

LEASE

THIS INDENTURE OF LEASE dated as of the 11th day of September 2014, is made by and between **Forefront Partners I, LP**, a Maine limited partnership organized and existing under the laws of the State of Maine and having a mailing address of c/o CBRE|Boulos Asset Management, One Canal Plaza, Suite 500, Portland, ME 04101, (hereinafter called the "Landlord") and **Oligrew, LLC d/b/a Color Me Mine of Southern Maine**, a Maine limited liability company with a mailing address of 169 Falmouth Street, Portland, ME 04102, (hereinafter called the "Tenant").

WITNESSETH that for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed and to be kept, performed and fulfilled, the parties agree as follows:

Section 1 - Premises. Landlord hereby demises and lets unto Tenant, and Tenant hereby leases from Landlord certain space in that certain brick building known as "Forefront Brick North" (hereinafter the "Building") situated at the Forefront at Thompson's Point subdivision in Portland, Maine (hereinafter the "Subdivision") with an address of 1 Thompson's Point, Portland, Maine, premises consisting of approximately 2,277 +/- square feet of space, and being shown as the building space highlighted on Exhibit A annexed hereto the ("Premises"), together with all rights of way access and easements appurtenant to the Building situated in the Subdivision. Phase I of the Forefront at Thompson's Point Subdivision (and the location of the Building) is generally depicted on Exhibit C attached hereto.

Tenant shall have the right during the term of this Lease to use the common areas of the Building and the lot on which the Building is located, that are designated by Landlord for the common use of occupants of the Building. In addition, Tenant shall have the right in common with all other occupants of the Building, their customers and invitees, to use the Common Areas which are situated on the Subdivision from time to time and made available for such use. Tenant's use of the Premises and the Common Areas shall be in accordance with and subject to the covenants, terms, and conditions contained in that certain Declaration of Easements, Covenants and Restrictions approved by the City of Portland and to be recorded in the Cumberland County Registry of Deeds as it may be amended (the "Declaration"), including the Development Documents as defined in the Declaration, and the rules and regulations promulgated pursuant thereto.

Section 2 - Term. The term of this Lease shall be for a period of approximately ten (10) years, commencing February 1, 2015, (the "Lease Commencement Date") and shall terminate on January 31, 2025.

- (i) Landlord's Work. Landlord shall renovate the Premises to a vanilla shell condition as described on Exhibit B attached hereto. The Landlord shall make improvements to the parking lot and grounds as depicted on the attached Exhibit C (Master Site Plan).

Section 3 – Base Rent.

(a) Tenant shall upon Lease execution pay to Landlord the first years Base Rent in the amount of Twenty Six Thousand One Hundred Eighty Five and 50/100 Dollars (\$26,185.50). Commencing February 1, 2016, Tenant shall pay to Landlord Base Rent for the Premises monthly, in advance, on or before the first day of each month, payable in equal monthly installments of Two Thousand Two Hundred Forty Seven and 59/100 Dollars (\$2,247.59). The Base Rent shall increase thereafter by three percent (3%) for each successive twelve month period.

(b) Tenant shall be responsible for all Premises' utilities and Additional Rent as described in Section 4 upon the Lease Commencement Date.

Section 4 - Additional Rent. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share (as hereinafter defined) of all of the costs of the Building, which costs may include but shall not be limited to i) cleaning and maintenance of the common areas of the Building and lot on which the Building is located, ii) clearing and snow removal from parking area and access drives, iii) trash removal, iv) insurance carried by Landlord with respect to the Building and lot on which the Building is located, v) real estate taxes, vi) landscaping, vii) management fees, viii) repairs and maintenance of the Building and other improvements on the lot on which the Building is located, ix) maintenance and other costs related to water, sewer, storm drainage and other utility service provided to the Building and lot on which the Building is located to the extent such utilities are not separately metered to the Premises and other tenant premises, x) the proportionate share of Common Expenses payable by Landlord with respect to the lot on which the Building is located pursuant to the Declaration, xi) maintenance and other costs related to parking; and xii) other expenses as deemed necessary by Landlord. This Lease is a triple net lease. The term "real estate taxes" as used in the paragraph shall be deemed to include all assessments, impositions and other governmental charges, ordinary and reasonable, which may be levied, assessed or otherwise become a lien upon or charge against the Building and the lot on which the Building is located. Additional rent will be in monthly installments, due with the monthly payments of the Base Rent, based on the budget provided by Landlord to Tenant. Such monthly installments during 2014 shall be Nine Hundred Forty Eight and 75/100 Dollars (\$948.75). Landlord shall reconcile actual costs and expenses with the budget figures at least annually and make appropriate adjustments with Tenant.

For the purposes of this Lease, Tenant's Proportionate Share is a fraction, the numerator of which is 2,277 and denominator of which is the total rentable area of the Building. At the time of signing of this Lease, such Proportionate Share is 18.35%.

Section 5 - Payment of Rent and Late Charges. Payments due under Sections 3 and 4 above shall be made at c/o CBRE|Boulos Asset Management, One Canal Plaza, Suite 500, Portland ME, 04101, or such other place as Landlord may designate in writing, on or before the first of each month. If the payment is not received by Landlord on the first day of each month, Landlord shall be entitled to, and Tenant shall pay to Landlord a late fee equal to five percent (5%) of the late payments and if payment is not received by the 10th of the month, it shall bear interest from the first of the month at the greater of (i) 12% per annum or (ii) the prime rate published in the Wall Street Journal, as it may be adjusted from time to time, plus 4% per annum, but in no event more than the highest rate of interest allowed by applicable law. All

payments under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, and counterclaim or set-off. At any time after Tenant has twice been more than five days late in the payment of monthly rent, Landlord may require Tenant to establish a system for the payment of monthly rent by automated electronic funds transfer.

Section 6 - Security Deposit. Simultaneously with the execution of this Lease, Tenant has deposited the sum of Four Thousand Three Hundred Sixty Four and 26/100 Dollars (\$4,364.26), (the "Deposit") with Landlord as security for the full and faithful performance by Tenant of all of the terms and conditions of this Lease required to be paid or performed by Tenant. Landlord may apply any portion of the Deposit for the payment of any payments of rent, additional rent or sums due to Landlord hereunder for which Tenant is in default, to discharge any liens which Tenant fails to discharge as required by Section 12 and Section 17 and for any damages to the Premises (excluding reasonable wear and tear) caused by any affirmative or negligent act by Tenant, its employees, servants or invitees or to put the premises in the condition required by Section 10. Promptly following any application of the Deposit, Tenant shall pay to Landlord an amount needed to restore the Deposit to its original amount. Tenant shall not be entitled to interest on said Security Deposit. Upon the expiration of this Lease and Tenant's vacating of the Premises, Landlord shall return the Deposit to Tenant less any amounts applied by Landlord to said rent or damages within 90 days.

Section 7 - Taxes and Assessments. Landlord shall pay and discharge all real estate taxes and levies, and charges and governmental impositions, duties and charges of like kind and nature, which shall or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Building containing the Premises, subject to Tenant making the payments of Additional Rent as required in Section 4 above. Tenant shall pay all personal property taxes and other governmental impositions on its personal property and fixtures located at the Premises. Tenant acknowledges that the Landlord (or its mortgage lender) may receive Tax Increment Financing reimbursements related to its development of the Thompson's Point project and that any such reimbursements shall not be credited toward, or effect in any way, the real estate taxes due to the City or in the amount Tenant is required to pay to Landlord as Additional Rent.

Section 8 - Quiet Enjoyment. Landlord shall put Tenant in possession of the Premises at the beginning of the term hereof, and Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Premises without hindrance by, from or through Landlord, subject to the terms of this Lease.

Section 9 - Signs. Tenant shall not install or alter any exterior signs on the Premises without the prior written approval of Landlord. Such approval shall be subject to design standards in use at Brick North and at Thompson's Point and shall not be unreasonably withheld. Tenant's signage shall be at Tenant's sole cost and expense and in compliance with all federal, state and local laws and ordinances.

Section 10 - Repairs by Tenant. Tenant shall, at its own expense, be responsible for all maintenance and repairs to the Premises, including, without limitation, light bulbs, ballasts, the heating, ventilating and air conditioning systems serving the Premises (except capital replacements as described in Section 11 below), and for all interior painting desired by Tenant

and for the replacement of broken glass within the Premises (which includes the exterior windows). Tenant shall enter into an HVAC maintenance contract with a suitable contractor (which contract and contractor must be approved in writing by Landlord) to perform regularly scheduled maintenance of said heating, ventilating and air conditioning systems, and such maintenance will comply with all requirements needed to comply with the terms of any applicable warranties, provided that Landlord shall have the right in its sole discretion to enter into a maintenance contract with a contractor selected by Landlord for the HVAC units serving the Premises and certain of the other HVAC units at the Building. With respect to any periods when Landlord has elected to have any such HVAC contract in effect, Landlord will send Tenant periodic billings for the costs of such HVAC maintenance contract allocated to the Premises and Tenant shall be obligated to pay such HVAC service bills to Landlord as a further item of Additional Rent subject to all of the terms and conditions set forth in this Lease applicable to other Additional Rent. If Landlord shall thereafter elect to cease carrying such contract, Tenant shall once again directly enter into its own maintenance contract as provided herein.

All interior safety devices such as fire extinguishers, interior office locks, emergency exit lights, etc., are the responsibility of each Tenant to provide and maintain. One fire extinguisher is required at each entrance to your Leased Premises, or as designated by the Fire Department. Tenant shall maintain these required safety devices in working order.

Tenant shall also promptly make any repairs lawfully required by any public authority, which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein. At the expiration of this Lease or earlier termination hereof for any cause herein provided for, Tenant shall remove all personal property, chemicals and Hazardous Materials from the Premises, comply with any site closure requirements under applicable laws or ordinances and deliver up the Premises to Landlord broom clean and in the same sanitary and attractive condition and state of repair as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

In the event Tenant fails to make promptly any repairs required of Tenant hereunder, or fails to perform any of its other obligations, Landlord may, at its option, if such failure continues for more than five (5) days after Landlord has provided notice to Tenant, make such repairs or perform such obligations to Tenant's account and the cost thereof will become an obligation of Tenant under this Lease, payable within thirty (30) days of demand and any such amount shall bear interest at the prime rate published in the Wall Street Journal plus 10% per annum, as may from time to time be determined, from the date of demand.

As part of Tenants' Repair and Maintenance obligations, Tenant is responsible for compliance with laws, ordinances and regulations relating to maintenance and repair of refrigeration containing appliances or HVAC, including without limit, the Clean Air Act. Tenant shall ensure that all of the contractors or agents performing repair or maintenance work on such appliances or systems are properly certified for such work. Tenant shall make available to Landlord upon request all materials required to be maintained relating to repair, maintenance, record keeping and reporting requirements under such laws, ordinances or regulations and shall promptly have performed such repair or remediation in accordance with such laws, ordinances and regulations.

Section 11 - Landlord's Maintenance. Landlord shall be responsible for structural maintenance (roof replacement, foundation repair and exterior wall repair) of the Building and for any necessary capital replacements of major components of the HVAC system serving the Premises. Non-capital expenditures relating to such maintenance may be included in the costs described in clause (viii) of Section 4. The parties acknowledge that it is their intention that this Lease shall otherwise be an absolute net lease, so-called, and that Tenant has responsibility for all non-structural maintenance and repair to the Premises, together with payment of all reasonable costs and expense associated with the Premises excepting only any responsibility specifically accepted by Landlord hereunder.

Section 12 - Alterations and Additions. Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. Tenant shall not make any penetrations of the roof or exterior wall except for roof penetrations at a location approved in writing by Landlord and performed by the roofing contractor designated by Landlord. Landlord's consent to any penetrations of the rear wall of the Premises shall be conditioned on payment by Tenant to Landlord of an additional security deposit in the amount of Landlord's estimate of the cost for replacement of the affected panel(s) in the rear wall. After Tenant vacates the Premises at the end of the term Landlord shall replace such panels using the security deposit with any unused funds being returned to Tenant or otherwise applied as provided in Section 6. Landlord may require satisfactory evidence of available financing for any such alterations or additions. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the construction as of the Lease Commencement Date. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any alterations or improvements made by Tenant shall become the property of Landlord at the termination of occupancy as provided herein. Landlord reserves the right to require that Tenant demolish and remove, at Tenant's sole expense, any alterations or improvements made by Tenant. Such demolition and removal will be completed prior to Tenant vacating the premises upon the expiration or termination of this Lease. Within ten (10) days of execution of this lease, Tenant shall provide Landlord with its proposed layout for its fit-up and improvements for Landlord's review and approval, which shall not be unreasonably withheld, conditioned, or delayed.

Section 13 - Machinery, Equipment and Trade Fixtures. Tenant agrees that it shall not install any machinery, equipment, trade fixtures or appurtenances thereto in the Premises which cannot be removed from the Premises without damage to the Premises. Tenant agrees that (a) all machinery and equipment, and appurtenances thereto, installed in the Premises by Tenant, or by any employee, agent or subcontractor of Tenant, or by any Subtenant of Tenant, which may be removed from the Premises without substantial damage to the Premises and (b) all furniture, furnishings and movable trade fixtures installed in the Premises shall be deemed to remain personal property and that all such machinery, equipment, appurtenances, furniture and movable trade fixtures of Tenant or of any employee, agent or subcontractor or Subtenant of Tenant, must be removed, prior to the expiration of this Lease or its earlier termination for any cause herein provided for. Tenant shall repair any damage occasioned by such removal and shall restore the Premises to their condition as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

Any such property which is required to be removed pursuant to the provisions hereof and which is not so removed prior to the expiration or earlier termination of this Lease may be removed from the Premises by Landlord and stored for the account of Tenant; and if Tenant shall fail to reclaim such property within sixty (60) days following such expiration or earlier termination of this Lease, such property shall be deemed to have been abandoned by Tenant and may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor. Tenant shall pay to Landlord all reasonable costs incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such property.

Section 14 - Utilities, Cleaning and Trash Removal. Tenant shall make arrangements for, and shall pay when due all charges for (i) all utilities, including but not limited to gas, electricity, heat, power, telephone (ii) cleaning and janitorial services for the interior of the Premises, (iii) trash removal services for all wastes from the Premises and (iv) any other services supplied to Tenant at the Premises, and shall hold and save Landlord harmless from any expense or liability connected therewith. Landlord shall be under no responsibility to supply either heat or hot water to the Premises at any time whatsoever. Landlord will provide utility connections up to the premises. In no event shall Landlord be responsible or liable to Tenant or anyone claiming under Tenant for failure or cessation of supply of any utilities.

Section 15 - Use of the Premises.

(a) The Premises shall be used for the retail sale of unfinished and finished pottery, and instruction of custom painting and firing of pottery and all other craft and related items finished or unfinished that are available for sale within the Color Me Mine system by a majority of Color Me Mine studios, and for no other purposes. All other uses are subject to Landlord approval, which shall not be unreasonably withheld, conditioned, or denied, provided the proposed use does not compete with other uses at the Subdivision and does not, in Landlord's sole discretion, result in significantly higher parking requirements. In its use of the Premises, Tenant shall comply with all statutes, ordinances and regulations applicable to the use thereof, including, without limiting the generality of the foregoing, the Zoning Ordinance of the City of Portland, Maine, as now in effect or as hereafter amended. No business shall be operated or conducted on the Premises which involves heavy manufacturing or which is noxious or offensive.

(b) Tenant shall not injure or deface, or commit waste with respect to the Premises, nor occupy or use the Premises in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any unlawful, illegal, disreputable or extra hazardous use, take all necessary steps to discontinue such use.

(c) Tenant shall procure any licenses or permits required by any use of the Premises by Tenant.

(d) Tenant's use of the access roads, parking areas and loading areas on the Subdivision shall be subject to any reasonable rules or regulations which may be established

from time to time by Landlord or pursuant to the Declaration. Tenant shall not park storage trailers or store any items of its property on said exterior common areas.

(e) Tenant shall not permit any employee, servant, invitee or visitor of Tenant to violate the covenants or obligations of Tenant hereunder.

Section 16- Subleasing - Assignment.

(a) Tenant shall not, without the prior written consent of Landlord and subject to lender review and approval, assign this Lease in whole or in part, or sublet the Premises or any portion thereof, unless it is an approved franchisee of Color Me Mine, Inc., so long as (i) the Tenant is not in default under the Lease beyond any applicable cure period; (ii) the new Tenant has a net worth of at least \$250,000; (iii) the new Tenant meets all franchisor's requirements, which shall be no less stringent than those required as of the date of a Lease; and (iv) Landlord consents to the Assignment or Sublease. In the event of such assignment or sublease, Tenant shall remain liable to Landlord for all the rentals called for under the terms of this Lease and for the performance of all covenants herein to be performed by Tenant.

(b) It is agreed that if Landlord shall consent to such assignment or subletting, and Tenant shall thereupon assign this Lease or sublet all or any portion of the Premises, then and in that event Tenant shall pay to Landlord, as additional rent, (i) in the event of an assignment, the amount of all monies, if any, which the assignee has agreed to and does pay to Tenant in consideration of the making of such assignment less however all out of pocket costs actually incurred by Tenant in connection with the making of such assignment, including but not limited to any brokerage fees, advertising and alteration costs; and (ii) in the event of a subletting, the amount, if any, by which the fixed basic rent plus additional rent payable by the Subtenant to Tenant shall exceed the fixed basic rent plus additional rent allocable to that part of the demised premises affected by such sublease pursuant to the provisions of this Lease, plus the amounts, if any, payable by such Subtenant to Tenant pursuant to any side agreement as consideration (partial or otherwise) for Tenant making such subletting.

Landlord shall have the right to assign this Lease or any of the rights and benefits accruing to it thereunder.

Section 17 - Mechanic's Lien. In the event of the filing in the Cumberland County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released and discharged without delay.

Section 18 - Liability. Except for injury or damage caused by the willful or grossly negligent act of Landlord, its servants or agents, Landlord shall not be liable for any injury or damage to any person happening on or about the Premises or for any injury or damage to the Premises or to any property of Tenant or to any property of any third person, firm, association or corporation on or about the Premises. Tenant shall, except for injury or damage caused as aforesaid, indemnify and save Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable counsel fees, and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or

damage which shall or may happen on or about the Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises or the installation of any property therein or the removal of any property therefrom. Tenant agrees to look solely to Landlord's interest in the Building for recovering of any judgment or claim against Landlord.

Section 19 - Liability Insurance. Tenant shall throughout the term hereof procure and carry, at its expense, comprehensive liability insurance on the Premises with an insurance company authorized to do business in Maine and acceptable to Landlord. Landlord shall throughout the term procure and carry comprehensive liability insurance on the common areas of the Building and the lot on which the Building is located, which cost shall be included in the additional rent due under Section 4. Such insurance shall be written on an "occurrence" basis; and shall provide coverage of at least \$1,000,000.00 in case of death of or injury to one person; at least \$1,000,000.00 in case of death of or injury to more than one person in the same occurrence; and at least \$1,000,000.00 in case of loss, destruction or damage to property. Tenant shall furnish to Landlord a certificate of such insurance which shall name Landlord and Landlord's agent as an additional insured and shall provide that the insurance indicated therein shall not be canceled without at least twenty (20) days' written notice to Landlord.

Section 20 - Fire and Extended Coverage Insurance. Landlord shall procure and continue in force during the term hereof fire and extended coverage insurance on the Building containing the Premises. Tenant shall procure and continue in force during the term hereof, fire and extended coverage insurance on any and all personal property and fixtures of Tenant which are situated in the Premises.

All insurance policies carried by either party covering the demised premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party with respect to damage to property. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section 21 - Condemnation, Destruction or Damage.

(a) If the Premises, or any significant portion thereof, are taken by eminent domain, or condemned for public use, this Lease may be terminated by either party, and any and all awards for such taking shall be the exclusive property of Landlord. Nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or the value of stock and other personal property belonging to Tenant, provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award to any mortgagee.

(b) In the event that the Building of which the Premises are a part shall be totally destroyed by fire or other casualty insured against, or shall be so damaged that repairs and restoration cannot be accomplished within a period of sixty (60) days from the date of such

destruction or damage, this Lease shall terminate at the election of Landlord and each party shall be relieved of any further obligation to the other, except that Tenant shall be liable for and shall promptly pay Landlord any rent then in arrears or Landlord shall promptly rebate to Tenant a pro rata portion of any rent paid in advance. In the event the premises shall be so damaged that repairs and restoration can be accomplished within a period of sixty (60) days from the date of such destruction or damage or if Landlord does not elect to terminate this Lease, this Lease shall continue in effect in accordance with its terms; such repairs and restoration shall, unless otherwise agreed by Landlord and Tenant, be performed promptly by Landlord as closely as practicable to the condition which existed as of the date of the damage (utilizing therefor the proceeds of the insurance applicable thereto), and until such repairs and restoration have been accomplished, a portion of the rent shall abate equal to the proportion of the Premises rendered unusable by the damage. It is understood that Landlord's obligation to restore, replace or rebuild shall not exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made. Tenant agrees to execute and deliver to Landlord all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in Landlord by the damage.

Section 22 - Repossession by Landlord. At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Premises and deliver possession of the same to Landlord.

Section 23 - Mortgage Lien. Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of (1) any mortgage constituting a lien on the Building and or Subdivision, or any part thereof, at the date hereof, (2) the lien of any mortgage hereafter executed to a bank, trust company or other recognized lending institution to provide financing or refinancing of the land and improvements containing the Premises, and (3) any renewal, modification, consolidation or extension of any mortgage referred to in clause (1) and (2). Such subordination is self operative and no further agreement or instrument is required in order to make such subordination legally effective. The foregoing notwithstanding, Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord without any expense to Tenant, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of a mortgage referred to in (2) or (3) of the preceding sentence.

Tenant further agree that upon change in ownership of the Building by reason of the foreclosure of the mortgage referred to in the preceding paragraph, or the acceptance of a deed in lieu of foreclosure, or otherwise, this Lease shall not be terminated or affected thereby but shall continue in full force and effect upon all of the terms, covenants and conditions set forth herein and Tenant agrees to attorn to the holder of such mortgage or other purchaser at a foreclosure sale, or their respective successors or assigns, for the remainder of the term hereof and any extensions or renewals thereof which may be effected in accordance with this Lease, and Tenant does hereby attorn to the holder of such mortgage or such purchaser, successor or assign as its landlord, said attornment to be effective and self operative without the need for execution of any further instrument on the part of the Tenant, immediately upon such succession to the interests of Landlord in the Premises.

Section 24 - Environmental Matters.

(a) Tenant represents and warrants that it shall not use the Premises for the Storage, Treatment or Disposal of Hazardous Wastes, except in full compliance with all applicable laws, regulations and requirements of Governmental Authorities (as hereinafter defined). Landlord shall have access to the Premises at all times to inspect for such compliance. If Landlord has any reason to suspect any chemical spills or other contamination of the Premises or the Subdivision in the vicinity of the Premises, Landlord may hire an engineer or environmental consultant (at Tenant's expense) to confirm the same and upon such confirmation, this Lease shall be immediately in default and Tenant shall have no right to any notice or cure periods in connection with such default. For the purposes of this Lease, the terms Hazardous Waste, Storage, Treatment and Disposal are defined by cumulative reference to the following sources, as amended from time to time: (1) The Resource Conservation and Recovery Act of 1976, 42 USC §6901 et seq (RCRA); (2) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; and (3) the applicable Maine statutes and regulations promulgated thereunder by any agency or department of the State of Maine.

(b) As used in this Section, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other governmental agency, federal, state, or local, now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

(c) To the extent Landlord may direct, Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material or Hazardous Waste owned, controlled, used or manufactured by Tenant, or for which Tenant is otherwise legally responsible. Landlord may also elect to undertake such remedial action and Tenant shall pay all costs in connection with any such investigation or remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations thereto, and shall diligently pursue any required investigation and remedial activity until Tenant is allowed to terminate these activities by those Government Authorities having jurisdiction. Tenant shall also repair, restore and replace all portions of the Premises and any other improvements in the Building and or Subdivision that may be removed or damaged in connection with such remedial actions. Landlord shall have the right, but not the obligation, to retain its own environmental consultants and/or engineers to oversee and supervise the remedial work as described herein and Tenant shall cause its contractors to follow the recommendations of such environmental consultants and/or engineers. Tenant shall reimburse Landlord for all fees and expenses of such environmental consultants and/or engineers.

(d) Tenant shall conduct any testing, monitoring, reporting and remedial activities in connection with the Premises in a good, safe and workmanlike manner, and in compliance with all laws and regulations applicable thereto. Tenant shall promptly provide Landlord with copies

of any testing results and reports that are generated in connection with Tenant's activities and that are submitted to any Government Authority.

(e) Tenant shall indemnify, hold harmless, and defend Landlord, its officers, members, employees and agents (collectively "Indemnitees") against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees, (collectively "Liabilities") imposed upon or accruing against Indemnitees as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of Hazardous Material or Hazardous Waste referred to in subparagraph (c). Such Liabilities shall include, without limitation: (i) injury or death to any person, (ii) damage to or loss of use of any other property, (iii) the cost of any demolition and rebuilding of the improvements containing the Premises, repair, or remediation and the preparation of any closure or other activity required by any Governmental Authority, (iv) any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material or Hazardous Waste referred to in subparagraph (c), on, from or under the land and Building containing the Premises and (v) the imposition of any liens on the land and Building containing the Premises arising from Tenant's activities on or about the Premises or from the existence of Hazardous Material or Hazardous Waste referred to in subparagraph (c).

(f) Tenant shall have no responsibility for Hazardous Waste or Hazardous Materials existing on the Premises at the date hereof, except that Tenant shall be responsible for any costs and expenses incurred by or assessed against Landlord which result from Tenant's activities or from aggravation of such preexisting conditions during the tenancy of Tenant.

(g) Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the land and Building containing the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material or Hazardous Waste in or about the Premises, including any mechanics' liens and any so-called state, federal or local "superfund" lien relating to such matters.

Section 25 - Americans With Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

Section 26 - Default. In the event (i) any installment of rent or additional rent shall not be paid within ten (10) days after the same is due and payable; or (ii) Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default remains unremedied for ten (10) days after written notice thereof has been given to Tenant by Landlord; or (iii) Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for Tenant of any substantial part of its property, commences

any proceeding relating to Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which remains undismissed for a period of sixty (60) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in any such proceeding or the appointment of any receiver of or trustee for Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, then in any of such events, Landlord may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, or upon notice by Landlord in lieu of such entry, this Lease shall terminate, and Tenant covenants that, in case of such termination by reason of the default of Tenant, Tenant shall remain and continue liable to Landlord in an amount equal to the total rent reserved for the balance of the term hereof plus all additional rent reserved for the balance of the term hereof less the net amounts (after deducting the expenses of repair, renovation or demolition and attorneys fees and leasing commissions) which Landlord realizes from the reletting of the Premises. As used in this Section, the term "additional rent" means the obligations of Tenant under Section 4 and the value of all considerations other than rent agreed to be paid or performed by Tenant hereunder, including, without limiting the generality of the foregoing, taxes, assessments and insurance premiums. Landlord shall have the right from time to time to relet the Premises upon such terms as it may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, Tenant agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease. Nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease, or the term hereof, would have expired had there been no default by Tenant, or no such termination or cancellation. Tenant expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statute or law now or hereafter in force and effect. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section shall limit or prejudice the right of Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, Tenant the maximum allowed by any statute or rule of law at the time in effect.

Section 27 - Expense Reimbursement. In addition to any other remedies Landlord may have at law or equity and/or under the Lease, Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including attorney fees and court costs, incurred in connection with the successful recovery of sums due under this Lease, or the successful enforcement of any provisions of this Lease.

Section 28 - Access to Premises and Right to Relocate. Landlord or its representatives shall have free access to the Premises at reasonable intervals during normal business hours for the purpose of inspection, or for the purpose of showing the Premises to prospective purchasers, tenants, or lender or for the purpose of making such alterations, repairs or improvements or

additions to the Premises or Building which are Landlord's responsibility or may deem necessary or desirable, or which Tenant is obligated to make hereunder but has failed or refused to make. The preceding sentence does not impose upon Landlord any obligation to make repairs. Landlord also reserves the right to alter, change, close or limit access to any portion of the common areas, the Building and/or Subdivision or to designate portions of such common areas for use by a single Tenant of the Building. Landlord may, at any time, place on or about the Premises any ordinary "For Sale" signs and Landlord may, at any time during the last one hundred eighty (180) days of the term hereof, place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant. Further, Landlord reserves the right, at any time during the term of this Lease (or any extensions or renewals thereof) to relocate all or a portion of Tenant's space from time to time to other reasonably comparable space within the Complex provided that: a) Landlord notifies Tenant in writing of its decision to relocate Tenant at least sixty (60) days prior to the effective date of the relocation; and b) Landlord pays for all reasonable moving and relocation expenses incurred by Tenant in connection with Tenant's vacation of the Premises. Tenant agrees that should such relocation occur, the provisions, terms and conditions of this Lease shall apply to the Tenant's leasing of the relocation space and the rent, and the pro rata shall be adjusted accordingly.

Section 29 – Parking. Parking shall be in common with others as shown on the attached concept site plan (Exhibit C). Tenant agrees to cause its employees to park their motor vehicles only in such areas as Landlord may from time to time designate as employee parking areas. If any employee of the Tenant shall park his or her car in an area other than the designated employee parking areas, Landlord shall have the right to have any such car towed away at Tenant's expense.

Additional parking may be provided in a to-be-constructed parking garage or other surface lots. The additional surface lot spaces, if available, shall be at the then market rate per space (subject to market rate increases) and the Landlord shall have the ability to charge market rates (comparable to downtown Portland) for these additional spaces and the garage spaces. Notwithstanding the foregoing Landlord shall have the right to permit other persons or entities to park motor vehicles in designated parking areas at the Subdivision, and Tenant hereby acknowledges and consents to the same.

Section 30 - Holding Over. Except for mutual consent by Landlord and Tenant, any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to two hundred percent (200%) of the rent and additional rent herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable.

Section 31 - Notices. Any written notice, request or demand required or permitted by this Lease shall, until either party shall notify the other in writing of a different address, be properly given if hand-delivered or sent by certified first class mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service, and shall be deemed given on the day that such writing is received by the party to whom it is delivered or sent, and addressed (if notice is given by mail) as follows:

If to Landlord:

Forefront Partners, I LP
c/o CBRE|Boulos Asset Management
One Canal Plaza, Suite 500
Portland, ME 04101

If to Tenant:

Oligrew, LLC
d/b/a Color Me Mine of Southern Maine
169 Falmouth Street
Portland, ME 04102

Section 32 - Succession. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. This section shall not be construed to give Tenant the right to assign this Lease which shall be governed by Section 16. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in the Building, and, in the event of any transfer of Landlord's interest in the Building, the transferee shall assume Landlord's interest in this Lease and the transferor shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer

Section 33 - Waiver. Any consent, expressed or implied, by either party to any breach by the other party of any covenant or condition of this Lease shall not constitute a waiver of any prior or succeeding breach of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any term hereof by Tenant shall not constitute a waiver by Landlord of such breach or default. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 34 - No Representations. No representations of any kind or nature concerning the Premises or any part thereof not contained herein have been made to Tenant either before or at the time of the execution of this Lease.

Section 35 - Brokerage. The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease other than CBRE|The Boulos Company who has represented Landlord. Landlord shall be responsible for paying commissions due to said broker pursuant to a separate agreement. Tenant agrees to indemnify Landlord and said Landlord's broker against brokerage claims by any other parties who claim to have dealt with Tenant in connection herewith.

Section 36 - Financial Statements and Estoppel Certificates. Tenant shall provide its current financial statements (certified by its accountant or person satisfactory to Landlord) and an estoppel certificate within ten (10) days after written request from Landlord which certificate shall set forth any prepayments of rent, the expiration date of the term, the existence of any

alleged offsets or defenses or any defaults by Landlord and such other information as may be reasonably requested in connection with this Lease.

Section 37 - Arbitration.

(a) In the event of any dispute as to the meaning or interpretation of any provision of this Lease, either party may, upon ten (10) days' written notice to the other party, require that the dispute be determined by arbitration under the rules, then obtaining, of the Commercial Panel of the American Arbitration Association.

(b) A decision of an arbitrator made in accordance with the provisions of this Section shall be final and binding upon the parties hereto and enforceable in a court of law.

Section 38 - Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the day and year first above written.

WITNESSESS

Sue Santone
Witness

LANDLORD:
Forefront Partners I, LP
By: Forefront GP LLC, its General Partner

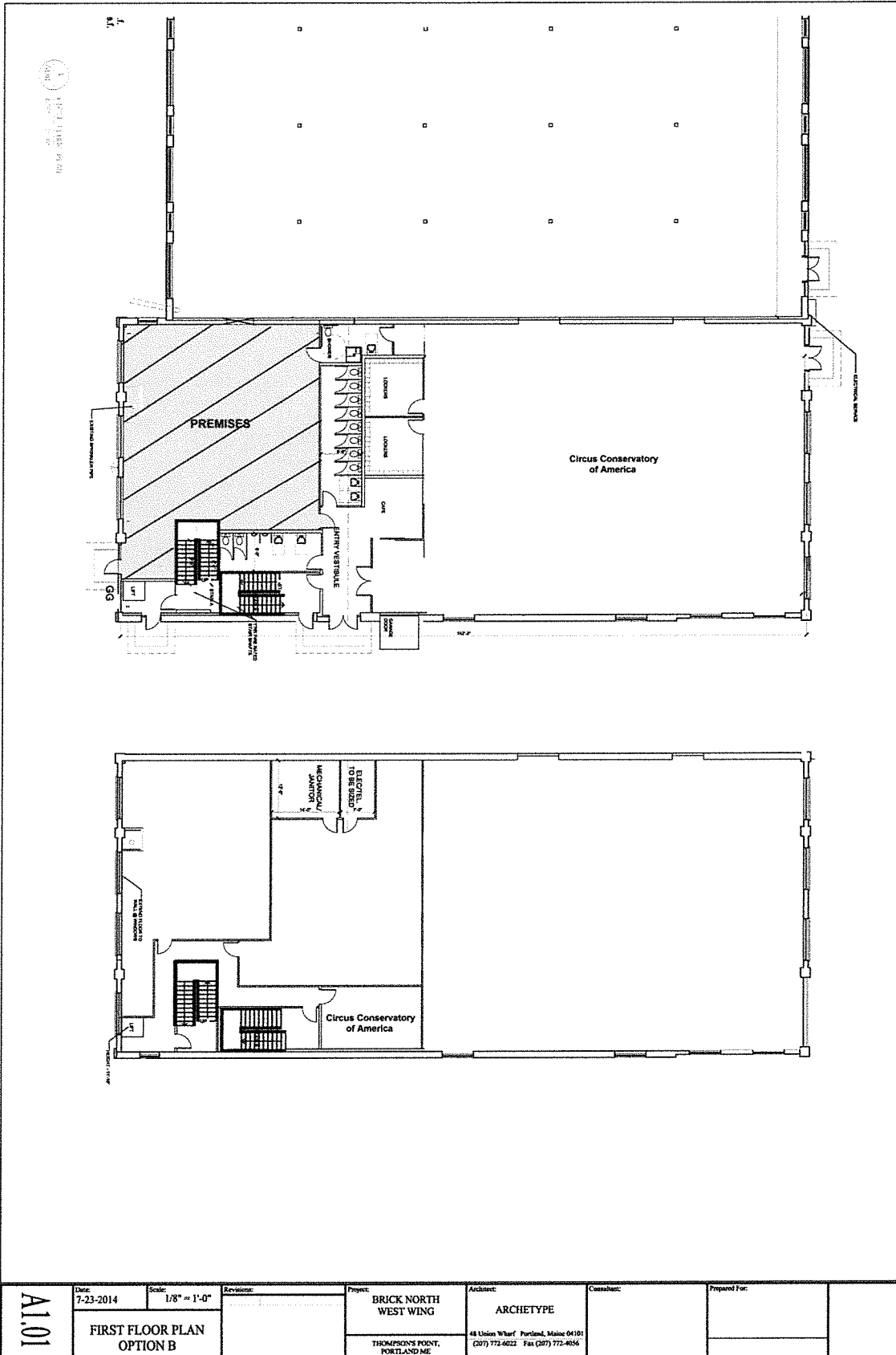
By: [Signature]
Christopher M. Thompson Jed Traubh
Its: President

[Signature]
Witness

TENANT:
Oligrew, LLC
d/b/a Color Me Mine of Southern Maine

By: [Signature]
Jennifer M. Wanda
Its: _____

EXHIBIT A



| | | | | | | | | | | | | | | |
|--------------|-------------------------|-----------|-----------------|--------------|------------|--|--------------------------------|-----------------------|---|-----------|-------------|--|---------------|--|
| A1.01 | Date: | 7-23-2014 | Scale: | 1/8" = 1'-0" | Revisions: | | Project: | BRICK NORTH WEST WING | Architect: | ARCHETYPE | Consultant: | | Prepared For: | |
| | FIRST FLOOR PLAN | | OPTION B | | | | THOMPSON'S POINT, PORTLAND, ME | | 48 Union Wharf Portland, Maine 04101 (207) 772-4622 Fax (207) 772-4656 | | | | | |

EXHIBIT B
THOMPSON'S POINT
BRICK NORTH

The exterior of the building will be improved with restored masonry, new windows, new roof, restored millwork, new tenant entrances. The Landlord will also pursue a LEED Silver approval for the core and shell of the building.

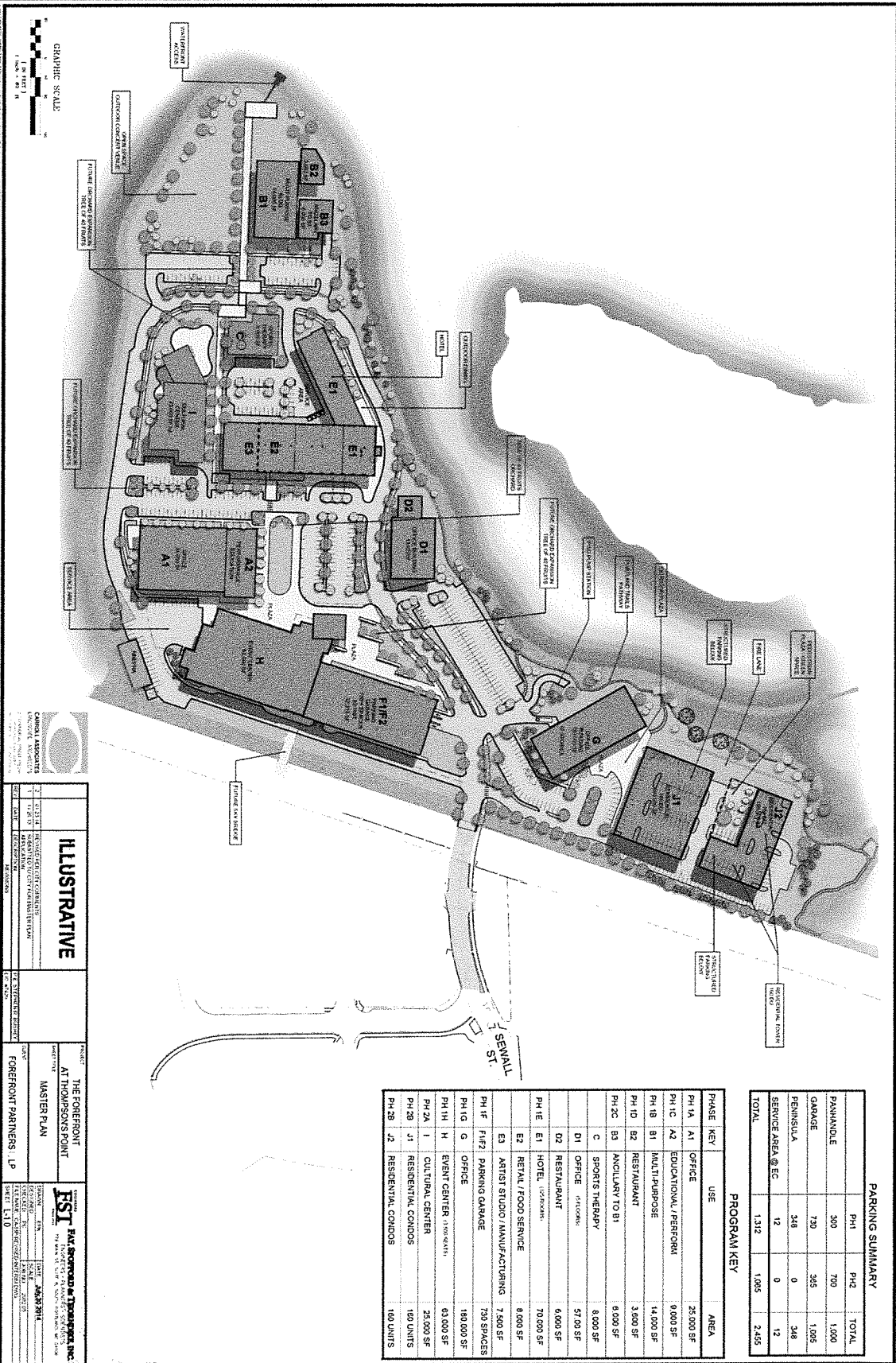
The Landlord will provide to the Tenant a base shell product exclusive of the tenant improvement allowance. That product shall consist of:

- New concrete slab
- Common area bathroom per attached plan.
- Sanitary sewer piping to the area shown on Tenant's interior fitup plan dated 9/8/14, attached as Exhibit D hereto.
- Demising wall construction.
- Demising walls will be finished taped and primed with one coat of paint.
- HVAC supply main and return to space and distribution within space by Tenant
- NFPA approved fire protection system (sprinkler) based on an open floor plan.
- Exit and Emergency lighting based on an open floor plan.

Any and all sprinkler modifications, interior wall construction, lighting, power, finishes (paint, flooring, ceilings, etc), plumbing, special HVAC requirements beyond base building distribution, or anything not specifically listed above shall be by tenant. Landlord will provide tenant a tenant improvement allowance of /\$ per square foot for work outside the building shell improvements defined above.

End of Spec

EXHIBIT C



PARKING SUMMARY

| PHASE | PH 1 | PH 2 | TOTAL |
|-------------------|--------------|--------------|--------------|
| PAVING/HAZ | 300 | 700 | 1,000 |
| GARAGE | 750 | 325 | 1,075 |
| PENINSULA | 348 | 0 | 348 |
| SERVICE AREA @ EC | 12 | 0 | 12 |
| TOTAL | 1,312 | 1,025 | 2,455 |

PROGRAM KEY

| PHASE | KEY | USE | AREA |
|-------|-------|-------------------------------|------------|
| PH 1A | A1 | OFFICE | 25,000 SF |
| PH 1C | A2 | EDUCATIONAL / PERFORM | 9,000 SF |
| PH 1B | B1 | MULTI-PURPOSE | 14,000 SF |
| PH 1D | B2 | RESTAURANT | 3,800 SF |
| PH 2C | B3 | ANCILLARY TO B1 | 8,000 SF |
| C | C | SPORTS THERAPY | 8,000 SF |
| D1 | D1 | OFFICE (15,000 SF) | 57,000 SF |
| D2 | D2 | RESTAURANT | 6,000 SF |
| PH 1E | E1 | HOTEL (10,000 SF) | 70,000 SF |
| E3 | E3 | RETAIL / FOOD SERVICE | 8,000 SF |
| E4 | E4 | ARTIST STUDIO / MANUFACTURING | 7,500 SF |
| PH 1F | F1/F2 | PARKING GARAGE | 739 SPACES |
| PH 1G | G | OFFICE | 180,000 SF |
| PH 1H | H | EVENT CENTER (1,000 SEATING) | 63,000 SF |
| PH 2A | I | CULTURAL CENTER | 25,000 SF |
| PH 2B | J1 | RESIDENTIAL CONDOS | 180 UNITS |
| PH 2B | J2 | RESIDENTIAL CONDOS | 180 UNITS |

ILLUSTRATIVE

THE FOREFRONT AT THOMPSON'S POINT MASTER PLAN

FOREFRONT PARTNERS, LP

FST FIVE STOREMOR & THOMPSON, INC.

ARCHITECT: FIVE STOREMOR & THOMPSON, INC. 1000 W. WASHINGTON ST. SUITE 1100 CHICAGO, IL 60606

DATE: 08/2010

SCALE: 1/8" = 1'-0"

SHEET: L-10

GUARANTY OF LEASE

FOR VALUE RECEIVED, and in consideration for, and as an inducement to **Forefront Partners I, LP**, a Maine general partnership, (hereinafter called the "Landlord") to make and enter into a certain Lease dated _____, 2014 (the "Lease) with **Oligrew, LLC dba Color Me Mine of Southern Maine**, a Maine limited liability company with a place of business at Thompson's Point, Portland, Maine (hereinafter called "Tenant"), the undersigned **Jennifer M. Wanda**, with a mailing address of 169 Falmouth Street, Portland, ME 04102, (hereinafter called the "Guarantor"), hereby unconditionally guarantees to Landlord (and each party to Landlord) the full payment, performance and observance of each and every covenant, condition and agreement of the Lease to be paid, performed and observed by the Tenant, Tenant's successors and assigns, during the term of this Lease and any extension of the Lease term, and said Guarantor makes itself liable for such performance upon the terms and conditions hereinafter set forth:

1. The validity of this Guaranty and the obligations of the Guarantor herein under shall not be terminated, affected, or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion by Landlord against Tenant any rights or remedies reserved to Landlord in the Lease or by the relief of Tenant from any obligations of Tenant under the Lease by operation of law or otherwise, including without limitation the rejection of the Lease in connection with proceedings under any bankruptcy or insolvency law.

2. This Guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, whether or not Guarantor shall have received any notice of consent to such renewal, modification or extension. The liability of Guarantor under this Guaranty shall be primary, and in any right of action, which shall accrue to Landlord under the Lease, Landlord may proceed against Guarantor and Tenant, jointly or severally, and may proceed against Guarantor without having any action against or having obtained any judgement against Tenant.

3. The failure of Landlord to insist in any one or more instances upon strict performance or observance of any terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision or covenant, but the same shall continue and remain in full force and effect. Receipt of Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

4. No subletting, assignment or other transfer of the Lease or any interest therein, shall operate to extinguish or diminish the liability of Guarantor under this Guaranty; and wherever reference is made to the liability of Tenant in the Lease, such reference shall be deemed likewise to refer to Guarantor.

5. Guarantor expressly agrees that the validity of this agreement and his obligations herein under shall in no way be terminated, affected or impaired by reason of the assertion of the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord by the Lease.

6. Without limitation of any provisions herein contained, the Guarantor waives notice, all requirements of notice and demand and all surety ship defenses.

7. All of the terms and provisions of the Guaranty shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and assigns of Guarantor.

8. Guarantor agrees that Guarantor shall not have, and hereby expressly waives, (1) any right to subrogation or indemnification and to any other right to payment from or reimbursement by Tenant, in connection with or as a consequence of any payment made by Guarantor herein under (2) any right to enforce any right or remedy which Guarantor has or may hereafter have against Tenant, and (3) any benefit of, any right to participate in, (a) any collateral now or hereafter held by Tenant or any other guarantor of (b) any payment to Landlord by, or collection by Landlord from Tenant or any other guarantor.

GUARANTOR: JENNIFER M. WANDA

By: 

Name: Jennifer M. Wanda

Social Security Number: 329-82-3142