

LEASE

THIS LEASE is made as of this 1st day of February, 2013, by and between PLPROPERTIES, LLC, a Maine limited liability company, having a mailing address of 14 Candlebrook Lane, South Portland, Maine 04106 (the "Landlord") and REVE CYCLING STUDIO, a Maine corporation with a place of business in Portland, Maine (the "Tenant").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. PREMISES LEASED. Subject to the terms and conditions of this Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, premises located in the building situated at 559-561 Forest Avenue in Portland, Maine (the "Building"), being the entire second (2nd) floor thereof (the "Premises"). The Premises are deemed to contain 2,840 square feet. The Premises includes the right to use, in common with others entitled thereto, the hallways, walkways, stairways and other common areas and amenities necessary for access, use and enjoyment of the Premises, easements and other rights appurtenant thereto and all improvements therein. Lease of the Premises shall include the exclusive right to ten (10) contiguous designated parking spaces in the paved parking areas situated at 70 Coyle Street (the "Parking Lot") for use of Tenant's employees and visitors. Tenant shall have the right, at its sole cost and expense, to erect signage designating such spaces for Tenant's exclusive use.

2. TERM; RENEWAL. The initial term of this Lease shall commence on the earlier to occur of: (i) the date Tenant obtains a Certificate of Occupancy for the Premises from the City of Portland or (ii) April 1, 2013 (the "Commencement Date"), and shall end on March 31, 2018 (the "Initial Term"). Notwithstanding the Commencement Date, Tenant shall have the right to access the Premises from and after the Entrance Date, as defined in Section 5(d). The term "Lease Year" as used in this Lease shall mean the period of twelve (12) calendar months, with the first Lease Year commencing on the Commencement Date, provided that if the Commencement Date is a date other than the first of the month, the first Lease Year shall commence on the Commencement Date and end on the last day of the calendar month that includes the anniversary of the Commencement Date. Each subsequent Lease Year shall commence on the day following the end of the preceding Lease Year. Landlord and Tenant agree to enter into a commencement date agreement confirming the Commencement Date of this Lease promptly after the date the Commencement Date is determined.

Tenant shall have the right, at the expiration of the Initial Term, to extend the Initial Term for two (2) periods of five (5) years each, to be exercised in the manner herein described (each, a "Renewal Term"). Provided that Tenant is not then in default, and provided Tenant gives written notice to Landlord of Tenant's intent to renew this Lease at least nine (9) months prior to the expiration of the Initial Term or the first Renewal Term, as applicable, and upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so extended commencing immediately after the end of the Initial Term or the first Renewal Term, as applicable. Each Renewal Term shall be on the same terms and conditions as this Lease, except

that there shall be no further renewals of this Lease after the second Renewal Term, and except for Base Rent, which shall be adjusted as set forth below. The Initial Term and, if exercised, a Renewal Term, are sometimes collectively referred to in this Lease as the "Term".

3. RENT:

(a) Tenant covenants and agrees to pay without deduction or set-off annual Base Rent during the term as follows, which shall be payable in advance in twelve (12) equal installments each payable by the first (1st) day of each month during the term hereof:

(i) Commencing on the Commencement Date and continuing for the entire first Lease Year, the annual Base Rent shall be \$31,240.00 (\$2,603.33 per month), which is based upon a rental rate of \$11.00 per square foot.

(ii) Commencing with the second Lease Year, and each Lease Year thereafter during the Initial Term, annual Base Rent shall increase annually by three (3.0%) percent, e.g., the annual Base Rent for the second Lease Year of the Initial Term shall be \$32,177.20 (\$2,681.43 per month); the annual Base Rent for the third Lease Year of the Initial Term shall be \$33,142.52 (\$2,761.88 per month); the annual Base Rent for the fourth Lease Year of the Initial Term shall be \$34,136.80 (\$2,844.73 per month); and the annual Base Rent for the fifth Lease Year of the Initial Term shall be \$35,160.90 (\$2,930.08 per month).

(iii) In the event the Tenant properly exercises its right to a Renewal Term, the annual Base Rent shall be set at the then market rate with market escalators for said five (5) year period as agreed to by the Landlord and the Tenant not fewer than thirty (30) days prior to the commencement of the applicable Renewal Term; provided, however, in the event Landlord and Tenant have not agreed upon a Base Rent for a Renewal Term thirty (30) days prior to the commencement of such Renewal Term, the Renewal Term shall be reduced to a one (1) year Renewal Term and Tenant shall pay Base Rent for such Renewal Term at the annual rate which is one hundred four percent (104%) of the annual rate of Base Rent then in effect. In the event of such occurrence resulting in the reduction of a Renewal Term to a one (1) year period, no additional Renewal Term shall be available under this Lease.

(iv) During the Term, in no event shall the Base Rent be less than the Base Rent paid in the immediately preceding year.

In addition to the foregoing, Tenant covenants and agrees, commencing on the Entrance Date (as defined in Section 5(c) below), to pay when due as additional rent all other sums of money or charges required to be paid by Tenant under Section 4 of this Lease (all such amounts, "Additional Rent").

If the term begins on any day other than the first day of a month, Base Rent and Additional Rent for the first month shall be prorated.

(b) If Tenant does not pay monthly installments of Base Rent or Additional Rent or other fees and charges within ten (10) days of the date when such amount is 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 five (5%) percent of the unpaid amount each month in addition to the Rent then due.

(c) Base Rent and Additional Rent are sometimes collectively referred to in this Lease as "Rent".

4. ADDITIONAL RENT.

(a) Tenant shall pay as Additional Rent Tenants' Proportionate Share (as defined in Section 4(e) below) of all of the Operating Expenses (as defined below) and all real estate taxes (as defined below). Operating Expenses are defined for the purposes of this Lease as operating expenses per annum of the Building and the Parking Lot and their respective appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building or on the Parking Lot site but related thereto and the parcels of land on which they are located (said Building, the Parking Lot site and their appurtenances, exterior areas, and land for purposes of Operating Expenses shall hereinafter be referred to in total as the "Building and Parking Lot"). Operating Expenses include, but are not limited to: (i) all costs of furnishing utility services and facilities to the common areas of the Building and Parking Lot, (ii) all costs of any insurance carried by Landlord related to the Building and Parking Lot, (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the Building and Parking Lot including, all maintenance and repair obligations of Landlord described in Section 8(a) hereof, and any common area equipment, non-capital roof repairs and all other non-capital repairs, improvements and replacements required by law or necessary to keep the Building and Parking Lot in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all management fees for managing the Building and Parking Lot, not to exceed four (4%) percent of gross rents from the Building and Parking Lot, and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by Landlord.

The Additional Rent shall be paid by Tenant to Landlord within ten (10) days after Tenant's receipt from Landlord of a bill therefor, unless Landlord elects to have Tenant pay monthly one-twelfth (1/12) of any or all such expenses, in which case some or all of the Additional Rent shall be due and payable on the day the monthly Base Rent payments are due and payable. Operating Expenses shall expressly exclude the following: (i) auditing fees and/or accounting fees required by Landlord's mortgage lender; (ii) non-cash items, such as deductions for depreciation; (iii) payments of principal and interest or other finance charges made on any debt, other than any charges, penalties, or interest caused by Tenant, and rental payments made under any ground or underlying lease or leases; (iv) costs incurred by Landlord in the sale, financing, refinancing, mortgaging, selling or change of ownership of the Premises; (v) all amounts which would otherwise be included in Operating Expenses which are paid to any affiliate of Landlord to the extent the costs of such services exceed the customary market amounts which would have been paid in the absence of such relationship for the same services rendered by persons or entities of similar skill, competence and experience; (vi) capital expenditures; (vii) costs of removing (and the resulting restoration) any hazardous substances other than any hazard substances placed or

released on the Premises by Tenant; (viii) replacement or repairs covered by contractor's warranties; (ix) marketing or advertising costs other than those incurred by Tenant; (x) replacement reserves; and (xi) any costs which are duplicative, otherwise subject to reimbursement under any other provision in this Lease. In the event any item of Operating Expenses serves or benefits one or more properties in addition to the Premises, the expense attributable to such item included in Operating Expenses shall be equitably prorated by Landlord.

(b) Within one hundred twenty (120) days after the expiration of each Lease Year, Landlord shall furnish Tenant with a statement (the "Landlord's Expense Statement"), setting forth in reasonable detail the Operating Expenses for such Lease Year. If the actual Operating Expenses for such Lease Year exceeded the Operating Expenses paid by Tenant for such Lease Year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual Proportionate Share of the Operating Expenses within fifteen (15) days after receipt of Landlord's Expense Statement, and if the total amount paid by Tenant for any such Lease Year exceeded Tenant's actual Proportionate Share of the Operating Expenses for such Lease Year, such excess shall be credited against the next installments of Base Rent and Additional Rent. Landlord shall maintain complete and accurate books and records of all Operating Expenses paid or incurred by Landlord and all payments of Operating Expenses received from Tenant. Tenant or its auditors shall have the right, with reasonable notice (which shall in any event not be less than ten (10) days), to inspect, copy and audit such books and records at any time during normal business hours (Monday through Friday, 9 AM to 5 PM). If the results of such inspection indicate that amounts have been improperly billed resulting in an overpayment in the aggregate by Tenant, then Landlord shall within thirty (30) days pay Tenant the amount of any overpayment which Tenant or its auditors identify and confirm to Landlord. If the results of such inspection indicate that Landlord has not sufficiently billed Tenant for Operating Expenses, then Tenant shall within thirty (30) days pay Landlord any such amounts due and owing, unless Landlord elects to bill Tenant for such amounts with the next installment of Base Rent and Additional Rent as provided in this Lease.

(c) For the purposes of this Lease, the term "real estate taxes" shall include without limitation all real estate taxes, including personal property taxes, betterment assessments, water and sewer taxes, and any other charges made by any governmental authority, which are allocable to the term hereof and imposed or levied upon, or assessed against, the Premises or Tenant's personal property, that, upon assessment or upon failure of payment, become a lien upon the Premises or any portion thereof or the personal liability of the Landlord. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem system of real estate taxes, then real estate taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem real estate taxes, plus said ad valorem real estate taxes. The foregoing shall generally apply to any system of taxation instituted, which replaces the present method of taxation, in whole or in part. Notwithstanding anything to the contrary in this Agreement, nothing herein shall require Tenant to pay any of Landlord's income taxes, excess profit taxes, excise taxes, franchise taxes, or estate, succession, inheritance, or transfer taxes.

(d) Tenant shall have the right to file or institute a protest or challenge of real estate taxes for any Lease Year or period, on behalf of Landlord or in Tenant's own name, at Tenant's

sole expense, with such counsel and in such manner as shall be reasonably acceptable to Landlord, so long as Tenant first: (i) pays the applicable authority the full amount of the taxes it is challenging, or (ii) posts a bond in the full amount of any taxes it is challenging plus an amount sufficient to payoff any applicable liens, penalties, costs, or interest associated therewith. Landlord shall cooperate with Tenant in any such contest and, in connection therewith, shall make available to Tenant such information in its files as Tenant may reasonably request. Tenant shall provide to Landlord for review and approval, which shall not be unreasonably withheld or delayed, all materials to be submitted by Tenant to the municipality in connection with any petition for abatement of the real estate taxes or reassessment of the Premises in advance of such submission and shall advise Landlord in writing at least fifteen (15) business days in advance of any hearing or meeting with municipal officials regarding such petition, with such notice to include information regarding the date, time, place, purpose and participants of such hearing or meeting.

(e) "Tenant's Proportionate Share" shall mean: (A) as to expenses associated with the Building and the property situated at 559-561 Forest Avenue, fifty and seventy-one hundredths percent (50.71%), which is the percentage obtained by dividing (i) the 2,840 square feet of area in the Premises by (ii) the total square feet of the Building, and (B) as to the parking situated at the Parking Lot, twenty-five and sixty-four hundredths percent (25.64%) which is the percentage obtained by dividing (i) the 39 parking spaces in the Parking Lot by (ii) the 10 parking spaces available for use by Tenant.

5. LANDLORD'S WORK; TENANT'S WORK.

(a) Landlord's Work. Prior to delivery of possession of the Premises to Tenant, Landlord shall, in a good and workmanlike manner, and in compliance with all applicable building and zoning codes and regulations, and at a maximum cost to Landlord of \$15,000, renovate, or cause to be renovated, the Premises as described on Exhibit A attached hereto (the "Landlord's Work"). The cost of Landlord's Work shall not exceed \$15,000 and shall not be included in Additional Rent. In the event the cost of completing Landlord's Work shall exceed \$15,000 in the aggregate, then such portion of the work costing in excess of said \$15,000 aggregate maximum shall be borne by the Tenant. All other work to be performed in and to the Premises in order to ready the Premises for Tenant's occupancy shall be performed by Tenant at its sole cost and expense in accordance with the provisions of subparagraph (b) of this Section (Tenant's Work), and Section 9 of this Lease.

(b) Tenant's Work. Any work or alterations other than Landlord's Work (or such portion of Landlord's Work that exceeds the maximum costs of \$15,000) which Tenant shall desire to perform in order to ready the Premises for Tenant's initial occupancy shall be performed by Tenant at its sole cost and expense, and shall constitute Tenant's changes to be performed subject to and in accordance with the provisions of Section 9 of this Lease. All such work performed by Tenant shall be performed in a good and workmanlike manner, and in compliance with all applicable building and zoning codes and regulations. Except to the extent contemplated in Landlord's Work, Tenant shall be solely responsible for compliance of the Premises with the Americans with Disabilities Act (ADA) and agrees to indemnify and hold Landlord harmless for any claims related to the same.

(c) Entrance Date. Landlord shall periodically update Tenant concerning the status of the Landlord's Work and setting forth the Landlord's then current estimates for: (i) the date when Tenant shall be allowed access to the Premises for the purpose of conducting building and interior improvements, installing trade fixtures, furniture and telecommunications, which date as of the execution of this Lease is expected to be on or about February 1, 2013 (the "Entrance Date"), and (ii) the Commencement Date. No Base Rent shall be paid by Tenant from and after the Entrance Date until the Commencement Date as set forth in this Lease; provided, however, Tenant shall pay the Tenant's Proportionate Share of Additional Rent as of the date it takes occupancy of the Premises on or after the Entrance Date.

6. UTILITIES; PERSONAL PROPERTY TAXES. During the term of this Lease, Tenant shall pay (either directly or through Additional Rent for services provided by Landlord) for all charges for gas, electricity, lights, heat, ventilation and air conditioning, power, water charges, sewer charges, telephone and other communication service, and all other utilities and services supplied to or used upon the Premises. Tenant shall pay prior to delinquency all taxes assessed against and levied upon all of Tenant's trade fixtures, furnishings, equipment and personal property located at the Premises.

7. USE OF PREMISES. Tenant shall use the Premises as an indoor cycling studio and fitness /yoga center as permitted by applicable zoning, together with its incidental and complimentary office use. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose, without the prior written consent of the Landlord. Landlord may in its sole discretion withhold consent to any change in use. The foregoing shall not affect or diminish Landlord's rights with respect to proposed assignments or subleases of the Premises. Tenant shall have the right to bring a dog or a cat onto the Premises at all times subject to the following conditions: (i) the pet does not create nuisance, e.g., abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness; (ii) must be registered and inoculated as required by law, (iii) Tenant is fully responsible for personal injuries and/or property damage caused by a pet, and (iv) Tenant must promptly clean up any pet's droppings.

8. LANDLORD SERVICES; LANDLORD AND TENANT ALLOCATION OF MAINTENANCE AND REPAIR.

(a) During the Term, Landlord shall (i) make all necessary repairs, replacements and renewals, interior and exterior, structural and non-structural, to keep the roof of the Building free of leaks and to keep the foundation, floor slabs and other structural supports of the Building in good and sound condition; (ii) maintain, repair and replace, as necessary, the HVAC Units serving the Premises; (iii) repair, replace or maintain any exterior or common utility lines so as to keep them in at least the functionally same condition as existing on the date of this Lease, (iv) make all other necessary repairs and replacements of the Premises which are not otherwise an obligation of Tenant under subsection (b) below; and (v) maintain the parking areas, driveways, travelways, including providing (A) adequate lighting of the exterior walkways and parking areas of the Premises, including the Parking Lot; and (B) snow and ice removal at the walkways, delivery areas and parking areas serving the Building and the Parking Lot.

(b) During the Term, Tenant shall keep the Premises in a clean and sanitary condition and shall be responsible for, at its sole cost and expense, routine maintenance and repairs of the interior of the Premises, including all plumbing fixtures, wiring, piping, fixtures, doors, walls, ceilings, floors, equipment and appurtenances serving the Premises, and shall replace all glass in the windows and doors broken during the Term. For purposes of this subsection, the term "routine maintenance and repairs" does not include the replacement of the roof or any other

major component of the Premises and does not otherwise include any repairs or replacements that are deemed "capital" in nature under generally accepted accounting principles.

(c) At the end of the Term or upon termination of this Lease, Tenant shall deliver up the Premises, and all alterations and additions made to or upon the same, in the same condition as it was first delivered by Landlord, ordinary wear and tear and damage due to casualty loss excepted, and in a broom-clean condition and will remove all personal property, goods and effects belonging to Tenant or anyone claiming through or under Tenant. Tenant shall be responsible at its own cost for bringing the Premises into compliance with State and Federal accessibility laws to the extent that compliance is required as a result of Tenant's specific use of the Premises if such use is different from the use of the Premises as of the date of this Lease, or accommodation of Tenant's employees or customers; any such work by Tenant shall require the prior written approval of Landlord as required elsewhere in this Lease, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Tenant shall contract, in its own name and pay all costs and expenses, for separately metered gas, electricity, heat and any and all other utilities and janitorial services furnished to or used in connection with the Premises. Tenant shall pay for all telephone and other telecommunication and data services supplied to the Premises and for the installation or modification of all wiring and equipment necessary to provide such services.

(e) Landlord shall be under no responsibility or have any liability for failure or interruption of any such repairs or services referred to in this Section 8, or for any interruption in utility services, for any cause except as directly and solely caused by Landlord, nor in any event for any indirect or consequential damages., so long as Landlord uses commercially reasonable efforts to minimize any resulting disruption to Tenant's access to and use of the Premises. Notwithstanding the foregoing, if at any time Tenant shall be unable to conduct its business because the Premises shall be without electricity, water, sewer service or other necessary public utility for a period of more than three (3) days (a "utility interruption"), then unless the utility interruption occurs primarily as a result of the acts or omissions of Tenant, its agents, employees or contractors, then rent and other charges to be paid by Tenant under this Lease shall abate from the date of interruption until one (1) day after the service or utility is restored, and if Landlord shall not be diligently pursuing such restoration, Tenant shall have the right of self-help to restore the utility interruption at Landlord's expense.

(f) Tenant shall not use, or suffer or permit the use of the 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 that would violate any applicable easements, conditions and restrictions affecting the Premises or any laws, ordinances and regulations of the United States, the State of Maine and local authorities having jurisdiction over the Premises, or which would overload or could cause an overload of the electrical or mechanical systems of the Building or which would exceed the floor load per square foot which the floor was designed to carry.

9. SIGNS, FIXTURES AND ALTERATIONS.

(a) Tenant shall not erect any sign(s) on the outside of the Building without first obtaining Landlord's written approval and consent, which consent will not be unreasonably withheld. Exterior signage must be in accordance with Landlord's standards and compatible with other signs at the Building. All of Tenant's signage shall be at its sole cost and expense, and subject to compliance with the City of Portland's Zoning Ordinances, rules and regulations, and any federal ordinances, rules and regulations. Tenant agrees to maintain all approved signage in good condition and repair at all times.

(b) Tenant shall not make or cause to be made any structural or material non-structural alterations, changes, additions or improvements to the Premises without first obtaining Landlord's prior written approval and consent. For purposes of this Section 9(b), "material" shall mean solely those alterations, additions, improvements or changes which in the aggregate will exceed more than \$5,000.00 to complete or more than \$2,000 to remove; and "structural" as used above in this section shall include, without limitation, wall or roof penetrating fixtures, equipment or improvements. Tenant shall in all cases present to Landlord reasonably detailed plans and specifications for any work, alteration, addition or improvement at the time approval is sought. Tenant shall obtain and maintain all necessary federal, state, and local governmental permits and approvals for any such work, and for the installation and display of any signage. Notwithstanding anything in this Lease, Tenant shall not allow under any circumstances any liens or encumbrances for work or materials to be placed on the Premises.

(c) Upon expiration of the Term or upon termination of this Lease, Tenant shall deliver up the Premises in the same condition as it was first delivered by Landlord, ordinary wear and tear and damage due to casualty loss excepted, and in a broom-clean condition and will remove all personal property, goods and effects belonging to Tenant or anyone claiming through or under Tenant. All non-structural alterations, decorations, signs, and trade fixtures made or installed by Tenant (except all plumbing, electric and gas fixtures, door mechanisms and the like permanently affixed to the Premises by Tenant, which shall automatically become part of the Premises without payment therefor by Landlord) shall remain the property of Tenant for the Term, or any extension thereof. Except as otherwise set forth herein, upon expiration of the term and so long as Tenant is not in default hereunder, Tenant may at its option remove some or all of such alterations, decorations, trade fixtures and, to the extent same are removed, restore the Premises as provided in Section 8(c) above. If Tenant fails to remove such alterations, decorations, signs and trade fixtures, and to restore the Premises as aforesaid, then upon the expiration of this Lease, and upon Tenant's removal from the Premises, all said alterations, decorations, signs and trade fixtures shall at the option of Landlord become the property of Landlord without payment or further documentation. Landlord may charge Tenant, and Tenant shall pay to Landlord, all costs for the removal of any unwanted alterations, decorations, signs, and trade fixtures installed by Tenant which are not removed from the Premises after the expiration of this Lease.

10. INSURANCE.

(a) Landlord shall maintain in full force and effect at all times during the term of this Lease, including any renewal thereof, policies of insurance insuring the Premises and the Building against loss or damage by fire or other casualty. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Building or such amounts as required by Landlord's lender. "Full Replacement Cost" shall mean the reasonable cost of replacing the Building without deduction for depreciation or wear and tear, such amount to be adjusted annually as necessary to reflect changes in the Full Replacement Cost, and including a reasonable sum for architectural, engineering and legal fees connected with the restoration or replacement of the Premises in the event of damage thereto or destruction thereof.

(b) Landlord shall maintain, from the time of its acquisition of the Premises until the Commencement Date, and Tenant shall maintain, during the term of this Lease and any renewal thereof, comprehensive general liability insurance covering claims that may be made against Landlord or Tenant for damage to property or injury or death of persons by reason of or in any way arising from occurrences on, about or with respect to the Premises, with a minimum of Two Million Dollars (\$2,000,000.00) combined single limit coverage, on an occurrence basis, or in such other amounts as Landlord may determine from time to time to be reasonable and customary in the greater Portland, Maine market area for similar properties. Each such policy shall be for the benefit of Landlord and Tenant, as insured or additional insured, and shall also name Landlord's lender as additional insured upon Landlord's request.

(c) Tenant shall pay to Landlord Tenant's Proportionate Share of all such insurance premiums during the term of this Lease as Additional Rent as provided in Section 4. Notwithstanding the foregoing, Landlord shall be solely responsible for such premiums for the period prior to the Commencement Date.

(d) Tenant agrees that it shall keep its property, including, but not limited to fixtures, merchandise and equipment, insured against loss or damage by fire or other casualty with the usual extended coverage endorsements. It is hereby acknowledged and agreed that Tenant assumes all risk of damage to its own property arising from any cause, including, without limitation, loss by theft or otherwise, excepting from this sentence any loss or damage suffered that is caused by Landlord's intentional or malicious acts or omissions.

(e) Each of Landlord and Tenant hereby releases the other and their officers, directors, members, managers, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Tenant and Landlord shall obtain a waiver of subrogation from their respective insurance companies.

(f) All insurance required from Tenant or Landlord shall be written by companies licensed to transact business in the State of Maine, which companies shall at all times during the

term hereof possess a Best's Key Rating of A (or its equivalent). All such insurance policies shall require the insurer to notify Tenant, Landlord and Landlord's lender of any cancellation of insurance at least thirty (30) days in advance thereof.

(g) All property policies insuring the Building or improvements (excepting Tenant's property for which Tenant is responsible hereunder) therein shall be payable to Landlord, provided that Landlord shall use any amounts payable to Landlord exclusively for the purpose of restoring the damage for which such payment was made to the extent required to be restored by Landlord or Tenant under this Lease, and provided that such policy or policies may be made payable to the holder of any first Mortgage on the Premises under a standard mortgagee clause provided such mortgagee agrees that it will in the event of loss make the proceeds of such insurance available to Landlord during the course of reconstruction and repair upon presentation of material and labor bills for work completed and an architect's certificate approving payment of such bills, and otherwise in compliance with such mortgagee's disbursement procedures and requirements, so that such moneys may be used by Landlord to pay for the costs of such repair or restoration work. Original certificates of insurance carried by each party evidencing the insurance coverages required hereunder shall be delivered to the other party upon its request and to Landlord's lender at Landlord's request. Landlord, Tenant and its lender shall have the right to receive authenticated copies of insurance policies maintained pursuant to this Lease and Tenant shall, upon written request of Landlord or Landlord's lender, deliver same to Landlord or Landlord's lender within ten (10) days of such request. Tenant shall comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises.

11. INDEMNIFICATION. Except to the extent caused by the intentional misconduct or grossly negligent acts or omissions of Landlord, its agents, servants or employees, Tenant shall defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including, but not limited to, reasonable attorneys' fees and disbursements) incurred or suffered by Landlord in connection with the loss of life, bodily injury, personal injury or damage to property occurring during the term of this Lease arising in whole or in part from any act or omission of Tenant, its agents, servants, employees, invitees, contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees in connection with the occupancy or use by Tenant of the Premises or the operation thereof by Tenant. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Tenant or its licensee or contractor under workers' or workmen's compensation acts, disability benefit acts or other employees benefit acts, and solely for purposes of this indemnity Tenant hereby waives any immunity or any such limitation provided by any such act. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Landlord in enforcing the provisions of this Section 11. The provisions of this Section 11 shall survive the termination or earlier expiration of the term of this Lease.

12. ESTOPPEL CERTIFICATE, SUBORDINATION AND ATTORNMEN.

(a) At any time and from time to time, within ten (10) business days of written request by Landlord or any mortgagee, Tenant agrees to deliver to any proposed mortgagee or

purchaser, or to Landlord, a written statement based upon the best of Tenant's then-current knowledge (but with such changes as are necessary to accurately reflect the then-current status of such matters): (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and, if requested by any mortgagee, agreeing not to amend or modify (except to the extent Tenant expressly has the right to do so hereunder) this Lease without mortgagee's written consent; (iv) certifying whether any notices of a default by Landlord have been sent pursuant to Section 14 hereof and whether any defaults described in any such notices have been cured; (v) certifying that there are no claimed defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults, offsets and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid, and, if requested by any mortgagee, agreeing not to prepay rent more than 30 days in advance; (vii) reciting the amount of security deposited with Landlord; and (viii) any other information which Landlord or the mortgagee may reasonably request. Upon the failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this paragraph within the period set forth, Landlord shall provide written notice to Tenant, explicitly referencing this paragraph, of Tenant's failure to comply with this paragraph and provide Tenant an additional three (3) business days to comply with this paragraph. The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this paragraph within the said period following the second written notice as set forth shall be a default under this Lease (i.e., the notice and cure period set forth in Section 19 below shall be inapplicable).

(b) Tenant agrees to subordinate this Lease, and all of Tenant's rights hereunder to any mortgage that may in the future exist upon the Premises or any part thereof, and any extensions, renewals or amendments thereof, and any replacements thereof (collectively, the "Mortgage"); provided that such subordination shall be effective only if and when a subordination, nondisturbance and attornment agreement containing commercially reasonable terms is entered into in respect of such Mortgage by the holder thereof ("Mortgagee") which agreement may provide, without limitation, that:

(i) the Tenant will not pay any rent under this Lease more than thirty (30) days in advance of its due date;

(ii) Tenant will not consent to the modification of any terms of this Lease nor to the termination thereof by the Landlord without the prior written consent of Mortgagee;

(iii) that the Mortgagee shall not be (i) liable for any act or omission of any prior landlord or (ii) subject to any offsets or defenses which Tenant might have against any prior landlord unless it has received written notification of same from Tenant prior to the date the Mortgagee takes possession or control of the Premises;

(iv) Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or

omission to the Mortgagee and until a reasonable period of time shall have elapsed following the giving of such notice during which period such holder shall have the right to remedy such act or omission;

(v) in the event the Mortgagee, its successors, transferees or assignees takes possession of the Premises or otherwise succeeds to the interest of Landlord hereunder pursuant to a foreclosure or other action taken under the Mortgage, the rights of Tenant shall continue in full force of effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease in case of the default of Tenant and Mortgagee or such successors, transferees or assignees shall not disturb Tenant's possession or other rights hereunder and that Tenant shall attorn to the Mortgagee, its successors, transferees or assignees under this Lease, and this Lease shall continue in full force and effect.

13. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall pay to Landlord Two Thousand Six Hundred Three and 33/100 Dollars (\$2,603.33) to be held by Landlord as security for the full and faithful performance and observance by Tenant of all covenants and conditions on Tenant's part to be performed and observed in accordance with this Lease and all extensions and renewals thereof. If Tenant defaults in respect of any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, payment of Rent, Landlord may, but shall not be required to, use, apply or retain the whole or any part of the security for the payment of any Rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security, or any balance thereof, shall be returned to Tenant after the time fixed as the expiration of the Term hereof, or such Term as extended or renewed, and after the removal of Tenant and surrender of possession of the Premises to Landlord. Whenever and as often as the amount of the security held by Landlord shall be diminished by Landlord's application thereof, Tenant shall, within ten (10) days after Landlord's request therefor, deposit additional money with Landlord sufficient to restore the security to its original amount. Tenant shall not be entitled to any interest on the aforesaid security. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of this Lease itself. In case of a sale or transfer of Landlord's interest in the Premises, or any cessation of Landlord's interest therein, whether in whole or in part, Landlord may pay over any unapplied part of said security to the succeeding owner of the Premises and from and after such payment Landlord shall be relieved of all liability with respect thereto. The provisions of the preceding sentence shall apply to every subsequent sale or transfer of the fee of the Premises, and any successor of Landlord may, upon a sale, transfer, or other cessation of the interest of such successor in the Premises, whether in whole or in part, pay over any unapplied part of said security to the successor owner of the Premises and shall thereupon be relieved of all liability with respect thereto.

14. LANDLORD DEFAULT. Landlord shall be considered in default of its obligations hereunder only if Landlord shall fail to perform such obligations within thirty (30) days after notice

by Tenant to Landlord specifying the nature of the alleged failure of Landlord to perform its obligations under this Lease, or, if such default cannot be cured within such time, within such additional time as is reasonably necessary to correct any such default provided that Landlord promptly commences cure and diligently pursues cure to completion. Notwithstanding anything to the contrary in this Lease, to the extent Tenant makes any payment or incurs other obligations as a result of Landlord's default, Landlord shall reimburse Tenant for such costs incurred, including, without limitation, reasonable attorneys' fees and disbursements in the event that Tenant substantially prevails in its claim for reimbursement. Any cure by Tenant shall not waive any claim for damages for breach of this Lease or any of Tenant's other remedies hereunder at any time thereafter. If any such reimbursements are not paid within thirty (30) days after demand, the same shall bear interest at the then prevailing prime rate of interest as reported in the Wall Street Journal.

15. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, but Landlord may reject the proposed assignment or sublease for any of the following reasons:

(i) The proposed use of the Premises after assignment or sublet is materially different from the use permitted under this Lease; or

(ii) The proposed assignee or subtenant does not have a financial condition reasonably acceptable to Landlord; or

(iii) Tenant does not agree and acknowledge in a written agreement satisfactory to Landlord its continuing and full obligations and liabilities to Landlord under this Lease notwithstanding the consummation of the proposed assignment or subletting.

(b) Any sublease shall provide that the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant hereunder and shall provide that there shall be no further subletting or assignment of the sublease without the prior written consent of both Landlord and Tenant. Landlord's consent to further subletting or assignment of a sublease may be rejected if the proposed assignee subtenant or sub-subtenant does not have a financial condition, proposed use, and/or reputation reasonably acceptable to Landlord. Any assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. No assignment or subletting shall be deemed to release Tenant from any of its obligations under this Lease. No consent by Landlord to any assignment or subletting shall be deemed or interpreted to be an amendment or modification to the terms of this Lease without Landlord's specific and express agreement to such amendment or modification.

(c) In no event shall any permitted assignee or subtenant further convey its interest without Landlord's express written consent, which shall be in Landlord's sole discretion.

16. GOVERNMENTAL REGULATIONS. Tenant and Landlord (subject to the allocation of responsibility to Tenant or Landlord under this Lease) shall comply with all municipal and county ordinances and state and federal statutes, rules and regulations now or hereafter in force, which are or shall become applicable to its use and occupancy of the Premises hereunder.

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

(a) If the Premises, or any part thereof, shall be damaged by fire, the elements, or other casualty, then Tenant shall give notice thereof to Landlord promptly following such occurrence, and except as hereinafter otherwise provided, and subject to the provisions of any mortgage(s) given by Landlord encumbering the Premises, Landlord shall commence, within thirty (30) days after the date of the actual receipt (by Landlord or its mortgagee) of insurance proceeds related thereto, to repair the Premises and shall thereafter prosecute the completion of such repair with due diligence. Landlord and Tenant agree that they will promptly and diligently pursue any applicable insurance proceeds that may be due in connection with any aforementioned occurrence. If the damage to the Premises shall render the whole or any part thereof unusable for Tenant's use as determined by Tenant and Landlord, a just proportion of the Base Rent, according to the nature and extent of the damage to the Premises, shall be abated from the date of such damage until the Premises or such part thereof shall be restored for the use and occupation of Tenant. Tenant shall promptly and fully cooperate in Landlord's efforts to collect insurance proceeds. Notwithstanding the foregoing or anything else in this Lease to the contrary, if after the beginning of the last Lease Year of the term (taking into account any extensions of the Initial Term and Tenant's renewal rights), the Premises shall be so damaged or destroyed to the extent of twenty-five percent (25%) or more of its insurable value, Landlord may, if it shall so elect in its sole discretion, terminate this Lease by notice to Tenant within ninety (90) days after Landlord's receipt of notice of any such casualty and this Lease shall thereupon terminate, and a just proportion of the rent shall be apportioned as of the time of termination.

(b) Upon completion of any repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to Tenant which shall have been damaged or destroyed and shall complete the same with due diligence. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury or interruption to the business of Tenant resulting from any casualty, Landlord's repair or restoration work or delays related thereto so long as Landlord is diligently pursuing restoration and repair in a commercially reasonable manner.

(c) Subject to the force majeure provisions of this Lease, if Landlord undertakes repair or restoration work under this Section and any substantial portion of the Premises remains untenable, inaccessible, or otherwise unsuitable for the permitted use on account of fire or other casualty, for a period of more than one hundred twenty (120) days from the date of the casualty to substantially complete such repair or restoration work and as of the end of this period, there is not a substantial likelihood that Landlord shall substantially complete restoration and/or other required repairs within forty-five (45) days from that date such that the repairs and restoration will be substantially complete by the end of such forty-five (45)-day period, then Tenant and Landlord shall each have the right to terminate this Lease by written notice to the other party, which notice shall be

effective only if received by the other party after said one hundred twenty (120) day period, but before the date of substantial completion.

(d) Force Majeure. Neither Tenant nor Landlord shall in any event be liable for failure to perform any of its obligations under this Lease (with the specific exception of Tenant's liability, covenant and obligation to pay Base Rent, Additional Rent and other charges hereunder and Tenant's and Landlord's obligations to maintain insurance coverages, which shall not be subject to the terms of this provision) when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of flood, earthquake, lightning, act of God, war or other emergency, or for any other cause beyond Landlord's or Tenant's, as the case may be, reasonable control.

18. EMINENT DOMAIN.

(a) If the whole of the Premises shall be acquired or condemned by eminent domain, then this Lease shall cease and terminate as of the date of such taking or purchase and all rent shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and Tenant hereby releases same, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible personal property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures or other tangible personal property.

(b) If any part of the Premises shall be acquired or condemned or purchased as aforesaid and in the event that the Landlord and Tenant reasonably conclude that such partial taking or condemnation or purchase shall render the Premises unsuitable for the business of Tenant (taking into account the possibility of reconfiguration of the Premises and the amount of space needed by Tenant), then this Lease shall cease and terminate as of the date of such taking or purchase. If Landlord and Tenant are not able to reasonably agree on whether such partial taking or condemnation or purchase renders the Premises unsuitable as provided above, Landlord and Tenant agree to submit such issue to mediation with such mediator and upon such terms and conditions as they shall agree upon. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease, with the exception of the rights enumerated in subparagraph (a) above, and the rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation or purchase which is not extensive enough in Landlord's and Tenant's reasonable opinion (or as determined pursuant to mediation as provided above) to render the Premises unsuitable for the business of Tenant, then Landlord shall commence within thirty (30) days after Landlord's receipt of the proceeds due to such taking (or as soon thereafter as is practical under the circumstances), condemnation or purchase to repair, reconfigure or restore the Premises to the extent reasonably necessary to render the remaining portions of the Premises suitable for the purposes for which the Premises were leased and to reconfigure, as reasonably necessary the remaining portion of the Building to a complete

architectural unit, provided that such work shall not exceed the scope and quality of the work originally required in the construction of such Building, less the portion lost in the taking or purchase. Landlord shall thereafter prosecute the completion of such efforts with due diligence subject further to delays resulting from any force majeure events, this Lease shall continue in full force and effect, and the Base Rent payable hereunder from and after said taking or purchase shall be proportionately reduced on a per square foot basis. If, during the course of such restoration, Tenant is deprived of the use of any or all of the Premises, the Base Rent shall be abated during the period of deprivation in proportion to the portion of the Premises made untenable. Landlord's efforts to restore hereunder shall be further subject to and expressly limited by the restrictions, ordinances, requirements and regulations imposed or enacted by duly constituted public authorities and to the amount and availability of the condemnation proceeds. Notwithstanding the foregoing or anything else in this Lease to the contrary, if after the beginning of the last Lease Year of the term (taking into account any extensions of the Initial Term and Tenant's renewal rights), there occurs an event of a partial taking or condemnation or purchase that requires under this Section 18 that the Premises be restored and/or reconfigured and such taking or condemnation results in an impact on the Premises that is the equivalent of twenty-five percent (25%) or more of their insurable value, Landlord may nonetheless, if it shall so elect, terminate this Lease by notice to Tenant within ninety (90) days after the date of the actual taking and this Lease shall thereupon terminate, and a just proportion of the rent shall be apportioned as of the time of termination.

(c) Upon completion of any repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to Tenant which shall have been damaged or destroyed or shall be in need of reconfiguration and shall complete the same with due diligence. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury or interruption to the business of Tenant resulting from any casualty, Landlord's repair or restoration work or delays related thereto so long as Landlord is diligently pursuing restoration and repair.

(d) Subject to the force majeure provisions of this Lease, if Landlord undertakes repair or restoration work under this Section and any substantial portion of the restored and/or reconfigured Premises remains untenable, inaccessible, or otherwise unsuitable for the permitted use, for a period of more than one hundred twenty (120) days from the date of Landlord's receipt of sufficient condemnation proceeds to substantially complete such restoration or reconfiguration and/or repair work and as of the end of this period, there is not a substantial likelihood that Landlord shall substantially complete restoration, reconfiguration and/or other required repairs within forty-five (45) days from that date such that the restoration, reconfiguration and/or other required repairs will be substantially complete by the end of such forty-five (45)-day period, then Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other party, which notice shall be effective only if received by the other party after said one hundred and twenty (120) day period but before the date of substantial completion. In the event of such termination, Tenant shall have no claim against the Landlord nor the condemning authority for the value of any unexpired term of this Lease and Tenant hereby releases same, provided, however, that Tenant shall have the right to claim and recover from the condemning authority only such compensation or damages as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's leasehold improvements, equipment, fixtures or other tangible

personal property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's leasehold improvements, equipment, fixtures or other tangible personal property.

19. TENANT DEFAULT.

(a) If:

(i) Tenant shall fail to pay Base Rent, Additional Rent or other charges within five (5) days of the date when due hereunder, or

(ii) Tenant shall fail to cure any default in the performance of any of its non-monetary covenants, agreements or obligations hereunder within fifteen (15) days of written notice of default from Landlord; provided that so long as such cure cannot reasonably be completed in fifteen (15) days and Tenant has diligently commenced and is pursuing a cure within said fifteen (15) days, Tenant shall have such additional time as is necessary to cure provided that Tenant promptly commences cure and diligently pursues such cure to completion; or

(iii) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for themselves or any of their property; or

(iv) Tenant shall be adjudged an involuntary bankrupt, or a decree or order for reorganization under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered against Tenant, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or

(v) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant to, or purporting to be pursuant to, the federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceedings for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(vi) Tenant's leasehold interest hereunder shall be taken on execution; or

(vii) A decree or order appointing a receiver of all or substantially all of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof;

then (notwithstanding any license of any former breach of this Lease or waiver of the benefit hereof or consent in any former instance) in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Premises, and upon such entry or mailing this

Lease shall immediately terminate, and all of Tenant's rights hereunder shall cease and terminate. In addition to the foregoing and not in lieu of any of Landlord's rights and remedies hereunder or at law or in equity, if a petition is filed by Tenant for relief under Chapter 11 of Title 11 of the United States Code, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Tenant and is not dismissed within sixty (60) days thereafter, then in either of such cases this Lease shall at the option of Landlord terminate upon notice of termination to Tenant.

(b) Further, in case of any termination of this Lease under this Section, and notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, Tenant, as of the date of such termination, (i) shall immediately pay to Landlord as damages all amounts due to Landlord prior to and including the date of termination; (ii) shall remain liable for and pay to Landlord both Base Rent and all forms of Additional Rent and all other balances due under this Lease as the same become due, including any penalties, interest, brokers' fees, attorneys' fees, or other costs associated with Tenant's default, less the net rent and additional rent received during such period from new leases of the Premises entered into pursuant to Landlord's "duty to mitigate" as described in Section 6010-A of Title 14, Maine Revised Statutes Annotated, as the same may be revised, replaced or amended from time to time, and to the extent the same is applicable to Landlord's recovery of damages from Tenant. In addition to the foregoing and notwithstanding any other damages or payments due from Tenant under this Lease or at law or in equity, Tenant agrees that, in the event of its breach of this Lease, it shall be liable to Landlord for Landlord's reasonable attorneys' fees and court costs related to or arising out of Tenant's breach or default of its obligations under this Lease, in the event of termination and otherwise.

(c) Landlord may, at its sole option and without waiving any claim for damages for breach of this Lease or any of Landlord's other remedies hereunder, at any time after an event of default cure such default on the account of Tenant, and Tenant agrees to reimburse Landlord for any amount paid by Landlord in so doing (including reasonable attorneys' fees) as Additional Rent and save Landlord harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor. Landlord's performance of any of Tenant's obligations or covenants shall not release Tenant from liability for nonperformance or breach and Landlord shall not be liable to Tenant for any interference or disruption of Tenant's operations or business caused by or related to Landlord's exercise of its rights hereunder, provided that such rights are exercised in a commercially reasonable manner.

(d) Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, the damages are to be proved, provided that such amount is equal to or less than the amount of the loss or damage referred to herein.

(e) Notwithstanding anything in this Lease to the contrary, and in addition to and not in lieu of anything specifically set forth herein, Landlord shall be entitled to all remedies available to landlords at law and equity, including, without limitation, the remedy of forcible entry and detainer. TENANT, FOR ITSELF, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS HEREBY

KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ACTION AND ANY PROCEEDING TO COLLECT ANY MONEY OR PAYMENTS DUE FROM TENANT UNDER THIS LEASE BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS. LANDLORD, FOR ITSELF, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING TO ENFORCE THIS LEASE BROUGHT BY TENANT, OR TENANT'S SUCCESSORS AND/OR ASSIGNS.

20. HAZARDOUS WASTE.

(a) Tenant covenants and agrees that, with respect to its operations and specifically with respect to any hazardous, toxic or special wastes, materials or substances including without limit waste oil and petroleum products, defined or identified in, or regulated by, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.) and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.) or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning the environment or any hazardous or toxic waste, substance or material (the "Hazardous Materials"), as now or at any time hereafter in effect (collectively, "Environmental Laws") which Tenant, its agents or employees, may use, receive, handle, store, permit on the Premises, or generate in the conduct of its business at the Premises, Tenant shall: (i) comply with all applicable Environmental Laws which relate to the treatment, storage, transportation and handling of Hazardous Materials; (ii) in no event permit or cause the discharge or disposal of Hazardous Materials in, on or about the Premises in violation of any applicable Environmental Laws; (iii) with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Tenant shall properly package and transport the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by any applicable Environmental Laws; (iv) at no time operate the Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of Hazardous Materials; (v) to the extent any Hazardous Materials may be temporarily stored at the Premises as part of the ordinary course of Tenant's business, store such materials in secure containers in compliance with all applicable Environmental Laws; (vi) at reasonable times permit Landlord, any mortgagee or their respective agents or employees to enter the Premises to inspect the same for compliance with the terms of this Section 20 and further make available to Landlord, upon five (5) days prior written notice, all manifests and other records which Tenant may be obligated to obtain and keep in accordance with any applicable Environmental Laws; and (vii) at Tenant's sole cost, risk and expense, remove and/or remediate in accordance with all applicable Environmental Laws all Hazardous Materials placed, discharged, released, arriving at, or deposited exclusively after the Commencement Date in, upon or under the Premises in violation any Environmental Laws; provided, however, Tenant shall not be responsible for any cost, risk, or expense that arises, in whole or in part, from any Hazardous Materials placed, discharged, released, arriving at, or deposited in, upon or under the Premises prior to the Commencement Date by anyone other than Tenant, its agents, employees or contractors (collectively, the "Prior Environmental Conditions").

(b) In addition to and not in derogation of any other indemnification obligations of Tenant under this Lease, Tenant further agrees to hold harmless and indemnify Landlord for and against any and all claims, loss, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Section 20; provided, however, this indemnification and hold harmless obligation of the Tenant shall not apply, and instead Landlord shall indemnify and hold harmless Tenant for any such claims, losses, costs, damages and expenses incurred by Tenant to the extent the same arise from any Prior Environmental Conditions.

(c) The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease.

21. ACCESS OF LANDLORD. Upon not less than twenty-four (24) hours prior verbal or written notice (except in case of emergency, when no prior notice shall be required) and subject to the reasonable requirements of Tenant to preserve the confidentiality of any portion of its business or operations, Landlord shall have reasonable access to the Premises for the purpose of examining the same, showing the same to potential purchasers, mortgagees or tenants (provided that showings to Tenants shall be made only during the final Lease Year), or to perform any of Tenant's obligations where Landlord is doing so under its exercise of its rights hereunder or to make any replacements or casualty repairs or perform any casualty or eminent domain-related reconstruction as is provided for under this Lease.

22. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall be binding upon and inure to the benefit of the successors and permitted assigns of Landlord and the successors and permitted assigns of Tenant. In the event of any transfer of Landlord's interest in the Premises, the party that is transferor of Landlord's interest shall cease to be liable and shall be automatically released from all liability for the performance or observation of any agreements or conditions on the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable therefor. Notwithstanding the foregoing, nothing in this paragraph shall release Landlord or any subsequent transferor from liability arising or accruing prior to the time of said transfer.

23. LANDLORD'S COVENANT OF QUIET ENJOYMENT. Upon payment by Tenant of the Base Rent, Additional Rent and other charges 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, subject to the terms and conditions hereof, peaceably and quietly hold and enjoy the Premises for the term of this Lease and any extensions thereof without hindrance or interruption by Landlord or any person or persons claiming by, through or under Landlord. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is or will be on the Commencement Date the fee owner of the Premises free and clear of all encumbrances and restrictions which would prevent or interfere with the use of the Premises for business offices; that all necessary governmental permits and approvals for Landlord's Work and for such use have been or will be in due course issued and in full force.

24. WAIVER. The waiver by any party to this Lease of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein contained. No payment by Tenant or receipt by Landlord of any Base Rent or other amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction (unless otherwise confirmed by Landlord in writing), and Landlord may accept any such check as full or partial payment of the due charges without prejudice to Landlord's right to recover the balance of such installment or payment or pursue any other rights or remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease shall reinstate, continue or extend this Lease term or Tenant's right of possession.

25. NOTICES. Any notice, demand, request or other instrument required or permitted to be given under this Lease shall be delivered in person or sent by FedEx or other recognized overnight courier service, and shall be addressed (a) if to Landlord addressed to Landlord, Attn: Norman Locke, 14 Candlebrook Lane, South Portland, Maine 04106, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, prior to the Commencement Date, to 310 Eastern Promenade, Unit 4, Portland, Maine 04101, and, after the Commencement Date, at the Premises, or at such other address as Tenant shall designate by written notice. All notices delivered in person shall be deemed received on the date of such delivery, and all notices delivered by overnight courier service shall be deemed received the next business day after mailing).

26. HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the term of this Lease and any extensions thereof, such possession shall be as month-to-month tenancy. During such month-to-month tenancy, the provisions of this Lease for the period just preceding such termination shall be applicable, except for monthly rent which shall be in the amount of one and one half (1.5) times the then-current monthly rent. Landlord or Tenant may terminate any such month-to-month tenancy by giving the other thirty (30) days prior written notice.

27. LANDLORD AND TENANT DEFINED; USE OF PRONOUN. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, trusts or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If either Landlord or Tenant is more than one party, then their obligations shall be joint and several.

28. 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 the meaning of this Lease.

(b) Neither party shall record this Lease without the prior written consent of the other, but each party agrees, at the request of the other, to enter into a mutually satisfactory short form Memorandum of Lease in recordable form, which Memorandum may be recorded by either party

in the Cumberland County Registry of Deeds. If this Lease shall terminate or expire pursuant to the terms and conditions set forth herein, Tenant shall, upon request of Landlord, execute and deliver a commercially reasonable instrument within seven (7) days after the effective date of such termination or expiration, in a form suitable for recording, acknowledging that the rights of Tenant under said Lease have so terminated or expired.

(c) 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 and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and 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.

(e) Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith have been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation, enforceable according to its terms. Each shall provide the other upon request with written evidence of such authority, power and capacity.

(f) This Lease shall be governed solely by the laws of the State of Maine, excluding the application of its choice of law principles. Tenant consents to the personal and subject matter jurisdiction of the United States Federal courts located in the State of Maine and the Maine State Courts located in Cumberland County Maine for the enforcement of or any dispute or matter arising under this Lease.

(g) The Tenant shall cause its shareholder, Stephanie Cabot, to execute a Guaranty of the obligations of the Tenant under this Lease in the form of Exhibit B attached hereto and made a part hereof.

29. BROKERAGE. Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning this Lease. In the event of any brokerage claims against Landlord by any other broker claiming by, through or under Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim. Landlord agrees that it shall be responsible for the commission to be paid to CBRE/The Boulos Company and for any other brokerage claims against Tenant by any other broker claiming by, through or under Landlord, Landlord agrees to defend the same and indemnify Tenant against any such claim.

[Signature Page Follows]

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

PLPROPERTIES, LLC

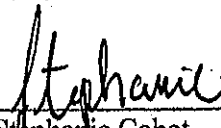
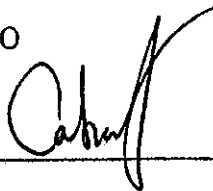
Witness



Witness

By: _____
Norman Locke
Its President

REVE CYCLING STUDIO

By:   _____
Stephanie Cabot
Its President

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

PLPROPERTIES, LLC

Deborah D. Milite
Witness

By: Norman Locke
Norman Locke
Its President

REVE CYCLING STUDIO

Witness

By: _____
Stephanie Cabot
Its President

EXHIBIT A
(Landlord's Work)

Scope of Landlord's Work (Subject to Section 5(a) of the Lease and that Landlord's costs shall not exceed \$15,000):

1. Vanilla Shell condition of Premises
2. Paint Premises in accordance with Tenant's specification
3. Construct internal wall in accordance with Tenant's specification
4. Construct s flooring in cycling studio in accordance with Tenant's specification
5. Flooring of Premises in accordance with Tenant's specification

EXHIBIT B
(Lease Guaranty)

In consideration of PLProperties, LLC, a Maine limited liability company (the "Landlord"), entering into a lease dated as of _____, 2013 (the "Lease") for those certain premises situated at 561 Forest Avenue in Portland, Maine, with REVE CYCLING STUDIO, a Maine corporation (the "Tenant"), the undersigned, the sole shareholder of the Tenant (the "Guarantor"), covenants and agrees with Landlord as follows:

1. The Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by the Tenant under the Lease, the Guarantor shall pay, and hereby agrees to pay the Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by the Tenant thereunder.

2. The Guarantor hereby waives all notice of default by the Tenant in performance of the covenants and conditions of the Lease, and the Landlord shall not be required to take any steps to enforce any rights against the Tenant or any other person to compel observation or performance of any of the covenants and conditions of the Lease prior to requiring the Guarantor to observe and perform such covenants and conditions of the Lease.

3. The Guarantor does further covenant and agree to pay all of the Landlord's expenses, including attorney's fees, incurred in enforcing the Tenant's obligations or in enforcing this Guaranty.

4. The Guarantor does further covenant and agree that the Landlord may from time to time during the term of the Lease or any extension or renewal thereof modify, change or alter any of the terms of the Lease by agreement with the Tenant without notice to the Guarantor and the Guarantor shall not be relieved of his liabilities hereunder as a result of such modifications, changes or alterations, it being expressly understood and agreed that the Guarantor will recognize and be bound by any such modifications, changes or alterations to the extent as though each modification, change or alteration had been part of the Lease as originally drawn. No notice shall be required to be given by the Landlord in the event the Lease is extended or renewed, it being the intention hereof that this Guaranty shall cover any such extension or renewal.

5. All of the provisions of this Guaranty shall inure to the benefit of the Landlord, its successors or assigns. The obligation of each Guarantor under this Guaranty shall be joint and several. This Guaranty shall be binding upon the heirs, successors and assigns of the undersigned.

6. Notice of Acceptance of this Guaranty is expressly waived.

The Guarantor signing below hereby represents and warrants that the address listed below

her signature is his true and correct residential address.

The parties executed this Guaranty as of February 1, 2013, intending to create an instrument executed under seal.

Stephanie Cabot

Residential Address:

