

## COMMERCIAL LEASE

This Commercial Lease (“**Lease**”), dated as of the 13th day of November, 2023 (“**Effective Date**”), is made by and between **THE ANTONIA SOTIROPOULOS REVOCABLE TRUST**, a trust with a mailing address of 44 Stapleford Drive, Falmouth, Maine 04105 (“**Landlord**”), and **TLC BAKING, LLC, d/b/a Bam Bam Bakery**, a Maine limited liability company with a mailing address of 149 Gray Road, Falmouth, Maine 04105 (“**Tenant**”). Landlord and Tenant are also sometimes referred to herein, collectively, as the “**Parties**,” or individually as a “**Party**.”

### 1. Demise.

**1.1 Demise.** In consideration of the payment of the Rent (defined below), the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the Leased Premises known as 125 Bucknam Road, Falmouth Cumberland County, Maine (the “**Leased Premises**”), which Leased Premises shall be a portion of the property more particularly described in the Exhibit A attached hereto, including the parking lots (the “**Commercial Property**”). The approximate size and location of the Leased Premises are shown on the site plan attached hereto as Exhibit B, excluding (i) the residential apartment and such portions of the Commercial Property containing property utilized by such residential apartment and (ii) the Outdoor Area designated as “Not Included,” (collectively, the “**Apartment**”) together with any reasonable means of access to the Apartment required by Landlord or its tenants and/or guests, provided that such means of access does not interfere with Tenant’s use and enjoyment of the Leased Premises. The parties acknowledge and agree that such Exhibit B is intended only to show the approximate location of the Leased Premises within the Commercial Property, and not to constitute an agreement, representation or warranty as to the construction or precise area of the Leased Premises or as to the specific location or elements of the access ways of or to the Leased Premises or the Commercial Property.

**1.2 Floor Area.** As used in this Lease, “**Floor Area**” means all areas designated by the Landlord for the exclusive use of a tenant, as measured from the exterior surface of exterior walls and from the center of interior demising walls, and includes restrooms, mezzanines, warehouse or storage areas, clerical or office areas and employee areas and break rooms. Landlord and Tenant agree for all purposes hereunder that the Floor Area of the Leased Premises is deemed to be one thousand nine hundred sixty one (1,961) square feet.

**1.3 Tenant’s Share.** Landlord and Tenant agree that the “**Tenant’s Share**” shall equal seventy-four and 50/100ths percent (74.5%) which fraction equals the Floor Area of the Leased Premises divided by the total floor area of the Commercial Property. Notwithstanding anything to the contrary herein, if at any time during the Term the Floor Area of the Leased Premises and/or the Commercial Property increases or decreases due to an actual permanent physical change in the Leased Premises and/or the Commercial Property permitted by the terms of this Lease, and not due to the use of a different method of calculating floor area,

Tenant's Share shall be recalculated to equal the actual Floor Area of the Leased Premises divided by the actual total Floor Area of the Commercial Property.

**1.4 Quiet Enjoyment.** Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Leased Premises for the Term, subject to all terms of this Lease.

**1.5 Net Lease.** This Lease is intended to be a "net lease" and Tenant shall have sole responsibility for all aspects of the care, maintenance, management, operation, control, use and occupancy of the Leased Premises. Tenant shall be liable for and shall bear all of the costs and expenses of the ownership, operation, and maintenance of Leased Premises, including, but not limited to maintenance and repair of the Leased Premises, accounting fees relating to the Leased Premises, insurance, water and sewer, parking lot maintenance and repairs, and ground maintenance. Except as may otherwise be specifically set forth in this Lease, Tenant shall not be entitled to any abatement, reduction, setoff, counterclaim, defense or deduction with respect to any Fixed Rent, additional rent or other sum, charge, cost, expense, payment or deposit payable by Tenant hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of, without limitation, by any of the following: (i) any damage or destruction of the Leased Premises or any part thereof unless caused by Landlord, (ii) any taking of the Leased Premises or any part thereof by condemnation or otherwise (except as otherwise set forth herein); (iii) except as otherwise provided herein, any prohibition, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Leased Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any party other than Landlord, or any party claiming by, through or under Landlord; (iv) any default by Landlord under this Lease or under any other agreement; (v) the impossibility or illegality of performance by Landlord, Tenant or both; or (vi) any action of any governmental authority.

**1.6 Furniture, Fixtures and Equipment.** The following items are owned by Landlord but shall remain on the Leased Premises for Tenant's use during the Term (the "FF&E"). Tenant agrees to professionally maintain the FF&E and return the same at the end of the Term, as the same may be renewed as provided herein, in the same or better condition as of the Effective Date, with normal wear and tear excepted:

- Two (2) Blodgett pizza ovens;
- Six (6) freestanding tall food storage trays;
- Four (4) prep area short floor Omean coolers;
- One (1) two burner Ultra Max gas top stove;
- One (1) dough machine;
- One (1) ice cream cooler;
- Two (2) stand up coolers;
- One (1) slicing machine;
- Free standing shelving units;

Toast point-of-sale- system;  
Cooking trays;  
Buckets;  
Utensils;  
Pans;  
One (1) Hobart slicer;  
One (1) dishwasher;  
One (1) ice maker;  
One (1) Red Bull refrigerator;  
One (1) Visaurais rotisserie oven;  
Two (2) Brecknell food scales;  
One (1) Somerset food slicer;  
Four (4) flour and grain storage containers;  
Kitchen hood system;  
Walk-in fridge and walk-in freezer;  
Fryolater; and  
Security cameras.

In addition to the FF&E, Tenant may, from time to time, bring into, and use in, the Leased Premises other furniture, machinery and equipment that does not belong to Landlord (the "Tenant FF&E"). Tenant shall mark the Tenant FF&E so as to distinguish it from the FF&E and Tenant shall remove the Tenant FF&E from the Leased Premises at the expiration of the Term.

## **2. Term.**

**2.1 Lease Term.** The Term of this Lease ("**Term**") shall be the five (5) year period that commences on the Commencement Date and expires on the Expiration Date. Tenant shall have two (2) consecutive options to renew the Term, each a three (3) year renewal period (each a "Renewal Term") by giving written notice (the "Renewal Notice") to Landlord at least six (6) months prior to the Expiration Date; provided, however, that such notice shall not be effective if (i) Tenant shall be in default (beyond any applicable notice, grace, or cure period) under any of the terms, covenants or conditions of this Lease on Tenant's part to observe or perform either on the date of the giving of the Renewal Notice or on the Renewal Term Commencement Date (as hereinafter defined), or (ii) Tenant herein named shall have assigned this Lease, or subleased all or any part of the Premises, unless (A) such assignment, sublet, or transfer is permitted pursuant to the terms and conditions of this Lease or (B) such sublease, transfer, or assignment provided for the exercising of the renewal and Landlord approved such sublease, transfer, or assignment in writing. If Tenant fails to timely deliver the Renewal Notice to Landlord, the Lease will automatically terminate at the end of the then current term. Upon the giving of such notice, this Lease shall thereupon be deemed renewed for the Renewal Term with the same force and effect as

if the Renewal Term had originally been included in the term of this Lease. The Renewal Term shall commence (the “Renewal Term Commencement Date”) on the day after the Expiration Date and shall terminate on the third (3<sup>rd</sup>) anniversary of the Renewal Term Commencement Date. Time is of the essence with respect to the giving of the Renewal Notice. In the event Tenant exercises its option to renew as set forth herein, the Expiration Date shall thereafter be defined as the date which is three (3) years after the Renewal Term Commencement Date.

(a) All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that the Fixed Rent for the Renewal Term shall be in an amount equal to the amount set forth in Section 3.1(c) hereof. Any termination, cancellation or surrender of the entire interest of Tenant under this Lease at any time during the Term hereof shall terminate any right of renewal of Tenant hereunder.

(b) Except as expressly provided to the contrary in this Lease, (i) the parties intend that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease; and (ii) each provision hereof shall be separate and independent and the breach of any such provision by either party shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by them hereunder.

**2.2 Commencement Date.** The “**Commencement Date**” shall be the earlier of (a) the first day that Tenant begins operating its business on the Leased Premises or (b) sixty (60) days from the date of this Lease. Tenant shall pay Landlord on a prorated basis for Fixed and Additional Rent (as defined below) for the month in which the Commencement Date occurs.

(a) It is the responsibility of Tenant to determine all zoning information and secure all required permits and approvals for its proposed use of the Leased Premises. Tenant acknowledges and agrees that Landlord has made no representations or warranties as to the suitability of, or ability to obtain regulatory approval for Tenant’s intended use of the Leased Premises. Tenant shall seek all approvals from the Town of Falmouth which may be necessary to enable Tenant to conduct the Permitted Uses from the Leased Premises as soon as possible following execution of this Lease, and shall have sixty (60) days to obtain such approvals. If Tenant cannot obtain such approvals in said timeframe, either Landlord or Tenant may terminate this Lease.

**2.3 Rent Commencement Date.** The “**Rent Commencement Date**” shall be the same day as the Commencement Date.

**2.4 Lease Year.** As used in this Lease, “**Lease Year**” shall mean: (a) the initial Lease Year shall be the period that commences on the Commencement Date and that ends on the first anniversary of the Commencement Date; and (b) thereafter, each Lease Year shall be a period of twelve calendar months that commences on the anniversary of the Commencement Date and that ends on the day immediately preceding the next anniversary of the Commencement Date.

**2.5 Expiration Date.** The “**Expiration Date**” shall be the last day of the calendar month in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date occurs unless a Renewal Notice is timely given pursuant to Section 2.1 above. Landlord and Tenant shall each execute, if requested by Landlord, a memorandum, in form and substance acceptable to Landlord, confirming the Commencement Date, Rent Commencement Date, and the Expiration Date once the same are known.

**3. Rent.** Tenant hereby agrees to pay Fixed Rent and Additional Rent (as such terms are defined below and collectively referred to herein as “**Rent**”) for the right of use and occupancy of the Leased Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made by automatic electronic funds transfer (including but not limited to ACH) on the first day of each month to an account provided in writing to Tenant by Landlord.

**3.1 Fixed Rent.**

(a) Commencing on the Rent Commencement Date until the second (2<sup>nd</sup>) anniversary thereof, Tenant shall pay Fixed Rent to Landlord Sixty Thousand Dollars (\$60,000.00) per year, payable in equal monthly installments of Five Thousand Dollars (\$5,000.00) per month (“**Lease Year 1-2**”).

(b) From the second (2<sup>nd</sup>) anniversary of the Rent Commencement Date until the fifth (5<sup>th</sup>) anniversary thereof, Tenant shall pay minimum rent to Landlord at a rate equal to two and one-half percent (2.5%) times the Fixed Rent for the prior Lease Year, payable in equal monthly installments (“**Lease Year 2-5**”).

(c) If Tenant exercises its option(s) to extend the Term pursuant to Section 2.1 herein, from the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date until the eighth (8<sup>th</sup>) anniversary or the eleventh (11<sup>th</sup>) anniversary thereof, as applicable, Fixed Rent shall equal the fair market value, as negotiated in good faith by the parties. If Landlord and Tenant are unable to reach agreement within sixty (60) days on the amount of Fixed Rent for a Renewal Term, each party shall appoint a competent, disinterested MAI appraiser experienced in appraising rental values for comparable properties in the Falmouth, Maine metropolitan area, who shall attempt to determine the fair market value for Base Rent.

If the two appraisers are unable to agree upon the fair market value for Fixed Rent within thirty (30) days, the two appraisals will be averaged. Such average will be used as the fair market value for Fixed Rent for the second Renewal Term.

(d) All Fixed Rent shall be payable in monthly installments in advance, on the first (1<sup>st</sup>) day of each calendar month included within the Term of this Lease. Fixed Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a *per diem* basis.

(e) In accordance with the foregoing, Fixed Rent shall be payable as shown on the following chart:

Time Period	Annual Base Rent	Monthly Base Rent
Lease Year 1-2	\$60,000	\$5,000
Lease Year 3	\$61,500	\$5,125
Lease Year 4	\$63,037.50	\$5,253.16
Lease Year 5	\$64,613.44	\$5,384.45
Option Term(s)	FMV	FMV

### 3.2 Tax and Insurance Payments.

(a) Commencing on the Commencement Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord Tenant's Share of the Real Estate Taxes assessed against the Commercial Property and the cost of Landlord's insurance required by this Lease. As used herein, the term "**Real Estate Taxes**" shall mean all taxes, assessments and special assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, municipal, school, county, open space taxes and business improvement and special improvement district assessments, levied, assessed, or imposed at any time by any taxing authority upon or against the Commercial Property and/or any part thereof, and any rights or interests appurtenant thereto (hereinafter collectively referred to as the "**Taxable Property**"). Should any alteration or improvement performed by or for Tenant during the Term be the sole cause an increase in one or more real property tax assessments, Tenant shall pay to Landlord the full cost of all real property taxes resulting from such increase in assessment. Any amount paid separately under this Lease by Tenant to Landlord shall be in addition to any amounts paid by Tenant pursuant to Section 3.2(b). If, due to a future change in the method of taxation or in the taxing authority, a franchise, license, income, transit, profit, or other tax, fee, or governmental imposition, however designated, shall be levied, assessed, or imposed against Landlord, the Taxable Property (or any part thereof) or the rent or profit therefrom in lieu of, in addition to, or as a substitute for, all or any part of the Real Estate Taxes, then such franchise, license, income, transit, profit, or other tax, fee, or governmental imposition shall be deemed to be included within the definition of Real Estate Taxes for the purposes hereof. Real Estate Taxes shall be determined without reference to any abatement or exemption from or credit against Real Estate Taxes applicable to all or part of the Taxable Property.

(b) Tenant shall make payments with respect to Real Estate Taxes and insurance monthly in advance at the same time as the payment of the Fixed Rent. The monthly Real Estate Tax and insurance payment shall be in an amount reasonably estimated by Landlord. When the actual amount of the Real Estate Taxes and insurance for the Commercial Property for each Lease Year is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Real Estate Taxes and insurance for that Lease Year. If additional monies are needed from Tenant or owed to Tenant based upon changes in the Real Estate

Taxes and/or insurance, Landlord shall notify Tenant if additional monies are owed to Landlord, and Tenant shall pay any additional monies due within ten (10) calendar days after Landlord notifies Tenant of a deficiency.

### **3.3 Reserved.**

**3.4 Utilities.** Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all gas, sewer (including any cost associated with hooking up to municipal sewer service in the future), heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Leased Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate governmental authorities to provide such services to the Leased Premises. If any utility services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord, of all charges jointly metered.

**3.5 Additional Rent.** "Additional Rent" shall mean and be deemed to include all amounts other than Fixed Rent payable by Tenant to Landlord under this Lease, including, without limitation, payments with respect to Real Estate Taxes, payments with respect to late fees, overtime or excess service charges, insufficient fund charges for returned checks, damages, and interest, and other costs related to Tenant's failure to perform any of its obligations under this Lease, including court costs attorneys' fees, and other costs and expenses incurred because of the Tenant's Default.

**3.6 Late Fee.** If Tenant fails to pay within five (5) calendar days when due any installment of Rent, Tenant covenants and agrees to pay to Landlord a late payment fee in an amount equal to five percent (5%) of such installment. In addition, all Rent and other payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of twelve percent (12%) *per annum*. The right of Landlord to charge a late charge and interest with respect to past due installments of Rent is in addition to Landlord's rights and remedies upon a Tenant's Default.

## **4. Condition of the Leased Premises.**

**4.1 No Representations.** Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Leased Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Leased Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Leased Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Leased Premises for Tenant's intended use; (d) Tenant has been advised to satisfy itself regarding the Leased Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits

and zoning, the requirements of any applicable fire insurance underwriter or rating bureau, and any covenants, restrictions or other matters of record relating to the Tenant, the Leased Premises or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Leased Premises, that as of the Commencement Date: (e) Tenant has been given access to the Leased Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Leased Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Leased Premises other than as expressly set forth in this Lease.

**4.2 Tenant's Work.** Subject to Landlord's completion of Landlord's Work, Tenant shall accept the Leased Premises in its as-is condition. All work affecting the exterior appearance or structural components of the Leased Premises, shall be referred to herein as "**Tenant's Work**." All of Tenant's Work shall be completed by Tenant at its expense. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval (which approval shall not be unreasonably withheld, conditioned or delayed) of Tenant's plans and specifications affecting the exterior appearance or structural components of the Leased Premises which shall include penetration through any roof, floor, or exterior wall), shall deposit with Landlord certificates of insurance as required by this Lease, and shall comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable, good faith efforts to approve or reject Tenant's plans and specifications within thirty (30) calendar days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Leased Premises. Tenant agrees to file for permits required for the Tenant's Work within five (5) calendar days of such final Landlord approval of Tenant's plans, and to diligently pursue such permits. Landlord shall cooperate with Tenant in Tenant's pursuit of such permits.

**4.3 Landlord's Work.** Landlord shall complete any renovations necessary to ensure the Leased Premises is secured and separated from the Apartment in a configuration that is reasonably acceptable to the Tenant (the "Landlord's Work") prior to the Commencement Date. Without in any way limiting the generality of the foregoing, (a) Landlord shall create a separate access way to the Apartment from the Leased Premises in a location that does not interfere with Tenant's proposed use of the Leased Premises, and (b) both the tenant of the Apartment and the Tenant shall have access to the utility room that services both the Leased Premises and the Apartment. Landlord's Work herein shall not materially interfere with Tenant's business or prohibit Tenant from operating. Separation of spaces shall include a configuration that will allow the Apartment access to the utility room that services both the Leased Premises and the Apartment, and which Landlord shall have access to. All of Landlord's Work shall be completed at Landlord's sole cost and expense and shall be done in such manner and with such materials as are at least as good quality as the Leased Premises.



**4.4 Tenant's Signs.** Tenant shall be permitted to install signage on any pylons and on the façade of the building on the Commercial Property in accordance with applicable Laws. All signs must comply with all Laws, including, but not limited to, any applicable municipal and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, if instructed by Landlord, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs. Notwithstanding the foregoing, there shall be no material changes to the structure of the pylon sign without Landlord consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**4.5 Mechanic's Liens.** Tenant shall pay promptly when due all charges for labor and materials in connection with any work done on the Leased Premises by or for Tenant or anyone claiming under Tenant. Tenant shall remove, within ten (10) days after notice of lien from Landlord, all mechanic's, materialman's, laborer's, or construction liens for any of Tenant's Work, any remodel or alterations, or any other work performed or materials supplied by or on behalf of Tenant for the Leased Premises at any time during the Term ("**Liens**"), which Liens have been placed against Landlord's interest or the Commercial Property resulting from any act of Tenant or on Tenant's behalf or anyone claiming under Tenant. In the event Tenant fails to remove such Liens as provided herein, Landlord may remove such Liens and collect all expenses incurred from Tenant as Additional Rent.

## **5. Use.**

**5.1 Permitted Use.** Tenant shall use and occupy the Leased Premises solely as a retail business, market, restaurant and ancillary business activities for baked goods and other food products consistent with the business operations of Bam Bam Bakery and for no other business or purpose without the prior written consent of Landlord (the "**Permitted Use**").

### **5.2 Prohibited Uses.**

(a) Tenant shall not use or permit the use of the Leased Premises in a manner:

(i) That is unlawful (including, without limitation, any manner that is lawful under Maine law but unlawful under federal law);

(ii) That creates damage, waste, or a nuisance;

(iii) That emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or

(iv) That overloads the floors or impairs the structural soundness of the Leased Premises; provided, however, that the Landlord agrees that to Landlord's actual knowledge the FF&E does not overload the floors or impair the structural soundness of the Leased Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction on the Leased Premises without Landlord's prior written consent, Landlord shall not be

obligated to exercise any standard of reasonableness in determining whether to permit an auction.

**5.3 Tenant Operation.** Tenant covenants and agrees to operate its business on the Leased Premises diligently and continuously on normal business days throughout the Term, subject to temporary closures for renovations, repairs, and maintenance. Tenant will operate its business on the Leased Premises in a first-class and reputable manner. Tenant shall keep the Leased Premises well lighted and in a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may reasonably require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Leased Premises, or the walls or floors thereof, to be endangered by overloading.

**5.4 Rules and Regulations.** Tenant shall abide by and observe those rules and regulations generally applicable to all commercial tenants and reasonably established by Landlord for the Commercial Property from time to time that are determined by Landlord, in its reasonable discretion, to be necessary for the safety, security, care, and appearance of the Commercial Property or the preservation of good order therein, or for the operation and maintenance of the Commercial Property or equipment therein (collectively, the “**Rules and Regulations**”). A copy of the current Rules and Regulations for the Commercial Property is attached as Exhibit C.

## **6. Repairs and Maintenance.**

**6.1 Landlord's Obligations.** Subject to the remainder of this Section 6 and all provisions in this Lease relating to damage, destruction, or condemnation of the Leased Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, and keep in at least the same condition as of the Commencement Date (ordinary wear and tear excepted) the foundation, the roof, and exterior walls (excluding the interior surfaces of exterior walls, windows, window frames, and doors) of any building on the Commercial Property. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Leased Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that provided that Landlord is diligently pursuing such repairs in good faith, Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 23.

**6.2 Tenant's Obligations.** Subject to provisions in this Lease relating to damage, destruction or condemnation of the Leased Premises, Tenant shall, at Tenant's sole expense, keep the Leased Premises in good order, condition, and repair (whether or not the need for

such repair occurs as a result of Tenant's use, the elements, or the age of such portion of the Leased Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, skylights, the parking lot and any sidewalks, landscaping, and signs, located in, on, or adjacent to the Leased Premises. Tenant, in keeping the Leased Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Leased Premises in good order, condition, and state of repair. Subject to Landlord's maintenance obligations as set forth in Section 6.1 above, Tenant shall, during the Term of this Lease, keep the exterior appearance of the Leased Premises in the same condition as on the Commencement Date, including, when necessary, the exterior repair of the plate glass, doors and signage of the Leased Premises. Tenant is responsible for removal of snow and ice from the parking lot and any sidewalks adjacent to the Leased Premises.

**6.3 HVAC.** Landlord covenants and agrees that as of the Effective Date all of the components of the HVAC system which serves the Leased Premises (the "HVAC System") are in good working order and not in need of repair or replacement. Tenant shall, at Tenant's sole cost and expense, be responsible for routine repair and maintenance of the HVAC System. However, if Tenant fails to maintain the HVAC System as stated herein, Landlord reserves the right, on notice to Tenant, to procure and maintain the contract for the HVAC System, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent. Landlord shall be responsible for the replacement of any component of the HVAC System if the useful life of such component has ended and was not due by negligent acts of the Tenant.

**6.4 Landlord Remedy.** In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 6, Landlord may enter on the Leased Premises after ten (10) calendar days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Leased Premises in good order, condition, and repair, at Tenant's expense and Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

## **7. Security.**

**7.1 Security Deposit.** At the time of Tenant's execution of this Lease, Tenant shall deliver the sum of Ten Thousand Dollars (\$10,000.00) (the "Security Deposit") to Landlord as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. Provided Tenant is not then in default, at the end of Lease Year 3, Five Thousand Dollars (\$5,000.00) of the Security Deposit shall be returned to Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss

or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within ten (10) calendar days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the amount then required. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Leased Premises if the Leased Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit.

**7.2 Guaranty.** At the time of Tenant's execution of this Lease, Tenant shall deliver to Landlord, concurrently with this Lease, a guaranty substantially in the form attached hereto as Exhibit D (the "**Guaranty**") executed by Kristina L. Cromwell (the "**Guarantor**"), and properly acknowledged. Guarantor shall guarantee payment of Fixed Rent and Additional Rent due from Tenant to Landlord during the first three (3) Lease Years. Beginning on the fourth (4<sup>th</sup>) Lease Year, Guarantor shall guarantee payment of up to six (6) months unpaid Fixed Rent and Additional Rent payable by Tenant to Landlord through the end of the Term or any extensions thereof in accordance with the terms and conditions of the Guaranty.

## **8. Laws.**

**8.1 Tenant's Compliance.** Tenant shall, at Tenant's expense, comply with all Laws (as that term is defined in Section 4.1) relating to: (a) Tenant's occupancy of the Leased Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Leased Premises.

**8.2 Tenant's Permits.** Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such Authorities as shall be necessary for, or incidental to, the conduct of its business in the Leased Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

## **9. Hazardous Substances.**

**9.1 Tenant Restrictions.** Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Leased Premises or the Commercial Property, use in the Leased Premises or the Commercial Property or cause to be released from the Leased Premises or the Commercial Property any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning, maintenance and office products in accordance with their customary use, provided that Tenant complies with all applicable Hazardous Materials Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage or sewer system in excessive amounts. If Tenant breaches its obligations hereunder,

Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. “**Hazardous Substances**” mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Hazardous Materials Laws. “**Hazardous Materials Laws**” mean and include any and all present and future federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Leased Premises or the Commercial Property, or soil and ground water conditions, including, but not limited to: (i) the Resource Conservation Recovery and Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901, et seq.; (ii) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, codified in scattered sections of 26 U.S.C., 29 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. §§ 9601, et seq.; (iii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. (iv) the Safe Drinking Water Act, as amended, 21 U.S.C. §349, 42 U.S.C. §300f, et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601, et seq.; (vi) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101, et seq.; (vii) the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; (viii) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et seq.; (ix) the Maine Emergency Planning and Community Right to Know Law, 37-B M.R.S. § 791, et seq.; (x) Site Location of Development Act, 38 M.R.S. § 481, et seq.; (xi) the Natural Resources Protection Act, 38 M.R.S. §§ 480-A, et seq.; (xii) the Mandatory Shoreland Zoning Act, 38 M.R.S. § 435, et seq.; (xiii) the Maine Air Quality Control Laws, 38 M.R.S. § 581, et seq.; (xiv) the Maine Asbestos Control Laws, 38 M.R.S. § 1271, et seq.; (xv) the Maine Water Pollution Control Laws, 38 M.R.S. § 410, et seq.; (xvi) the Maine Oil Discharge Prevention and Pollution Control Law, 38 M.R.S. § 541; (xvii) the Maine Underground Oil Storage Facilities and Groundwater Protection Law, 38 M.R.S. § 5671, et seq.; (xviii) the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S. § 1301, et seq.; (xix) the Maine Hazardous Matter Law, 38 M.R.S. § 1317, et seq.; (xx) the Uncontrolled Hazardous Substance Sites Law, 38 M.R.S. § 1361, et seq. (xxi) the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq.; (xxii) the National Environmental Policy Act of 1969, 42 U.S.C. § 4321; (xxiii) any local, state or federal rules or regulations promulgated pursuant to items (i) through (xxii) and any similar local, state or federal laws, rules, ordinances or regulations either in existence as of the date hereof, or enacted or promulgated after the date of this Lease, including any amendments thereto.

**9.2 Disposal.** If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

**9.3 Indemnity.** Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, if any, its Mortgagee, if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities,

damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

## **10. Insurance.**

**10.1 Tenant's Insurance.** Tenant shall, at Tenant's expense, maintain at all times during the Term and at all times when Tenant is in possession of the Leased Premises the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) written by companies authorized to do business in the State of Maine in respect of the Leased Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One Million Dollars (\$1,000,000.00) naming as additional insured's Landlord and any other person with an insurable interest in the Leased Premises designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Commercial Property;

(b) Property insurance written by companies authorized to do business in the State of Maine in an amount equal to one hundred (100%) percent of full replacement value, covering Tenant's Work (including improvements and betterments, whether or not the improvements and betterments are restored), Tenant's property and the property of third parties located in the Leased Premises, against fire and other risks;

(c) Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Leased Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, Landlord will receive any proceeds from the Personal Property Insurance allocable to Tenant's leasehold improvements; and

(d) Such other insurance as Landlord may reasonably require.

**10.2 Certificates.** Tenant shall deliver to Landlord and each additional insured certificates, in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Section 4, before the commencement of any Tenant's Work),

and at least thirty (30) calendar days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and non-contributory (as shown on endorsement), issued by companies satisfactory to Landlord and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least thirty (30) calendar days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Leased Premises is on a "per location basis."

**10.3 Premium Increases.** Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies or increase the rates of insurance applicable to the Commercial Property. If, as the result of a Default, Tenant's occupancy of the Leased Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Commercial Property or Building increase, Tenant shall reimburse Landlord for one hundred (100%) percent of such increase in premium(s) attributable to the Leased Premises, within ten (10) calendar days after Tenant is billed therefor.

**10.4 Landlord's Insurance.** Landlord shall carry commercial general liability insurance on the Commercial Property providing combined single limit insurance coverage with limits of at least \$3,000,000.00 in the aggregate. This insurance may be provided under a so-called "blanket" policy covering other centers owned by or under Landlord's control. Landlord shall also keep the Commercial Property insured against loss or damage by fire or other casualty, with Special Form, All Risks of Physical Loss, in an amount equal to the full replacement cost of such improvements (exclusive of foundations and footings), and such other property related insurance for the Commercial Property together with endorsements insuring against such other risks as Landlord deems appropriate (including, but not limited to, earthquake, flood, boiler and machinery, plate glass, mold, windstorm, terrorism, seepage or leakage and loss of rent) and in such amounts, with such terms and with such insurers, all as Landlord deems appropriate in Landlord's sole discretion reasonably exercised, issued and binding on a reputable insurance company selected by Landlord qualified and licensed to do business in Maine, in amounts not less than full replacement value of all improvements above foundation walls or such greater amounts as Landlord shall deem advisable. Such insurance will not include coverage on any property or improvements installed by or belonging to Tenant.

**10.5 Subrogation Waiver.** Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees.

**10.6 Subtenants.** Any subtenant or other occupant of the Leased Premises shall be obligated to comply with the provisions of this Article.

## 11. Casualty.

**11.1 Loss by Casualty.** If the Leased Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Leased Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the “**Repair Period**”), and the election, if any, which Landlord has made according to this Section. Such notice will be given before the thirtieth (30<sup>th</sup>) calendar day after such casualty, and the date of such notice shall be referred to herein as the “**Notice Date.**” If there is damage to the Leased Premises as described in this Section 11, and if the Lease is not terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

**11.2 Minor Casualty.** If the Leased Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed two hundred-seventy (270) calendar days and Tenant is able to use the Leased Premises for the Permitted Uses, Landlord will diligently pursue the repair of damage to the Leased Premises (excluding alterations made by Tenant). In that event, this Lease shall continue in full force and effect, except that Fixed and Additional Rent shall be abated on a pro rata basis based on the portion of the Leased Premises that Tenant cannot use during the Repair Period.

**11.3 Major Casualty; End of Term.** If (a) the Leased Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds two hundred-seventy (270) calendar days and the Tenant is unable to use the Leased Premises for the Permitted Uses, or (b) the Leased Premises are damaged to any extent by any casualty and, on the Notice Date (hereinafter defined), the remainder of the Term is less than six (6) months (and Tenant fails to exercise, within thirty (30) calendar days following the Notice Date, any remaining option to extend the Term), then Landlord may, at Landlord's option, diligently pursue the repair of damage to the Leased Premises (excluding alterations made by Tenant). If Landlord elects to repair such damage during the Repair Period, Fixed Rent and Additional Rent will be abated on a pro rata basis during the Repair Period, to the extent that Tenant is deprived of use of only a portion of the Leased Premises during the Repair Period. If Landlord elects not to repair such damage during the Repair Period, or fails to substantially repair such damage during the Repair Period, then Landlord or Tenant shall have the right to terminate this Lease effective on the date of termination set forth in the notice, and Fixed and Additional Rent shall be abated during the period from the date of the casualty to the date of termination of the Lease.

**11.4 Limitation.** Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Leased Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Fixed Rent as otherwise provided for in this Section 11. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage



or losses to the Tenant that are occasioned by the damage to or destruction of the Leased Premises or by the repair or restoration of the Leased Premises.

**11.5 Tenant's Repair.** If Landlord is obligated or elects to repair any damage to the Leased Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and any of Tenant's alterations. Tenant shall continue the operation of its business in the Leased Premises during the Repair Period to the extent reasonably practical and economic from the standpoint of good business. Landlord agrees to cooperate in good faith to facilitate efforts by Tenant to continue the operation of its business during the Repair Period.

**12. Condemnation.** If the Leased Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. Landlord or Tenant may terminate this Lease as to the portion of the Leased Premises not taken if Landlord or Tenant determines, in its discretion, that the taking renders operation of the Leased Premises uneconomical. If more than twenty percent (20%) of any portion of the Commercial Property occupied by a building, or more than thirty percent (30%) of the land area portion of the Commercial Property not occupied by a building, is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) calendar days after the condemning authority shall have taken possession, terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining, except that the Fixed Rent and Additional Rent shall be reduced in proportion to the reduction in area of the Leased Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All alterations made to the Leased Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

**13. Assignment and Subletting.** Tenant shall not assign, mortgage, or otherwise transfer or encumber (collectively, "**Assign**") all or any part of Tenant's interest in this Lease or in the Leased Premises or sublet all or any part of the Leased Premises or otherwise permit all or any part of the Leased Premises to be occupied by any other Person, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease if the proposed assignee, sublessee or subtenant does not have a net worth equal to or greater than the net worth of Tenant as of the date of this Lease (Tenant must provide Landlord with evidence of such net worth simultaneously with its request regarding such proposed assignment or sublease). Any assignment or subletting shall not release Tenant from its obligations hereunder absent an instrument signed by Landlord releasing Tenant.

#### **14. Default.**

**14.1 Tenant Defaults.** Each of the following (a "**Default**") is a material default by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent or Additional Rent and the failure continues for five (5) business days following Landlord's written notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent or Additional Rent three (3) times in any twelve (12)-month period, any additional failure to pay any Rent or Additional Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant's failure to perform, obey, or observe the rules and regulations and any covenant, condition, agreement, or other obligation of this Lease and the failure continues for thirty (30) calendar days following Landlord's written notice to Tenant. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that thirty (30) calendar day period, Tenant shall have an additional period not to exceed thirty (30) calendar days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that initial thirty (30) calendar day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every fourteen (14) calendar days.

(c) Tenant, or Guarantor (if applicable), initiate any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws; or a third party institutes against Tenant, or Guarantor (if applicable), any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within one hundred twenty (120) calendar days, or Tenant, or Guarantor (if applicable) institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant, or Guarantor (if applicable), or for all or a substantial portion of its assets, or Tenant, or Guarantor (if applicable), commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(d) Tenant's disorderly conduct that destroys the peace and quiet of the Landlord or the other tenants or occupants at the Commercial Property and such conduct continues for a period of thirty (30) calendar days after Landlord gives Tenant written notice thereof.

(e) Tenant's willful acts causing destruction, damage, or injury to the Leased Premises or the Commercial Property.

(f) Other than as expressly allowed under the terms of this Lease, Tenant fails to open for business and to continuously operate its business (subject to temporary closures for renovations, repairs, and maintenance) within the Leased Premises or vacates or abandons the Leased Premises before the Expiration Date.

(g) Guarantor (if applicable) shall be in breach of its obligations under its guaranty of Tenant's obligations under this Lease.

**14.2 Landlord Cure Right.** If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within ten (10) calendar days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest at the rate described in Section 3.6, from the date of payment of any such advances, costs, and expenses by Landlord.

**15. Landlord's Remedies.** Upon the occurrence of a Default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 15 above, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

**15.1 Right to Re-Enter.** If this Lease is terminated in accordance with its terms, Landlord's agents or employees may immediately or at any time thereafter re-enter the Leased Premises by summary proceedings, or otherwise, and remove Tenant, its agents, employees, licenses, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the Leased Premises, either by summary dispossession proceedings or by any suitable action or proceedings at law or in equity, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Leased Premises, together with all alterations, additions, and improvements to the Leased Premises.

**15.2 Expenses.** In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to Landlord, as Additional Rent, all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry, or dispossession, for restoring the Leased Premises to good order and condition and for altering and otherwise preparing the Leased Premises for reletting. Landlord, in accordance with Maine law, shall use commercially reasonable efforts to relet the Leased Premises and mitigate damages to Tenant.

**15.3 Damages.** Subject to Landlord's obligation to mitigate damages in accordance with Maine law, Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Leased Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent

and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Leased Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements, and rent abatements necessary to secure a new tenant, leasing brokers' commissions, and other costs which Landlord might incur in leasing the Leased Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination.

**15.4 Counterclaims; Waiver of Jury Trial.** In the event that Landlord commences any proceedings for the recovery of possession of the Leased Premises or to recover for nonpayment of Rent, Tenant shall not interpose any noncompulsory counterclaim in any such proceeding. This may not, however, be construed as a waiver of Tenant's rights to assert such claim in any separate action or actions initiated by Tenant. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.

**15.5 Cumulative Remedies.** All rights and remedies available to Landlord hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy.

**15.6 Exhaustion of Remedies.** Upon any Default, Landlord may proceed directly against Tenant or any other party guaranteeing or responsible for the performance or Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

**15.7 Consent to Jurisdiction.** All legal actions relating to this Lease shall be adjudicated in the courts of the State of Maine having jurisdiction in the county in which the Leased Premises are located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease or any guaranty of Tenant's obligations under this Lease, and Tenant shall not assert, by way of motion, as a defense or otherwise, any objection to any such court being the venue of such legal action or claim that such venue is an inconvenient forum for Tenant or any principal of Tenant.

**15.8 Attorneys' Fees.** If Landlord or Tenant brings an action or proceeding involving the Leased Premises to enforce the Terms hereof or to declare rights hereunder, then the party bringing such action shall be entitled to collect, as Additional Rent, reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, each party shall be entitled to attorneys'

fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

**16. Access.** Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Leased Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than three (3) calendar days' prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, or improvements to the Leased Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord may at any time place on the Leased Premises any ordinary "For Sale" signs and Landlord may during the last six (6) months of the Term hereof place on the Leased Premises (but not in any show windows) any ordinary "For Lease" signs.

**17. Brokers.** Upon execution of this Lease, Landlord shall pay a brokerage commission to Malone Commercial Brokers in accordance with their listing agreement. If Tenant purchases the Commercial Property any time during the Lease, Landlord shall pay Malone Commercial Brokers a commission of five (5%) percent of the purchase price at closing. If Tenant does not exercise its right of first refusal herein, Landlord shall not be obligated to use Malone Commercial Brokers as her representative for a sale to a third party.

**18. Subordination.**

**18.1 Tenant Subordination.** This Lease, and the rights of Tenant under this Lease, are subject and subordinate in all respects to all present mortgages on the Commercial Property including all increases, renewals, modifications, extensions, supplements, consolidations, and replacements thereof ("**Mortgages**" or "**Mortgage**"), and all advances under any Mortgage. This Section is self-operative, and no further instrument of subordination is required. Provided, however, Landlord agrees to request and thereafter to use commercially reasonable efforts to obtain prior to the Commencement Date from Landlord's mortgage lender a subordination, non-disturbance and attornment agreement in form reasonably satisfactory to Tenant and such lender, which provides, *inter alia*, that so long as Tenant is not in material default of its obligations under this Lease, the holder of such loan will not disturb the right of Tenant to occupy and quiet enjoyment of the Premises under the terms of this Lease. Tenant acknowledges and agrees that in no event shall Landlord be required to institute any action or proceeding to obtain any such agreement from Landlord's lender and that this Lease is not contingent upon Landlord's delivery of the same to Tenant. Further, Tenant shall not be required to subordinate this Lease to any future mortgage lender or mortgage loan unless such lender agrees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form reasonably satisfactory to Tenant and such lender. Tenant shall, within ten (10) calendar days following receipt of Landlord's request, sign, acknowledge, and deliver a subordination, non-disturbance and attornment agreement that Landlord, or a mortgagee under a Mortgage ("**Mortgagee**") may request to evidence such subordination, non-disturbance and attornment.

**18.2 Tenant Attornment.** If any Mortgagee or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed-in-lieu of foreclosure succeeds to the rights of

Landlord under this Lease, then upon their request, Tenant shall attorn to such Mortgagee, successor, assignee, or purchaser as Tenant's Landlord under this Lease, provided that Tenant receives a commercially reasonable non-disturbance agreement. Tenant shall, within ten (10) calendar days following request by such Mortgagee, successor, or assignee, sign, acknowledge, and deliver an instrument to evidence the non-disturbance and attornment.

**18.3 Estoppel Certificates.** Tenant shall, at any reasonable time, within ten (10) business days following its receipt of a request from Landlord, sign, acknowledge, and deliver to Landlord or any other person designated by Landlord a certification: (a) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications); (b) stating the date to which the Rent has been paid; (c) stating whether or not, to its actual knowledge, the other party is in default of its obligations under this Lease and if so, describing the default, including any event that has occurred which, with the serving of notice or the passage of time, or both, would give rise to a default; and (d) stating to its actual knowledge, any other factual matters reasonably requested by the other party or any person designated by the other party. Any certification delivered under this Section may be relied on by the third party for whom the certification is requested but shall not, as between Landlord and Tenant, affect their respective rights.

## **19. End of Term.**

**19.1 Condition of Leased Premises.** Upon the expiration or sooner termination of this Lease, Tenant shall restore the Leased Premises to the condition as of the Commencement Date of this Lease, reasonable wear and tear, renovations and improvements excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Leased Premises restored such that on or before the last day of the Term, the Leased Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment, in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Leased Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

**19.2 Holdover.** If the Leased Premises are not vacated and surrendered in accordance with this Lease (whether by Tenant or any occupant related to Tenant), on the date required by this Lease, Tenant shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages, and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements whether in an action by or against Tenant or a third party, and including claims and liabilities of Landlord made by any succeeding tenant(s) or other third party. In addition, Tenant shall be liable to Landlord for *per diem* use and occupancy in respect of the Leased Premises at a rate equal to one hundred fifty percent (150%) the Fixed Rent and Additional Rent payable under this Lease for the last year of the Term (which Landlord and Tenant agree is a fair and reasonable sum under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Tenant (and all other occupants) to remain in possession of the Leased Premises after the Expiration Date.

**20. Notices.** All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by courier such as FedEx, DHL, UPS, or Airborne) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile or electronic mail transmission, and shall be deemed sufficiently given if served in a manner specified in this Section.

**Notices to Landlord shall be sent to:**

Antonia Sotiropoulos

44 Stapleford Drive,

Falmouth, Maine 04105**Notices to Tenant shall be sent to:**

TLC Baking, LLC

149 Gray Road,

Falmouth, Maine 04105Either Party may by written notice to the other specify a different address for notice. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices sent by regular mail shall be deemed given ten (10) calendar days after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or a nationally recognized overnight courier (including FedEx, DHL, UPS, and Airborne) that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or such courier. Notices transmitted by facsimile transmission, electronic mail, or similar means shall be deemed delivered upon telephone confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a nonbusiness day, it shall be deemed received on the next business day.

**21. Waiver.** No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check

or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord. Landlord shall not be deemed to have waived any default, violation of any term, covenant, or condition hereof by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord.

**22. Force Majeure.** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, the computation of such period of time shall exclude any delays due to strikes, riots, acts of God, shortages of labor, or any cause or causes, whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees, and any contractor engaged by them to perform work in connection with this Lease. Without limitation, in the case an epidemic or other emergency occurs where Tenant is required to close due to a governmentally mandated closure, during which the Tenant is not permitted to collect revenues, then Tenant and Landlord agree to defer the payment of the Fixed Rent. The payment of all deferred Fixed Rent shall be amortized over the twelve (12) months following reopening and shall be paid on the first day of each month during such twelve (12) month period, commencing after one full calendar month following reopening. Failure to make any such payment of deferred rent shall constitute a monetary default under the Lease.

**23. Tenant Indemnity.** Tenant shall indemnify, protect, defend, and hold harmless the Leased Premises, Landlord, and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of: (a) the use and/or occupancy of the Leased Premises by Tenant; (b) the conduct of Tenant's business on the Leased Premises; (c) any act, omission, fault, or neglect on or about the Leased Premises of Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. A party seeking indemnification pursuant to the indemnity set forth herein (the "Claimant") shall give Tenant prompt written notice of the Claim for which it seeks indemnification. The Tenant shall be entitled to participate in the defense of such Claim. If at any time the Tenant acknowledges in writing that the Claim is fully indemnifiable, Tenant shall have the right to assume total control of the defense of such Claim at its own expense in which case Tenant shall have no liability for any additional attorney fees incurred by such Claimant. If Tenant does not assume total control of the defense of any such Claim, the Claimant agrees not to settle such Claim without the written consent of the Tenant. Nothing contained in this Section 23 shall prevent either the Tenant or the Claimant from assuming total control of the defense and/or settling any Claim against it for which indemnification is not sought under this Section.

**24. Waiver of Liability.** Except to the extent caused by Landlord's gross negligence and/or willful misconduct, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents, or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Leased Premises or the Commercial Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) *intentionally deleted*; (c) injury done or occasioned by wind, water, or other act of God;



(d) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water, and steam pipes, stair, porches, railings, or walks; (e) broken glass; (f) the backing-up of any sewer pipe or downspout; (g) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Commercial Property or Leased Premises; (h) the escape of steam or hot water; (i) water, snow, or ice being upon, or coming through the roof, skylights, doors, stairs, walks, or any other place upon, or near such Property, or the Leased Premises, or otherwise; (j) the falling of any fixtures, plaster, or stucco inside the Leased Premises; (k) fire or other casualty; (l) any act, omission, or negligence of other tenants, or of other persons or occupants of the Commercial Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Commercial Property or the Leased Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Commercial Property and the Leased Premises caused by Tenant, or any of its employees, agents or contractors.

## **25. Miscellaneous.**

**25.1 No Oral Amendment.** This Lease may not be changed or terminated, in whole or in part, except in writing signed by Landlord and Tenant.

**25.2 Execution.** Notwithstanding any provision of this Lease, or any Laws, to the contrary, or the execution of this Lease by Tenant, this Lease shall not bind or benefit Landlord or Tenant, unless and until this Lease is signed and delivered by both Landlord and Tenant.

**25.3 No Surrender.** No act or omission of Landlord or Tenant, or their respective employees, agents, or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord.

**25.4 Captions.** The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All Section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the Sections of this Lease.

**25.5 Severability.** If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

**25.6 No Presumption.** There shall be no presumption against Landlord because Landlord drafted this Lease or for any other reason.

**25.7 Joint and Several Liability.** If Tenant is comprised of two or more persons, the liability of those persons under this Lease shall be joint and several.

**25.8 Construction.** Wherever appropriate in this Lease, personal pronouns shall be considered to include the other gender and the singular to include the plural.

**25.9 Confidentiality.** Each party agrees to keep the economic terms of this Lease confidential and shall not disclose same to any other person not a party hereto without the prior written consent of the other, provided that either party may disclose the terms hereof to Tenant's franchisor, governmental authorities, and such lenders, accountants, attorneys, managing employees, and others in privity with any such party to the extent reasonably necessary for either party's business purposes.

**25.10 No Recording.** This Lease shall not be recorded. At the request of either party, and subject to the reasonable review by of the non-requesting party, Landlord and Tenant may execute a notice of lease and record it in the public land records.

**25.11 Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine.

**25.12 Additional Provisions.** The exhibits attached hereto are incorporated herein by reference.

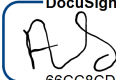
**26. Right of First Refusal.** In the event Landlord receives a good faith, bona fide offer from a third-party which is not an affiliate of, or under common ownership or control as, Landlord (a "**Buyer**") to purchase the Premises, Landlord shall provide written notice to Tenant setting forth the terms of such offer, specifically including, without limitation, the purchase price, closing date, conditions to closing, and inspection period (the "**ROFR Sale Notice**"). Tenant shall have fifteen (15) days following Tenant's receipt of the ROFR Sale Notice to elect to purchase the Premises on the same terms set forth in the ROFR Sale Notice, or such other terms and Tenant and Landlord may agree (the "**Purchase Right of First Refusal**"). If Tenant fails to timely exercise the Purchase Right of First Refusal, then Tenant shall be deemed to have waived the Purchase Right of First Refusal as to such offer, and Landlord may proceed with the sale of the Premises to the Buyer on the terms set forth in the ROFR Sale Notice within the following one hundred twenty (120) days. If such sale is not completed within such 120-day period to the Buyer on the terms set forth in the ROFR Sale Notice, Landlord shall be obligated to again comply with this Section prior to any sale of the Premises. Should Tenant elect to exercise the Purchase Right of First Refusal, Landlord and Tenant shall use commercially-reasonable efforts to enter into a purchase and sale agreement for the sale of the Premises to Tenant on the same terms set forth in the ROFR Sale Notice. If Landlord and Tenant, working diligently and in good faith, fail to execute such purchase and sale agreement within fifteen (15) business days after Tenant's exercise of the Purchase Right of First Refusal, then Tenant shall be deemed to have waived its Purchase Right of First Refusal, and Landlord shall be authorized to the sell the Premises to the Buyer on the terms set forth in the ROFR Sale Notice within the following one hundred twenty (120) days. If such sale is not completed within such 120-day period to the Buyer on the terms set forth in the ROFR Sale Notice, Landlord shall be obligated to again comply with this Section prior to any sale of the Premises. This provision shall be binding on any affiliate of, or entity under common ownership or control as, Landlord.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, under seal, as of the date set forth below.

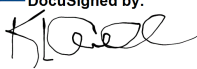
LANDLORD:

**THE ANTONIA SOTIROPOULOS REVOCABLE TRUST**

DocuSigned by:  
  
By: \_\_\_\_\_  
66CC8CD9E5FB4DC...  
Name: Antonia Sotiropoulos  
Title: Trusty  
11/16/2023  
Signed on \_\_\_\_\_, \_\_\_\_\_

TENANT:

**TLC BAKING, LLC, a Maine Limited Liability Company**

DocuSigned by:  
  
By: \_\_\_\_\_  
9AAC274CB1F546D...  
Name: Kristina L. Cromwell  
Title: MS  
11/14/2023  
Signed on \_\_\_\_\_, \_\_\_\_\_

## **EXHIBIT A**

### **Commercial Property Legal Description**

A certain lot or parcel of land, with the buildings thereon, situated in Falmouth, in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the line of the Town Road, also known as Bucknam Road, at an iron pipe driven into the ground at the northwesterly side line of land now or formerly owned by LaForest How Leighton and Florence G. Leighton; thence northeasterly by said Leightons' land to the brook; thence northwesterly following the channel of said brook to the County Road, also known as Middle Road and also as Route 9; thence southerly by said Route 9 to Bucknam Road; thence easterly by said Bucknam Road to the place of beginning.

Excepting from the above-described premises any land taken by the State of Maine, by its Department of Transportation, in a Notice of Layout and Taking dated September 27, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8978, Page 242.

Meaning and intending to convey and hereby conveying the same premises conveyed to K & N LLC by Warranty Deed of Raymond L. Page and Anita E. Page, dated October 4, 2001 and recorded in said Registry of Deeds in Book 16828, Page 210.

Meaning and intending to convey and hereby conveying the same premises conveyed to William E. McKenney by Quitclaim Deed with Covenant by Falmouth Juice Box, LLC, dated February 27, 2020 and recorded in said Registry of Deeds in Book 36460, Page 197.

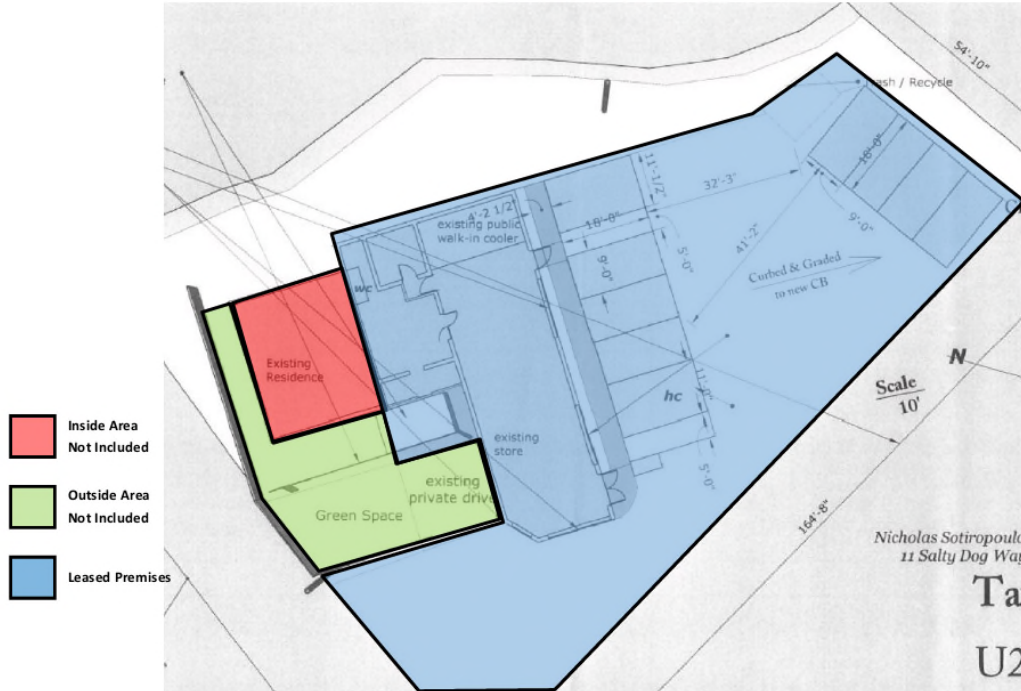
Subject to a Maintenance & Repair Easement Deed between Falmouth Juice Box, LLC and William E. McKenney recorded in said Registry of Deeds in Book 36460, Page 199.

Meaning and intending to convey and hereby conveying the same premises conveyed to Falmouth Juice Box LLC by Quitclaim Deed with Covenant by William E. McKenney, dated February 27, 2020 and recorded in said Registry of Deeds in Book 36460, Page 204.

## EXHIBIT B

### Leased Premises Sketch or Plan

# Exhibit A



## **EXHIBIT C**

### **Rules and Regulations**

1. The sidewalk, entries, and driveways of the Commercial Property shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from the Leased Premises.
2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Leased Premises, or on the roof of the Commercial Property.
3. Except for service animals, no animals shall be allowed in the offices, halls, or corridors in the Commercial Property.
4. Tenant shall not disturb the occupants of the Commercial Property or adjoining buildings by the making of loud or improper noises.
5. If Tenant desires telegraphic, telephonic or other electric connections in the Leased Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense.
6. Other than the FF&E and the Tenant FF&E, Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Leased Premises, except as specifically approved in the Lease. Explosives or other articles deemed extra hazardous shall not be brought into the Project.
7. Except for customers of Tenant and commercial vehicles used by Tenant in the operation of Tenant's business, parking any type of recreational vehicles is specifically prohibited on or about the Commercial Property. Further, except for vehicles used in construction or renovation of the Leased Premises, parking any type of trucks, trailers or other vehicles in the Commercial Property is specifically prohibited. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking will be open parking, and no reserved parking, numbering or lettering of individual spaces will be permitted except for handicapped parking spaces as required by law.
8. Tenant shall maintain the Leased Premises free from rodents, insects and other pests.
9. Landlord reserves the right to exclude or expel from the Commercial Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Commercial Property.
10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Leased Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice (which may be given telephonically or by electronic mail) of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Leased Premises.
12. Tenant shall not permit storage outside the Leased Premises, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Leased Premises.
13. All moveable trash receptacles provided by the trash disposal firm for the Leased Premises must be kept in the trash enclosure areas, if any, provided for that purpose.
14. No auction, public or private, will be permitted on the Leased Premises or the Commercial Property.
15. No awnings shall be placed over the windows in the Leased Premises except with the prior written consent of Landlord.
16. The Leased Premises shall not be used for lodging, sleeping or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Leased Premises.
17. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Leased Premises, taking into account the capacity of the electrical wiring in the Commercial Property and the Leased Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
18. Tenant assumes full responsibility for protecting the Leased Premises from theft, robbery and pilferage.
19. Tenant shall not install or operate on the Leased Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Leased Premises.
20. Tenant shall not permit smoking on the Leased Premises.