furtherance of any of the foregoing; or (iii) if a petition or answer shall be filed proposing the adjudication of LESSEE as a bankrupt pursuant to the Bankruptcy Code or any similar federal or state law, and (A) LESSEE shall consent to the filing thereof, or (B) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or (iv) if a receiver, trustee or liquidator (or other similar official) of LESSEE or of all or substantially all of its business or assets or of the estate or interest of LESSEE in the Demised Premises shall be appointed and shall not be discharged within sixty (60) days thereafter or if LESSEE shall consent to or acquiesce in such appointment; or (v) if the estate or interest of LESSEE in the Demised Premises shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment; or (vi) if LESSEE shall default in the observance or performance of any provision of this Lease other than those provisions contemplated by clause (i) through (v), inclusive, of this Section 11.1, and such default shall continue for thirty (30) days after LESSOR shall have given notice to LESSEE specifying such default and demanding that the same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, in which case LESSEE shall have such longer period as shall be necessary (but not more than sixty (60) days) to cure the default, so long as LESSEE proceeds promptly to cure the same within such thirty (30) day period, prosecutes the cure to completion with due diligence and advises LESSOR from time to time, upon LESSOR'S request, of the actions which LESSEE is taking and the progress being made).

ARTICLE 12 - CONDITIONAL LIMITATIONS; REMEDIES

12.1. This Lease and the Term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have happened and be continuing, LESSOR shall have the right, at its election, then or thereafter while any such Event of Default shall continue, to exercise any remedies available to LESSOR at law and equity, including without limitation, the remedy of forcible entry and detainer, and LESSOR lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to LESSEE, or enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel LESSEE and those claiming through or under it and remove it or their effects 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, and upon such mailing or entry as aforesaid, this Lease shall terminate; and LESSEE covenants and agrees, notwithstanding any entry or re-entry by LESSOR, whether by summary proceedings, termination, or otherwise, that LESSEE shall, as of the date of such termination, immediately be liable for and pay to LESSOR the entire unpaid Basic Rent and additional rent and all other balances due under this Lease for the remainder of the Term.

12.2. No right or remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by LESSOR of any provision of this Lease shall be deemed to have been made unless expressly so made in writing. LESSOR shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to a decree compelling observance or performance of any provision of this Lease, or to any other legal or equitable remedy.

ARTICLE 13 - ACCESS

LESSOR and LESSOR'S agents and representatives shall have the right to enter into or upon the Demised Premises, or any part thereof, at all reasonable hours, upon reasonable prior notice (except in the case of an emergency), for the following purposes: (i) examining the Demised Premises; (ii) making such repairs or alterations therein as may be necessary in LESSOR'S sole judgment for the safety and preservation of the Building or the Demised Premises; (iii) showing the Demised Premises to prospective new tenants during the last six (6) months of the Term; or (iv) showing the Demised Premises during the Term to any mortgagees or prospective purchasers of the Demised Premises. LESSOR shall give LESSEE three (3) business days prior written notice before commencing any non-emergency repair or alteration.

ARTICLE 14 - SUBORDINATION

This Lease and the term and estate hereby granted shall be subject and subordinate to the lien of any mortgage that may now or at any time hereafter affect all or any portion of the Demised Premises or LESSOR'S interest therein. This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it. Promptly at the request of LESSOR or the holder of any mortgage on the Demised Premises or any landlord under any ground or underlying lease (herein referred to as a "Mortgagee"), LESSEE shall execute, acknowledge and deliver such further instruments evidencing such subordination as the LESSOR or such Mortgagee shall deem necessary or desirable so long as the same are in form and substance reasonably acceptable to LESSOR and its counsel.

ARTICLE 15 - NOTICES

Any notice, demand or communication concerning the Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered (i) by hand, (ii) by certified or registered U.S. mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier service, addressed to LESSEE at the address set forth in the introductory paragraph and to LESSOR at the address set forth in the introductory paragraph. Any such notice shall be deemed effective upon the actual receipt; provided, however, if the addressee refuses delivery, then such notice shall be effective upon the date delivery is refused. Either party can change its address for future notices in the manner provided above, such change of address to be effective only upon receipt.

ARTICLE 16 - ESTOPPEL

LESSEE agrees, at any time, and from time to time, upon not less than fifteen (15) days prior request by LESSOR, to execute, acknowledge and deliver to LESSOR a statement in writing certifying, except to the extent otherwise specified therein, (i) 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), (ii) that there are no defenses or offsets thereto then accrued, or stating those claimed by LESSEE, (iii) the dates to which the Basic Rent and the additional rent have been paid, (iv) that, to the best of LESSEE'S knowledge, neither party to this Lease is in default in the keeping, observance or performance of any covenant, agreement, provision or condition contained in this Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would result in a default by either party, and (v) such other information as may be reasonably requested. It is intended that any such statement delivered to LESSOR pursuant to this Section may be relied upon by any prospective purchaser of, any prospective holder of a mortgage upon the Demised Premises, or any other interested party.

ARTICLE 17 - MISCELLANEOUS

17.1. This Lease contains the entire agreement between the parties hereto, and all prior negotiations, considerations, representations, and understandings between LESSOR and LESSEE are incorporated herein. This Lease may not be amended or modified, nor may any obligation hereunder be waived, orally, and no such amendment, modification, or waiver shall be effective unless in writing and signed by the party against whom enforcement thereof is sought. No waiver by LESSOR of any obligation of LESSEE hereunder shall be deemed to constitute a waiver of the future performance of such obligation by LESSEE. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, except as provided in Article 11. The article headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

17.2. This Lease may be simultaneously executed in several counterparts, each of which when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

17.3. The term "LESSOR," as used in this Lease, shall mean only the owner of the title to the Demised Premises as of the date in question. Upon the sale, transfer or other conveyance by LESSOR of the Demised Premises, LESSOR shall be released from any and all liability under this Lease arising after the date of such sale, transfer or other conveyance without further instrument or agreement.

17.4. The submission of this Lease to LESSEE for examination does not constitute an offer to lease the Demised Premises on the terms set forth herein, and this Lease shall become effective as a lease agreement only upon the execution and delivery of the Lease by LESSOR and LESSEE.

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

LESSOR:

ADVANCE PIERRE FOODS, LLC

By: Jeffrey D. Shea
Name: Jeffrey D Shea
Title: Plant Manager, Bethel ME.

LESSEE:

MAINELY BURGERS, LLC

By: David Barber
Name: David Barber
Title: