**COMMERCIAL NET LEASE AGREEMENT**

COMMERCIAL NET LEASE made this December 15th, 2018 by and between

\_\_\_\_\_\_\_\_\_\_\_\_, a New York Limited Liability Corporation ("Landlord"), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_***,*** a New York Limited Liability Company ("Tenant"), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_

WITNESSETH:

1. PREMISES LEASED. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a space deemed to contain approximately 4,500 +/- square feet of improved and below-grade unimproved space, a front parking area, and a rear parking area ("Leased Premises"), located at \_\_\_\_\_\_\_\_\_\_\_\_, together with the right to the exclusive and non-exclusive use in common with others of public sidewalks.

2. TERM. The term of this Lease shall be for Ten (10) years, commencing on February 1, 2018.

3. BASE RENT.

(a) The Tenant shall pay the Landlord the following Base Rent payable in advance in equal monthly installments on the first day of each month without set-off or deduction. The base rent for each annual term will increase at 3% over the previous year in order to keep with rate of inflation over the time period of the lease.

Year One: Annually $67,500.00 or Monthly $5,625.00

Year Two: Annually $69,525.00 or Monthly $5,793.75 Rent Increase on 2/1/2020

Year Three: Annually $71,610.75 or Monthly $5,967.56 Rent Increase on 2/1/2021

Year Four: Annually $73,759.07 or Monthly $6,146.59 Rent Increase on 2/1/2022

Year Five: Annually $75,971.84 or Monthly $6,330.99 Rent Increase on 2/1/2023

Year Six: Annually $78,251.00 or Monthly $6,520.92 Rent Increase on 2/1/2024

Year Seven: Annually $80,598.53 or Monthly $6,716.54 Rent Increase on 2/1/2025

Year Eight: Annually $83,016.49 or Monthly $6,918.04 Rent Increase on 2/1/2026

Year Nine: Annually $85,506.98 or Monthly $7,125.58 Rent Increase on 2/1/2027

Year Ten: Annually $88,072.19 or Monthly $7,339.35 Rent Increase on 2/1/2028

(b) Occupancy Date and Move in Period: The Tenant will have the right to occupy the premises starting on February 1, 2019. The tenant will not pay base rent for the first 90 days (February 1, 2019 to April 30th, 2019), but will be responsible for paying all building taxes, Insurance, and maintenance charges during the “Move In Period”

(c) SECURITY DEPOSIT. Tenant has deposited with Landlord the sum of $10,000.00 which deposit will represent the security deposit due under this Lease. Said deposit will be returned to Tenant at the end of the lease term, provided the Leased Premises are left in good repair, "broom clean", and provided Tenant is not then in default of the Lease. Tenant shall not be entitled to interest on said Security Deposit. Tenant hereby agrees not to look to the mortgagee, as mortgagee, mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the Landlord hereinunder, unless said sums have actually been received by said mortgagee as security for the Tenant's performance of this Lease. In the event any amounts due under this Lease are deducted from the Security Deposit, Tenant shall, upon five (5) days written notice, replenish the full amount of the Security Deposit.

4. OPTION TO RENEW. Provided Tenant is not in default, Tenant shall have one (1) option to renew for a term of five (5) years under all the same terms and conditions of the existing Lease, with the base rent for year eleven starting at $90,714 and increasing 3% per annum for the next four years. The Option to Renew shall be exercised if Tenant notifies Landlord, in writing, no less than nine (9) months prior to the end of the then current Term (MAY 1, 2028). In order to avoid inadvertent failure of Tenant to exercise the option term, if Tenant has not provided written notice of exercise by the time provided in the main body of the Lease, Tenant’s renewal right shall nonetheless continue for ten (10) days after the date of Tenant’s receipt from Landlord of written notice that Landlord has not received Tenant’s exercise notice, and if Tenant does not exercise within said ten (10) days, Tenant shall thereafter have no further right to renew.

5. REAL ESTATE TAXES. Tenant shall pay when due 100% (one hundred percent) of all real estate taxes, betterments, and assessments of every kind and description assessed or levied against the property and improvements. This includes Storm Water Fees and other taxes levied by the City of Portland, including personal property taxes. Any amounts which are payable to the Landlord pursuant to the provisions of this paragraph shall, at the option of the Landlord, be payable in estimated monthly amounts, or payable no less than thirty days prior to when such payments are due. Upon expiration of the term or earlier termination of this Lease, Tenant shall pay all amount of real estate taxes, personal property taxes, storm water fees and any other assessment or levy against the property and improvements through the date of the termination of the Lease and provide evidence of same to Landlord, and if this is not done, Landlord shall have the ability to deduct all such amounts from the Security Deposit.

6. OPERATING EXPENSES: Tenant shall pay 100% of Tenant’s share of operating expenses incurred during the term of this lease without limitation. Operating expenses are defined for the purposes of this lease as non-capital operating expenses: (a) all costs of maintaining the building including operation, repair, and replacement of the heating and air conditioning equipment**,** non-capital roof repairs, and all other repairs, improvements and replacements required by law, regulation, or code, or necessary to keep the building in a well-maintained condition (b) all costs of snow and ice removal, landscaping, sidewalk, pavement, and grounds care. (c) all other costs relating directly to the ownership, operation, and maintenance of the building by the Landlord.

Said costs and expenses shall not include costs for (i) repairs and maintenance paid by proceeds of insurance or by Tenant or other third parties; (ii) interest, amortization or other payments on loans to Landlord, (iii) depreciation; (iv) renovating or otherwise improving space for other occupants of the building; (v) income taxes; (vi) repairing or restoring the building if damaged or destroyed by fire or other casualty caused by the Landlord’s gross negligence or intentional conduct and (ix) remediation or clean-up of hazardous materials, if not caused by Tenant, its suppliers, contractors, or products.

7. PARKING. Landlord agrees that Tenant may during the term, have the exclusive right to use and control the parking areas available for the parking of motor vehicles of Tenant, its officers, agents, suppliers, employees, and customers while doing business at the building. If the Tenant uses the parking area or ground of the building for seating, catering, or third-party vendors (e.g. Food Trucks), the Tenant shall obtain all necessary approvals at its own expense, and obtain insurance listing the Landlord as a Named Insured.

8. LATE CHARGES. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the lease premises. Accordingly, if any installment of rent or such amount due from Tenant shall not be received by Landlord within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event the late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision of this Lease to the contrary. Notwithstanding anything herein to the contrary, said late charges shall be automatically deducted from the security deposit.

9. UTILITIES. Tenant shall pay 100% of all charges for utilities, including without limitation, natural gas, water and sewer, electricity, lights, heat, cooling, power, cable, and telephone, or other services used, rendered or supplied upon or in connection with the Leased Premises.

10. USE OF LEASED PREMISES. It is understood and agreed by Tenant that the Leased Premises shall be used and occupied by Tenant for the purpose of a Restaurant in accordance and compliance with all local codes, regulations, ordinances, and laws (the “Permitted Use”). Landlord represents that it has received no notice of any violation of the law, rule, ordinance or regulation as of the date of this Lease relating to the Leased Premises, however, Landlord makes no representations about the ability of Tenant to operate the Leased Premises for the permitted use, which determination shall be the sole obligation of Tenant.

11. MAINTENANCE AND REPAIR. Tenant shall at all times maintain the Leased Premises in the same order and repair as they are in at the commencement of the payment of base rent or opening of Tenant’s business, whichever is later, reasonable use and wear and damage by fire or other casualty only excepted; shall keep all fixtures and equipment in the Leased Premises, including without limitation all doors, plate glass or other glass, heating, plumbing, sewer drain lines and associated equipment, fire sprinklers, electrical and mechanical fixtures and equipment in the same operating condition as they are in at the commencement of payment of base rent or opening of Tenant’s business, whichever is later, reasonable use and wear and damage by fire or casualty only expected; and Tenant agrees to make all repairs and do all other work necessary for the foregoing purposes at its sole cost and expense. In the event Landlord supplies any of such services to Tenant, Tenant shall reimburse Landlord for the cost. Landlord represents that at the time of this Lease, the systems serving the premises are in good working order, but makes no representation as to the sufficiency of the systems to service Tenant’s permitted use. Tenant shall not be responsible for any repairs caused by the Landlord’s gross negligence or intentional conduct.

At the expiration of the term, Tenant shall surrender the Leased Premises to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. Tenant shall remove all its trade fixtures, and any alterations or improvements, except as provided in Paragraph 12 below, before surrendering the Leased Premises and shall repair any damage to the Leased Premises caused by such removal. Except as specifically set forth herein, Landlord shall have no obligation in any manner whatsoever to repair and maintain the Leased Premise, the equipment therein, whether structural or nonstructural, such obligations being specifically assumed by Tenant in accordance with the terms of this Paragraph 11. Tenant shall be responsible for its Leased Premises janitorial and waste removal.

12. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS. (a) Tenant shall not make or cause to be made any alterations, additions or improvements, erect any sign(s) or make any changes to the Leased Premises, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Tenant shall promptly remove any liens or encumbrances against the Leased Premises, which may arise as a result of such alterations, additions, or improvements. Exterior signage to be in accordance and compliance with all municipal codes, regulations, and laws at Tenant’s sole cost and expense. Tenant shall obtain and, upon request, provide Landlord with a copy of such permits.

(b) At the expiration or earlier termination of this Lease, all alterations, modifications, or improvements upon the Premises made by Tenant, including, decorations, signs, awnings, canopies, sprinklers, heating, ventilating and air conditioning equipment, lighting fixtures, telephone equipment and telephone and data wiring, plumbing equipment and the like, absent any agreement between Landlord and Tenant to the contrary at the time of the installation or unless Landlord directs Tenant to remove said alterations, modifications, or improvements, shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as part thereof at the end of the Lease term. In the event Landlord shall notify Tenant to remove any or all of the signs, awnings and replace said awning(s) with a blank awning panel(s), alterations, modifications, or improvements made by Tenant, Tenant shall do so and shall promptly restore the Leased Premises as provided in Paragraph 11 above, and if same is not completed as required, Landlord may deduct same from the Security Deposit.

13. INSURANCE. (a) Landlord shall maintain a policy of fire and extended coverage insurance on the Leased Premises in such amounts and with such companies as shall from time to time be satisfactory to Landlord. Such policy and coverages shall be commercially reasonable. Tenant shall reimburse Landlord for 100% of the cost of such insurance upon invoice by Landlord.

(b) Tenant shall maintain a policy of commercial general liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to Landlord, but in no event having a combined single limit of less than Two Million Five Hundred Dollars ($2,500,000.00). Tenant will provide Landlord with annual certificates of insurance evidencing such coverage, and Landlord may review and increase such amount every five (5) years during the term, as same may be extended, to commercially reasonable amounts for similarly situated businesses in Portland, Maine.

(c) In addition to the insurance required under subparagraphs (a) and (b) of this Paragraph 13, Tenant shall maintain insurance against such other hazards as Landlord may from time to time reasonably require.

14. INDEMNIFICATION. (a) Tenant hereby agrees to indemnify and hold Landlord personally harmless from and against any and all claims for injury to persons or damage to property in or about the Leased Premises or arising in any way from the use or condition of the Leased Premises, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, unless such claim or damage is solely due to the gross negligence or intentional conduct of Landlord or Landlord’s agents.

(b) Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the premises which is prohibited by any federal, state or local statutes, ordinances or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities, testing or cleanup costs arising out of Tenant's use, handling storage or disposal of any such hazardous or toxic wastes or substances on the Leased Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof, or any interest in the ownership of Tenant, without Landlord's prior written consent. If the Tenant desires to sublease the Leased Premises and Tenant has obtained Landlord's written consent, it is agreed that (a) Tenant shall obtain a rental rate that is equal to the greater of then fair market rent for the space or the then base rent on a per square foot basis and (b) Any excess of rent or other charges payable to Tenant pursuant to such assignment or subletting over the amount of rent owed by Tenant pursuant to this Lease shall be payable by Tenant to Landlord immediately upon receipt by Tenant. Any such assignment or subletting shall not release Tenant from its obligation under this Lease. In addition, Landlord shall have the right but not the obligation to recapture the Leased Premises and terminate the Lease in the event Tenant decides to sublet or assign the Lease to a third party. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; and (d) the transfer or sale of any shares or interest in the Tenant. Any transfer of an interest in the ownership of the Tenant, if approved by Landlord, shall require the personal guaranty of the new Shareholder and no release of any exiting shareholder shall be required by Landlord. Landlord will review any application for assignment by Tenant on the basis of the capitalization, skill level and experience of the proposed assignee, but approval or rejection shall be at Landlord’s sole discretion.

16. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY. In the event that the Leased Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Leased Premises are thereby rendered wholly or partially un-tenantable, then Landlord may terminate this Lease upon written notice to the Tenant and the rent shall be prorated as of the date of such termination. All insurance proceeds payable as a result of such damage or destruction to and all Eminent Domain proceeds awarded by virtue of a taking of the Leased Premises shall be the sole property of the Landlord. If Landlord does not so elect, then there shall be an appropriate abatement of rent, and Landlord shall have a reasonable period of time, not to exceed one hundred and twenty (120) days from the date of such casualty in which to restore the Premises. Landlord’s obligation to restore the Leased Premises shall be limited to the amount of proceeds received from insurance policies or eminent domain awards.

17. TENANT’S PROPERTY. All merchandise, furniture, fixtures, effects and property of every kind, nature or description of Tenant and of all persons claiming through or under Tenant which may be in the Leased Premises during the term or any occupancy by Tenant thereof, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft or from any other cause, no part of said loss or damage is to be borne by Landlord. In the event any property remains at the Leased Premises at the expiration or earlier termination of this Lease, all such property shall become the sole property of Landlord without the need for additional action or notice by Landlord. This provision shall not be deemed to relieve Tenant of any responsibility to deliver the Leased Premises in the condition required by this Lease or to remove any such items required by the terms of this Lease.

18. DEFAULT. (a) If Tenant shall neglect or fail to make any rental payment when due, without the need for additional notice by Landlord, or if Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Tenant's covenant's, agreements or obligations within thirty (30) days after date of notice of such default by Landlord, or if the Tenant, having commenced to cure a default within the thirty (30) day period but said default could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, which cure period shall not exceed sixty (60) days, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if 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 if Tenant commits any act of bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within thirty (30) days from the date upon which it is filed, then, and in any of said cases (notwithstanding any license or 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 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. Tenant shall reimburse Landlord all reasonable attorney fees incurred by Landlord as a result of a default by Tenant. 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. In the event the Landlord shall employ an attorney to protect the Landlord’s rights in bankruptcy including, but not limited to, exercising and advocating rights under Section 365 of the Bankruptcy Code, proposing a plan of reorganization, objecting to competing plans, and filing motions for relief from stay, the Tenant shall be liable for reasonable attorneys’ fees and expenses.

(b) If Tenant shall default in the performance or observance of any covenant, agreement, or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure any such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for accounting of Tenant; any amount paid or any liability incurred by Landlord in so doing, including all reasonable attorney’s fees, shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to immediately reimburse Landlord therefor, as additional rent, or save Landlord harmless therefrom.

(c) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable period of time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the building whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within 30-day period and thereafter diligently prosecutes the same to completion. Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord; it being agreed that Landlord and its members, shareholders, directors and/or partners are not personally liable for any such judgment. In no event shall Landlord or its partners be liable to Tenant for incidental, consequential, or punitive damages, including, without limitation, loss of profits and Tenant shall and hereby does release Landlord and its partners of and from any and all liability for such damages.

(d) Notwithstanding anything in this Lease to the contrary, Tenant, for itself and its heirs, successors and assigns hereby knowingly, willingly, and voluntarily waives any and all rights such party may have to a trial by jury in any Forcible Entry and Detainer (FED) action or proceeding brought by the Landlord, or Landlord's successor and/or assigns based upon, or related to, the provisions of this Lease. Landlord and Tenant hereby agree that any such FED action or any other proceeding shall be heard before a single judge of the Maine District Court or a single justice of the Maine Superior Court, or a Federal District Court Judge sitting in the District of Maine and that this Lease shall be interpreted and governed by the laws of the State of Maine.

19. ESTOPPEL CERTIFICATE. (a) Tenant shall at any time upon ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the property. At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance; or such failure may be considered by Landlord as a default by Tenant under this Lease.

(b) If Landlord desires to finance, refinance, or sell the property, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past two (2) years financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

20. SUBORDINATION. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease made subordinate to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed subordinate to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof. Tenant agrees to execute any documents required to effectuate an attornment, a subordination or to make this Lease subordinate to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Paragraph.

21. LANDLORD'S ACCESS. Landlord and Landlord's agents shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Leased Premises as Landlord may deem necessary or desirable. Landlord may at any time during the last three hundred and sixty-five (365) days of the term hereof place on or about the Leased Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

22. NOTICES. Whenever by the terms of this Lease notice, demand, or other communication shall be required, it may be given by hand either to Landlord or to Tenant, the same shall be in writing and shall be sent by certified mail, postage prepaid or by overnight carrier: if intended for Landlord, addressed to it at the address set forth on the first page of this Lease, (or to such other addresses as may from time to time hereafter be designated by Landlord in writing by like notice); if intended for Tenant, addressed to it at the address set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant in writing by like notice). Said notice shall be effective upon receipt or refusal, but in no event more than three business days after mailing if sent by certified mail or on business day if sent by overnight carrier.

After receiving written notice from any person, firm, or other entity, stating that it holds a mortgage on the Leased Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notices as are required to be given to Landlord under the terms of this Lease, but such notices may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the building.

All notices shall be deemed effective when handed to the relevant party and/or mailed.

23. LICENSES AND PERMITS. Tenant shall obtain all licenses and permits including a Certificate of Occupancy, required by any governmental or regulatory authority as a result of Tenant's use of the Leased Premises and will keep the Leased Premises equipped with all safety appliances and equipment required by such use. Tenant shall maintain the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Maine and ordinances of the City of Portland, Maine, and in accordance with all directions, rules, regulations of the Fire Marshal, Building Inspector, Code Enforcement, and other proper officers of the governmental agencies having jurisdiction over the Leased Premises.

24. 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 (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the 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 Lease Premises at the termination of this Lease.

25. ATTORNEYS FEES. In the event either party pursues the enforcement of any provision of the Lease, or in the event of a dispute between Landlord and Tenant arising out of the Lease, the prevailing party shall be entitled to recover from the losing party only half the total amount of all reasonable attorneys’ fees, court costs or other expenses related thereto, if a deciding judge, arbiter, or other appointed decision maker, makes a determination that one of the parties has acted in bad faith.

26. REAL ESTATE BROKERAGE: The Tenant warrants and represents to Landlord that it has not dealt with any broker, finder, or similar person concerning the leasing of the premises other than \_\_\_\_\_\_\_\_\_\_\_\_ (Tenant’s Broker) and that no commissions or other fees are owed to such person by the Landlord. Landlord warrants and represents to Tenant that it has not dealt with any broker, finder, or similar person concerning the leasing of the premises other than \_\_\_\_\_\_\_\_\_\_\_\_ Brokerage. The Landlord agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_ (Landlord’s Broker) a leasing commission due upon the signing of the lease, based on a written listing agreement. Neither broker shall disclose the specific terms of this lease without written permission of both parties, except the reporting of general lease terms.

27. MISCELLANEOUS. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. In the event of any transfer of Landlord's interest in the Leased Premises, the Landlord or any subsequent transferor shall cease to be liable and shall be released from the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Landlord and Tenant agree that this Lease shall not be recordable but each party hereto agrees, on the request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties.

28. ADA Provision: Tenant shall at its own expense comply with the Americans with Disabilities Act of 1990 (“ADA”) and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the activities conducted by the Tenant on the premises with the ADA. Any alterations to the premises made by the Tenant for the purposes of complying to the ADA, or which otherwise requires compliance with the ADA, shall be done in accordance with this lease; provided that the Landlord’s consent to such alterations shall not constitute Landlord’s acceptance, either in whole or in part, of Tenant’s responsibility to comply with the ADA, or representation by Landlord that such alterations comply with the provisions of the ADA.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH: LANDLORD:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_

WITNESS: Name:

TENANT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_

WITNESS: