

SUBLEASE

THIS SUBLEASE made and entered into as of the _____ day of _____, 20____, by and between **SEABREEZE PROPERTY MAINTENANCE AND MANAGEMENT, INC.**, a Maine corporation with a mailing address of P.O. Box 617, Portland, Maine 04104 ("Sublessor"), and *Double S Speed Shop, LLC*, an individual/a partnership/corporation/limited liability company, with a mailing address of _____

("Sublessee").

PREMISES

Lessor, for and in consideration of the rent reserved and of the covenants and agreements set forth herein, does hereby demise and let unto Lessee on a month to month basis at the following premises:

A portion of the premises known as 121 Bishop Street, Portland, Maine, **Bay #8, #9 and #10 with 2 parking spaces at Bay #9 and Bay #10 only**, with access from Bishop Street and parking in those areas, all as depicted on **Exhibit A** attached hereto ("**Demised Premises**").

RENT

The base monthly rent for the term hereof shall be One Thousand Five Hundred Dollars (\$1,500.00). All such payments shall be made to Sublessor at Sublessor's address as set forth above in advance on or before the first day of each month of the term hereof. Sublessee is to pay first month, last month and security deposit in advance.

First Month:	\$1,500.00
Last Month:	\$1,500.00
Security Deposit:	\$1,500.00

Termination: After taking occupancy, should the Sublessor allow the Sublessee to break the Lease early, a ninety-day (90) written notice is required on the 1st of the month.

COVENANTS

The parties hereto, for and in consideration of the mutual promises and agreements herein contained, covenant and agree as follows:

1. Rent

Lessee covenants and agrees to pay each and every installment of rent reserved as herein specified promptly when due and without demand.

2. Requirements of Law; Insurance Rates

Lessee shall comply with all provisions of Sublessor's master lease (the "Master Lease") with WJG LLC ("Landlord"), all laws, orders, ordinances and regulations of federal, state, county and municipal authorities, and any direction of any public officer or officials, pursuant to law, which shall impose any duty, obligation or limitation upon Sublessor or Sublessee with respect to the Demised Premises or the use thereof. Sublessee shall do or keep nothing, nor allow anything to be done or kept, on or about the Demised Premises which may be denominated extra hazardous as to insurance by fire insurance companies or which may increase Sublessor's fire insurance rates or which may cause any of Sublessor's insurance to be adversely affected.

3. Hazardous Waste

(a) Sublessee covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances, including without limitation, asbestos, waste oil and petroleum products (the "Hazardous Materials") which Sublessee, its agents or employees, may use, handle, store, permit on the Demised Premises, or generate in the conduct of its business at the Demised Premises it 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 Sublessee will in no event permit or cause any disposal of 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 with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Sublessee shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by federal, state or local law; (iv) that at no time shall Sublessee operate the Demised Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of hazardous waste; (v) that to the extent any Hazardous Materials may be temporarily stored at the Demised Premises, they will be stored in secure containers in compliance with all applicable laws; (vi) that Sublessee

will at all reasonable times permit Sublessor or its agents or employees to enter the Demised Premises to inspect the same for compliance with the terms of this Paragraph and will further provide upon five (5) days notice from Sublessor copies of all manifests and other records which Sublessee may be obligated to obtain and keep in accordance with the terms of this paragraph; and (vii) that upon demand by Sublessor, Sublessee will at its expense, remove all Hazardous Materials placed, discharged, released, arriving at, or deposited in, upon or under the Demised Premises in violation of law and/or the provisions of this Sublease, and which are attributable to the period of time constituting the term hereof, by Sublessee, its agents, employees, contractors or invitees or any other party.

Sublessee further agrees to deliver the Demised Premises to Sublessor at the termination of this Sublease free of all Hazardous Materials, other pollutants, contaminants, special wastes, underground storage tanks, asbestos, waste oil, petroleum and any other hazardous medical, radioactive, dangerous or toxic substances, materials or wastes placed, discharged, released arriving at, or deposited in, upon or under the Demised Premises by Sublessee its agents, employee, contractors or invitees or other parties (excepting specifically, Sublessor, its agents employees, contractors or invitees). 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. In addition to , and not in derogation of any other indemnification obligations of Sublessee, and against any and all claims, loss, costs, damages, and expenses, including reasonable attorney's and paralegal's fees, which may arise in the event that Sublessee fails to comply with any of the provisions contained in this paragraph.

(b) The provisions of this Section 3 shall survive the termination of the Sublease.

4 . Surrender of Premises

Upon the expiration of or any other termination of the terms of this Sublease, whether by reason of lapse of time or Sublessee's default or otherwise, Sublessee shall quit and surrender the Demised Premises to Sublessor, broomclean, and in good order and condition as they now are or may be put in to by Sublessor or the Sublessee, ordinary wear excepted, and damage by fire or other inevitable accident beyond the control of Sublessee, or its agents, employees, guests or invitees excepted, and any other items which it is the responsibility of Sublessor to maintain or repair is excepted; and Sublessee shall remove all personal property of Sublessee as directed by Sublessor.

5 . No Representations

Sublessor makes no representations or warranties as to the condition of the Demised Premises, or as to any of the contents thereof or personal property located therein, and the

Sublessee accepts the same in their present condition as is.

6. Personal Property Taxes

Sublessee will pay all personal property taxes levied or assessed in respect of the personal property and trade fixtures on the Demised Premises belonging to the Sublessee or persons, firms or corporations other than the Sublessor.

7. Real Estate Taxes

Sublessor will pay all real estate taxes and other assessments levied against the Demised Premises or assessed on or with respect to the Demised Premises during the term of this Sublease.

8. Specific Use

Sublessee agrees that the Demised Premises during the term of this Sublease shall be used and occupied only for car restoration use, unless some other use is hereafter approved by Sublessor in writing.

9. Appearance of Premises

Sublessee agrees to keep interior and exterior areas of the Demised Premises including grounds free of trash and other unsightly or malodorous materials and reasonably clean and neat.

10. Alterations

Sublessee will not make any interior or exterior alterations to the Demised Premises without the written approval of the Sublessor.

11. Waste Clause

Sublessee will not make or suffer any strip or waste of the Demised Premises, and Sublessor, Landlord and/or any person holding a mortgage on the Demised Premises may enter during reasonable business hours to view and to make improvements in the Demised Premises.

12. Right to Install Fixtures

Sublessee may install equipment and trade fixtures necessary to carry on its business on the Demised Premises with the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. All such equipment and trade fixtures shall remain the personal property of the Sublessee, and may be removed by Sublessee at any time at or before the end of the term hereof, provided that any damages to the Demised Premises by reason of such removal is promptly repaired by the Sublessee at its own expense, and Sublessor may

require reasonable indemnity of the Sublessee before permitting any such removal.

13. Possession

The Sublessor will put the Sublessee in actual possession of the Demised Premises at the beginning of the term of this Sublease and the Sublessee, on paying the installments of rent and performing and observing the covenants and conditions herein provided, shall and may peacefully and quietly have, hold and enjoy the Demised Premises for said term and any renewal or extension thereof.

14. Utilities

The sublessor agrees to pay all utilities.

15. Heat

The sublessor agrees to pay heat.

16. Snow Removal

Sublessor agrees at its expense to keep all access areas on the Demised Premises and any sidewalks abutting the Demised Premises free of ice and snow.

17. Access by Sublessor

Sublessor shall have access to the Demised Premises during reasonable hours for the purpose of examining and inspecting the Demised Premises and of showing the same to prospective purchasers, mortgagees or tenants, provided such access does not unnecessarily interfere with the use of the Demised Premises by the Sublessee.

18. Repairs and Maintenance

During the term of this Sublease, Sublessee shall maintain in as good a condition as they now are or may hereafter be put into by the Sublessor, and make all needed repairs to the interior and/or non-structural portions of and appliances, improvements and fixtures contained in the Demised Premises (including without limitation all glass, floors, walls, paint, ceilings, paneling, windows, doors, screens, plumbing system and appliances, electrical system and appliances, heating system, oil tanks, hot water system (if any), stoves and refrigerators (if any), other than maintenance or repairs made necessary by fire or inevitable accident beyond the control of Sublessee.

Sublessee, at its sole expense, shall keep the Demised Premises in a clean, sanitary and safe condition in compliance with the laws, ordinances and regulations applicable to the Demised Premises.

19. Fire Clause

If the Demised Premises during the term of this Sublease be so destroyed or damaged by fire or other unavoidable casualty as to render the Demised Premises as a whole unfit for occupation, Sublessee shall give notice to Sublessor within twenty-four (24) hours of such occurrence, and Sublessor, within ninety (90) days of such notice. Sublessor shall commence repair of the Demised Premises and thereafter prosecute the completion of such repair with due diligence. If the damage renders all or a portion of the Demised Premises unsuitable to Sublessee's use, a just portion of the rent shall be abated until the Demised Premises or the impacted portion has been restored. If Sublessor or Landlord shall determine not to restore the Demised Premises within thirty (30) days of receipt of notice of the casualty, Sublessor may terminate this Sublease.

20. Damage to Personal Property

All merchandise, trade fixtures, effects and property of every kind, nature and description belonging to Sublessee or other persons on or about the Demised Premises shall be at the sole risk and hazard of Sublessee, and if the whole or any part thereof shall be stolen or damaged or destroyed by fire, air, water or steam or by breakage or bursting of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever, no part of any loss resulting is to be charged to or borne by Sublessor. Furthermore, and without limitation of the generality of the foregoing, Sublessee waives as against Sublessor and covenants and agrees to hold Sublessor harmless from all claims by Sublessee or any person claiming by, through or under Sublessee by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any of the personal or other property located in or about the Demised Premises belonging to Sublessee or others, whether or not caused by a condition of the premises or negligence of the Sublessor, its agents or servants, to the extent that such destruction, loss or damage is covered by insurance carried by Sublessee, in order that no insurance carrier shall have a claim by way of subrogation or otherwise against Sublessor for such damage, destruction or loss, no matter what the cause thereof.

21. Fire Insurance

Sublessor agrees to maintain continuously during the term of this Sublease fire insurance on the Demised Premises in the amount of the building's replacement cost only, but not covering the contents of the building.

22. Indemnification

Sublessee covenants and agrees to forever save and hold Sublessor harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the Demised Premises caused by the negligence or willful act or omission of Sublessee, or its agents, employees, invitees or guests, and/or resulting from the Sublessee's failure to observe or comply with any of Sublessee's obligations undertaken in this Sublease.

Sublessee's obligations under this Section 22, or any other indemnification provision of this Sublease shall survive the expiration or earlier termination of this Sublease.

23. Public Liability Insurance

Sublessee agrees to take out and maintain continuously during the term of this Sublease a

public liability single limit insurance policy in the amount of not less than \$1,000,000.00 satisfactory as to coverage and carrier to the Sublessor, protecting the Sublessor against any and all claims that may be made against Sublessor for damage to property or injury or death of persons by reason of or in any way arising on or out of or connected with the Demised Premises or Sublessee's use or occupancy of the Demised Premises. Sublessee agrees to deliver to Sublessor each policy, or a certificate thereof, obtained by Sublessee in fulfillment of its obligations hereunder.

24. Eminent Domain

The Sublessor reserves to itself, and excepts from the grant hereunder, all rights to damages in respect of the leasehold hereby created (not including damages in respect of Sublessee's goods and chattels, or damages in respect of trade fixtures or equipment which Sublessee is entitled to remove upon termination of this Sublease), by reason of any exercise of the right of eminent domain, and Sublessee assigns to the Sublessor all rights to such damages except as above provided, and agrees to deliver any instruments of assignment or otherwise which the Sublessor may reasonably request to evidence the foregoing reservation and assignment.

If all of the Demised Premises are taken by eminent domain this Sublease shall terminate on the date of taking. In the event that Sublessor and Landlord determine under the Sublease that the exercise of Eminent Domain or the exercise of purchase in lieu thereof of so much of the premises that include the Demised Premises shall render such premises such premises unsuitable for Sublessee, Sublessor and other sublessees of Sublessor, that at either Landlord's or Sublessor's election, this Sublease shall terminate.

25. Default

If (a) the Demised Premises shall be abandoned by Sublessee, or the estate hereby created shall be taken by process of law; (b) Sublessee shall default in the payment of any installment of rent when due, whether or not demanded, and such default shall continue for ten (10) or more days after written notice thereof is given by Sublessor to Sublessee, (c) Sublessee shall default in the faithful observance or performance of any other covenant to be performed or observed by Sublessee under this Sublease for thirty (30) or more days after Sublessor shall give to Sublessee notice in writing of such default and a demand to cure the same, (d) Sublessee shall file or have filed against it a petition for relief under the Bankruptcy Code or similar proceeding under state law, and if against Sublessee, it shall consent thereto or shall fail to cause the same to be dismissed within forty-five (45) days, then and in any one or more of such events Sublessor may, at Sublessor's sole election, enter the Demised Premises and expel Sublessee and those claiming under it, and remove its and their effects, and/or notify Sublessee that the term of this Sublease has terminated and in either case the term hereof shall terminate upon each entry or the giving of such notice, whichever shall first occur, and Sublessee shall thereupon quit and surrender the Demised Premises to Sublessor. In case of termination of the term of this Sublease for any such cause, and in either manner above provided, Sublessor shall be deemed to have waived no rights or other remedies hereunder, or at law or in equity, and shall be entitled to recover arrearages of rent, damages as for breach of contract, which shall include, without limitation, the amount of the total rent reserved under this Sublease for the full term as if the same had not been terminated, less any proper credits, and Sublessor's reasonable attorney's fees and any other expenses of Sublessor incurred in connection with the retaking of possession of the Demised Premises and the removal and storage of Sublessee's effects and the recovery of damages or the exercise of other rights or remedies.

26. **Termination:** After taking occupancy, should the Sublessor allow the Sublessee to break the Lease early, a ninety-day (90) written notice is required on the 1st of the month.

26. Reimbursement of Expenses

If Sublessee shall be in default in the performance or observance of any agreement or condition on its part to be performed or observed, the Sublessor shall have the right, but shall not be obligated, to cure such default provided that Sublessor first gives not less than ten (10) days' prior written notice designating such default to Sublessee (except in the case of emergency, in which event no notice shall be required). In case Sublessor shall pay or be compelled to pay any sum of money by reason of Sublessee's default, then in such event, Sublessee shall reimburse Sublessor for the same, and the same shall be considered as additional rent and shall be added to the rental installment next becoming due.

27. Mortgage Subordination

Sublessee will, upon request of Sublessor in writing, subordinate this Sublease and the estate hereby created to the lien of any existing or future mortgage upon the Demised Premises, provided the holder of such mortgage will enter into an agreement with Sublessee that in the event of foreclosure or other action taken under the mortgage, the rights of the Sublessee hereunder shall continue in full force and effect, and shall not be terminated or disturbed by the mortgagee, except in accordance with the provisions of this Sublease in case of the default of Sublessee.

28. Liens

The Sublessee shall not do or suffer anything to be done whereby the Demised Premises or any part thereof may be encumbered by any mechanic's or other liens, and shall, whenever and as often as any mechanic's or other lien is asserted against the Demised Premises purporting to be for labor or material furnished or to be furnished to the same, discharge any such lien of record within ten (10) days after the date of filing, except that right is reserved to Sublessee to contest any such lien in good faith provided Sublessee shall have posted a bond or other evidence of financial responsibility reasonably satisfactory to Sublessor. Notice is hereby given that the Sublessor shall not be liable for any labor or materials furnished or to be furnished to the Sublessee upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Sublessor in and to the Demised Premises herein described.

29. Assignment

Sublessee shall not assign or encumber this Sublease or sublet the Demised Premises or any part thereof without on each occasion obtaining the written consent of the Sublessor. In the event of any assignment or subletting, Sublessee shall remain fully liable under this Sublease. No consent to any assignment or subletting in a particular instance shall be deemed a waiver of the prohibition stated above, in the case of any other assignment or subletting.

30. Limitation of Liability.

Sublessee agrees to look solely to Sublessor's interest in the Master Lease of the premises of which the Demised Premises are a part for recovery of any judgment from Sublessor or any of Sublessor's officers, directors, agents or shareholders, it being agreed that Sublessor and any other such party is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that Sublessee might otherwise have to obtain injunctive relief against Sublessor or Sublessor's successors in interest, or any other action not involving the personal liability of Sublessor. Under no circumstances shall Sublessor ever be liable for lost profits, indirect or consequential damages.

31. Holdover.

If Sublessee fails to vacate the Demised Premises at the termination of this Sublease, then the terms of this Sublease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination, but this provision shall not be interpreted as consent or permission by the Sublessor for Sublessee to holdover at the termination of this Sublease and terms of this holdover provision shall not preclude Sublessor from recovering any other damages which it incurs as a result of Sublessee's failure to vacate the Demised Premises at the termination of this Sublease.

32. Jury Trial Waiver.

NOTWITHSTANDING ANYTHING IN THIS SUBLEASE TO THE CONTRARY, SUBLESSEE AND SUBLESSOR, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS SUBLESSEE AND/OR SUBLESSOR MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY SUBLESSOR OR SUBLESSOR'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS SUBLEASE. SUBLESSOR AND SUBLESSEE 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.

33. Recording

Each party covenants with the other that it will not cause this Sublease to be recorded in any Registry of Deeds without the consent of the other party.

34. No Waiver

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Sublease shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any occasion. Any and all rights and remedies which either party may have under this Sublease or by operation of law, either at law or in equity, upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies

may be exercised at the same time.

35. Personal Guarantee

Performance by Sublessee of all its obligations and covenants under this Sublease is personally guaranteed by _____, who (each) agree(s) to be (jointly and severally) liable for said performance and whose signatures are affixed to a guaranty attached to this document.

36. General

This Sublease shall inure to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties, provided that the Sublessee's interest may be dealt with only as herein elsewhere provided. This Sublease is made in and shall be governed by and construed in accordance with the laws of the State of Maine. The captions and headings contained in this Sublease are for convenience only and shall not be taken into account in construing the meaning of this Sublease or any part thereof. As to the obligations of each party hereunder to perform its undertakings, promises, covenants and obligations hereunder, time is of the essence.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the said Sublessor, has caused this instrument to be signed in its corporate name by _____, its _____, hereunto duly authorized this _____ day of _____, 201____, and the Sublessee has caused this instrument to be signed in its corporate name by _____,

[its _____, thereunto duly authorized], effective the date first above written.

Sublessee:

WITNESS:

By

Its

Date:

WITNESS:
MAINTENANCE

Sublessor:

SEABREEZE PROPERTY
& MANAGEMENT, INC.

By

Its

Date: _____

GUARANTY

For valuable consideration, receipt of which is hereby acknowledged, we the undersigned, in our individual capacities and not as officers, directors or shareholders of _____, hereby guaranty the performance of each and every covenant of the Sublessee in the above-described Sublease, and we each agree that we shall each be jointly and severally liable for the obligations hereunder. We agree that the Sublessor or its agent or assignee may seek to enforce this guaranty against either or both of us without waiving further rights.

WITNESS:

WITNESS:

IN WITNESS WHEREOF, the said Sublessor, has caused this instrument to be signed in its corporate name by Scott R. Keck, its _____, hereunto duly authorized this 13th day of June, 2014, and the Sublessee has caused this instrument to be signed in its corporate name by Dwale S Speed Shop LLC [its _____, thereunto duly authorized], effective the date first above written.

Sublessee:

WITNESS:

[Signature]
By _____
Its _____
Date: JUNE 13, 2014

Sublessor:

SEABREEZE PROPERTY MAINTENANCE & MANAGEMENT, INC.

WITNESS:

[Signature]
By _____
Its _____
Date: 6/10/14

GUARANTY

For valuable consideration, receipt of which is hereby acknowledged, we the undersigned, in our individual capacities and not as officers, directors or shareholders of _____, hereby guaranty the performance of each and every covenant of the Sublessee in the above-described Sublease, and we each agree that we shall each be jointly and severally liable for the obligations hereunder. We agree that the Sublessor or its agent or assignee may seek to enforce this guaranty against either or both of us without waiving further rights.

WITNESS:

[Signature] _____
[Signature] _____

WITNESS:

SA\K\LT\T\GL\SEABREEZE\SUBLEASE.doc

Addendum #1

Sublessor is not responsible for any winter injuries and/or damages to vehicles or equipment due to snow falling off roof.

Sublessee is not allowed to have any electric heaters in building.

WITNESS:

Jessie J. Debra

Sublessee:

[Signature]
By
Its
Date: JUNE 13, 2014

WITNESS:

Jessie J. Debra

Sublessor:
**SEABREEZE PROPERTY MAINTENANCE
& MANAGEMENT, INC.**

[Signature]
By
Its
Date: 6/10/14