COMMERCIAL LEASE (NET LEASE)

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 01/05/16

1. PARTIES — 1053 Forest Avenue, LLC, a Maine limited liability company with a mailing address of 2(Portland, Maine 04103 ("LANDLORD"), hereby leases to Artstock d/b/a Artist & Craftsm with a mailing address of 1053 Forest Avenue, Portland, Maine 04103 ("TENANT"), and t LANDLORD the below-described leased premises.

2. LEASED PREMISES — The leased premises are deemed to contain 5,558 square feet, and are depicted on the a premises are located at 1053 Forest Avenue, Portland, Maine together with the right to use up parking spaces in the parking lot behind the Building. LANDLORD shall deliver the lease pı clean" condition with plumbing, electrical, and HVAC systems operational, but otherwi premises in its "AS IS" condition.

3. TERM — Unless sooner terminated as herein provided, the initial term of this lease shall be ten (10) years, commencing on June 1, 2015, and expiring on May 30, 2025.

4. RENT — TENANT shall pay to LANDLORD the following base rent during the term of this Lease, such base rent commencing on June 1, 2015:

Lease Years	Annual Base Rent	Monthly Base Rent
1	$41,685.00	$3,473.75
2	$42,935.52	$3,577.96
3	$44,223.60	$3,685.30
4	$45,550.32	$3,795.86
5	$46,916.88	$3,909.74
6	$48,324.36	$4,027.03
7	$49,774.08	$4,147.84
8	$51,267.36	$4,272.28
9	$52,805.40	$4,400.45
10	$54,389.52	$4,532.46

payable in advance on the first day of each month without any deduction or set off whatsoever, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD. If TENANT does not pay base rents, additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the amount due LANDLORD each month in addition to the rent then due.

Tenant shall pay the first two months of Base Rent upon execution of this Lease.

5. EXTENSION TERM — So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to extend this lease for one (1) consecutive extension term of ten (10) years duration. In order to exercise TENANT'S options, TENANT shall notify LANDLORD in writing of its intention to exercise such option on or before nine (9) months prior to the end of the initial term, said extension to be upon the same terms and conditions set forth in this Lease except for rent which shall continue to increase in each lease year by Three Percent (3.0%) over the previous lease year's base rent. In the event that TENANT fails to provide the above-described notice of exercise, time being of the essence, the option shall be deemed not to have been exercised and forever waived by TENANT.

6. SECURITY DEPOSIT — Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of $3,473.75, which shall be held as security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

7. ADDITIONAL RENT
A. TAXES — TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph C of this Article, Forty-Three Percent (43%) of the increase over tax year 2015 of all real estate taxes assessed on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof.

B. OPERATING EXPENSES — TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph C of this Article, Forty-Three Percent (43%) of all operating expenses incurred by Landlord in any lease year which are in excess of those incurred by Landlord in calendar year 2015. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its 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 but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building") Operating expenses include, but are not limited to: (i) all routine costs of maintaining the building, its fixtures and equipment, and the parking lot in a well-maintained condition; (ii) all premiums and other costs of insuring the Building and related land and LANDLORD'S personal property against fire, windstorm and other casualty and commercial general liability coverage (except for the component of premiums attributable to activities of other tenants that are extra hazardous); (iii) all costs of snow and ice removal, landscaping and grounds care; and (iv) administrative, legal, and property management fees, provided the same do not annually exceed 5.0% of annual gross rent. By way of example, replacement of the roof or HVAC equipment or resurfacing of the parking lot shall not be routine maintenance or repairs. TENANT'S share of the increase in operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

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C. ESTIMATED PAYMENTS

During each year of the term of this Lease after calendar year 2015, TENANT shall make LANDLORD, as additional rent for TENANT'S share of the increase in real estate taxes an (as described in subparagraphs A and B above) for the then-current year. Said estimated r along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S ann projected increases in taxes and operating expenses for the current year. After the end of e shall deliver to TENANT a statement showing the amount of such taxes and expenses and al the increase in the same. Such statement shall be deemed accurate by TENANT unles: objection thereto from TENANT within thirty (30) days of receipt by TENANT of such st thirty (30) days after such delivery, pay TENANT'S share of such increases to LANDLO estimated payments. If the estimated payments exceed TENANT'S share of the increase, th the next year's monthly payments for estimated additional rent.

8. UTILITIES AND SERVICES

Commencing on the term commencement date, TENANT shall pay, as they become due, all bills for electricity, natural gas, sewer, water and other utilities that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. TENANT shall be responsible, at TENANT'S sole cost, for regular waste disposal services to remove trash and waste generated in connection with TENANT'S business at the leased premises; until removed, all trash and waste shall be kept by TENANT in suitable outside containers located in an area approved by LANDLORD. TENANT shall be responsible for janitorial services for the leased premises.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the prior written consent of LANDLORD, as provided in Article 12 below.

9. USE OF LEASED PREMISES

TENANT shall use the leased premises only as professional office and retail store and as allowed under applicable land use laws. LANDLORD makes no representation regarding the permissibility of such use under applicable land use laws. TENANT shall be responsible, at TENANT'S sole cost, to obtain all necessary governmental permits, licenses, and approvals for the operating of TENANT'S business in the leased premises. It is the responsibility of TENANT to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the leased premises. LANDLORD makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the lease premises for TENANT'S intended use.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) no auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the parking areas, sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANTS use thereof required by law or any public authority, including without limitation the Americans with Disabilities Act, as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed. TENANT agrees to maintain the leased premises in a neat, clean, and sanitary condition and shall be responsible, at TENANT'S cost, for janitorial services necessary to keep the leased premises in such condition.

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

12. ALTERATIONS-ADDITIONS

TENANT may make cosmetic alterations or modifications, to the leased premises without LANDLORD'S consent. Notwithstanding the foregoing, any alterations, modifications or additions to the exterior of the building, the windows, the structure of the building, or the electrical, plumbing, or HVAC systems in the building shall require LANDLORD'S consent, which LANDLORD may withhold in its sole discretion. TENANT shall not permit anyone except TENANT to use any part of the leased premises for desk space of for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. All work to the leased premises performed by TENANT shall be performed in a good and workmanlike manner and in compliance with all applicable laws, regulations, ordinances and codes. TENANT shall not suffer or permit any lien of

any nature or description to be placed against the building, the leased premises or any portic such lien attaching by reason of the conduct of TENANT to immediately pay and remove the interpreted as meaning that TENANT has any authority or power to permit any lien of any na be placed upon LANDLORD'S title or interest in the building, the leased premises, or any po

During the term of this Lease, TENANT shall have the right to install signs identifying building above the leased premises and (ii) in the upper position on the pylon sign in front c that TENANT desires to install on the building or pylon sign must first be approved by LAN materials and location. Such approval shall not be unreasonably withheld or delayed. A designed and installed at TENANT'S sole cost and in compliance with applicable law and sh appearance, message and materials and congruent with any standards in use at the leased pren

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13. ASSIGNMENT-SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance, which consent shall not be unreasonably withheld. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease.

14. SUBORDINATION AND QUIET ENJOYMENT

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the Leased Premises are a part and TENANT agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the Leased Premises as LANDLORD for the balance of the lease term, the foregoing agreement being self-operating. TENANT shall, when requested, at any time and from time to time within five (5) business days of written request of LANDLORD or any mortgagee execute and deliver such written instruments in form satisfactory to LANDLORD and/or such mortgagee as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, and such agreement may if required by the mortgagee or purchaser contain the agreement not to pre-pay rent more than 30 days in advance, to provide the mortgagee or purchaser with notice of and reasonable opportunity to cure any defaults by LANDLORD, and not to amend, modify or cancel this Lease without the mortgagee's or purchaser's written consent, and agreeing to recognize such mortgagee or purchaser as having the rights of LANDLORD and to attorn to and recognize said holder or other person if requested. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the Leased Premises.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants and to affix to any suitable part of the leased premises a notice for letting the leased premises during the nine (9) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time to affix to any suitable part of the leased premises a notice for selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

Except to the extent caused by LANDLORD'S willful negligence, TENANT will defend and indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others. With respect to this indemnity only and not intending to provide any third-party beneficiary rights hereto, Tenant hereby waives the benefit of, and agrees not to assert as a defense, any immunity provided to Tenant under workers' compensation laws and regulations.

Except to the extent caused by TENANT'S negligence, LANDLORD will indemnify and hold TENANT harmless from any loss, claim, damage, or cost, including without limitation reasonable attorneys' fees, caused by (i) LANDLORD'S management or maintenance of the Building or parking lot or (ii) caused by LANDLORD'S negligence.

17. TENANT'S LIABILITY

TENANT shall (i) insure TENANT and LANDLORD, as an additional insured, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require

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and approve, but in amounts not less than Two Million Dollars ($2,000,000.00) combined si more than $5,000 per occurrence, (ii) insure LANDLORD and TENANT, as their interests ap and improvements of the leased premises under standard Maine form policies against fire risks, in such amounts and with such companies as LANDLORD shall reasonably requi subrogation if such waiver can be obtained without charge, and (iii) maintain at least the amo insurance as required by law. TENANT shall deposit with LANDLORD certificates for s commencement of the term, and thereafter within thirty (30) days prior to the expiration insurance certificates shall provide that such policies shall not be canceled without at least thi to each assured named therein.

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18. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a p casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. W renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPTCY

In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified within five (5) days of when due; or
(b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
(c) The leasehold hereby created shall be taken on execution, or by other process of law; or
(d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove 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 TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant; TENANT also shall reimburse LANDLORD for attorneys' and paralegals' fees incurred by LANDLORD in enforcing this Lease or in connection with TENANT'S breach of this lease, including without limitation any attorneys' and paralegals' fees incurred in connection with a bankruptcy proceeding.

In addition to and not in derogation of any and all remedies of LANDLORD hereunder or at law or in equity, if TENANT shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, LANDLORD may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of LANDLORD'S other remedies hereunder, at any time thereafter, cure such default for the account of TENANT, and TENANT agrees to reimburse LANDLORD for any amount paid by LANDLORD in so doing (including without limit 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.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing, with a copy to Tom S. Hanson, Esq., Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, P.O. Box 9729, Portland, Maine 04104-5029.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and

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reasonable wear and tear only excepted, first moving all goods and effects not attached to t damage caused by such removal, and leaving the leased premises clean and tenantable. If TENANT to leave any such goods and chattels at the leased premises, and TENANT does sc claims and rights in such goods and chattels as against LANDLORD or those claiming by, thr

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22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, it handle, store or generate in the conduct of its business at the leased premises TENANT wi laws, ordinances and regulations which relate to the treatment, storage, transportation Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Ma premises and in particular will not deposit any Hazardous Materials in, on or about the floo the trash containers which are customarily used for the disposal of solid waste; (iii) that TE and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local. TENANT shall indemnify and hold LANDLORD harmless from any and all claims, losses, damages, fines, penalties, demands, causes of action, judgments, costs and expenses, including without limitation attorneys' fees, incurred by LANDLORD arising from or in connection with TENANT'S breach of this paragraph. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD and LANDLORD'S managers, members or officer shall not be personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances shall LANDLORD ever be liable for punitive, indirect or consequential damages. Under no circumstance shall the principals, members, managers, partners, shareholders, officers, directors, or employees of LANDLORD have any personal liability or obligation under this Lease or in connection with the TENANT'S occupancy of the leased premises.

24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

28. MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances 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. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No

provision of this Lease may be modified or altered except by agreement in writing between I
no act or omission of any employee or agent of LANDLORD shall alter, change, or modify ar
Lease shall be governed exclusively by the provisions hereof and by the laws of the State
contained are for convenience only, and shall not be considered a part of this Lease.

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29. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, fin
the leasing of the leased premises other than LANDLORD'S broker Dan Greenstein of C
TENANT'S broker Craig Church of Magnusson Balfour Commercial (together, "Broker").
claims against LANDLORD by persons contacted by TENANT, other than Broker, TENAN
indemnify LANDLORD against any such claim.

30. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENA
SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TENANT MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD, OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUSTICE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

31. ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a form satisfactory to LANDLORD and/or such mortgagee, a written statement: (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 leased premises, and that the 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 agreeing not to amend, modify or cancel this lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this lease and there are no defenses or offsets against the enforcement of this lease by LANDLORD, or stating the defaults 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 agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. 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 herein shall LANDLORD shall be, at LANDLORD'S option, an Event of Default.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1 day of ~~May~~ June 2015.

TENANT: ARTSTOCK d/b/a
Artist & Craftsman Supply

By: _____
Larry Alderstein
Its duly authorized President

LANDLORD: 1053 FOREST AVENUE, LLC

By: _____
Chris LeFevre, its Manager

CL

Exhibit A

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 01/05/16

All interior walls 2 x 4 construction with sheet rock on both sides except where noted.

All exterior walls are cement cinder block.

All restrooms will meet the state's required dimensions for handicapped accessability.

All brail signs are at 5 feet high on the door lever side.

This is an approved fire rated wall.

No sprinklers in this section of building.
All interior doors have lever hardware.
Exit doors have panic hardware.

C Control Panel
Smoke Detector
H.E.A. Sensor
HS Horn/Strobe
A Annunciator
Pull Station
Aux Strobe

ARTSTOCK
D/B/A ARTIST & CRAFTSMAN SUPPLY

06/01/15

Vendor ID:ADJ Vendor Name: **CBRE/The Boulos Company**

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits
JULY 2015 RENT	06/01/15	3473.75	3473.75	0.00	
JUNE 2015 RENT	06/01/15	3473.75	3473.75	0.00	
SECURITY DEPOSIT	06/01/15	3473.75	3473.75	0.00	

RESURGAM. CITY OF PORTLAND, MAINE

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Net Che Date: 01/05/16

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

ARTSTOCK
D/B/A ARTIST & CRAFTSMAN SUPPLY
540 DEERING AVENUE PORTLAND, MAINE 04103
(207) 828-2555 FAX (207) 772-0001

Gorham
SAVINGS BANK
52-7445/2112

100856

********** Ten Thousand Four Hundred Twenty One & 25/100 Dollars

DATE	AMOUNT
06/01/15	****10,421.25

PAY TO THE ORDER OF: **CBRE/The Boulos Company**

Security features included. Details on back.

AUTHORIZED SIGNATURE

⑈100856⑈ ⑆211274573⑆ 6110029755⑈

ARTSTOCK
D/B/A ARTIST & CRAFTSMAN SUPPLY

100856

06/01/15 Check #:

Vendor ID:ADJ Vendor Name: **CBRE/The Boulos Company**

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
JULY 2015 RENT	06/01/15	3473.75	3473.75	0.00	0.00	3473.75
JUNE 2015 RENT	06/01/15	3473.75	3473.75	0.00	0.00	3473.75
SECURITY DEPOSIT	06/01/15	3473.75	3473.75	0.00	0.00	3473.75
					Net Check Amt	10421.25

Creative Imaging Group 207-883-2999 Order # 1619365-1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 01/05/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CE
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFF
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING I
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGAT
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate
certificate holder in lieu of such endorsement(s).

PRODUCER Cole Harrison Insurance 83 Main Street Kennebunk, ME 040437086	CONTACT NAME: Donna M Brunelle PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dbrunelle@coleharrison.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Ohio Security — 24082
INSURED Alaina Harris Alaina Marie 202 Pine Street So Portland, ME 04106	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BZS55922832	01/13/2015	01/13/2016	EACH OCCURRENCE	$ 1,000,000
	☑ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	☐ CLAIMS-MADE ☑ OCCUR						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB — OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB — CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Port City Apartments
c/o Peter Colesworthy
332 Fore Street
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Brunelle

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