COMMERCIAL LEASE (NET LEASE)

CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/22/14

1. PARTIES *(fill in)*

Alexander-Russell Co. LLC with a mailing address of **10 Battles Hill Ln. Scituate, MA, 02066.** ("LANDLORD") hereby leases to Antipesto Inc., with a mailing address of 91J Auburn Street, #1267, Portland ME ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

2. PREMISES *(fill in and include, if applicable, suite number, floor number, and square feet)*

The Premises are deemed to contain **9,600** square feet. The Premises are located at 470 Riverside St. together with the right to use, in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto. 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.

3. TERM *(fill in)*

The term of this Lease shall be for 1 yr and 3 months, unless sooner terminated as herein provided, commencing on September 1, 2014 and ending on November 30, 2015.

4. RENT *(fill in)*

TENANT shall pay to LANDLORD the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
Sept 1, 2014 – November 30, 2014	$0.00	$0.00
December 1, 2014 – November 30 , 2015	$43,200.00	$3,600.00

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 **10 Battles Hill Lane, Scituate, MA 02066**. 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.

5. RENEWAL OPTION *(fill in or delete)*

So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for 1 terms of 3 years. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent which shall be as follows:

Lease Year	Annual Base Rent	Monthly Rent
2-4	$48,000	$4,000.00

In the event that TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT *(fill in)*

Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Thirty Six Hundred Dollars ($3,600), which 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.

7. RENT ADJUSTMENT

A. TAXES *(fill in)*

TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B 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 n 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.

B. OPERATING COSTS *(fill in)*

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, One Hundred percent (100%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer and other utility

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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 September, 2014.

TENANT:

Anitpesto Inc.
Legal Name of Tenant

Signature

William H Whitmore/Vice President
NAME/TITLE

Witness to Tenant

LANDLORD:

Alexander-Russell Co. LLC
Legal Name of Landlord

Signature

JAMES A RUSSELL Sr Agent
NAME/TITLE

Witness to Landlord

GUARANTY *(fill in or delete)*

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Anitpesto Inc. TENANT, William Whitmore ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting 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 and severally, and may proceed against GUARANTOR 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 GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 11th day of September, 2014.

GUARANTOR:

William Whitmore
Legal Name of Guarantor

Signature

NAME/TITLE

Witness to Guarantor