Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

# COMMERCIAL LEASE
## (NET LEASE)

1. PARTIES

Nappi Distributors, with a mailing address of 615 Main Street, Gorham, Maine 04038 ("LANDLORD"), hereby leases to an entity to be created by 235 Presumpscot Partners, LLC, a Maine limited liability company with a mailing address of PO Box 491, Portland, Maine 04112, or its assignees ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 41,550± square feet. The leased premises are located at 235 Presumpscot Street together with the right to use the hallways, stairways, and elevators, necessary for access to said leased premises and lavatories and all parking and other areas, amenities and appurtenances benefitting 235 Presumpscot Street, Portland, Maine (collectively, the "premises" or "leased premises"). 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 representation 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. Notwithstanding the foregoing, Landlord represents that it does not have knowledge of structural issues relating to the leased premises or the existence of Hazardous Materials as defined herein.

3. TERM

The term of this Lease shall be for five (5) years unless sooner terminated as herein provided, commencing on the later of a) October 1, 2015, or b) thirty (30) days following the date Tenant receives all permits and approvals for Tenant's improvements, but in no case later than December 1, 2015 (the "Commencement Date") and ending on the fifth anniversary thereof.

4. RENT

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

| Lease Year(s) | Annual Base Rent | Monthly Rent |
|---|---|---|
| 1 | $ 40,000 Minimum or 50% of Base rent* | |
| 2 | $ 83,100 | $ 6,925.00 |
| 3 | $166,200 | $13,850.00 |
| 4 | $166,200 | $13,850.00 |
| 5 | $166,200 | $13,850.00 |

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,. 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 equal to four percent (4%) of the amount due LANDLORD in addition to the rent then due.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

5. RENEWAL OPTION:

So long as TENANT is not in default of this Lease at the time of exercise of TENANT'S renewal option, TENANT shall have the option to renew this Lease for one (1) five (5) year term. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing 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(s) | Annual Base Rent | Monthly Rent |
|---|---|---|
| 6 | $ 184,500 | $ 15,375.00 |
| 7 | $ 184,500 | $ 15,375.00 |
| 8 | $ 184,500 | $ 15,375.00 |
| 9 | $ 194,750 | $ 16,229.17 |
| 10 | $ 194,750 | $ 16,229.17 |

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

6. SECURITY DEPOSIT

Intentionally Omitted

7. RENT ADJUSTMENT
A. TAXES

Commencing on the Commencement Date, 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 and property insurance 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.

B. OPERATING COSTS

Commencing on the Commencement Date, TENANT shall pay directly 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, parking areas, and the like (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, however, specifically excluding all costs for capital repair or replacement of the roof, foundation, structure and exterior walls of the premises, which shall be the sole cost and expense of Landlord provided the same are not damaged by Tenant or it agents, (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 services and facilities to the building, provided such systems are in good working condition as of the Commencement Date, but specifically excluding HVAC unit replacement, which shall be the sole cost and expense of the Landlord; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, but specifically excluding capital roof repairs and all other capital repairs, improvements and replacements required by law or necessary to keep the building in a well-maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; and (vi) all other reasonable costs relating

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses shall be 100% should this Lease be in effect with respect commencing on the Commencement Date.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share in real estate taxes and property insurance 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 property insurance 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 property insurance. 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.

Notwithstanding anything to the contrary contained herein, in the event the Tenant is able to procure property insurance comparable to that held by LANDLORD, by way of insurer, coverages and deductible, TENANT shall have the right to purchase such insurance at its own cost and expense and LANDLORD shall cancel its insurance once it received evidence that such a policy is in full force or, alternatively, LANDLORD may charge TENANT for its insurance no greater than the cost of such insurance TENANT would be able to procure.

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, if installed as 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 buildings 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 the LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

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.

TENANT occupies the premises on an "as is" condition and shall maintain, repair and replace as needed the roof, structural components, exterior walls, HVAC, and any/all other items as needed.

9. USE OF LEASED PREMISES

TENANT shall use the leased premises only for any use legally permitted by and in compliance with municipal, state and federal ordinance and law. Neither LANDLORD nor LANDLORD'S BROKER have made and representations to TENANT regarding the uses of the leased premises allowed under applicable law or other restrictions of record, 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 reasonable rules and security 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 of which Tenant has notice, 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 TENANT'S use thereof required by law or any public authority exclusively 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.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

Except as specifically stated herein, TENANT acknowledges by entry there-upon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises (including without limitation windows, doors and all systems serving exclusively the leased premises) 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 use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

LANDLORD covenants and agrees that it shall deliver the leased premises with all mechanical, electrical, plumbing and other building and utility systems in good working condition as of the lease commencement date; LANDLORD shall

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

deliver the leased premises free from all tenants, leases and persons in possession with the exception of Real Media Solutions, LLC, provided LANDLORD has delivered copies of the existing leases or the terms of the existing tenants at will to TENANT for those tenant(s) who may continue occupancy described above; and LANDLORD shall deliver the leased premises free from Hazardous Materials in violation of local, state or federal law, ordinance or regulation and otherwise, the TENANT accepts the leased premises in "as is" condition.

12. ALTERATIONS

TENANT shall have the right to make such interior and exterior improvements and renovations as TENANT deems necessary or desirable, provided that any structural improvements or modifications shall be subject to the prior written approval of LANDLORD, which approval shall not be unreasonably conditioned, delayed or withheld. TENANT may install signs of the in such locations and of such dimensions as TENANT or subtenants can get approved with the appropriate authorities, which signs shall be installed at TENANT'S sole expense, in compliance with all applicable laws and ordinances. 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 within fifteen days of notice thereof pay or 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 or description to attach or to be placed upon the LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT / SUBLEASING

TENANT may assign this Lease to another entity with the same principal owners as TENANT and such assignee shall be deemed the TENANT under this Lease, provided such assignment and LANDLORD'S acceptance of rent from any such assignee shall not release TENANT from its obligations under this Lease. Any proposed assignment to a third party without the principal owners as TENANT shall require the prior written consent of LANDLORD. TENANT may sublease a portion or all of the space in the premises, without LANDLORD'S written consent, provided TENANT shall promptly give LANDLORD notice of any such subtenant and a copy of any executed sublease. Notwithstanding the foregoing, if TENANT or TENANT'S proposed sublessee wishes LANDLORD to be bound to any sublease beyond the term of this Lease, or beyond the date after which TENANT has the right to terminate this Lease, then TENANT must obtain LANDLORD'S prior written approval of such sublease, which approval shall not be unreasonably withheld. For the purposes of any sublease, subject to the above, the TENANT shall have the right to sublease upon such commercially reasonable terms and conditions as TENANT deems appropriate. In any case where LANDLORD's consent is required for 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 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

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage provided said lender acknowledges TENANT's rights in the Lease and such subordination agreement includes non-disturbance language reasonably acceptable to TENANT. 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 leased 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. LANDLORD and TENANT agree to sign within ten (10) days after they are requested, such estoppel certificates as are required by either party

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease but with no less than 24 hours' notice, except in the case of emergency, enter the leased premises together with a representative of TENANT or Subtenant (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, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing except as provided for herein, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also 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 same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused by the negligence or willful conduct 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, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. TENANT agrees not to assert immunity under workers' compensation 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 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 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 due to

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

any act or neglect 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 the TENANT or others.

LANDLORD will defend and, except to the extent caused by the negligence or willful conduct of TENANT, will indemnify TENANT and its employees, agents and subtenants, 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, or in connection with the negligence or willful misconduct of LANDLORD or occasioned wholly or in part by any act or omission of LANDLORD, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. LANDLORD shall also pay TENANT'S expenses, including reasonable attorneys' fees, incurred by TENANT in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from LANDLORD'S breach of any provisions of this Lease, or any document, settlement or other agreements related to this Lease.

17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as an additional named insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such admitted 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 less than $10,000 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 all risk perils form, or its equivalent, in such amounts and with such Maine admitted 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 and TENANT promptly shall deliver to LANDLORD complete copies of TENANT'S insurance policies upon request from LANDLORD. All of the foregoing insurance policies shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured 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 Article.

18. FIRE CASUALTY - EMINENT DOMAIN

Should a substantial portion of the leased premises, being defined as either 25% leasable square feet or costs to repair the damage in excess of 25% tax assessed value of the property or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD or TENANT may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD or TENANT do 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

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

and deliver such further instruments of assignment thereof as LANDLORD may from time to time request, excluding, however, any damages related to TENANT's improvements, trade fixtures or costs of relocation. Either party shall give the other notice of its decision to terminate this Lease or, if Landlord chooses to restore the premises and Tenant does not terminate, and Landlord shall restore the premises within ninety (90) days after any occurrence giving rise to the 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, and to the extent such proceeds are insufficient, LANDLORD will notify TENANT and shall have the option of accepting the leased premises as partially restored with an offset on rent equal to the reduction in value of the leased premises or to terminate this Lease.

19. DEFAULT AND BANKRUPTCY

In the event that:
(a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof (provided written notice of a payment default shall not be required to be given by LANDLORD more than twice in any single lease year); or (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or such additional time as is reasonably required to correct any such default, provided Tenant has commenced cure and diligently pursues same; or (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 a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any 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 the 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, provided, however, upon such payment to LANDLORD, LANDLORD agrees to pay to TENANT as collected any net rent it may thereafter receive from re-letting the premises, after payment of any fit-up costs, leasing commission or free rent. 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

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding. Notwithstanding the foregoing or anything in this Lease to the contrary, in the event LANDLORD elects to retake possession of the leased premises or terminates this Lease during the first two years of the Lease, LANDLORD'S damages shall be limited to two months' base rent plus two months additional rent.

20. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the TENANT by registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at TENANT 'S address set forth in Article 1, or at such other address as TENANT may from time to time advise in writing. Any notice from TENANT to 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, 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, however excluding all trade fixtures and equipment, which may be removed by TENANT or its sublessees, if removed without damage to the building within which the leased premises are located, 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 the 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 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, 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

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

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 extension 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.

LANDLORD covenants and agrees that it shall deliver the leased premises to TENANT free from any Hazardous Materials and to the extent any such Hazardous Materials are discovered on the leased premises, LANDLORD shall cause same to be removed, remediated or otherwise made to comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials, at LANDLORD'S cost. During any period of time that the premises are not available for their intended purpose due to Hazardous Materials that are the obligation of LANDLORD to address, all Base Rent and Additional Rent shall abate until the premises is suitable for TENANT'S permitted use.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD'S partners, managers or owners, it being agreed that LANDLORD 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 TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD. Under no circumstances 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 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, provided Landlord has commenced cure and diligently pursues same, after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has 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 the LANDLORD for satisfaction of such claim. LANDLORD agrees to reimburse TENANT for all reasonable attorneys' and paralegals' fees incurred by TENANT in connection with a LANDLORD default.

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, successor 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.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

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 125% 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.

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, successor 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 the 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.

30. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises,

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

other than Brad Moll of NAI The Dunham Group ("TENANT'S BROKER"). TENANT agrees to pay TENANT'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against LANDLORD by TENANTS'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Thomas B. Dunham of NAI The Dunham Group ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. Nappi Distributors agrees to pay NAI The Dunham Group a commission upon execution of this Lease.

32. PURCHASE OPTIONS

LANDLORD and TENANT agree to enter into an Option to Purchase and Sale Contract under the following terms:

i. If TENANT exercises its option to purchase the leased premises within one year from rent commencement date, the purchase price will be $1,500,000. If TENANT exercises its option to purchase the leased premises during the second lease year, the purchase price will be $1,600,000.

ii. If the TENANT exercises its option to purchase the leased premises during the remainder of the term or any renewals thereof, the purchase price will be $1,700,000.

TENANT shall have no option to purchase after the fourth (4th) lease year.

TENANT shall exercise its option to purchase by providing LANDLORD written notice of its intention to purchase the leased premises and by payment of an earnest money deposit of Twenty Thousand Dollars ($20,000.00). Tenant shall have thirty (30) days from the date of such notice to complete its due diligence and thirty (30) days thereafter to complete the purchase. Seller shall reasonably cooperate with Tenant to complete the transaction and shall, upon request by Tenant, execute a mutually acceptable purchase and sale agreement in accordance with the terms contained in this Lease. Conveyance by LANDLORD shall be by Quitclaim Deed, subject to all matters of record and zoning and other land use laws. The rights under this Section 32 shall survive any transfer to Landlord's interest and shall be binding upon Landlord's successors and assigns.

32. OTHER PROVISIONS

It is also understood and agreed that:

TENANT shall have the right to terminate this Lease during the first two lease years by giving Landlord sixty (60) days written notice on or at any time prior to the expiration of the second lease year.

On the Commencement Date, TENANT shall establish an escrow account with the amount of $100,000. Said funds shall be utilized to pay the costs of any and all TENANT improvements, common area maintenance costs and real estate taxes. At the end of the first lease year, the escrow account shall be used to pay any liens on the leased premises and the remaining amount will be released to TENANT.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/12/16

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 27th day of August, 2015.

| TENANT: | LANDLORD: |
|---|---|
| 235 PRESUMPSCOT PARTNERS, LLC<br>Legal Name of Tenant | NAPPI DISTRIBUTORS<br>Legal Name of Landlord |
| BY<br>Signature | BY<br>Signature |
| Joseph Cooper, Manager<br>NAME/TITLE | Frank Nappi Jr President<br>NAME/TITLE |
| Witness to Tenant | Witness to Landlord |

S:\AKLT\TGL\NAPPI DISTRIBUTORS\COOPER LEASE\Commercial Lease 8-25-15.doc