DocuSign Envelope ID: BDDC357F-BFAD-47E8-A95B-589C2D63BEC1

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

COMMERCIAL LEASE (NET LEASE)
121 HUTCHINS DRIVE, PORTLAND

1. PARTIES

Trophy Building LLC, with a mailing address of 322 Fore Street Portland, Maine 04101, ("
Roscoe's Bed & Bark, LLC, with a mailing address of 17 Zephyr Road Raymond, Maine 040
hereby leases from LANDLORD the following described premises.

2. PREMISES

The Premises are deemed to contain 13,340± square feet of commercial space and the parking lot, green space, and dumpster area associated with the property as shown on Exhibit A . The Premises are located at 121 Hutchins Drive Portland, Maine, 04102. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease, TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof. Upon lease execution, LANDLORD agrees that the mechanical systems for the property are in working order.

3. TERM

The term of this Lease shall be for Five (5) Years, unless sooner terminated as herein provided, commencing on November 1, 2015 (the "Commencement Date") and ending on October 31, 2020. LANDLORD shall deliver possession of the leased premises to TENANT on or before August 6, 2015 (prior to the Commencement Date); provided, however, that all of TENANT's obligations under this Lease shall commence upon delivery of possession, except for those obligations that expressly commence on the Commencement Date.

4. RENT

Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1	$ 77,372.00	$ 6,447.66
2	$ 79,639.80	$ 6,636.65
3	$ 82,041.00	$ 6,836.75
4	$ 84,575.60	$ 7,047.96
5	$ 87,110.20	$ 7,259.18

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, 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 or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: **Trophy Building, LLC, 322 Fore Street 3rd , Floor Portland, Maine 04101**. If TENANT does not pay base rent, supplemental and 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 four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

DS
DC ABC

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

5. RENEWAL OPTION

So long as TENANT is not in default of this Lease at the time of exercise of TENANT'S ren the option to renew this Lease for Two (2) terms of Five (5) Years. In order to exercise TI notify LANDLORD in writing of its intention to exercise its option on or before Six (6) m current term, said renewal to be upon the same terms and conditions set forth in this Lease e as follows:

First Renewal Option

Lease Year	Annual Base Rent	Mc
6	$ 89,723.46	$ 7,476.96
7	$ 92,415.17	$ 7,701.26
8	$ 95,187.62	$ 7,932.30
9	$ 98,043.25	$ 8,170.27
10	$ 100,984.55	$ 8,415.38

Second Renewal Option

Lease Year	Annual Base Rent	Monthly Rent
11	$ 104,014.09	$ 8,667.84
12	$ 107,134.51	$ 8,927.88
13	$ 110,348.54	$ 9,195.71
14	$ 113,659.00	$ 9,471.58
15	$ 117,068.77	$ 9,755.73

In the event that TENANT fails to notify LANDLORD as required under this Section, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Twelve Thousand Eight Hundred Ninety Five Dollars and Thirty Three Cents Dollars ($12,895.33), of which half ($6,447.67) shall be held as a 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. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD. Contingent upon TENANT obtaining necessary zoning per Paragraph 31, timely paying the first month rent, and not being in default of this Lease as of December 1, 2015, the remaining half ($6,447.67) shall be returned to TENANT on December 1, 2015 (1 month after the Commencement Date) or considered payment for December, 2015 base rent.

7. RENT ADJUSTMENT

A. TAXES

Commencing on the Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph A of this Article, One Hundred Percent (100%) of all real estate taxes 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 and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

DC DS ABC

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

B. OPERATING EXPENSES

Commencing on the Commencement Date, TENANT shall pay to LANDLORD as additic with subparagraph B of this Article, One Hundred percent (100%) of all operating expenses for the purposes of this agreement as operating expenses per annum of the building and i areas, yards, plazas, sidewalks, landscaping, parking areas, and the like then (i.e. as of s concerned) located outside of the building but related thereto and the parcels of land on whi appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Op not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sew facilities to the building; (ii) all costs of any insurance carried by LANDLORD related t common area cleaning and janitorial services; (iv) all costs of maintaining the building incl heating and air conditioning equipment and any other common building equipment, non- repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all other costs of the management of the building that are necessary in order to keep the building in working order, including, without limitation property management fees; and (vi) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT's share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year. Tenant will be directly responsible for all costs of snow and ice removal for parking, landscaping and grounds care including any outdoor clean up relating to Tenant's use.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses also showing TENANT'S share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases. Estimated NNN expenses for building insurance and real estate taxes for 2015 are $1.13 per square foot.

8. UTILITIES

TENANT 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 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. LANDLORD 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 leased 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 a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such common area cleaning service as is customary in similar building 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 LANDLORD'S control.

9. USE OF LEASED PREMISES

TENANT shall use the leased premises only for the purpose of a dog daycare which will include boarding, training, ancillary retail per zoning ordinance, and grooming. Neither LANDLORD nor LANDLORD'S BROKER have made any representations to TENANT regarding the uses of the leased premises allowed under applicable law, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

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 sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT's use and 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 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.

DS ABC

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfa and covenants during said term and further time as TENANT holds any part of said prem (including without limitation windows, doors and all systems serving exclusively the leased and condition as the same are in at the commencement of said term, or may be put in thereaft casualty and reasonable use and wear only excepted. Notwithstanding anything to the contra ground floor space, TENANT covenants to keep all plate glass windows in good repair an insurance to provide for the replacement of any such plate glass which is damaged or destroy

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the buil are a part, in the same condition as they are at the commencement of the term or as it may 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 shall not make any alterations or additions, in any part of said building without on each occasion obtaining prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

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 and any guarantor of this Lease 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. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

14. SUBORDINATION AND QUIET ENJOYMENT

This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments 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. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD's lender.

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 or additions not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during this Lease. LANDLORD reserves the right at any time within Six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and to keep the signage affixed without hindrance or molestation. 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 signage affixed without hindrance or molestation.

DS
PC ABC

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willfu indemnify LANDLORD and its employees, agents and management company, and save injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in personal injury or damage to property or business, arising from, related to, or in connecti TENANT of the leased premises or any part of LANDLORD'S property or the building, o any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees o respective agents, servants or employees while on or about the leased premises. TENAN expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enf agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involvin settlement or other agreements related to this Lease. TENANT agrees not to assert immun laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither 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 negligence 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 TENANT or others.

17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars ($2,000,000) combined single limit with deductibles of not more than $5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD 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 insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

18. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking 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 the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, 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.

DS
DC ABC

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

19. DEFAULT AND BANKRUPTCY

In the event that:

(a) TENANT shall default in the payment of any installment of rent or other sum herein sp not corrected within seven (7) days after written notice thereof; or

(b) TENANT shall default in the observance or performance of any other of the TENA obligations hereunder and such default shall not be corrected within ten (10) days after w

(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 trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisd 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 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, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

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 upon mailing to the leased premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT. Such notice shall be deemed served on the date of hand delivery to the leased premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. 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.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions, alterations, fixtures (including those installed by TENANT), 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 leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

22. HAZARDOUS MATERIALS

TENANT 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 TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT 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 TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased 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 TENANT will with advance notice 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 and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exists 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.

DS
DC ABC

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

23. LIMITATION OF LIABILITY — TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of an any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD personally liable for any such judgment. The provision contained in the foregoing sente TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LAN or any other action not involving the personal liability of LANDLORD and any other suc shall LANDLORD ever be liable for lost profits, indirect or consequential damages.

24. LANDLORD DEFAULT — LANDLORD shall in no event be in default in the performance of any of its obligat LANDLORD shall have failed to perform such obligations within thirty (30) days or suc required to correct any such default after notice by TENANT to LANDLORD properly spe 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 lender or holder 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 covenant, 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 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 preceding 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. JURY TRIAL WAIVER — NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD 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 JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. 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 submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a 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 LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease 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 Lease.

DS
DC ABC

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 11/02/15

30. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, fi the leasing of the leased premises other than Susan Scanlon of Commercial Properties LANDLORD warrants and represents to TENANT that it has not dealt with any broker, fi the leasing of the leased premises other than Mark Sandler of Cardente Real Estat LANDLORD agrees to pay LANDLORD'S BROKER and TENANT'S BROKER any c days of full execution of this Lease and the deposit of Tenant's first month's rent and securi brokerage claims against TENANT or TENANT'S BROKER by LANDLORD'S BROKE the same and indemnify TENANT against any such claim.

31. ZONING & PERMITTING

In the event that prior to the Commencement Date, TENANT is unable to obtain any ne permits from the City of Portland and/or the State of Maine, or has not received notice of a decision regarding this matter, and is therefore, unable to lawfully operate TENANT'S business as described in Paragraph 9 of this Lease, TENANT, at TENANT's option, can terminate this Leasing Agreement by providing written notice to LANDLORD on or before the Commencement Date. In such event, TENANT shall provide LANDLORD with written notice of termination that shall include any applicable documentation from the City of Portland and/or the State of Maine that prohibits TENANT to operate TENANT's business as described in Paragraph 9 of this lease. Upon LANDLORD's receipt of TENANT's notice of termination, TENANT shall vacate the premises, provide the premises to LANDLORD in the same condition as was provided to TENANT at lease execution, and provide LANDLORD with any keys that TENANT has for the property. In the event that TENANT terminates the leasing agreement as defined herein, the security deposit defined in Paragraph 6 shall be retained by the LANDLORD, the lease agreement will become null and void, and neither party will be under any further obligation hereunder. In the event that TENANT does provide LANDLORD with written notice of termination on or before the Commencement Date, this contingency will be deemed to be waived by TENANT.

32.LANDLORD'S WORK & SPRINKLER SYSTEM:

See attached Exhibits B & B-1.

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 8/6/2015, 2015.

TENANT:	LANDLORD:
Roscoe's Bed and Bark	Trophy Building LLC
Legal Name of Tenant	Legal Name of Landlord
DocuSigned by: A Boucher Caywood	
Signature F7837F6B5E1D4CC...	Signature
Ashley Boucher Caywood	Douglas Cardente Pres
NAME/TITLE	NAME/TITLE
DocuSigned by: Susan E. Scanlon	
Witness to Tenant B072B5DD0B143B...	Witness to Landlord

Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 11/02/15

GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to ent Roscoe's Bed & Bark, LLC, TENANT, Adam Boucher and Ashley Boucher Caywood (unconditionally guaranty to LANDLORD the complete and due performance of each and eve condition of the Lease to be performed by TENANT, including without limitation the payme the Lease to be payable by TENANT. The validity of this guaranty and the obligations o shall not be terminated, affected, or impaired by reason of the granting by LANDLORD This guaranty shall remain and continue in full force and effect as to any renewal, modifi extension of the Lease, whether or not GUARANTORS shall have received any notice c modification, assignment, subletting or extension. GUARANTORS hereby waives notice c LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guara liability of GUARANTORS under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTORS and TENANT, jointly and severally, and may proceed against GUARANTORS without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTORS.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this _____ day of 8/6/2015, 2015.

GUARANTORS:

Ashley Boucher Caywood

Legal Name of Guarantor

DocuSigned by:
A Boucher Caywood
Signature F7837F6B5E1D4CC...

DocuSigned by:
Susan E. Scanlon
B072B5DD10B143B...
Witness to Guarantor

Ashley Boucher Caywood
NAME/TITLE

Adam Boucher

Legal Name of Guarantor

DocuSigned by:
Adam Boucher
Signature C76023E670494E3...

DocuSigned by:
Susan E. Scanlon
B072B5DD10B143B...
Witness to Guarantor

Adam Boucher
NAME/TITLE

DocuSign Envelope ID: BDDC357F-BFAD-47E8-A95B-589C2D63BEC1

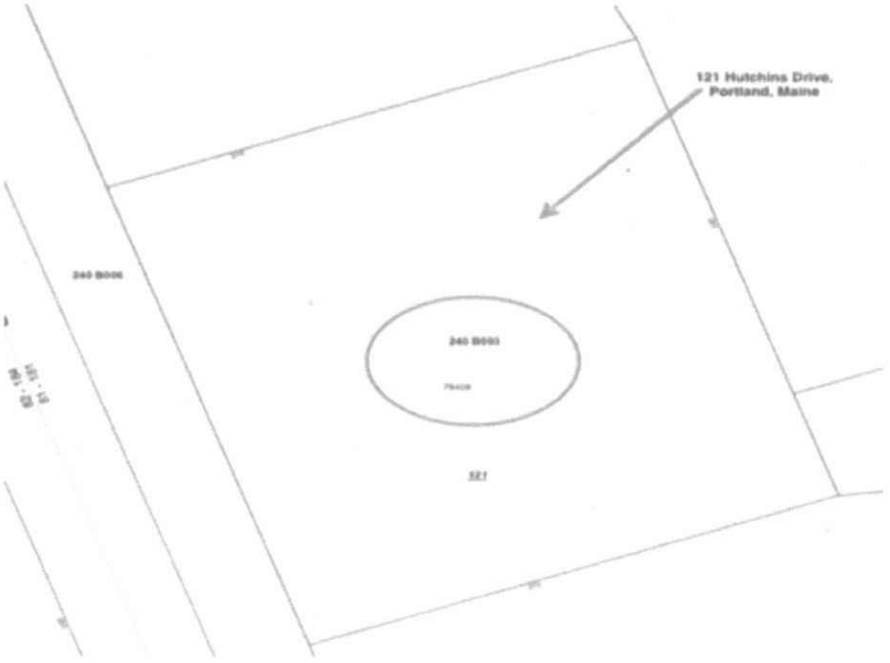
Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 11/02/15

Exhib

Aerial of Property

Tax Map of Premises (Map 240 Block B Lot 3)



DS
ABC

DocuSign Envelope ID: BDDC357F-BFAD-47E8-A95B-589C2D63BEC1

Ex

RESURGAM. CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

Landlord's Work

Landlord will, at Landlord's cost:

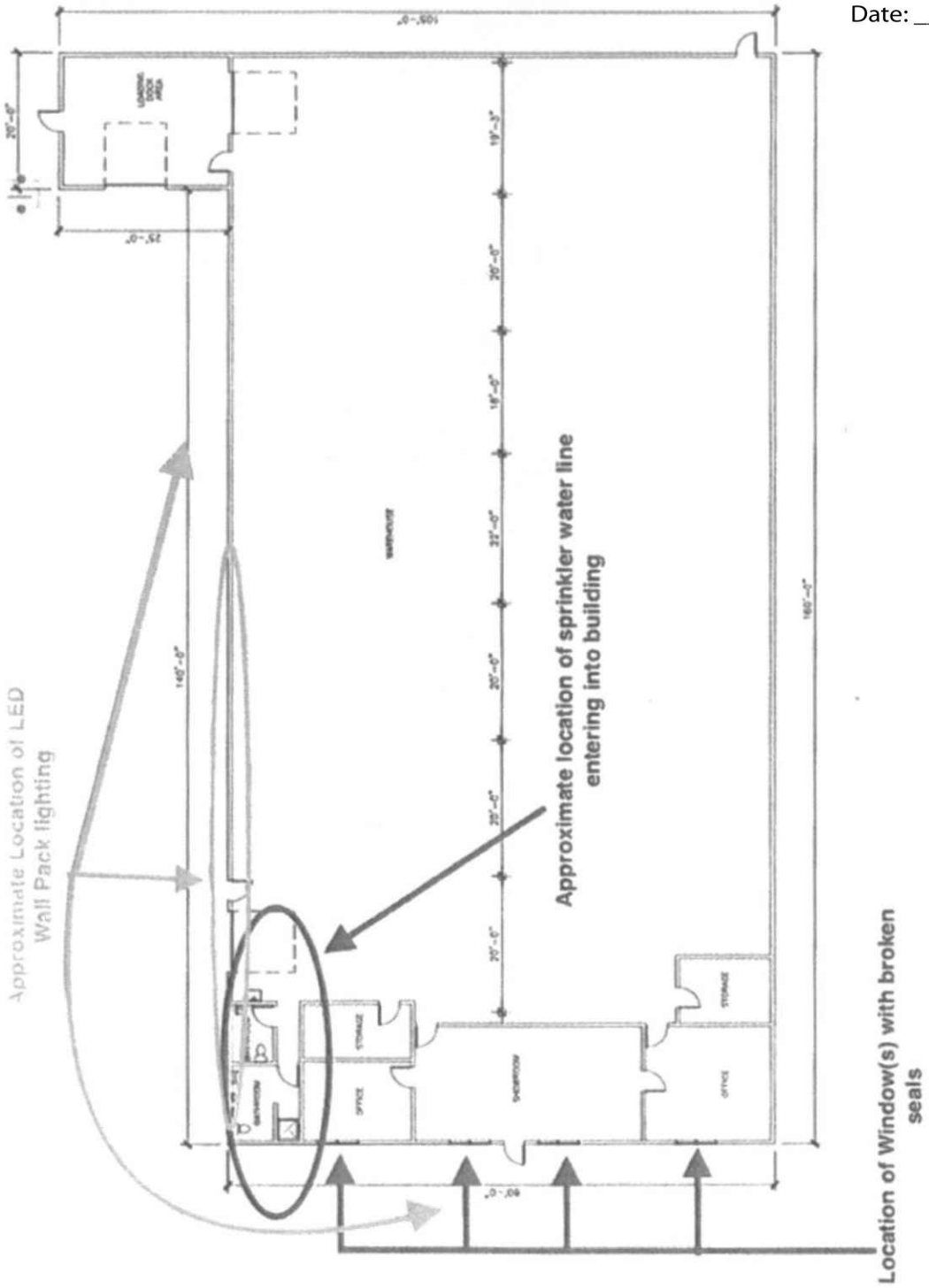
1. Subject to codes in ordinances in place with the City of Portland, Landlord will install up to six (6 that will be attached to the building. Such lighting to be installed on or before the Lease Commencer of LED lighting is identified on Exhibit B-1.
2. Landlord will make reasonable efforts to obtain any necessary approvals from the City of Portland to permit Tenant to install signage on the corner of Congress Street and Hutchins Drive. In the event that Landlord is able to obtain permission to install such signage, the construction and installation of such signage will be at Tenant's sole cost.
3. Prior to August 1, 2015, Landlord shall repair and/or replace any windows with broken seals. Approximate location of window(s) are identified on Exhibit B-1.
4. On or before August 7, Landlord will provide the demised premises in "broom clean" condition.
5. Within two business days of full lease execution, Landlord will provide Tenant with three copies of keys to any exterior door on the building that currently has a locking mechanism.
6. In the event that Tenant is required, per codes in place by the City of Portland and the State of Maine Fire Marshall's office, to have a wet sprinkler system installed within at least twenty five percent (25%) of the premises, so that Tenant can obtain building permits and approval of Tenant's use, Landlord shall run an underground waterline from main waterline located on Hutchins Drive to the inside of the building. Landlord's installation of waterline will include providing and installing all necessary piping and connectors to connect to main waterline located on Hutchins Drive, trench any areas associated with running waterline to building, fill & repair trenched areas with soil, seed, and/or pavement fill, run piping from the ground to inside of building, repair and/or seal any openings caused by running piping into building, and install standard valves and gauges required by State code so to provide Tenant with a main water shut off valve and, if applicable, a drain valve. Approximate location of shut off valve of water line is identified on Exhibit B-1. Tenant, at Tenant's cost, will be responsible for installing all components of the sprinkler system starting from the shut off valve installed by Landlord. If a wet sprinkler system is required, Tenant will provide Landlord with written notice on or before September 1, 2015 unless TENANT has not, at that time, received a determination regarding the need for a sprinkler system from the City of Portland and/or the State of Maine Fire Marshall, in which case, TENANT will provide LANDLORD with written notice within 10 days of receiving a determination from the City of Portland and/or State Fire Marshall. Written notice shall include documentation from the City of Portland and/or State of Maine Fire Marshall stating that a wet sprinkler system is required and a plan outlining the sprinkler system that Tenant's licensed contractor will be installing. Within sixty (60) days of Landlord's receipt of written notice by Tenant, Landlord will install waterline to the inside of building as described herein provided that receipt of such notice is provided to Landlord on or before September 1, 2015. If such notice by Tenant is provided after September 1, 2015 due to delays as described herein, within three (3) business days of Landlord's receipt of written notice, Landlord will provide Tenant with a time frame for the installation of Landlord's portion of the sprinkler system that may be subject to delays due to uncontrollable elements such as weather, frost, and the availability of contractors to perform such work. Tenant agrees to install the building's sprinkler system within sixty (60) days of substantial completion of Landlord's installation of waterline.

DS
DC ABC

Exhibit B-

CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/02/15

Exhibit B-1



DS
ABC