

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), made this 9/27/2017, by and between AJ HOLDING COMPANY, LLC, a Delaware limited liability company with its place of business at 352 Warren Avenue, Unit 8, Portland, Maine (hereinafter referred to as "Landlord"), and AROMA JOE'S FRANCHISING, LLC, a Delaware limited liability company with its place of business at 352 Warren Avenue, Unit 8, Portland, Maine, (hereinafter referred to as "Tenant").

## AGREEMENT

1. *Leased Premises.* Landlord leases to Tenant, in consideration of the rent to be paid by Tenant and subject to the terms and conditions set forth herein, the following described premises (the "Leased Premises"):

352 Warren Avenue, Unit 2, Portland, Maine.

2. *Commencement and Term.* The term of this Lease shall commence on October 1, 2017, and shall continue for a period of one (1) year until September 31, 2018 (the "Lease Term"), unless earlier terminated by mutual agreement of the parties or as otherwise provided in this Lease.
3. *Rent.* Tenant covenants and agrees to pay to Landlord at 352 Warren Avenue, Unit 8, Portland, Maine, during the Lease Term, a total rental amount of \$ 13,731.00, to be paid in equal installments of \$ 1144.25 per month, in advance of the first day of each month during the Lease Term. Landlord and Tenant agree that Landlord may increase the Rent amount at any time by providing Tenant with thirty (30) days' notice reflecting the increased Rent amount. Landlord and Tenant agree that Landlord may decrease the Rent amount at any time, and that such decrease will be effective upon the beginning of the following month.
4. *Security Deposit.* Upon the execution of this Lease, Tenant agrees to pay to Landlord Zero Dollars (\$0.00), which may be held by Landlord throughout the Lease Term, without interest, as a security deposit for the faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of such deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof.
5. *Renewal Option.* Provided that Tenant is not in default of any covenant, agreement or obligation contained in this Lease, this Lease shall renew without notice being sent to either party for additional one (1) year periods, upon the same terms and conditions as are applicable during the Lease Term.
6. *Termination.* Either Tenant or Landlord may terminate this Lease at any time by providing the non-terminating party with written notice of termination at least thirty (30) days before the proposed date of termination. Alternatively, the parties may immediately terminate this agreement at any time upon written agreement of termination executed by both parties.
7. *Hazard Insurance.* Landlord agrees to maintain during the term hereof a policy of insurance insuring the Leased Premises against loss or damage by fire and other perils under extended coverage in an amount determined by Landlord's sole discretion, in such form and with such insurance companies as Landlord shall approve. Tenant agrees to provide to Landlord, on the date hereof and annually thereafter, a copy of each such insurance policy so designating Landlord's interest, as such policy is then in effect. Landlord and Tenant agree that to the extent it has an insurable interest in the Leased Premises, Tenant may obtain and maintain, at its own expense and for its own benefit, a policy of insurance insuring said interest.
8. *Utilities.* During the Lease Term and any Renewal Option, Tenant covenants and agrees to pay all costs for heating, electricity, water, and any additional utilities to the Leased Premises, and all costs for cleaning and

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janitorial services (including the removal and disposal of trash from the Landlord's premises) on the Leased Premises, which services shall be Tenant's sole responsibility.

9. *Repair and Maintenance.* Tenant agrees that during Tenant's possession of the Leased Premises Tenant will keep the Leased Premises clean and maintained in good order, condition and repair, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently in effect or hereinafter enacted.
10. *Alterations, Renovations and Improvements.* Tenant shall have the right, without written consent or notice sent to the Landlord, to make such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein, provided however, that Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner.
11. *Subletting and Assignment.* Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof, without the prior written consent of Landlord.
12. *Permits and Licenses.* Tenant agrees to maintain in full force and effect, during the Lease Term, at its cost and expense, any and all federal, state and local permits, licenses and registrations necessary for the use of the Leased Premises by Tenant.
13. *Taxes.* Tenant agrees to pay all property taxes and assessments, ordinary or extraordinary, which may be levied or assessed on the Leased Premises. Tenant agrees to pay any and all other taxes and assessments associated with Tenant's use of the Leased Premises, including but not limited to personal property taxes and assessments and all federal, state and local forms of withholding and FICA taxes and assessments.
14. *CAM.* Tenant agrees to pay any common area maintenance expenses, condominium association fees, and any other fee that may come due from time to time as related to the Leased Premises. Tenant shall remit payment under this section of the Lease to Landlord on or before thirty (30) days after Landlord presents Tenant with the receipt for such expenses.
15. *Right to Enter.* Tenant agrees to permit Landlord or its duly authorized agents to enter on the Leased Premises during Tenant's normal business hours, without any prior notice, to examine the condition of said Leased Premises and to show the same to prospective tenants or purchasers, provided such access to the Leased Premises shall not unnecessarily interfere with Tenant's use of the Leased Premises or the conduct of Tenant's business activities thereon. In the event that Landlord wishes to enter the Leased Premises at any time other than Tenant's normal business hours, Landlord shall give Tenant such prior notice as is reasonable under the circumstances except that in case of an emergency, Landlord shall be relieved of said notice obligation.
16. *Total or Partial Destruction.*
  - a. If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's policies of fire and extended coverage insurance but are not thereby rendered untenable in any part, Landlord, at its own expense, shall cause such damage promptly to be repaired, and the rent meanwhile shall be abated in accordance with the nature and proportion of the damage, until delivery of possession of the restored Leased Premises.
  - b. Landlord's obligation to repair, restore or reconstruct the Leased Premises pursuant to the provisions of this Paragraph 16 shall be limited to the Building shell and any improvements originally constructed in or on the Leased Premises by Landlord or contained therein prior to the commencement of the Lease Term. Tenant, at Tenant's expense, shall perform all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Leased Premises and commence doing business in accordance with the provisions of this Lease. Landlord shall not be

liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith. Landlord shall not be liable to Tenant for any loss in business revenues sustained by Tenant as a result of said repair, restoration or reconstruction or delays in completing said repairs, restoration or reconstruction.

17. *Eminent Domain.*

- a. In the event of any award for any taking of the Leased Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Leased Premises and for Landlord's business loss, and Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of its business loss or the taking of its trade fixtures, furniture, or other property.
- b. In the event of any such taking of the Leased Premises, the rent, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be suspended or abated.

18. *Limitation of Landlord's Liability.* Tenant agrees to look solely to Landlord's interest in the Building or Landlord's insurance coverage thereon for recovery of any judgment from Landlord. This Paragraph 18 shall not limit any right that Tenant might otherwise have to injunctive relief against Landlord or its successors or assigns.

19. *Waiver of Subrogation.* Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result therefrom. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not reimburse Tenant for any such extra premium.

20. *Landlord's Remedies.*

- a. It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe, or fail or neglect diligently to attempt to so perform or observe, any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed within fifteen (15) days after notice of default, or if the estate hereby created shall be taken on execution or by other process of law, or if a petition in bankruptcy shall be filed by or against Tenant, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any substantial part of Tenant's property, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Federal Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangement under any provisions of the Federal Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, 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 lawfully may, immediately or at any time thereafter, in accordance with Maine 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 collection of damages for breach of covenant, and upon entry as aforesaid, this Lease shall terminate.
- b. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless

and until Landlord shall have failed to perform, or failed diligently to attempt to perform, such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

21. *Notices.* All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the following addresses:

a. To Tenant at:

Aroma Joe's Franchising, LLC  
352 Warren Avenue, Unit 8  
Portland, ME 04103

b. To Landlord at:

AJ Holding Company, LLC  
352 Warren Avenue, Unit 8  
Portland, ME 04103

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

22. *Miscellaneous Provisions.*

- a. *Invalidity of Particular Provisions.* If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- b. *Governing Law.* This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.
- c. *Paragraph Headings.* The Paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
- d. *Interpretation.* Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.
- e. *Entire Agreement; Binding Effect.* All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only 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. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns of Landlord and Tenant, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.
- f. *Compliance with Laws.* Tenant agrees to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.

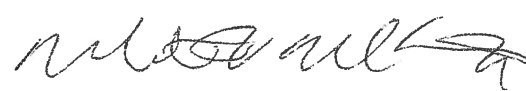
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**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease Agreement as an instrument under seal as of the day and year first above-written.

AJ HOLDING COMPANY, LLC

BY:  *co-manager*  
Loren Goodridge, Co-Manager

Aroma Joe's Franchising, LLC

BY:  *co-manager*  
Martin McKenna, Co-Manager