

Lease

1. PARTIES: THIS INDENTURE OF LEASE is made as of this 10th day of March, 2014 by and between LOT 13, LLC, with a mailing address of 100 Silver Street, Portland, Maine 04101 ("Landlord") and Get Air Portland ME, LLC, with a mailing address of 921 Riverside Street, Portland, Maine 04103, (hereinafter called "Tenant") and the Tenant hereby leases from the Landlord, the following described Premises:

2. PREMISES: The Premises are deemed to contain +/- 25,000 square feet, the Building located at 921 Riverside Street, Portland, Maine. The use and occupation by Tenant of the Demised Premises shall include the use, in common with others entitled thereto, of the parking facilities as depicted on the attached site plan as Exhibit A attached hereto and incorporated herein, on an unassigned and unreserved basis, for the accommodation and parking of automobiles of Tenant's customers and employees. Landlord reserves the right from time to time, at Landlord's sole discretion, to alter, reduce or redesign the parking area, or the ingress or egress of the parking area; provided, however, that Landlord shall not in the exercise of such rights unreasonably interfere with Tenant's conduct of Tenant's business or with Tenant's use or enjoyment of the Demised Premises. Landlord further reserves the right to build a second building as depicted on the attached site plan (Exhibit A) on the easterly side of the lot.

3. TERM:

(A) Term of Lease. The term of this lease (the "Term") shall be Five (5) years unless sooner terminated as hereinafter provided, the period commencing on the Commencement Date (as hereinafter defined) and ending at 11:59 EST on the day immediately preceding the date which is the fifth anniversary of the Commencement Date. Notwithstanding the forgoing, if such Commencement Date shall be a day other than the first of a month, then the period of time between such commencement date and the first day of the month next following shall be added to the term of this Lease. Following the determination of a Commencement Date, at the request of either the Tenant or the Landlord, the parties will enter in to an agreement acknowledging the Commencement Date.

(B) Access Period. Upon full execution of this Lease and Landlord's receipt of a general liability certificate naming the Landlord as Additional Insured in the amounts required under this Lease, the Tenant may have access to the Premises for the purpose of engineering surveys, examinations, and inspections, etc. In no event shall the Tenant make any alterations, additions, or repairs, or perform any work of any kind to the Premises during this "Access Period". The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all damages or liability arising out of this access. The duration of this Access Period shall be up until such time as the Tenant either notifies Landlord that it has received its permits or terminates this Lease as outlined in Section 3(c) but not later than June 15, 2014.

(C) Permitting. This Lease is contingent upon Tenant obtaining at its sole cost and expense, all permits and a Certificate of Occupancy necessary for Tenant's use of the Premises by June 15, 2014. Landlord shall cooperate, at no cost to Landlord, with Tenant during the permitting process. Tenant shall immediately notify Landlord in writing if it is successful in obtaining its permits. Landlord shall not be obligated to perform any modifications, repairs or installations at the Premises as set forth in this Lease, In the event that the Tenant fails to obtain all permits, etc., by June 15, 2014, the Tenant or Landlord may cancel this Lease by written notice to the other party to be received not later than June 15, 2014. Such termination shall not relieve the Tenant from any liability arising out of its access to the Premises prior to its termination hereunder. In the event that Tenant fails to timely notify Landlord as

set forth above, the Tenant shall be deemed to have waived this contingency, and shall be bound by the terms and conditions of this Lease.

(D) Possession. In the event that the Tenant receives its Permits, the Tenant may take possession and shall be bound by the terms of this Lease from the date of its receipt of Permits.

(E) The Lease and Rent Commencement Date. The "Commencement Date" Shall be 45 days following Permitting dead line of June 15, 2014. All Base Rent and Additional Rent owed under this Lease (except utilities which shall commence upon possession) shall commence on the Commencement Date.

4. CONDITION OF PREMISES, LANDLORD'S WORK, TENANT'S WORK:

(A) Conditions of Premises. Landlord's Work: Landlord will deliver the space to Tenant in an "as is" condition with no work to be done by Landlord.

(B) Tenant's Work: Tenant shall perform its work at its sole cost and expense and in accordance with all local, state and federal regulations. Any Tenant improvements to the Demised Premises will be done only with the prior approval of the Landlord, such approval not to be unreasonably withheld or delayed. Tenant shall assume all costs for the upgrading of any utility service(s) to the Premises or Property for Tenant's intended use.

(C) The Premises and the improvements highlighted in yellow on Exhibit B attached hereto and incorporated herein, shall be delivered up by Tenant if installed, with exception of detachable ceiling fans upon expiration or earlier termination of this Lease in good condition, wear and tear and damage by casualty only excepted. The Tenant shall remove the items highlighted in green on Exhibit B together with all personal belongings or equipment. Also, the Tenant shall repair any damage caused by its removal of any equipment.

5. BASE RENT:

All Base Rent and Additional Rent shall be payable in advance in equal monthly installments on the first day of each month during the term, 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: Lot 13 LLC, 100 Silver Street, Portland, Maine 04101. If Tenant does not pay Base Rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms 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 payment that Tenant fails to pay after the due date. The late charge shall be equal to four percent (4%) of the total amount due Landlord. The first month's rent shall be payable upon execution and delivery of this Lease.

6. RENEWAL OPTION. So long as Tenant is not then in default of this Lease, Tenant shall have the option to renew this Lease for Two (2) periods of Five (5) years. In order to exercise Tenant's option, Tenant shall notify Landlord in writing by Certified or Registered Mail, or overnight carrier of its intention to exercise its option not less than 365 days prior to the end of the then current term, said renewal to be upon the same terms and conditions as set forth in this Lease except Base Rent which shall be as outlined in Section 5 above.

In the event that Tenant fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

7. INTENTIONALLY DELETED.

8. RENT ADJUSTMENT:

A. Taxes: Tenant will pay to Landlord as additional rent hereunder, in accordance with subparagraph C of this Article, 100% of all real estate taxes and assessments 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 cost incurred in obtaining the same, if any, shall be refunded to Tenant.

B. Operating Costs: Tenant shall pay to Landlord as additional rent hereunder in accordance with subparagraph C of this Article, 100% of all operating costs per annum of the Building ("CAM") and its appurtenances and all exterior areas, yards, plazas, sidewalks, driveways, parking areas and area lighting, 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 any reasonable and customary casualty and liability insurance carried by Landlord related to the Building a copy of 2013 policy to be provided prior to lease execution OK; (ii) all costs of maintaining Building equipment, lighting, life safety equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the Building in a well maintained condition; (iii) all costs of snow removal, landscaping and grounds care; (iv) all costs of the management of the Building, including without limitation reasonable and customary property management fees; and (v) 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 shall not be responsible for capital expenditures, roof replacement or repair of structural defects. Notwithstanding the foregoing, Tenant shall be liable for any repair necessitated by Tenant's negligence.

C. Payment. 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. After the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of such real estate taxes and operating expense also showing Tenant's share of the same. Tenant shall have the right to audit Landlord's books and records with respect to operating expenses for a period of two years after receiving Landlord's statement 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 CAM is \$ [REDACTED] per month and estimated Real Estate tax charges are \$ [REDACTED] per month for the first year and are due on before the first of each month. Landlord to provide itemized 2013 CAM charges prior to lease execution OK.

9. UTILITIES: Tenant shall pay for all utilities servicing the Premises directly including but not limited to water and sewer, electricity, gas, oil, cable, and telephone, catch basin, roof drains, and all other utilities and services used or consumed on the Demised Premises either by separate meter; sub-meter; or its pro-rata share. Tenant shall immediately place all separately metered utility accounts in to its name directly. The Tenant shall reimburse Landlord for the costs of sub-metered or pro-rata share utilities within 30 days of Landlord's invoice therefore as Additional Rent. Tenant additionally agrees to pay for all licenses and permits for the same.

The Tenant shall furnish at Tenant's cost a dumpster for Tenant's trash removal and/or removal of recyclable materials, and Tenant agrees to keep trash from accumulating in and around the area of any dumpster.

In the event that Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the written consent of the Landlord. The Landlord shall not be liable for any interruption in utilities or services.

10. USE OF THE LEASED PREMISES: The Tenant shall use the leased premises only as a trampoline park and related office uses.

11. COMPLIANCE WITH LAWS: The Tenant agrees to Comply with all Federal, State and local laws, rules and ordinances.

12. MAINTENANCE:

A. Tenant's Obligations. Tenant acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the Tenant holds any part of said premises to keep the entire interior of the leased premises and loading docks, including but not limited to life safety systems, sprinkler system, heating, air conditioning and plumbing systems and fixtures (and other utility services and facilities to the leased premises), and plate glass, in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear only excepted. Tenant agrees that it will have the air-conditioning and heating systems thoroughly inspected and serviced at least twice in each calendar year -- once during the spring season and once during the fall season of each year -- and furnish certificates of the same to Landlord after each such inspection, plus pay for such service calls including the cost of parts and labor, related to the maintenance of said system.

B. Landlord's Obligations. The Landlord shall perform the exterior and grounds maintenance including but not limited to the snow plowing and ice treatment to the parking area and sidewalk; grounds maintenance; landscaping; repairs to exterior building and roof; repairs to area lighting; stripping and parking lot repairs, to be reimbursed by the Tenant pursuant to the terms of Section 8.

13. ALTERATIONS - ADDITIONS: The Tenant shall not make structural alterations or additions, or permit the making of any holes in any part of said Building (except for the installation of Tenant's racking), or paint or place any signs, drapes, curtains, shades, awning, aerials or flagpoles or the like, visible from outside the leased premises, that is, from outdoors or from any corridor or other common area within the Building, without on each occasion obtaining prior written consent of the Landlord, which shall not be unreasonably withheld or delay. Tenant shall not suffer or permit any lien of any nature or description to be placed against the Building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately bond and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature of description to attach or to be placed upon the Landlord's title or interest in the Building, the premises, or any portion thereof.

14. ASSIGNMENT-SUBLETTING: The Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the demised 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 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. Landlord shall receive any "profit" from sublease charges over Tenant's lease expense. Tenant may freely assign or sublease to entities controlling, controlled by, or under control with Tenant.

15. SUBORDINATION AND QUIET ENJOYMENT: This lease shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when 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 (ii) the continuing validity and enforceability of such non-disturbance agreement. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased premise.

16. LANDLORD'S ACCESS: The Landlord or agents of the Landlord may, at all reasonable times upon reasonable notice during the term of this lease, enter the leased premise (i) to examine the leased premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem reasonably necessary (ii) to show the leased premises to prospective purchasers and mortgages, and (iii) to show the leased premises to prospective tenants during the six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation. Provided Landlord shall use reasonable efforts to interference with Tenant's use and enjoyment of the Premises in exercising any of its rights pursuant to this Paragraph 16.

17. INDEMNIFICATION AND LIABILITY: Tenant will defend and, except to the extent caused by the gross negligence or willful misconduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, and in connection with the occupancy or use by Tenant of the leased premises or any part of Landlord's property or the Building and occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, invitees, licensees or concessionaires, or its or their respective agents, servants or employees (collectively, the "Tenant Parties"). The defaulting party shall also pay the non-defaulting party's expenses, including reasonable attorneys' fees, , incurred by the non-defaulting party in enforcing any obligation, covenant or agreement of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the 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, including all Tenant Parties, due to the Building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to any act or neglect of any tenant of the Building or of any employee or visitor of Tenant, unless caused by the gross negligence or willful misconduct of the Landlord. 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 the Tenant or others. Landlord agrees it shall maintain casualty insurance insuring the Property excluding Tenant's personal property.

18. TENANT'S LIABILITY INSURANCE: Tenant shall (i) insure Tenant, Landlord and Landlord's Mortgagee, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (2,000,000.00) in the aggregate; with an additional excess / umbrella of Three Million (\$3,000,000.00) per occurrence; and Three Million (\$3,000,000.00) in the aggregate; with deductibles of not less 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 premise under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation. The Tenant shall deposit with the Landlord certificates for such insurance 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 cancelled without at least thirty (30) days prior written notice to each insured named therein. The Tenant acknowledges that default of the terms and conditions of this Section constitutes a material default of this Lease, and in addition to any other rights and remedies the Landlord may have under Section 20, the Landlord may immediately secure insurance coverage in the limits required hereunder and naming the Landlord as additional insured, all at the sole cost and expense of the Tenant as Additional Rent to the Landlord.

19. 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, the Landlord may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the 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 remains thereof, shall have been put in proper condition for use and occupation. Landlord reserves and expects all rights to damages to the leased premises and Building and 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 from time to time request except for Tenant's trade fixtures and moving expenses. Landlord shall give Tenant notice of its decision to terminate this lease or restore said premises within sixty (60) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, 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.

20. DEFAULT AND BANKRUPTCY: In the event that:

- A. The Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof; or
- B. The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder (except Section 18) and such default shall not be corrected within twenty (20) days after written notice thereof or such longer period of time as may be required to cure such default, as long as Tenant is diligently proceeding to cure; or

- C. The Tenant shall default under Section 18 and such default shall not be corrected within three (3) days of written notice; or
- D. The leasehold hereby created shall be taken upon execution, or by other process of law; or
- E. Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction or take charge of all or any part of Tenant's property, or 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 the Tenant, or enter into and upon the leased premises or any part thereof in the name of the whole and repossesses 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 but all of Landlord's rights and remedies shall survive such termination. Upon any such termination of the Lease, Tenant shall quit and peacefully surrender the leased premises to Landlord, and Landlord, upon or at any such termination, may without further notice, enter upon the leased premises and repossess itself thereof, by force, summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the leased premises without being liable to prosecution therefor, and may have, hold and enjoy the leased premises and the rights to receive all rental income of an form the same. No such termination of this Lease, or such proceedings, abandonment or vacancy, shall relieve Tenant of its liability and obligations under this Lease, whether or not the leased premises shall be relet, and Tenant covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, to remain liable to Landlord as follows:

(1) Tenant shall remain liable to Landlord all overdue Rent, additional rent, CAM charges and other charges, including reasonable attorneys' fees, payable under the Lease; and in addition,

(2) The Landlord may accelerate and immediately declare due by Tenant upon termination of this Lease, as liquidated damages, an amount equal to the total of Rent, additional rent and any other payments by Tenant called for hereunder for the remainder of the term

Landlord agrees that it shall use reasonable efforts to mitigate its damages following any termination of this Lease on account of the default of Tenant, provided any proceeds received from a reletting shall be net of Landlord's reasonable expenses during the remainder of such term in connection with any reletting of the leased premises, including reasonable attorneys' fees, brokerage commissions, and costs of preparing the leased premises for reletting. Tenant submits to the jurisdiction of the Courts of the State of Maine and of any federal court located within the State of Maine in connection with any suit or

proceeding arising out of this Lease. Landlord shall be entitled to recover from Tenant, on demand, all costs of collection under and enforcement of this Lease, including reasonable attorneys' fees.

21. NOTICE: Any notice from Landlord to Tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed registered or certified mail, return receipt requested, postage prepaid or by overnight carrier, address to Tenant at the Premises. Any notice from the Tenant to the Landlord relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid or by overnight carrier, addressed to the Landlord at Landlord's address set forth in Article 1, or at such address as the Landlord may from time to time advise in writing.

22. SURRENDER: The Tenant shall at the expiration or other termination of the lease peaceably yield up the leased premises and all additions, alterations and improvements thereto and other trade fixtures in good order, repair and condition, damage by fire, unavoidable casualty, 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 premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the leased premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.

23. 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 agent 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, ordinance 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, 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) the Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the leased premises to examine 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; (iv) that upon termination of this lease, Tenant will, at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this lease caused by Tenant, or any extensions thereof from the leased premises and comply with applicable state, local 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 exist on, in, or under the leased premises during the term of this lease or any extensions thereof caused by Tenant. The terms of this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinance or regulations, whether federal, state or local.

24. LIMITATION OF LIABILITY: Tenant agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving personal liability of Landlord.

25. **LANDLORD DEFAULT:** 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 such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

26. **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 breach of the same or other covenant, condition or duty.

27. **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 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.

28. **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 hundred percent (200%) of 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 Landlord for Tenant to holdover at the termination of this lease and 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.

29. **MISCELLANEOUS:**

A. 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 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 or 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 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 therewith. All negotiations, considerations, representation and understandings between Landlord and Tenant are incorporated herein and no other 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. 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.

30. CONFIDENTIALITY:

Tenant acknowledges that disclosing any information regarding the terms and conditions of this Lease could be detrimental to the Landlord. Tenant shall not disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

31. SECURITY DEPOSIT. The Tenant shall, upon execution of this Lease, deposit with the Landlord the sum of \$ [REDACTED] to be held by the Landlord as security for the full and faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease, and will be returned to the Tenant provided the Tenant has vacated the Premises and has otherwise fully and faithfully carried out all of the said covenants, terms, and conditions on Tenant's part to be performed hereunder. No interest will be paid on said deposit.

32. BROKERAGE: The Landlord and Tenant acknowledge that there is no other Broker in connection with this Lease other than Commercial Properties, Inc. and PPC Commercial, to which the Landlord shall pay a commission / fee pursuant to a separate agreement upon rent commencement.

In Witness Whereof, the said parties hereunto have set their hands and seals this 21 day of March 2014

LANDLORD:
LOT 13, LLC

By: _____
Its: _____

Witness

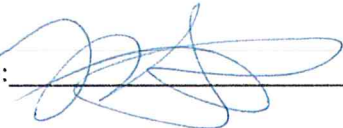
TENANT:
Get Air Portland ME, LLC


By: 
Its: Managing Member-
Trampoline Parks
Consulting, LLC

Witness

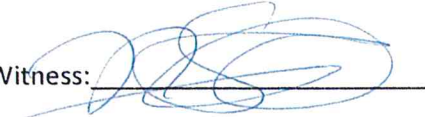
GUARANTY

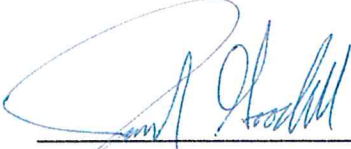
In consideration of the execution of the within Lease by the Landlord, at the request of the undersigneds and in reliance on this guaranty, the undersigneds hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all the terms, covenants and conditions provided in said Lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in manner of payment or performance of any of the terms and conditions of the said Lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said Lease, and any modifications thereof, including the subletting and changing modifications thereof, including the subletting and changing of the use of the Premises, all without notice to the under-signeds. The undersigneds agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within Lease and in enforcing this guaranty.

Witness: 


Val R. Iverson, Individually

Date: 03/24/2014

Witness: 


Jacob Goodell, Individually

Date: 03/24/2014

Witness: _____


Alan McEwan, Individually

Date: _____