

MAINE COMMERCIAL (SUB LEASE)

1. PARTIES

Sweetser with a mailing address of Attention: Jon Mistos, Sweetser 50 Moody Street, Saco, Maine 04072 ("SUBLANDLORD"), hereby Subleases to Anna Kavilionis, or their assigns, with a mailing address of 1001 Forest Avenue, Portland, Maine 04101("SUBTENANT"), and the SUBTENANT hereby Subleases from SUBLANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 1307± square feet. The Premises are located at **1001 Forest Avenue, Portland, Maine**, together with the right to use in common, with others entitled thereto, the parking area for access to said leased premises. The Subleased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Sublease.

3. TERM

The Term of this Sublease shall be for one (1) year and three (3) months, unless sooner terminated as herein provided, commencing on **March 1, 2015** and ending on **June 30, 2016**. **Tenant will have access to the building upon lease execution. Tenant will be responsible for separately metered utilities upon occupancy.**

4. RENT

The SUBTENANT shall pay to the SUBLANDLORD the following base rent:

<u>Sublease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$15,684.00	\$1,307.00

payable in advance in equal monthly installments on the first day of each month during the term, 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 SUBLANDLORD or to such agent and at such place as SUBLANDLORD shall from time to time in writing designate, the following being now so designated: 1001 Forest Avenue, Portland, Maine 04101. If SUBTENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Sublease, then SUBLANDLORD, 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 SUBTENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due SUBLANDLORD each month in addition to the rent then due.

5. SECURITY DEPOSIT Tenant to pay one month's rent at Lease execution as a security deposit.

6. RENT ADJUSTMENT
A. TAXES Included in base rent.

B. OPERATING COST Included in base rent.

7. UTILITIES
SUBTENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Subleased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the Subleased premises exclusively and all charges for telephone and other communication systems used at, and supplied to, the Subleased premises. SUBLANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above), so as to maintain the Subleased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the SUBLANDLORD'S control.

SUBLANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the subleased premises as of the commencement date of this Sublease. In the event SUBTENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the SUBTENANT'S sole obligation, provided that such installation shall be subject to the written consent of the SUBLANDLORD.

8. USE OF SUBLEASED PREMISES
SUBTENANT shall use the subleased premises only for the purpose of a day care center.

9. COMPLIANCE
WITH LAWS

SUBTENANT agrees to conform to the following provisions during the entire term of this Sublease: (i) SUBTENANT shall not injure or deface the Subleased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Subleased premises; (iii) SUBTENANT shall not permit the use of the Subleased 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) SUBTENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. SUBTENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by SUBLANDLORD for the care and use of the Subleased premises, the building, its facilities and approaches. SUBTENANT agrees to keep the Subleased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in SUBTENANT'S use thereof required by law or any public authority as a result of SUBTENANT'S use or occupancy of the premises or SUBTENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to SUBLANDLORD'S consent as provided in this Sublease.

10. MAINTENANCE
A. SUBTENANT'S
OBLIGATIONS

SUBTENANT acknowledges by entry thereupon that the Subleased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the SUBTENANT holds any part of said premises to keep the subleased 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, if SUBTENANT has subleased ground floor space, SUBTENANT 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 which is damaged or destroyed.

B. SUBLANDLORD'S
OBLIGATIONS

SUBLANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the Subleased 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 Sublease, 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 the SUBTENANT or the employees, contractors, agents or invitees of SUBTENANT, in which case such maintenance or repair shall be at the expense of the SUBTENANT and SUBTENANT shall pay all costs thereof.

11. ALTERATIONS -
ADDITIONS

SUBTENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the Subleased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except the SUBTENANT to use any part of the Subleased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of SUBLANDLORD. SUBTENANT shall not suffer or permit any lien of any nature of description to be placed against the building, the Subleased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of SUBTENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the SUBTENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the SUBLANDLORD'S title or interest in the building, the Subleased premises, or any portion thereof.

12. ASSIGNMENT-SUBLEASING

SUBTENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Sublease, or sublet or permit the demised premises or any part thereof to be used by others, without SUBLANDLORD'S prior express written consent in each instance which will not be unreasonably withheld. In any case where SUBLANDLORD shall consent to such assignment or subletting, SUBTENANT named herein shall remain fully liable for the obligations of SUBTENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Sublease. For purposes of this Sublease, the sale of stock of a corporate SUBTENANT or the change of a general partner of a partnership SUBTENANT shall constitute an assignment of this Sublease.

13. SUBORDINATION AND
QUIET ENJOYMENT

This Sublease 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 Subleased premises are a part and the SUBTENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Sublease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided Subtenant performs all of its obligations under this Sublease, Subtenant shall be entitled to the quiet enjoyment of the subleased premises.

14. SUBLANDLORD'S
ACCESS

SUBLANDLORD or agents of SUBLANDLORD may, at all reasonable times during the term of this Sublease, enter the Subleased premises (i) to examine the Subleased premises and, if SUBLANDLORD shall so elect, to make any repairs or additions SUBLANDLORD may deem necessary and, at SUBTENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the Subleased premises to prospective purchasers and mortgagees, and (iii) to show the Subleased premises to

prospective Subtenants during the six (6) months preceding the expiration of this Sublease. SUBLANDLORD also reserves the right at any time within six (6) months before the expiration of this Sublease to affix to any suitable part of the subleased premises a notice for letting or selling the subleased premises or property of which the subleased premises are a part and to keep the same so affixed without hindrance or molestation.

15. INDEMNIFICATION AND LIABILITY

SUBTENANT will defend and, except to the extent caused solely the negligence or willful misconduct of SUBLANDLORD, will indemnify SUBLANDLORD 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 SUBTENANT of the Subleased premises or any part of SUBLANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of SUBTENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Subleased premises. SUBTENANT shall also pay SUBLANDLORD'S expenses, including reasonable attorneys' fees, incurred by SUBLANDLORD in successfully enforcing any obligation, covenant or agreement of this Sublease or resulting from Subtenant's breach of any provisions of this Sublease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Sublease. Without limitation of any other provision herein, neither the SUBLANDLORD, its employees, agents nor management company shall be liable for, and SUBTENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by SUBTENANT or any person claiming through SUBTENANT 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 Subleased premises or due to any act or neglect of Subtenant or of any employee or visitor of SUBTENANT. 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 Subleased premises, whether owned by the SUBTENANT or others.

16. SUBTENANT'S LIABILITY
INSURANCE

SUBTENANT shall (i) insure SUBTENANT and SUBLANDLORD, as their interests appear, with general public liability coverage on the Subleased premises, in such amounts and with such companies and against such risks as the SUBLANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure SUBLANDLORD and SUBTENANT, as their interests appear, against loss of the contents and improvements of the Subleased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the SUBLANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. SUBTENANT shall deposit with SUBLANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

17. FIRE CASUALTY -
EMINENT DOMAIN

Should a substantial portion of the subleased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the SUBLANDLORD may elect to terminate this Sublease. When such fire, casualty, or taking renders the Subleased premises unfit for use and occupation and SUBLANDLORD does not so elect to terminate this Sublease, a just and proportionate abatement of rent shall be made until the Subleased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. SUBLANDLORD reserves and excepts all rights to damages to the Subleased 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, SUBTENANT grants to SUBLANDLORD all SUBTENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as SUBLANDLORD may from time to time request. SUBLANDLORD shall give SUBTENANT notice of its decision to terminate this Sublease or restore said premises within ninety (90) days after any occurrence giving rise to SUBLANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary, SUBLANDLORD'S obligation to put the Subleased 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 SUBLANDLORD for such use.

18. DEFAULT AND
BANKRUPTCY

In the event that:

(a) The SUBTENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or

(b) The SUBTENANT shall default in the observance or performance of any other of the SUBTENANT'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 SUBTENANT'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 SUBTENANT'S property, or petition is filed by SUBTENANT 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), SUBLANDLORD shall be entitled to all remedies available to SUBLANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and SUBLANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the SUBTENANT, or, if permitted by law, enter into and upon the Subleased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel SUBTENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner or 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 Sublease shall terminate; and SUBTENANT covenants and agrees, notwithstanding any entry or reentry by SUBLANDLORD, whether by summary proceedings, termination, or otherwise, that SUBTENANT shall, as of the date of such termination, immediately be liable for and pay to SUBLANDLORD the entire unpaid rental and all other balances due under this Sublease for the remainder of the term. In addition, SUBTENANT agrees to pay to SUBLANDLORD, as damages for any above described breach, all costs of reletting the Subleased Premises including real estate commissions and costs of renovating the Premises to suit any new Subtenant.

19. NOTICE

Any notice from the SUBLANDLORD to the SUBTENANT relating to the Subleased premises or to the occupancy thereto, shall be deemed duly served, if left at the Subleased premises addressed to SUBTENANT, or if mailed to the Subleased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to SUBTENANT. Any notice from SUBTENANT to SUBLANDLORD relating to the Subleased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the SUBLANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to SUBLANDLORD at SUBLANDLORD'S address set forth in Article 1, or at such other address as SUBLANDLORD may from time to time advise in writing.

20. SURRENDER

SUBTENANT shall at the expiration or other termination of this Sublease peaceably yield up the Subleased premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Subleased premises, repairing all damage caused by such removal, and leaving the Subleased premises clean and tenantable. If SUBLANDLORD in writing permits SUBTENANT to leave any such goods and chattels at the subleased premises, and SUBTENANT does so, SUBTENANT shall have no further claims and rights in such goods and chattels as against SUBLANDLORD or those claiming by, through or under the SUBLANDLORD.

21. HAZARDOUS MATERIALS

SUBTENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which SUBTENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the Subleased premises SUBTENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that SUBTENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Subleased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that SUBTENANT will with advance notice and at all reasonable times permit SUBLANDLORD or its agents or employees to enter the Subleased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from SUBLANDLORD copies of all records which SUBTENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Sublease, SUBTENANT will, at its expense, remove all Hazardous Materials from the Subleased premises which came to exist on, in or under the Subleased premises during the terms of this Sublease or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) SUBTENANT further agrees to deliver the Subleased premises to SUBLANDLORD at the termination of this Sublease free of all Hazardous Materials which came to exist on, in or under the Subleased premises during the term of this Sublease or any extension 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.

22. LIMITATION OF LIABILITY

SUBTENANT agrees to look solely to SUBLANDLORD'S interest in the building for recovery of any judgment from SUBLANDLORD it being agreed that SUBLANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that SUBTENANT might otherwise have to obtain an injunctive relief against SUBLANDLORD or

SUBLANDLORD'S successors in interest, or any other action not involving the personal liability of SUBLANDLORD.

23. SUBLANDLORD
DEFAULT

SUBLANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until SUBLANDLORD 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 the SUBTENANT to the SUBLANDLORD properly specifying wherein the SUBLANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Subleased premises are a part notifies SUBTENANT that such holder has taken over SUBLANDLORD'S rights under this Sublease, SUBTENANT shall not assert any right to deduct the cost of repairs or any monetary claim against SUBLANDLORD from rent thereafter due and accruing, but shall look solely to the SUBLANDLORD for satisfaction of such claim.

24. 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 covenant, condition or duty.

25. SUCCESSORS AND
ASSIGNS

The covenants and agreements of SUBLANDLORD and SUBTENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successor and assigns, but no covenant or agreement of SUBLANDLORD, 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.

26. HOLDOVER

If SUBTENANT fails to vacate Subleased premises at the termination of this Sublease, then the terms of this Sublease 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 preceding such termination; but this provision shall not be interpreted as consent or permission by the Sublandlord or SUBTENANT to holdover at the termination of this Sublease and terms of this holdover provision shall not preclude SUBLANDLORD from recovering any other damages which it incurs as a result of SUBTENANT'S failure to vacate the Subleased premises at the termination of this Sublease.

27. MISCELLANEOUS

If SUBTENANT is more than one person or party, SUBTENANT'S obligations shall not be joint and several. Unless repugnant to the context, "SUBLANDLORD" and "SUBTENANT" mean the person or persons, natural or corporate, named above as SUBLANDLORD and SUBTENANT respectively, and their respective heirs, executors, administrators, successor and assigns. SUBLANDLORD and SUBTENANT agree that this Sublease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Sublease in recordable form and mutually satisfactory to the parties.

If any provision of this Sublease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Sublease or 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 Sublease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Sublease or a summary of some or all of its provisions for examination by SUBTENANT does not constitute a reservation of or option for the premises or an offer to Sublease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the SUBLANDLORD and SUBTENANT. Employees or agents of SUBLANDLORD have no authority to make or agree to make a Sublease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between SUBLANDLORD and SUBTENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Sublease may be modified or altered except by agreement in writing between SUBLANDLORD and SUBTENANT, and no act or omission of any employee or agent of SUBLANDLORD shall alter, change, or modify any of the provisions hereof. This Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Sublease.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of January, 2015.

SUBLANDLORD:

SUBTENANT:

Sweetser

Anna Kavilionis

[Signature]

[Signature]

[Name/Title]

[Name/Title]

[Witness to Subtenant]

[Witness to Sublandlord]